

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : C. VIKAS RAO

CASE OF COMPLAINANT - DEEPAKKUMAR HARENDRANATH TIWARI
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: AHD-L-036-2223-1492

AWARD NO:IO/AHD/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	DEEPAKKUMAR HARENDRANATH TIWARI BLOCK NO B/2, ADITYA PARK, GIR SOMNATH						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53088026	0				0		
3.	Name of insured	DEEPAKKUMAR HARENDRANATH TIWARI						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	19-Jan-2023						
6.	Nature of Complaint	MIS SELLING						
7.	Amount of Claim	49000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	49000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing	17-Apr-2023						
	Place of hearing	Ahmedabad						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Deepak Kumar Tiwari						
	b)For the Insurer	Mr. Nikunj Chikani						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

Complainant Mr. Deepak Kumar Tiwari was sold with a life insurance policy, Pol no. 53088026 ,Sum Assured Rs: 4,25,756/- on his own life with premium paying term of 10 years and policy term 20 yrs. with annual mode of payment of Rs. 49,000/-. The Complainant vide his complaint dated 19.01.2023 reported that he was misguided by M/s Peace Worth Broker of Reliance Nippon life Insurance Company for interest free loan and policy cancellations. The Representative of broker represented themselves as calling from banks and Govt. agencies. 25 insurance policies were sold involving Rs.12,00,000/- in span of 4 years against the purchase of policies. He approached the company for interest free loan and pension which was denied by Respondent, thereafter he lodged the complaint for cancellation of the policy on 17.11.2022. However, the company rejected his request vide a mail dated 22.11.2022 stating that the request for cancellation of policy was made after of Free Look Period. The Respondent stated that the policy was dispatched and delivered on 30.11.2017, therefore they could not cancel the policy and refund the premium.

Contention of the complainant:

The Complainant vide his complaint dated Nil received on 19.01.2023 stated that he was misguided by Mr. Ashish Sharma (8377932674) and Manish Rathore(8791867624) who introduced themselves from Government agencies and offer of Loan of Rs.20 lakhs under the PM Gramin Yojna Scheme. The loan offered on the condition of buying an insurance policy which would act as security and mortgage against loan. The agent kept doing fraud with stories about GST, Filing charges, Service Charges, and Collateral Security .When he demanded loan after issuance of policy said Life Insurance adviser kept him occupied so he was unable to apply during free look period. He approached the Respondent Company for interest free loan and pension which was denied by Respondent. He applied for cancellation of the policy on 17.11.2022 but the Respondent Company rejected his request vide a mail dt: 22.11.2022 stating that the request for cancellation of policy was made after of Free Look Period. He approached this Forum for justice.

Contention of the Respondent:

The Representative of Insurance Company denied all the allegations and averments made by the complainant. He added that the Insurance Company was in receipt of duly signed proposal form dated 16.11.2021, KYC and other required documents and issued policy accordingly. He stated that the said policy was issued by the Company and the policy documents were duly dispatched at the communication address of the Complainant, the details of the same is mentioned as under:

Policy no. Courier Date of Delivery
53088026 Speed Post via EA630641110IN 06.12.2017

The Company in accordance with clause 4.1 & 6.2 of the Insurance Regulatory and Development Authority (Protection of Policy holder's Interests) Regulations, 2002, had sent to you the policy documents along with the proposal form and a welcome letter which clearly mentions that in case Policyholder is not satisfied with the features or the terms and conditions of the policy he/she can review/withdraw/ return/ alter the details of the policy within 15 days i.e. under the "Free Look period" provision. As per the records of the Company the Complainant has paid only the first premium amount under the said policy, and thereafter had failed to pay the renewal premiums there under and consequently due to nonpayment of the due renewal premium the said policy had Lapsed and further due to non revival of the said policies the same were foreclosed on 27.12.2020 in accordance with the policy terms & conditions. Subsequently the foreclosure amount which was paid back to the customer is mentioned as under:

Policy no. Mode and Ref No. Amount
53088026 NEFT Ref no - N366201356099956 Rs. 7,034/-

Thus the Company affirms that, all its liabilities in the said policy stands fully discharged and nothing further is payable in these policies. The Complainant had approached with his grievance on 17.11.2022 i.e after a period of nearly 5 years from the date of issuance of the policy and 2 years after the foreclosure of the policy. Since the cancellation request of the policy was received beyond the Limitation and free look period, the Company had rejected her complaint in accordance with the policy terms & conditions vide 22.11.2022. The complaint was rightly denied by Respondent.

Observation and conclusions:

Based on the submission of the parties and the material made available to this Forum, the following points emerge which are pertinent to decide the case:-

i) The Complainant mentioned in the Complaint that he has purchased the subject policy through the M/s. Peace Worth Insurance Broker who approached him and convinced him to invest his funds for the purchase of insurance policies in the name of his relatives and friends by making false promises. The Complainant mentioned that after realizing that he was cheated, he approached the Respondent Company for cancellation of the policies on 17.11.2022 but the Respondent Company rejected his request vide a mail dated 22.11.2022 stating that the request for cancellation of policy was made after Free Look Period .

ii) The Insurer stated that the Policy details were clearly mentioned in the Pre Insurance Verification Call and the same was also confirmed by the Complainant.

iii) The Insurer, in reply to the Complainant's grievance letter, stated that The Company in accordance with clause 4.1 & 6.2 of the Insurance Regulatory and Development Authority (Protection of Policy holder's Interests) Regulations, 2002, had sent to you the policy documents along with the proposal form and a welcome letter which clearly mentions that in case Policyholder is not satisfied with the features or the terms and conditions of the policy he/she can review/withdraw/ return/ alter the details of the policy within 15 days i.e. under the "Free Look period" provision. As per the records of the Company the Complainant has paid only the first premium amount under the said policy, and thereafter had failed to pay the renewal premiums there under and consequently due to nonpayment of the due renewal premium the said policy had Lapsed and further due to non revival of the said policies the same were foreclosed on

27.12.2020 in accordance with the policy terms & conditions. Subsequently the foreclosure amount which was paid back the to the customer is mentioned as under:

Policy no. Mode and Ref No. Amount
53088026 NEFT Ref no - N366201356099956 Rs. 7,034/-

The Complainant had approached with his grievance on 17.11.2022 i.e after a period of nearly 5 years from the date of issuance of the policy and 2 years after the foreclosure of the policy. Since the cancellation request of the policy was received beyond the Limitation and free look period the Company had rejected her complaint in accordance with the policy terms & conditions vide 22.11.2022.

iv) The repudiation mail dated 22.11.2022 stated that the policy was dispatched through Speed Post on 30.11.20217.

v) The Complainant also failed to submit any conclusive Documentary Evidence of the conversation with the Agent/Broker, regarding alleged false promises, through which the sale of the subject policy was initiated. Therefore it cannot be ascertained that any fraudulent act was done on part of the Respondent Insurer towards sale of the said policy. Accordingly, this Forum has no other option than to believe that the subject Complaint is not a case of Mis-Sale.

In view of the forgoing facts, submissions and the evidence put on record, the decision the Respondent Insurance Company to reject the request for cancellation and refund of the premium of the impugned policy no. 53088026 is in order as per Policy Terms and in line with the IRDAI Regulation 2002 for the Protection of the Policyholders' Interest.
Hence, the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-036-2223-1492

Taking into account the facts and circumstances of the case based on the documents submitted and the submissions made by the parties during the course of hearing the decision of the Respondent Insurance Company needs no intervention of this Forum. The Complaint is dismissed.

If the Award is not acceptable to the Complainant, then he/ she is at liberty to approach any other Forum/Court under the law of the land as he/she deems fit, against the Respondent Insurer.

AWARD NO:IO/AHD/A/LI/0004/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Ahmedabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : C.VIKAS RAO

CASE OF COMPLAINANT - SNEHLATABEN D TIWARI

VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: AHD-L-036-2223-1490

AWARD NO:IO/AHD/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	SNEHLATABEN D TIWARI BLOCK NO B/2, ADITYA PARK, GIR SOMNATH						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53092598	449648				0		
3.	Name of insured	SNEHLATABEN D TIWARI						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	20-Jan-2023						
6.	Nature of Complaint	MIS-SALE OF Policy						
7.	Amount of Claim	49000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	49000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	24-Apr-2023 Ahmedabad						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Snehlataben Tiwari						
	b)For the Insurer	Mr. Nikunj Chikani						
13.	Complaint how disposed	AWARD						

Brief Facts of the Case:

The Complainant Mrs. Snehlataben D Tiwari mentioned in the Complaint that She had taken a Life Insurance Policy No. 53092598 with annual mode of payment of Rs. 49,000/- from Reliance Nippon life Insurance Company . She further stated that the Agent misguided her and sold her the subject policy. She reported that after realizing that she was cheated, she approached the Respondent Company for cancellation of the policy but the Respondent Company rejected her request. She approached this Forum for justice.

Contention of the complainant:

The Complainant stated that she was misguided by broker of the Insurance Company. The loan offered on the condition of buying an insurance policy which would act as security and mortgage against loan. She Further mentioned that after realizing that she was cheated, she approached the Respondent Company for cancellation of the policy vide a mail dated 17.11.2022 but the Respondent Insurance Company rejected her request in subject policy no.530925980 vide a mail dated 22.11.2022 stating that the request for cancellation of policy was made after Free Look Period. She requested the Forum for her genuine request.

Contention of the Respondent:

The Insurance Company submitted in the SCN that the Insurance Company sold the subject policy no. 53092598 to the Complainant through M/S Peace Worth Insurance Brokers Private Ltd.

The Representative of the Respondent Company Mr. Nikunj Chikani denied all the allegations and averments made by the Complainant. He added that the Insurance Company was in receipt of duly completed and signed Proposal Form along with other required documents and policy was issued on 25.11.2017 accordingly. He further mentioned that the Original

Policy Bond was sent to the Complainant's address vide AWB no. EA630650417IN and was delivered on 12.12.2017. The request for cancellation of the Insurance Policy from the Complainant was received on 17.11.2022, which was refused on the ground of receipt of the request after almost four years and 20 days from the expiry of Free Look period. Therefore, the Insurance Company could not find any ground to accede to the request for cancellation of the policy and refund of the premium.

He prayed before the Forum to dismiss the case.

Observation and conclusions:

Based on the submission of the parties and the material made available to this Forum, the following points emerge which are pertinent to decide the case: -

1. The Complainant mentioned in the Complaint that she had taken a Life Insurance Policy from the Reliance Nippon Life Insurance Company Ltd. She submitted that Insurance Company sold the said policy through Broker. The Insurance Broker misguided her and sold the subject policy on false promises that she will receive loans against the purchase

of policy. She mentioned that after realizing that she was cheated, she approached the Respondent Company for cancellation of the policy but the Respondent Company rejected her request in subject policy vide a mail dated 22.11.2022 stating that the request for cancellation of policy was made after Free Look Period.

2. The Representative of Insurance Company denied all the allegations and averments made by the Complainant. He stated that on the basis of duly signed proposal form, along with other required documents, the policy was issued to the Complainant on 25.11.2017, which was dispatched at Complainant's address through registered post vide AWB no. EA630650417IN and was delivered on 12.12.2017.

3. He further mentioned that the Original Policy Bond was sent to the Complainant's address vide AWB no. EA630650417IN and was delivered on 12.12.2017. The request for cancellation of the Insurance Policy from the Complainant was received on 17.11.2022, which was refused on the ground of receipt of the request after almost

four years and 20 days from the expiry of Free Look period. Therefore, the Insurance Company could not find any ground to accede to the request for cancellation of the policy and refund of the premium.

4. Furthermore the Insurance Company in accordance with clause 4.1 & 6.2 of the Insurance Regulatory and Development Authority

(Protection of Policy holder's Interests) Regulations, 2002, had sent to the Complainant the policy documents along with the proposal form and a welcome letter which clearly mentions that in case Policyholder is not satisfied with the features or the terms and conditions of the policy he/she can review/withdraw/ return/ alter the details of the policy within 15 days i.e. under the "Free Look period" provision. As per the records of the Company the Complainant has paid only the first premium amount under the said policy, and thereafter had failed to pay the renewal premiums there under and consequently due to nonpayment of the due renewal premium the said policy had Lapsed and further due to non revival of the said policies the same were foreclosed on 27.12.2020 in accordance with the policy terms & conditions. Subsequently the foreclosure amount which was paid back to the customer is mentioned as under:

Policy no.	Mode and Ref No.	Amount
53088026	NEFT Ref no - N366201356099956	Rs. 7,034/-

Thus the Company affirms that, all its liabilities in the said policy stands fully discharged and nothing further is payable in the Policy.

5. The Representative of the Insurance Company mentioned in the Deposition that the current status of the Policy is Foreclosed, therefore the Insurance Company could not find any ground to accede to the request to issue a Single Premium Policy.

6. The Complainant also failed to submit any conclusive Documentary Evidence of the conversation with the Agent/Broker, regarding alleged false promises, through which the sale of the subject policy was initiated. Therefore it cannot be ascertained that any fraudulent act was done on part of the Respondent Insurer towards sale of the said policy. Accordingly, this Forum has no other option than to believe that the subject Complaint is not a case of Mis-Sale.

7. In view of the forgoing facts, submissions and the evidence put on record, the decision the Respondent Insurance Company to reject the request for cancellation and refund of the premium of the impugned policy no. 53092598, is in order as per Policy Terms and in line with the IRDAI regulation' 2002 for the Protection of the Policyholder's Interest.

Hence, the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-036-2223-1490

Taking into account the facts and circumstances of the case based on the documents submitted and the submissions made by the parties during the course of hearing the decision of the Respondent Insurance Company needs no intervention of this Forum. The Complaint is dismissed.

If the Award is not acceptable to the Complainant, then he/ she is at liberty to approach any other Forum/Court under the law of the land as he/she deems fit, against the Respondent Insurer.

**AWARD NO:IO/AHD/A/LI/0003/2023-2024
Date:24/Apr/2023**

**INSURANCE OMBUDSMAN
Ahmedabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : C. VIKAS RAO
CASE OF COMPLAINANT - Nayan Vadhwana
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: AHD-L-033-2324-0003
AWARD NO: IO/AHD/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Nayan Vadhwana 2/A/32, Vivekanandnagar section, 2A Hathijan, Daskroi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23743137	1268646			31-Mar-2021	100000		
3.	Name of insured		Nayan Vadhwana					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		25-Jan-2023					
6.	Nature of Complaint		MIS-SELLING					
7.	Amount of Claim		100000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		97847					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Ahmedabad					
12.	Representation at the hearing							
	a) For the Complainant		Nayan Vadhwana					
	b) For the Insurer		SANCHIT GUPTA					
13.	Complaint how disposed		The Respondent PNB Metlife India Insurance Co. Ltd. has agreed to pay Rs. 92,235/- under the above					

COMPLAINT REF: NO: AHD-L-033-2324-0003

Brief Facts of the Case:

Complaint No.	AHD-L-033-2324-0003	Policy Nos.: 23743137
Complainant	Mr. Nayan Vadhwana	DOC: 31.03.2021
Respondent	PNB Metlife India Ins. Co. P. Ltd.	Premium : Rs. 1,00,000/-

Contention of the complainant:

The Respondent PNB Metlife India Insurance Co. Ltd. has agreed to pay Rs. 92,234/- under the policy to the above Complainant in full and final settlement of the liability for the subject claim and the Complainant has agreed to withdraw the Complaint post hearing before Hon'ble Insurance Ombudsman, Ahmedabad.

Condition: Complainant will not raise any Complaint in future for the same amount as mentioned under above Complaint.

Therefore, in view of attached e-mails received from both the parties, we will treat the Complaint as resolved and take necessary action in CMS for closure.

Authorized Representatives for the Complaint no - AHD-L-033-2324-0003

Mr. Nayan Vadhwana 2/A/32, Vivekanandnagar section, 2A Hathijan, Daskroi, Ahmedabad, Gujarat-382445	Mrs. Priya Dwivedi Deputy Manager Legal PNB Metlife India Insurance Co. Ltd. Email:priya.dwivedi@pnbmetlife.com
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Email from the Representative of the Insurer	25.04.2023 (at 02.59 PM)
Letter received from the Complainants	25.04.2023 (at 04.28 PM)

Contention of the Respondent:

Observation and conclusions:

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: AHD-L-033-2324-0003

Respondent is hereby order to make payment of Rs. 92,234/- to the Complainant and inform the payment details to this Forum within 10 days. The Complaint stands disposed of accordingly.

AWARD NO:IO/AHD/R/LI/0005/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Ahmedabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : C. VIKAS RAO

CASE OF COMPLAINANT - DEEPAKKUMAR HARENDRANATH TIWARI

VS

RESPONDENT: Shriram Life Ins. Co. Ltd.

COMPLAINT REF: NO: AHD-L-043-2223-1491

AWARD NO:IO/AHD/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	DEEPAKKUMAR HARENDRANATH TIWARI BLOCK NO B/2, ADITYA PARK, GIR SOMNATH						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NN012008195216	452340			31-Aug-2020	47270	10/Annual	10
3.	Name of insured	DEEPAKKUMAR HARENDRANATH TIWARI						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	19-Jan-2023						
6.	Nature of Complaint	MISS-SELLING						
7.	Amount of Claim	47270.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	47270						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	17-Apr-2023 Ahmedabad						
12.	Representation at the hearing							
	a)For the Complainant	DEEPAKKUMAR HARENDRANATH TIWARI						
	b)For the Insurer	Mr. Ravi Sharma						
13.	Complaint how disposed	Recommendation						

COMPLAINT REF: NO: AHD-L-043-2223-1491

Brief Facts of the Case:

Complaint No.	AHD-L-043-2223-1491	Policy No.: NN012008195216
Complainant	Mr. DEEPAKKUMAR HARENDRANATH TIWARI	DOC: 31.08.2020
Respondent	SHRIRAM Life Insurance Co. Ltd.	Single Premium: 47,270/-

Contention of the complainant:

Contention of the Respondent:

Observation and conclusions:

The Respondent Shriram Life Insurance Co. Ltd. has agreed to convert the above policy to new single premium ULIP policy with lock in period of five years and no free look period to the above complaint in full and final settlement of the liability for the subject claim and the complainant has agreed to withdraw the complaint to be heard before Hon'ble Insurance Ombudsman, Ahmedabad.

Condition: Complainant will not raise any Complaint in future for the same amount as mentioned under above Complaint.

Therefore, in view of attached e-mails received from both parties, we will treat the complaint as resolved and take necessary action in CMS foreclosure.

Authorized Representatives for the Complaint no - AHD-L-043-2223-1491

Mr. DEEPAKKUMAR HARENDRANATH TIWARI Block No. B/2, Aditya Park, Gir Somnath, Veraval, Gujarat-362266	Mrs. Swathi Dangeti Manager Legal Shriram Life Insurance Co. Ltd. Email:SWATHI.DANGETI@shriramlife.in
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Email from the Representative of the Insurer	20.04.2023 (at 12.58 PM)
Letter received from the Complainants	20.04.2023 (at 15.37 PM)

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: AHD-L-043-2223-1491

RESPONDENT IS HEREBY ORDERED TO CONVERT THE ABOVE POLICY TO NEW SINGLE PREMIUM ULIP POL WITH LOCK IN PERIOD OF FIVE YEARS AND NO FREE LOOK PERIOD AND INFORM THE POLICY DETAILS THIS OFFICE WITHIN 10 DAYS. THE COMPLAINT STANDS DISPOSED OF ACCORDINGLY.

AWARD NO:IO/AHD/R/LI/0001/2023-2024

Date:20/Apr/2023

INSURANCE OMBUDSMAN

Ahmedabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Mukesh Pushpad
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0023
AWARD NO:IO/BHP/A/LI/0027/2023-2024

1.	Name & Address Of The Complainant	Mukesh Pushpad S/o Mr Kanhiyalal Pushpad, Makan No.3, Gali No.2, Ward No.4, Gram Dudhana, Shahjapur 465226																																
2.	Type Of Policy: Life Policy Details: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">502-1843064</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">502-1855779</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">503-1160798</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	502-1843064	0				0			502-1855779	0				0			503-1160798	0				0		
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502-1843064	0				0																													
502-1855779	0				0																													
503-1160798	0				0																													
3.	Name of insured	Mukesh Pushpad																																
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																																
5.	Date of receipt of the Complaint	01-Apr-2023																																
6.	Nature of Complaint	Mis selling																																
7.	Amount of Claim	0.00																																
8.	Date of Partial Settlement																																	
9.	Amount of relief sought	0																																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																																
11.	Date of hearing Place of hearing	25-Apr-2023 Bhopal																																
12.	Representation at the hearing																																	
	a)For the Complainant	Mr Mukesh Pushpad over WebEx App																																
	b)For the Insurer	Mr Mitesh Pabari over WebEx App																																
13.	Complaint how disposed	Dismissed																																

COMPLAINT REF: NO: BHP-L-008-2324-0023

Brief Facts of the Case:

The complainant has stated that the agent of the company has executed this entire fraud very cleverly. The proposal form given in the policy should have been filled by him but this form was wrongly filed by the agent himself. All his personal information had been given wrong. His annual income has been given differently in each policy. How can income be different in the same financial year? Apart from this, his income is written in the policies more than 5 lakhs but he earns Rs.140000 annually. He became a victim of cyber-crime and lost whole of his hard-earned money due to this. He was promised to sanction a loan amount of 10 lakhs. One of the agents of well-known company named Bharti AXA Life Insurance Company contacted him through a phone call. He introduced himself as Ravi Sharma. He told him about various policies offered by his company. He was already a hand to mouth earner due to which he was least interested in buying any type of policy. He understood that he would not invest in their policies due to which he threw a trap of loan to lure him. He added various appealing lines that this loan was interest free. He told him that he have to pay just a small amount of 50,000 for 10 years, to get worth of 5,00,000/-. He further explained to him that it is a lucrative offer as he would get an interest free loan which is being repaid in 10 years and with an annual installment of Rs.50,000/- annually with a risk cover for 15 years. He paid Rs.49,999/- and received a policy bond with policy no.50x-xxx3064 on 29-10-2020. After another few weeks, he received another call from Miss Shivani. She introduced her as a colleague of Ravi Sharma. She informed that his loan was under process and asked for another policy which would be refunded within 30 days after which he will receive loan. She called him many times and informed that the policy is compulsory to sanction this loan and the total amount would be refundable. He paid and received another policy from Bharti AXA of amount Rs.49,951/- with policy number 50x-xxx5779 on 30-11-2020.

Contention of the complainant:

After few days he received a call from Manish Jain. He presented him as senior official of Edelweiss Life Insurance Company and informed that they got application for his loan and told that his loan was terminated due to a minor issue of pendency. He would need to invest some funds to tackle this issue. He successfully convinced him when he was reluctant to pay any more. He received another policy bond of amount Rs.38,351/- from Edelweiss Life Insurance Company with policy number 01XXXX834E on 12-3-2021. Six months passed but he did not receive any loan amount from the company. He realized that he had been cheated. He was full of anger for those agents. He received a phone call from Akhilesh Goutam. He repented for the delay in the sanction of loan. He said that they were unable to process his application due to just the work load on their company and that they were going to transfer his loan. He said that they would need to change the code to transfer the funds and demanded a last transaction of 26,000/-. He received a policy bond from Bharti AXA Life Insurance Company on 15-6-2021 worth rupees Rs.25,499/- with policy number 50x-xxx0798. He has requested to the forum for refund of premiums of all the policies after cancellation of policies.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policies were issued on 29.10.2020, 30.11.2020, 15.06.2021 dispatched with option of free look period of 15 days to the registered address of the complainant on 31.10.2020, 08.12.2020, 18.06.2021 vide POD 37684163403, EA949989103IN, EA920587307IN and delivered on 04.11.2020, 19.12.2020, 03.07.2021. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through letter dated 11.06.2021 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 16.06.2021.

Observation and conclusions:

During hearing the complainant submitted that the above policies were sold to him fraudulently with the assurance of getting him loan of Rs.10 lacs. He stated that he received a call from Mr Ravi Verma who briefed him about the various policies offered by the company and informed him about the loan of Rs.10 lacs available to him on purchase of policy. He therefore fell in their trap and was sold all the above policies. But when even after lapse of many months when he did not get any loan as assured he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, but the same was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy Nos 50x-xxx3064, 50x-xxx5779, 50x-xxx0798 were issued to the complainant on 29.10.2020, 30.11.2020, 15.06.2021 and that the policy bonds were thereafter dispatched and delivered to the complainant. He further

submitted that the complainant has paid one instalment of premium under policy Nos. 50x-xxx3064, 50x-xxx5779 and two instalments of premium through Paytm under policy No. 50x-xxx0798. He also stated that the PIVC calls made to the complainant was successful and the complainant did not raise any query or concern during the said call. First complaint alleging mis selling was received from the complainant on 16.06.2021 and the same was rejected by the company as he had approached them after expiry of free look period. He also submitted that when complainant has paid second instalment of premium under policy No.50x-xxx0798, it goes on prove that he is interested in the policy and does not have any grievance. Hence, at this juncture they expressed their inability to cancel the policies and refund the premium.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of five to six months in approaching the respondent company and also considering the fact that second instalment of premium has been paid by the complainant through Paytm mode, goes against the complainant. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0023

The complaint filed by Mr. Mukesh Pushpad stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0027/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Majid Khan
VS
RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-009-2324-0012
AWARD NO:IO/BHP/R/LI/0023/2023-2024

1.	Name & Address Of The Complainant	Majid Khan 21 Near Rafiqiya School, Chowki Imambada																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">008774773</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	008774773	0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
008774773	0				0													
3.	Name of insured	Majid Khan																
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.																
5.	Date of receipt of the Complaint	21-Mar-2023																
6.	Nature of Complaint	Mis selling																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	26-Apr-2023 Bhopal																
12.	Representation at the hearing																	
	a) For the Complainant	Mr Majid Khan over WebEx App																
	b) For the Insurer	Mr Aman Kashyap, Manager Legal over WebEx App																
13.	Complaint how disposed	Recommendation																

Brief Facts of the Case:

The complainant has stated that Mr Anshuman, representative of Bajaj Finance had sold the above policy to him against premium payment of Rs.60,000/- with the assurance of getting him loan. He was also informed that the loan will be sanctioned within 15 days of receipt of policy bond, if not, the premium amount would be credited back to his bank account.

Contention of the complainant:

But he neither got the loan amount nor the premium amount back. He lodged a complaint with the respondent company but did not get satisfactory response from them. He has requested to the forum for cancellation of policy and refund of money.

Contention of the Respondent:

The respondent in their SCN has stated complainant had applied for above policy by submitting application for life insurance in his name. Policy No.00xxx4773 was issued to complainant on 19.05.2022 against premium payment of Rs.60,002.71. Policy bond was thereafter dispatched on 21.05.2022 via Blue Dart Courier services vide AWBNo.39593303212 and delivered to complainant on 24.05.2022. Complainant has not raised any grievance with regard to non receipt of policy documents. Policyowner was given detailed description about the features of the policy and was also apprised with its terms and conditions before signing the application and he had applied for the same with his free will and consent. Policyholder was apprised about the option of free look period of 15 days (30 days in case of policy issued through Distance Marketing) through their policy bond. Above policy was submitted online via EAPP. Application form was duly filled and submitted by the complainant having his personal details. One time password (OTP) was generated and sent to registered mobile number of complainant for verification and consent. Upon entering and confirming the OTP, application was processed for issuance. Complainant approached Company for the first time on 29.12.2022 i.e. after 7 months 10 days after issuance for cancellation and refund of the policy. Company duly replied the allegations of the complainant vide its email dated 07.01.2023 that his request for cancellation and refund cannot be accepted as no cancellation request was received within free look period.

Observation and conclusions:

During hearing the complainant submitted that the above policy was sold to him in the name of loan. He stated that he was informed that if loan is not given the policy will be cancelled. Now that he has not got the loan, company is not cancelling the policy and refunding the premium. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.00xxx4773 was issued to complainant on 19.05.2022 for a sum assured of Rs.6,25,000/- against premium payment of Rs.60,002/- with a policy term and premium paying term of 15 years. He stated that first complaint was received from complainant on 29.12.2022 which is 7 months and 10 days after expiry of free look period and hence rejected by the complainant. He further stated that as complainant had purchased this policy through distance marketing, free look period of 30 days was available to the complainant and in case he was not satisfied with the policy terms and conditions, he could have approached them within free look period. He also submitted that the Insta Video Verification call made to complainant was clear and successful. At this juncture, they expressed their inability to cancel the policy and refund the premium.

On arguments and counterarguments, respondent company finally offered to convert the policy into a Single Premium Policy (Fixed Maturity Plan – Non ULIP Policy) for Rs.50,000/- with lock in period of five years, without free look option and refund the balance amount to the complainant. This offer was accepted by the complainant. Thus, the complaint is resolved by mutual agreement between both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BHP-L-009-2324-0012

The matter between parties has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent to convert the policy into a Single Premium Policy (Fixed Maturity Plan “ Non ULIP Policy) for Rs.50,000/- with lock in period of five years, without free look option and refund the balance amount to the complainant within 30 days from the date of receipt of this Award. Both the parties are directed to complete all necessary formalities for issuance of new policy.

AWARD NO:IO/BHP/R/LI/0023/2023-2024
Date:27/Apr/2023

INSURANCE OMBUDSMAN
Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Neha Sahu
VS
RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-009-2324-0013
AWARD NO:IO/BHP/A/LI/0024/2023-2024

1.	Name & Address Of The Complainant	Neha Sahu 265/34. Saraswati Sadan, Ganapati Viharm, Near Muktagiri Colony, Ganapati Vihar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	008401920	0				0		
3.	Name of insured	Neha Sahu						
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	20000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mrs Neha Sahu over WebEx App						
	b)For the Insurer	Mr Aman Kashyap, Manager Legal over WebEx App						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that she was scammed by insurance agents for over Rs.4lakh into buying the insurance policies. She was told that it was an investment bond after which she bought these policies. She was sold the policies between 2020 and 2021 wherein they told that buying each policy would increase the payout she would receive when the investment would mature.

Contention of the complainant:

The above policy was bought in March, 2021 and they stopped contacting her altogether. She had most of her conversation over email of which she still possesses copies as proof. She now requested to this forum for cancellation of policy and refund of premium.

Contention of the Respondent:

The respondent in their SCN have stated that on receipt of the duly filled application form, the policy No.00xxx1920 was issued to complainant on 29.01.2021 on receipt of premium of Rs.20,085.76 and the policy is in lapsed condition now. Policy document along with the copy of the Application form was dispatched on 04.02.2021 vide Speed Post bearing Consignment No. AT3119186981N, which was delivered on 11.02.2021 to the Life assured. Complainant approached ABSLI for the first-time on 09.12.2022 i.e. after 1 Year 10 Months 11 days of policy issuance for cancellation and refund of the policy. That the company duly replied to the allegations of the Complainant vide its email dated 13.12.2022 that her request for cancellation and refund cannot be accepted no request was received within the free look period. Complainant has deposited only initial premium and subsequently she did not renew her Policy despite repeated intimations following which, the subject policy got lapsed on 29.01-2022. In view of above stated circumstances company is not in a position to accept the request of the Complainant for cancellation of the policy.

Observation and conclusions:

During hearing the complainant submitted that during Covid times she had taken the above policy through direct channel. She submitted that she was having one earlier policy of HDFC and was told that some bonus is available under the policy and due to existence of Agent code, she is not getting the bonus and in order to retrieve the bonus she has to take policy. This way she was scammed and sold policies of various insurance companies worth over Rs.4lacs. She stated that she was assured of getting back the amount invested by her in policies. Later when she started receiving reminders for payment of renewal premium, she realized that she has been cheated and approached respondent company for cancellation of policy and refund of premium. But the same was rejected. She therefore appealed to this forum for redressal of her grievance.

On their turn respondent company submitted that policy No.00xxx1920 was issued to complainant on 29.01.2021 for a sum assured of Rs.1.23 lacs against premium payment of Rs.20,085.76. He further stated that currently the policy is in lapsed condition due to nonreceipt of renewal premium. He submitted that the Insta Video Verification call made to complainant was successful. First complaint alleging mis selling was received from the complainant on 09.12.2022 i.e. after 1 year 10 months delay of expiry of free look period and hence rejected by company.

Complainant submitted that she was sold 5-6 policies of various insurance companies and that she has also received refund of premium from PNB and HDFC. She submitted that the policy was taken by her during Covid period and in those unprecedented times, she had lost both her in laws in August, 2020 and after that her husband also suffered from paralytic stroke. As she had to face so many things, she could pay least attention to the policies and was also facing financial hardships.

On arguments and counterarguments, respondent company finally offered to issue a Single Premium Policy for Rs.50,000/- (provided the complainant agrees to pay the balance amount of Rs.30,000/-) with lock in period of five years, without free look option. However, this offer was not accepted by the complainant.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the complainant was under lot of mental stress due to family issues during the Covid period and also facing financial hardships due to sudden illness of her husband. But it is pertinent to mention that the above policy under complaint has been purchased by her after all the mishappenings, etc. in the family of the complainant. In view of foregoing, it is established that the policy was not purchased during period of stress and complainant was well aware of the policy being issued to her. There is a delay of two years in approaching the respondent company. Hence complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-009-2324-0013

The complaint filed by Mrs. Neha Sahu stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0024/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Raj Kumar Soni
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-041-2223-1311
AWARD NO:IO/BHP/A/LI/0022/2023-2024

1.	Name & Address Of The Complainant	Raj Kumar Soni B-5/10 Dhebar City, Bhatagaon																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2W629686602</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	2W629686602	0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
2W629686602	0				0													
3.	Name of insured	Raj Kumar Soni																
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.																
5.	Date of receipt of the Complaint	17-Feb-2023																
6.	Nature of Complaint	Mis selling																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	2000000																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	24-Mar-2023 Bhopal																
12.	Representation at the hearing																	
	a)For the Complainant	Mr Raj Kumar Soni over WebEx App																
	b)For the Insurer	Mr Amit Bhargava, AVP & Head CRM & CE																
13.	Complaint how disposed	Allowed																

Brief Facts of the Case:

The complainant has stated that he had purchased a Smart Annuity Plus Plan Insurance Policy from SBI Life Insurance. At the time of purchase the policy, SBI Life Insurance Employee, Mrs Richa Nayak met him at SBI Raipur Branch when he had been there for renewal of his Fixed Deposit. She initially explained him the Insurance policy plan. At the time of purchase, he clearly mentioned that as he is 74 years old, he would need his fund back whenever he had emergency. She assured that it is possible with the policy and he told her that he is retired person and totally depended on the saving income. She explained him that he will get income from the next year i.e. 06.10.2023 but when he got the Policy document it was mentioned 06.10.2024. It means he will not be getting any income in the first year and does not have withdrawal option at the time of his emergency without losing/deduction of his principal amount. He went to her(Mrs.Richa Nayak) within a week of getting policy document and expressed his objections about the date of his income amount received i.e. 06.10.2024. She assured him if there is any mistake, she will get it corrected but she could not do anything. After that he visited their Head Office in month of Jan 2022. When he visited their head office and met Mr.Toshi Ashti, Supervisor of Mrs Richa Nayak and enquired about queries he then informed the facts about the insurance policy. He then felt cheated and asked him to cancel the policy. But as free look period is over, he could not do anything. He explained him free look period is passed due to false commitment/assurance given by his employee to make necessary changes in insurance policy.

Contention of the complainant:

He wrote a mail to customer grievance about his complaint on 18.01.2023 and received their reply on 31.01.2023. But they simply replied free look period is over hence they are unable to process cancellation request. He re-wrote again on 01.02.2023 but did not get any reply. He gave reminder on 10th and 13th of Feb 2023 but still they did not respond. He had sent hard copy of complaint by hand to SBI Local office & via speed post to SBI's head office. He has requested to the forum for cancellation of policy.

Contention of the Respondent:

The respondent in their SCN have stated that the Company received a SBI Life– Smart Annuity Plus proposal form bearing no2W00213553 dated 06.10.2022 along with initial proposal deposit of Rs.20,00,000/- in the name of Mr.Raj Kumar Soni. The complainant has chosen a deferred annuity plan, with the annuity option- 1.10- 'Deferred Life Annuity with return of purchase price'. The complainant opted Deferral period as "1" year and annuity payout frequency as "Yearly". Accordingly, a policy bearing no. 2Wxxxx6602 was issued with date of commencement 06.10.2022 with date of first annuity payment as 06.10.2024 with annuity payment frequency as Annual. Thus, first annuity is due only on 06.10.2024. The policy was duly dispatched to the registered address of the complainant through Speed Post on 16.10.2022 vide AWB no. JN489793106IN which was duly delivered on 31.10.2022. In accordance with the IRDAI regulations, in case the policy holder is not satisfied with the terms & conditions as mentioned in the Policy Document, he/she has the option to return the policy under Free Look Cancellation to SBI Life Insurance Co. Ltd. As per the point no.7.2 Free look Period, 7:2.2. If you have purchased this policy through a channel other than distance marketing, you have 15 days from the date of the receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for cancellation". But in the instant case, the policyholder has not opted for Free Look Cancellation within the stipulated period. SBI Life Insurance Co. Ltd has not received any written request along with the Original Policy Document for Free Look Cancellation within the stipulated period. It is humbly submitted that the Company has duly replied to the queries/complaints received under the policy. The company received a complaint on 18.01.2023 which was duly replied to on 31.01.2023. Further, the company received various complaints on 01.02.2023, 10.02.2023 and 13.02.2023 which were also duly replied to by the company on 13.02.2023. Hence the complainant's allegation in that regard is specifically denied.

Observation and conclusions:

During hearing the complainant submitted that at the time of purchase of above policy SBI Life Insurance Employee, Mrs Richa Nayak met him and explained him the details of above policy. He stated that then itself he had very clearly expressed that he is a senior citizen aged 74 years and hence whenever he needs money he should be able to withdraw it. The SBI employee assured him that it is possible. He stated that when he received the policy bond, he observed that he will get annuity only from 06.10.2024 instead of 06.10.2023 and also that he does not have any withdrawal option to withdraw money in case of any emergency. He therefore approached, Mrs Richa Nayak within a week of getting policy document and raised his objections about the date of commencement of annuity. She assured that if there is any mistake, she would get it corrected but she did not. He stated that when he met Mr Toshi Asthi, supervisor of Mrs Richa Nayak he informed that he cannot get refund of his money, as free look period is over. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted policy No.2Wxxxx6602 was issued to complainant on 06.10.2022 against initial deposit of Rs.20,00,000/-. He submitted that complainant had chosen deferred annuity plan with annuity option 1.10 Deferred Life annuity with return of purchase price. He submitted that complainant had opted deferral period as 1 year and annuity payout frequency as annual. First annuity is due only on 06.10.2024. He submitted that policy bond was dispatched and delivered to the complainant on 31.10.2022. First complaint alleging mis selling was received from the complainant on 18.01.2023 and the same was rejected by the company on 31.01.2023 as he had approached after expiry of free look period. Respondent company concluded that the policy was issued as per the duly filled proposal form and hence the question of mis selling does not arise. It is confirmed by respondent company that Mrs Richa Nayak is their employee.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the complainant is a Senior Citizen, retired as Section Officer of Personnel Department from Bhilai Steel Plant, does not get any pension from his employer. Complainant during the course of hearing informed that he had withdrawn his amount invested in Fixed Deposits and re-invested them in the above policy on

the assurance given by the employee, Mrs Richa Nayak of insurance company that he can withdraw the amount at his convenience as and when required. Hence, it is established that the employee of the company who has explained the plan details initially has not guided him properly / given wrong information that he can withdraw the amount any time, when it is not actually allowed under the policy, which amounts to mis selling. The complainant being a senior citizen aged 74 years is hence deprived of his financial liquidity to face any adverse situation. The Company cannot absolve itself of its liability due to mis selling as the complainant has been misguided by their own employee. It is also seen that the policy bond was delivered to the complainant on 31.10.2022 and therefore the Free Look period expires on 15.11.2022. The complainant has approached company on 18.01.2023 i.e. within two months of expiry of free look period and therefore the respondent company is directed to refund. In view of foregoing, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-041-2223-1311

The complaint filed by Mr Raj Kumar Soni is allowed with directions to respondent company to cancel the policy No.2Wxxxxx6602 and refund the premium to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0022/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ashish Gupta
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0028
AWARD NO:IO/BHP/A/LI/0020/2023-2024

1.	Name & Address Of The Complainant	Ashish Gupta Ward -11, Vill Hardua Sirmour,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4267634	0				0		
3.	Name of insured	ASHISH GUPTA						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	35000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	35000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a) For the Complainant	Mr Ashish Gupta over WebEx App						
	b) For the Insurer	Mr Mitesh Pabari over WebEx App						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated that he was misguided by the Agent in the name of getting loan of Rs.5 lakhs. Two policies were got done this way one after the other.

Contention of the complainant:

The Company is not ready to help him. So he has requested to cancel the policy.

Contention of the Respondent:

The respondent in their SCN have stated that the after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which above policy was issued on 27.04.2020 dispatched with option of free look period of 15 days to the registered address of the complainant on 06.06.2020 vide POD EA923164069IN and delivered on 04.07.2020. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 30.08.2020 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 11.09.2020.

Observation and conclusions:

During hearing the complainant submitted that the above policy was sold to him fraudulently in the name of getting him loan of Rs.5 lakhs. He submitted that he was contacted by Mr Amit Agarwal, HDFC Manager who informed that he has to pay only the first instalment of Rs.35,000/- through policy and after that he will be given the loan. But when he did not get any loan after lapse of considerable time he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, but the same was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.50x-xxx7634 was issued to complainant on 27.04.2020 and that complainant has paid only one instalment of premium under policy. He further submitted that during the verification call made to the complainant, he did not raise any concern or grievance and was in agreement with the terms and conditions of the policy. First complaint alleging mis selling was received from the complainant on 30.08.2020 and the same was rejected by company on 11.09.2020 as he had approached after expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file It is observed that policy bond was delivered to complainant on 04.07.2020 and the last date of expiry of free look period is 19.07.2020. The complainant approached the company on 30.08.2020. This implies that complainant had approached company within a period of little over a month of expiry of free look period. After rejection of complaint by company on 11.09.2020, complainant has represented the case to the company on 04.04.2023 which was rejected on the same day. Hence the Company's argument that the complaint falls under limitation clause does not hold good. Considering the fact that initially complainant has approached company within a very reasonable period, In view of foregoing, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0028

The complaint filed by Mr Ashish Gupta is allowed with directions to respondent company cancel policy No.50x-xxx7634 and refund the premium amount under both the policies to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0020/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ajay Kumar Jain
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-036-2324-0009
AWARD NO: IO/BHP/A/LI/0017/2023-2024

1.	Name & Address Of The Complainant	Ajay Kumar Jain 1013/35 Grid Gwalior, Sure Ki Goth, Nai Sadak, Lashkar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53877747	0				0		
3.	Name of insured	Ajay Kumar Jain						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	51832						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a) For the Complainant	Mr Ajay Kumar Jain over WebEx App						
	b) For the Insurer	Mr Animesh Mishra, Manager Legal & Compliance over WebEx App						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he was contacted by Miss Radhika Awasthi in February 2020. She offered an appealing deal of an interest free loan of Rs.10,00,000/- to excel his small business. He was informed to initiate the process of loan within a month. He paid 1,00,000/- as advance payment of his first premium and he received 2 policy bonds of Rs. 50,000/- from Bharti AXA Life Insurance Company, he was eagerly waiting for 2 months but Miss. Kanika Sharma contacted him to inform that he would need to pay the tax which would cost around 60,000/- and received a policy bond from PNB Met Life Insurance Company. He was perplexed but made the payment for the sake of his loan. Miss. Kanika Sharma again contacted him in July 2020. He was told to include more funds as tax payment of his loan. She requested him to get dummy policy in his own name which they will refund with his loan itself. She lured him that the loan would really help him to tackle all the economic issues. He was informed to pay Rs.30,000/- after 2 months as a security of his loan. He was issued another policy from Canara HSBC Life Insurance Company. He was completely assured to disburse the loan within 4 months. She called him in February 2021 and demanded for last investment of Rs.50,000/- for the new account of loan. He received another policy bond from Reliance Nippon Life Insurance Company.

Contention of the complainant:

The agents promised him to provide his money within a few months. He waited for 10 months but their phones were switched off. He also visited the branch to inform about all the 6 policies while they told him that they do not issue any loan by policies. They knew that he was in dire need of money due to which they gave false allurements of loan to him. He is suffering from mental stress from the day. He has requested to the forum for refund of premiums after cancellation of policy.

Contention of the Respondent:

The respondent in their SCN have stated that after going through the key benefits and terms of the products the complainant chose to avail the said policy of the Company on crystal clear terms and conditions of the said policy as envisaged in the application cum proposal form which was duly signed and submitted by the Complainant to the Company for availing the following policy. Further, as per the POD summary, it is submitted that the customer was in receipt of the Policy Documents and the Company has not received any complaint of non-receipt of the Policy Document from the customer. We have also verified the Pre-Issuance Verification call made to the Complainant, whereby the complainant can be heard accepting the policy terms and conditions. It is specifically informed to the complainant that no loan or bonus is being offered along with the policy. Moreover, the premium paying term is clearly explained to the customer and upon confirmation of the same, the said policy was issued. The complainant approached the company with a request to cancel the captioned policy after 02 year of issuance of policy i.e. in January 2023 alleging mis-selling. Further, it is pertinent to mention herein that the Complainant chose to complain of mis-selling after exhaustion of the free-look period. The Complainant being a prudent person is expected to have read the policy terms and conditions and taken the policy accordingly. Also, if there was any alteration or fabrication found in the document from what has been ensured orally, the policyholder would have immediately raised a concern before the company, but the complainant chose not to approach the company thereby agreeing to the information provided in the policy document. That it is further pertinent to mention here that by the perusal of the complaint submitted by the complainant it could be ascertained that the complainant has invested in multiple insurance companies prior to the purchase of the policy from the answering company as such he was well aware of the insurance policy terms and conditions and also the amount was invested knowingly and not by any allurements. That it is further pertinent to mention here that it is an undisputed fact that the complainant has signed the declaration annexed along with the proposal form and even there is a selfie PIVC conducted by the company where the live photo of the complainant is present as such he cannot dispute the fact that he was unaware of the issuance of the policy by the company and he is liable to be put to strict proof of the allegations levelled by him in the complaint submitted before this Hon'ble Ombudsman. That it is further pertinent to mention here that the answering company has provided the life cover to the complainant for the period for which he has paid the premium to the company and since the complainant has failed to pay the further premium under the policy in question the policy got lapsed, till date the policy has not been revived by the complainant and the policy is in lapsed status. As such adhering to the terms and conditions of the policy in question no amount is payable to the complainant by the company.

Observation and conclusions:

During hearing the complainant submitted that the above policy was sold to him fraudulently in the name of loan. He stated that he was cheated and made to invest an amount of Rs.6-6.5lacs in insurance policies with an offer of providing him interest free loan of Rs.10 lacs. But even after lapse of ten months when he did not get any loan as assured, he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, which was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.53xx7747 was issued to complainant on 27.02.2021 against payment of premium of Rs.51,800/- and that the policy bond was delivered on time. First complaint alleging mis selling was received from the complainant in January, 2023 i.e. almost two years after expiry of free look period and hence rejected by the company.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than two years in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-036-2324-0009

The complaint filed by Mr. Ajay Kumar Jain stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0017/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sumit Patidar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0025
AWARD NO:IO/BHP/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	Sumit Patidar H.No-94, Gram-Dongargaon, Near Shri Ram Mandir Post- Semalda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-9426896	0				0		
	502-9426565	0				0		
3.	Name of insured	Sumit Patidar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	91499						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sumit Patidar over WebEx App						
	b)For the Insurer	Mr Mitesh Pabari over WebEx App						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he is brother of Harsh Patidar and is residing at 261A, Shanti Nath Puri, Near School, Indore. He stated that he has been cheated by insurance companies for Rs. 5,00,000/-. They are agriculturists and earned money to fulfill basic needs only. His family including his parents are completely dependent upon him. In the year 2020 he received a call from agents of insurance company asking for requirement of loan. In 2020 due to lockdown of covid pandemic everyone was in need of money and company had taken advantage of the situation and cheated people like them. He was also in need of money, and company agent had offered him loan of Rs. 15 lacs @ 0% rate of interest.

Contention of the complainant:

The telecaller first told him to pay Rs. 41,500/- against the processing fees of loan. Thereafter loan disbursement procedure would start. He kept faith on him and made payment. He was supposed to get loan in 30 days but before completion of 30 days the telecaller asked him money in the name of GST and he paid that amount. By giving different reasons like service charge, application charges, approval pendency charges and so on they demanded Rs. 10-15 lakhs. He was not aware about the issuance of policy as he had not signed any policy papers. He then lodged a complaint to grievance department of respondent company but did not get positive response from them. He has requested to the forum for cancellation of his all policies and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policies were issued on 23.11.2020, 08.12.2020 dispatched with option of free look period of 15 days to the registered address of the complainant on 25.11.2020, 10.12.2020 vide POD 37941562746, 37941599010 and delivered on 28.11.2020, 14.12.2020. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 04.10.2022 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 16.10.2022.

Observation and conclusions:

During hearing the complainant submitted that the above policies were issued to him with the assurance of getting him loan of Rs. 15 lacs. He stated that the telecallers kept on assuring him that he will be getting the loan shortly. But when nothing materialized, he tried to contact the telecallers, but their phone was switched off. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that above policies were issued to complainant on 23.11.2020, 08.12.2020 and that the complainant has paid one instalment of premium under both the policies. First complaint alleging mis selling was received from the complainant on 04.10.2022 and the same was rejected by company on 16.10.2022 as complainant approached two years after expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than two years in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0025

The complaint filed by Mr. Sumit Patidarstands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0018/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Deepak Rajak
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0030
AWARD NO:IO/BHP/A/LI/0019/2023-2024

1.	Name & Address Of The Complainant	Deepak Rajak H.No-391, Mangal Nagar Road, Froester Ward Bharat Chowk, Jharra Tikuriya, Murwara						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1827265	0				0		
	502-7228310	0				0		
3.	Name of insured	Deepak Rajak						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	29939						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Deepak Rajak over WebEx App						
	b)For the Insurer	Mr Mitesh Pabari over WebEx App						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated that he received a call from Mr. Sameer Gupta in September 2020. He informed him that the company was providing loan on behalf of dummy policies. It was an appealing offer as he demanded for 2 refundable policies of total 76,000/- in the pretext of providing loan of 7,60,000/-. He further added that he would just need to pay the annual premium of total Rs.76,000/- for 10 years. He told him that he has a good fortune being able to get such a deal. He was already going through a lot of financial issued so he paid hoping to get a good return. He received 2 policy bonds from Bharti Axa Life Insurance Company one after another. He told him that he will get the refund of both the dummy policies along with the loan itself after 1 week.

Contention of the complainant:

Sameer Gupta advised him to wait for 6 months telling that his file is in queue for some time. He got call from a new agent demanding for more money however he said complete no to him. He lost patience and decided to contact branch office. He visited the branch and he was shocked to know that the company will not provide any loans on behalf of policies. He was advised to put a written complaint to the company. He sent mail but he didn't receive satisfactory response even from the Company ends. He went to the branch office multiple times but they refused by saying that they would not be able to help him at the company level. He lost every hope when his phone went switched off. He has requested for refund of premium after cancellation of policies.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form online for insurance after which policies were issued on 14.09.2020,28.09.2020 dispatched with option of free look period of 15 days to the registered address of the complainant on 17.09.2020, 30.09.2020 vide POD EA937347098IN,EA949900809IN, and delivered on 23.09.2020, 05.10.2020. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through letter dated 06.11.2020 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances of loan. Thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 13.11.2020.

Observation and conclusions:

During hearing the complainant submitted that the above two policies were sold to him fraudulently in the name of loan. He stated that he was told that the loan amount will be released to him after purchase of first policy. But later informed that due to some technical issue in transfer of amount to his account, he has to purchase another policy and was assured that the second policy amount will also be refunded to him along with the loan. This way the free look period got expired. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that the above two policies were issued to complainant on 14.09.2020,28.09.2020. First complaint alleging mis selling was received from the complainant on 06.11.2020 and the same was rejected by company on 13.11.2020 as he had approached after expiry of freelook period. At this juncture they expressed their inability to cancel the policies and refund the premium.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that policy bonds was delivered to complainant on 23.09.2020,05.10.2020 and the last date of expiry of free look period is 08.10.2020,20.10.2020. The complainant approached the company on 06.11.2020. This implies that complainant had approached company within a period of one month of expiry of free look period. The Company's argument that the complainant has approached beyond of period of limitation does not hold good since the complainant has approached this Forum after representing his case with the company on several occasions viz. 31.01.2023, 13.02.2023, 12.03.2023. In view of foregoing, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0030

The complaint filed by Mr Deepak Rajak is allowed with directions to respondent company cancel policy No.50x-xxx7265,50x-xxx8310 and refund the premium amount under both the policies to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0019/2023-2024
Date:25/Apr/2023

INSURANCE OMBUDSMAN
Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ram Raksha Jha
VS
RESPONDENT: Aegon Life Ins.Co.Ltd.
COMPLAINT REF: NO: BHP-L-001-2223-1173
AWARD NO:IO/BHP/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Ram Raksha Jha H.No-853, Bhagat Singh Colony Behind Facing Company,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	150214340553	0				0		
	150314366051	0				0		
3.	Name of insured	Ram Raksha Jha						
4.	Name of the insurer/broker	Aegon Life Ins.Co.Ltd.						
5.	Date of receipt of the Complaint	02-Jan-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	232000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	29-Mar-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ram Raksha Jha over WebEx App						
	b)For the Insurer	Ms Karishma Mirji over WebEx App						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he is a senior citizen suffering with cancer. From 2015 he started receiving call from agents explaining all fake policies. One agent named Alok Jha told him about a new scheme in which he will get double returns on his investment within 2 years of investment. He became greedy after listening to the scheme and agreed to pay as per requirements. He was informed that the company will give single premium policy and after two years was supposed to get the amount. In 2016 he received a call from Devika Bajaj who informed that he is eligible for bonus of Rs.5 lacs and medical benefits also and asked him to pay Rs.13,000/- Rs.15,000/-, Rs.99,000/-, Rs.99,000/- and Rs.70,000/- one by one in gap of 1-2 months by giving reasons like GST, process stuck to proceed. This way they issued 22 policies to him and his family and friends. The Company had only informed that they will issue single premium policy and he will get the bonus amount. But he did not receive any money from the Company.

Contention of the complainant:

He is not educated and does not understand what is written on the policy bond. He invested all his retirement money with the intention of getting huge return while his pension is Rs.15,000/- only per month. Employees and agents had issued total 24 policies to him out of which 6 policy documents were not even received by him. In 2014 he was diagnosed with first stage cancer and disclosed the fact to agent but was told by agents that they will manage at their level. He has requested for cancellation of policies and return of money with compensation of Rs.50,000/- for mental harassment.

Contention of the Respondent:

The respondent in their SCN have stated that on receipt of duly filled and signed proposal form from life assured, above policies were issued by Company. Policy bond was dispatched on 28.03.2015, 02.03.2015 by Speed Post and delivered to complainant on 07.04.2015, 10.03.2015. Both the policies are in force-paid up-no revival stage. The features, terms and conditions of the policy were duly explained to the complainant and only after understanding the same in detail, life assured had signed the proposal form and had opted to take the policy to secure their life. Policy holder is a Graduate and working for the Government in lieu of the aforesaid facts, the plea taken by the complainant that he took the policy in lieu of bonus without being aware of the terms and conditions deserves an outright rejection. Complainant for the first time approached the Company with his allegations on 09.03.2022 i.e. after 7 years of policy issuance which is beyond the free look period and the same was duly responded to by the Company on 19.03.2022. Complainant again approached the company vide a complaint dated 21.06.2022 which was duly responded to by company on 01.07.2022. Complainant once again approached company on 02.08.2022 wherein the customer stated that he is suffering from Cancer. In view of the same company asked him to share his medical reports. Till date they have not received any response from customer. Complainant has attached no evidence to satisfy his allegation that he was wrongly induced to buy the said policy. Life Assured had submitted his self attested documents PAN card to the company as identity proof at the time of purchasing the policy. Complainant did not approach the Company prior with any allegations of mis selling or any queries pertaining to policy in question. Company denies the allegation and draws the attention toward benefit illustration which clearly states that the plan summary and the benefits available under the policy and this has been duly agreed to by the complainant at the proposal stage. Seeking for cancellation of life insurance policy and refund of premium thereto within the stipulated free look period is the responsibility of the policyholder in case he is not satisfied with the policy purchased by him / her and thus the company cannot be made liable for any omission made by him. Since policy is in reduced paid up status there is no question of refund of any premium amount.

Observation and conclusions:

During hearing the complainant submitted that he is a senior citizen and retired from Coal India. He submitted that he received a call from Mr Alok Jha who explained him about a new scheme wherein he will get double returns within two years of investment. He stated that he became greedy after listening to this and agreed to pay as per the requirements of Mr Jha and this way he was sold total 22 policies. He stated that he was told that he will be given a single premium paying policy and he will get the bonus amount. But when nothing materialized as assured, he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, which was rejected. He therefore appealed to this forum for cancellation of policy and refund of premium.

On their turn respondent company submitted that policy Nos.15xxxxxx0553,15xxxxxx6051 were issued to the complainant on 28.02.2015, 27.03.2015 against premium payment of Rs,90,000/- and Rs.1,45,000/-. She submitted that the policy bonds were duly delivered to the complainant on 07.04.2015, 10.03.2015 and that both the policies are in force-paid up-no revival stage. First complainant alleging mis selling was received from the complainant on 09.03.2022 i.e. after 7 years of policy issuance and hence rejected by the Company. She stated that complainant once again approached on 02.08.2022 informing that he is suffering from cancer. Company therefore requested him to share his medical reports and till date they have not received any response. She submitted that the company shall re look into the matter once the cancer related documents are received from the complainant.

This forum intervened at this juncture and directed the complainant to submit medical documents related to cancer so that the company may re look into the matter.

Respondent company vide mail dated 13.04.2023 have informed that the customer had shared only the cancer card of Tata Memorial Hospital dated 11.12.2014 and the company has been interacting with the customer through emails to share cancer related papers / reports and that the

customer has not shared any cancer treatment related papers till date with the Company. Respondent Company further stated that they had conducted an investigation which confirmed that complainant was a patient with the Hospital and Doctor had advised to visit the center every 6 months. However the patient has till date not visited the hospital. Hence in absence of any documentary evidence company expressed their inability to consider the case for payout.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that though complainant is suffering from cancer since 2014, he has not submitted relevant treatment related papers other than the Cancer Card till date to the company. In absence of the same, the action of the company for not considering the request of complainant is justified. Hence complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-001-2223-1173

The complaint filed by Mr. Ram Raksha Jha stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0016/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Amit Nanda
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0006
AWARD NO: IO/BHP/A/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Amit Nanda S/o Om Prakash Nanda, 904, Bliss-2, Sky Luxuria, Nipania,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-2893637	0				0		
3.	Name of insured	Amit Nanda						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a) For the Complainant	Mr Amit Nanda over WebEx App						
	b) For the Insurer	Mr Mitesh Pabari over WebEx App						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated that the policy was issued to him fraudulently by making false promise that if the payment of Rs.25,000/- of an old policy is made, there would be a refund of Rs.65,000/-. But instead he was issued new policy. It was only when the policy bond arrived at one of his old addresses he came to know of it.

Contention of the complainant:

Broker Mr Ashok Singh along with Aradhya Verma has been fooling him by making false promises since last eight months that this policy was only temporary and would not continue further as this policy was issued in lieu of old policy. He has requested to the forum for cancellation of policy and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policy was issued on 29.10.2021 dispatched with option of free look period of 15 days to the registered address of the complainant on 10.11.2021 vide POD EA933272068IN and delivered on 06.12.2021. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 20.06.2022 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 29.06.2022.

Observation and conclusions:

During hearing the complainant submitted that Mr Ashok Singh, Agent had called and informed that if he reactivates his old policy, he can get refund of it. He submitted that he took payment of Rs.25,000/- and was issued above policy of respondent company. He came to know later that above policy has been issued to him when he received the policy bond at his old address from his neighbour and that it is almost five years since he has moved to Indore. He stated that he had sent many mails to company and had also visited their Branch Office regarding cancellation of policy and refund of premium, but the same was rejected. He informed that he was issued two policies of respondent company, out of which one policy No. 50x-xxx8582 has already been cancelled and amount refunded by the company.

On their turn respondent company submitted that policy No.50x-xxx3637 was issued to the complainant on 29.10.2021 and that the PIVC call made to complainant was clear and successful. First complaint alleging mis selling was received from the complainant on 20.06.2022 and the same was rejected by company on 30.06.2022 as he had approached after expiry of free look period.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that policy bond was delivered to complainant on 06.12.2021 and complainant had approached company on 20.06.2022 which is within a period of six months of expiry of free look period. Further complainant had also sent copy of the mail dated 01.08.2022 wherein company has already reviewed and agreed to process the refund proceeds of policy No.50x-xxx8582 which was issued on 14.09.2021 (time lag being six months). It is apparent that the policy under complaint has been issued around the same time i.e. on 29.10.2021 and the complainant has approached company in four and half months for refund and hence, company is directed to refund the premium of policy No.50x-xxx3637. Hence, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0006

The complaint filed by Mr Amit Nanda is allowed with directions to respondent company cancel policy No.50x-xxx3637 and refund the premium amount to the complainant within 30 days from the date of receipt of this Award.

AWARD NO: IO/BHP/A/LI/0015/2023-2024

Date: 21/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Anil Kumar Garhwal
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: BHP-L-024-2324-0004
AWARD NO:IO/BHP/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Anil Kumar Garhwal 126 Old Jagdamba COlony, Jabalpur Near Vashu Dairy						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	90254384	0				0		
3.	Name of insured	Anil Kumar Garhwal						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99902						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Anil Kumar Garhwal over WebEx App						
	b)For the Insurer	Mr Karan Bagdai Sr Manager Legal over WebEx App						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he is working in Government sector and that he was duped by insurance company with the help of Agent who assured to get him interest free loan of Rs.20 lakhs. He stated that he got a call from Mr Pandey from Reliance Capital Mumbai and said there is scheme for loan and he will get loan of Rs.20 lakhs at 0% interest. He thought it was good opportunity to do some own business and enquired about the procedure. He was told to purchase one policy of Rs.1 lakh and has to pay 12years, after maturity profit amount will be adjusted by Company and he need not keep any mortgage. Amount will be transferred within 15-20 days and Agent informed that he will get concession of Rs.2000/- and asked for KYC documents online. The Company agent fraudulently sold him Edelweiss Tokio Insurance policy No.42xxxx591E on 10.02.2021 for Rs.98,000/-. After receipt of documents he started asking for loan amount and was informed that it will be credited to his account within a month.

Contention of the complainant:

After 20-25 days he received a call from Neha from Hyderabad who informed that the loan amount is under process but as there are some hurdles he need to pay stamp duty of Rs.65,000/- and was told that this amount will also be refunded with loan amount. He then received Max Life Insurance policy No.36xxx8465 on 09.03.2021 for Rs.64,579/- which was refunded after complaint to company. When he again followed up, he was told that he has to pay GST, which will also be refunded and he paid Rs.1,00,000/- and against this above policy of respondent company was issued. He lodged complaint to insurance company. He now requested to this forum for cancellation of policy and refund of premium.

Contention of the Respondent:

The respondent in their SCN have stated that the complainant had submitted duly filled and signed OTP verified proposal forms and other related supporting documents in order to seek above policy. Complainant had mentioned himself as Graduate in the proposal form and hence it can be said that he can understand the terms and conditions of the said policy. In view of this it can be said safely presumed that the policyholder had read and understood the proposal form carefully before signing the same. Company had accepted proposal form for granting insurance cover and issued policy bearing number Nos.90xx4384 with risk commencement date as 19.03.2021 on payment of premium of Rs.99,902/- and currently the policy is in lapsed condition. The policy bond was dispatched vide AWB No.EA404002095IN and delivered to the complainant. Company's representative had made Welcome Call to the complainant wherein he was briefed about policy features, terms and conditions and complainant confirmed that he had applied for said policy, complainant confirmed that he is very well aware and had understood policy terms and conditions, was specifically asked by the representative whether he was promised any undue benefits for buying these policies to which he denied. It is further submitted that despite receipt of the policy documents, the Complainant never approached the Company with any request for free look cancellation thereby implying that the terms and conditions of the subject policies were acceptable to him. It was only on 27.12.2022 i.e. after 1 years and 9 months after issuance of policy when complainant registered his complaint on the ground of mis selling. Company had duly conveyed the reasons for denial of cancellation of policy and reply in this regard was sent to complainant on 02.01.2023.

Observation and conclusions:

During hearing the complainant submitted that he received a call from Mumbai and told him about one time policy against which he can get loan upto Rs.30 lakhs within 15 days of purchase of policy. He stated that he therefore paid Rs.1 lacs and was also given discount of Rs.2,000/- by the telecaller. But when he did not get any loan within 15 days he approached the telecaller who informed that as there is some problem in processing the loan, he has to buy one more policy. He stated that this way he was sold few policies and the policy of respondent company was sold to him in the name of GST payment. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.90xx4384 was issued to the complainant on 19.03.2021 for a policy term of 15 years and premium paying term of 8years. He submitted that the complainant has paid one premium under the policy and that the Welcome Call was made to the complainant in Hindi wherein he was asked whether any undue benefits were assured to him, to which he denied. The policy bond was also delivered to the complainant on time and first complaint was received from the complainant on 27.12.2022 i.e. almost one and half year after expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than one and half year in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-024-2324-0004

The complaint filed by Mr. Anil Kumar Garhwal stands dismissed herewith

AWARD NO:IO/BHP/A/LI/0013/2023-2024

Date:20/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Rakesh Gothwal
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0018
AWARD NO: IO/BHP/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Rakesh Gothwal 10/1 Kalidas Marg, Kishanpura, Maxi Road, M L Nagar							
2.	Type Of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		502-4078304	0				0		
		502-3893604	0				0		
		502-3808602	0				0		
		502-3778441	0				0		
3.	Name of insured	Rakesh Gothwal							
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.							
5.	Date of receipt of the Complaint	20-Mar-2023							
6.	Nature of Complaint	Mis selling							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	135000							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.							
11.	Date of hearing Place of hearing	19-Apr-2023 Bhopal							
12.	Representation at the hearing								
	a) For the Complainant	Mr Rakesh Gothwal over WebEx App							
	b) For the Insurer	Mr Mitesh Pabari over WebEx App							
13.	Complaint how disposed	Dismissed							

COMPLAINT REF: NO: BHP-L-008-2324-0018

Brief Facts of the Case:

The complainant has stated that he had been cheated and mis sold policies by the respondent company. One Day he got a call from the Company agent/Broker Preeti Verma who offered him an interest free loan of Rs.10 to 15 Lakh. He was looking for loan to set up new business, so he asked the company agent/Broker about the procedure. The company agent informed that he has to take an insurance policy and that within a month his account will be credited with the loan amount. He provided the online documents to the company agent, after that received an insurance policy of respondent company. He had been guided by the company agent for a verification call and told not to disclose the benefit of the loan otherwise the loan application will get rejected. He was daily called by the company agent for a loan disbursement, but giving another reason sold several insurance policies. (GST/Application Charge Processing fees). But hadn't get the loan. Daily he was asking the status of loan but said it is under process.

Contention of the complainant:

He followed up 5-6 months, he did not receive the loan and later on the company agent stopped picking the call. He inquired with the customer care, then he understood that the company agent/Broker cheated him, and fraudulently took his consent and mis-sold insurance policy. Moreover he did not sign the policy forms and without his signature sold him an insurance policy and wrong information shown in the policy i.e Profession and annual income. He sent a complaint mail to the company but the same was declined by the company. He has requested for refund of premium after cancellation of policy.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policies were issued on 22.11.2019, 06.12.2019,07.01.2020, 30.03.2020 dispatched with option of free look period of 15 days to the registered address of the complainant on 25.11.2019, 09.12.2019,09.01.2020, 01.06.2020 vide POD 37093200410, EA949389325IN, 37093235944,EA923149058IN and delivered on 29.11.2019, 13.12.2019, 13.01.2020, 27.06.2020. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 20.10.2022 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 31.10.2022.

Observation and conclusions:

During hearing the complainant submitted that he is a resident of Ujjain and is working in a private company and was looking for loan to setup his business. He stated that in November, 2019 he received a call from Mr Rohit Thakur who did need analysis and suggested him a plan for the development of his business. He stated that the telecaller suggested him to buy a policy and after a month the loan would be credited to his account. He submitted that this way he was sold four policies continuously from November, 2019 to March, 2020 and that all his money got blocked. He further stated that he does not have the capacity to pay such huge premium. He approached the telecaller many a times but was given many excuses that due to lockdown he is working from home, loan approval is in process, etc. But when after lapse of considerable time, he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium which was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that above policies were issued to complainant on 22.11.2019,06.12.2019, 07.01.2020, 30.03.2020 and that the complainant has paid one instalment of premium under all the policies. He also stated that the PIVC Call made to the complainant was successful and the complainant did not raise any query or concern during the said call. First complaint alleging mis selling was received from the complainant on 20.10.2022 and the same was rejected by company on 31.10.2022 as complainant approached after two and half to three years of expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than two and half to three years in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0018

The complaint filed by Mr. Rakesh Gothwal stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0014/2023-2024

Date:20/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Priyanka Barman
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0003
AWARD NO: IO/BHP/A/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Priyanka Barman D/o Ramkumar, House NO.123/1, Ward Number 07, Village Kisalpuri, Post Office Kisalpuri Mal, Kisalpuri, Dindori						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		0				0		
3.	Name of insured	Priyanka Barman						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	49999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a) For the Complainant	Mr Dilip Kumar, Husband of the complainant over WebEx App						
	b) For the Insurer	Mr Mithesh Pabari over WebEx App						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated her husband received a call from Aakash Singh from Aditya Birla who assured to get him loan of Rs.22 lakhs against purchase of policies. Her husband therefore was told to buy a policy from respondent company for Rs.2 lakhs and after receipt of policy bond, amount will be sanctioned. He had to pay 10% of the total amount yearly as premium and 3% interest and on maturity he will get another 6-6.5lacs after deduction of interest. Her husband was sold two policies. He waited for sometime and after 2 weeks he was told to that he is eligible for loan of Rs.13 lacs only and told to purchase another policy in the name of another family member for Rs.49,999/-. This way policy No.50x-xxx1769 was purchased in her name against payment of Rs.49,999/-.

Contention of the complainant:

Respondent company sent a mail stating that they have agreed to refund the premium under both the policies taken by her husband and are not refunding the premium under above policy. She has requested to the forum for cancellation of policy and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policy was issued on 21.10.2022 dispatched with option of free look period of 15 days to the registered address of the complainant on 29.10.2022 vide PODJN964679792IN and delivered on 14.11.2022. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 18.01.2023 with respect to subject policy alleging that the policy was mis-sold to her with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 24.01.2023.

Observation and conclusions:

During hearing the representative of the complainant submitted that he had purchased the above policy in the name of his wife / complainant. He stated that the Brokers, M/s Authentic Ins Brokers, Indore had offered loan of Rs.20lacs against purchase of insurance policies. He stated that he had purchased two policies in his name and above policy in the name of his wife. He stated that the company is in the process of refunding the premium paid by him towards policies purchased in his name and therefore wanted refund of premium paid towards above policy also. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.50x-xxx1769 was issued in the name of complainant on 21.10.2022 and first complaint alleging mis selling was received on 18.01.2023. He stated that the request for refund of premium was rejected by the company as he had approached four months after expiry of free look period. At this juncture, they expressed their inability to cancel the policy and refund the premium.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the policy bond was delivered to the complainant on 14.11.2022 and complainant had approached the respondent company within 45 days of receipt of policy bond. Considering the fact that not much time has elapsed after expiry of free look period, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0003

The complaint filed by Mrs Priyanka Barman is allowed with directions to respondentcompany cancel policy No.50x-xxx1769 and refund the premium amount to the complainant within 30 days from the date of receiptof this Award.

AWARD NO:IO/BHP/A/LI/0007/2023-2024

Date:12/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Avdhesh Ahirwar
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: BHP-L-033-2223-1436
AWARD NO:IO/BHP/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Avdhesh Ahirwar 49/2, Ganesh Nagar, Gali No.2, Bhairavbaba Temple, Br. electronic complex, Pardeshi Pura, Indore (MP) 452003																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term		0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
	0				0													
3.	Name of insured	Avdhesh Ahirwar																
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.																
5.	Date of receipt of the Complaint	17-Mar-2023																
6.	Nature of Complaint	Mis selling																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	11-Apr-2023 Bhopal																
12.	Representation at the hearing																	
	a)For the Complainant	Mr Avdhesh Ahirwar over whatsapp video call on his mobile																
	b)For the Insurer	Ms Priya Dwivedi, Deputy Manager Legal over whatsapp video call on his mobile																
13.	Complaint how disposed	Recommendation																

Brief Facts of the Case:

The complainant has stated that he had purchased above policy from PNB Met Life online. At that time agent of the company conveyed to him to provide extra benefit but he could not get any extra benefit.

Contention of the complainant:

He lodged complaint to the company that he was misguided by the agent that is how his free look period got over. Now he wants to cancel his policy but neither company is cancelling his policy nor giving any extra benefit. He has requested to the forum for refund of premiums after cancelling his policy.

Contention of the Respondent:

The respondent in their SCN have stated that it is submitted that, the complainant applied for above policy by submitting the proposal forms and other related supporting documents along with payment of annual premium of Rs.39,139/-. The policy features were explained to the complainant and post understanding the policy terms and benefits in its entirety, he filled up and signed the proposal form out of his own volition as he is graduate, employed with private sector with annual income of Rs.4,50,000/-. Above policy was issued to complainant on 16.06.2022 against premium payment of Rs.39,139.26 and only one initial premium has been received under the policy. The policy document was dispatched on 21.06.2022 by speed post vide POD No.AX367816828IN and delivered on 27.08.2022. The Welcome Call made to the complainant was successful and complainant was duly intimated the premium paying term, policy term and frequency of premium and the complainant did not raise any concern during the welcome call. Later after expiry of free look period, complainant approached the company on 04.01.2023 and alleged mis selling that the policy was wrongly sold to him and seeking cancellation of policy and refund of premium. The Company declined the case on 15.01.2023 stating that the said policy was issued by the company on 16.06.2022 basis the information provided by him on the proposal form. Company evaluated the complaint and after verification of facts declined the case as policy was issued based on filed proposal, declaration via OTP, PIVV call was positive, PD timely delivered, reaction time of first complaint raised approximately 6 months after policy issuance.

Observation and conclusions:

During hearing the complainant submitted that at the time of purchase of above policy, the Agent had told him about many benefits available under the policy like 25% discount, pension of Rs.850/- per month, health insurance cover for Rs.3 lacs for 20 years. He stated that even after lapse of 7-8 months of purchase of policy, he did not get any extra benefit, mailed to company but did not get any reply from them. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.24xx4233 was issued to the complainant on 16.06.2022 against receipt of premium of Rs.39,000/-. She submitted that there are no such benefits available under the product purchased by the complainant. Policy bond was duly delivered to the complainant on 27.08.2022, PIVV call was successful and complainant had not raised any query or concern during the said call. She further stated that complainant is well educated and had purchased the policy at his own will. At this juncture they expressed their inability to cancel the policy and refund the premium.

On arguments and counter arguments, respondent company finally agreed to cancel the policy and refund the premium after deduction of administrative charges, stamp duty, GST charges, etc. This offer was accepted by the complainant. Thus, the complaint is resolved by mutual agreement between both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BHP-L-033-2223-1436

The matter between parties has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent to cancel policy No.24xx4233 and refund the premium after deduction of administrative charges, stamp duty, GST charges, etc. to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/R/LI/0005/2023-2024

Date:12/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sachin Yadav
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: BHP-L-033-2223-1437
AWARD NO: IO/BHP/A/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Sachin Yadav S/O Gendalal Yadav Sachin Studio Infron of Apollo Hospital Dhamnod						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		0				0		
		0				0		
3.	Name of insured	Sachin Yadav						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	83000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	11-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sachin Yadav over whatsapp video call on his mobile number						
	b)For the Insurer	Ms Priya Dwivedi, Deputy Manager Legal over whatsapp video call on her mobile						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he was contacted by different agents of insurance companies who misguided him regarding policies and gave fake promises about providing loan by taking their policies. He received a call from Namrata Agrawal, she asked whether he wanted loan from them. As he was in need of money he accepted the offer. The telecaller said that initially he had to purchase a policy and she convinced him to invest an amount of 30,000/-. After that he received a call from Kanika Sharma who told that he will be given a loan of Rs.3 lakhs initially and limit of loan can be increase up to Rs.7 lakhs. But he will have to purchase policies of Rs.80,000/- so he paid the amount as told by her and as soon as he made the payment made, she stopped answering the calls immediately.

Contention of the complainant:

After few days a new agent named Radhika Awasthi contacted him and assured to provide the whole funds in 10 days. She informed that he had not paid the GST due to which the process of my loan is halted by the company. After that Government imposed lockdown on 23.03.2020 due to which he lost contact with them. After 1 month he got a call again saying that he has to take another policy and this is last payment, as soon as he will give it he will get entire amount of Rs.20 lakhs in 10 days. In this way they again forced him to take another policy. He further stated that they cheated him by misrepresentation of 7 policies of different companies. He has requested to cancel all the policies.

Contention of the Respondent:

The respondent in their SCN have stated thatIt is submitted that, the complainant applied for the subject policies by submitting the proposal forms and other related supporting documents. The policy features were explained to the complainant and post understanding the policy terms and benefits in its entirety, he filled up and signed the proposal form out of his own volition as he is a post graduate doing business with annual income of Rs.4,00,000/-. Above policies were issued to complainant on 19.03.2019, 29.12.2020 against premium payment of Rs.29,353.58 and Rs.51,859.32 and only one initial premium has been received under both the policies. The policies documents were dispatched on 29.03.2019, 31.12.2020 by speed post vide POD No.EA399816926IN,EA176733202IN and delivered on 04.04.2019, 08.01.2021. The Welcome Call made to the complainant were successful and complainant was duly intimated the premium paying term, policy term and frequency of premium and the complainant did not raise any concern during the welcome call. As such it is proved by the welcome call that the complainant was happy with the policy and there is no mis selling. The complainant filed a complaint related to mis selling on 09.07.2021 that policy was issued to him wrongly and details mentioned in the proposal form are incorrect related to his annual income and he is not in a position to continue with the policies stating that he has call recordings and whatsapp chat. The Company replied on the same day and requested to share the detailed concern along with the evidence if any. Complainant again approached on 06.12.2022 with the same allegation of mis selling and company decline the case on 19.12.2022 stating that the said policies were issued by the company on 29.12.2020 and 19.03.2019 basis the information provided by him on the proposal form. Company evaluated the complaint and after verification of facts declined the case as welcome call was agreed, PD delivered for both cases, Reaction time is high, Complainant is educated enough to understand insurance jargons.

Observation and conclusions:

During hearing the complainant submitted that the above policies were sold to him fraudulently with the assurance of getting him loan. He stated that the Agents had cheated him and sold him multiple policies of different insurance companies. When he did not get any loan as promised he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, but the same was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that the above policies were issued to complainant on 19.03.2019, 29.12.2020 and thereafter the policy bonds were also duly delivered on 04.04.2019, 08.01.2021. She stated that the welcome call made to complainant was successful and complainant did not raise any query or concern during the said calls. Second policy was purchased by the complainant after one and half year of purchase of first policy which proved that complainant was satisfied with the first policy and hence purchased second policy. First complaint alleging mis selling was received from the complainant on 09.07.2021, followed by second complaint on 06.12.2022 and these were rejected by respondent company on 19.12.2022 as he had approached outside free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than one and half year in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-033-2223-1437

The complaint filed by Mr. Sachin Yadav stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0006/2023-2024

Date:12/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ajay Kumar Jain
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0001
AWARD NO:IO/BHP/A/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Ajay Kumar Jain 1013/35 Grid Gwalior, Sure Ki Goth, Nai Sadak Lashkar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		0				0		
		0				0		
3.	Name of insured	Ajay Kumar Jain						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99998						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ajay Kumar Jain over whatsapp video call on his mobile						
	b)For the Insurer	Mr Mitesh Pabari over whatsapp video call on his mobile						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated that he has been cheated by agents Ms Kanika Sharma and Ms Radhika Awasthi who issued above two policies in his name by alluring him with an interest free loan. The telecaller told that he need to pay premium on yearly basis and interest rate would be 0%.He paid Rs.1 lac and received above two policy bonds.

Contention of the complainant:

He waited for ten months and then contacted Ms Kanika in December, 2021 for loan but she misbehaved with him and refused to provide loan. He has requested to the forum for cancellation of both policies and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policy was issued on 09.03.2020, 12.03.2020 dispatched with option of free look period of 15 days to the registered address of the complainant on 12.03.2020, 14.03.2020 vide POD EA923082308IN, EA923121531IN and delivered on 17.03.2020, 19.03.2020. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 07.12.2020 with respect to subject policy alleging that the policies was mis-sold with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 11.12.2020.

Observation and conclusions:

During hearing the complainant submitted that the above policies were issued to him in the name of getting him interest free loan. He submitted that the telecallers informed him that he has to pay premium on yearly basis after which he will get interest free loan for Rs.10 lacs. He waited for ten months and when he contacted the telecallers for loan, they stopped picking his calls. He then realized that he has been cheated and approached respondent company for cancellation of policies and refund of premium but the same was rejected.

On their turn respondent company submitted that above policies were issued to complainant on 09.03.2020, 12.03.2020 and that the complainant has paid one instalment of premium under both the policies. First complaint alleging mis selling was received from the complainant on 07.12.2020 and the same was rejected by company on 11.12.2020 as complainant approached much later after expiry of free look period. I have heard both the parties and carefully gone through the documents available on the file. I observe that the policy bonds were delivered to the complainant on 17.03.2020, 19.03.2020 and complainant had approached the respondent company within eight and half months of receipt of policy bond. Considering the fact that not much time has elapsed after expiry of free look period, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0001

The complaint filed by Mr Ajay Kumar Jain is allowed with directions to respondent company cancel policy Nos.50x-xxx7293, 50x-xxx0537 and refund the premium amount to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0008/2023-2024

Date:13/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sachin Yadav
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: BHP-L-024-2223-1438
AWARD NO:IO/BHP/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Sachin Yadav S/O Gendalal Yadav Sachin Studio Infron of Apollo Hospital Dhamnod						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		0				0		
		0				0		
		0				0		
3.	Name of insured	Sachin Yadav						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	160000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sachin Yadav over WebEx App						
	b)For the Insurer	Ms Nilofer Shaikh, Legal Governance over WebEx App						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complainant has stated that he was contacted by different agents of insurance companies who misguided him regarding policies and gave fake promises about providing loan by taking their policies. He received a call from Namrata Agrawal, she asked whether he wanted loan from them. As he was in need of money he accepted the offer. The telecaller said that initially he had to purchase a policy and she convinced him to invest an amount of 30,000/-. After that he received a call from Kanika Sharma who told that he will be given a loan of Rs.3 lakhs initially and limit of loan can be increase up to Rs.7lakhs. But he will have to purchase policies of Rs.80,000/- so he paid the amount as told by her and as soon as he made the payment made, she stopped answering the calls immediately. After few days a new agent named Radhika Awasthi contacted him and assured to provide the whole funds in 10 days. She informed that he had not paid the GST due to which the process of my loan is halted by the company.

Contention of the complainant:

As he thought he would be getting loan quickly, he obeyed them and policy No.71xx8326 was issued on 15.02.2020. After that Government imposed lockdown on 23.03.2020 due to which he lost contact with them. After 1 month he got a call again saying that he has to take another policy and this is last payment, as soon as he will give it he will get entire amount of Rs.20 lakhs in 10 days. In this way they again forced him to take another policy. He further stated that they cheated him by misrepresentation of 7 policies of different companies. He has requested to cancel all the policies.

Contention of the Respondent:

The respondent in their SCN have stated that the complainant had submitted duly filled proposal forms and other related supporting documents in order to seek above policies. Complainant had mentioned himself as educated in the proposal form and hence it can be said that he can understand the terms and conditions of the said policies. In view of this it can be said safely presumed that the policyholder had read and understood the proposal form carefully before signing the same. Company had accepted proposal form for granting insurance cover and issued policy bearing number Nos.71xx8326, 20xx1065, 71xx0660,71xx9863 with risk commencement date as 13.02.2020, 23.06.2020, 31.10.2019 on payment of premium of Rs.69,910/-, Rs.39,919/-, Rs.49,951/- and currently the policies are in paid up and lapsed condition. The policy bonds were dispatched on 15.02.2020, 18.07.2020,09.11.2019 vide AWB No.EA400190257IN, EA403560328IN, EA175219035IN and delivered to the complainant. Complainant has paid two premiums under policy No.71xx8326, one instalment of premium under policy No.71xx0660 and paid one year (annual premium) and five months (after conversion to monthly mode) premium under policy No.71xx9863. Company's representative had made Pre Issuance Verification call and Welcome Call to the complainant wherein he was briefed about policy features, terms and conditions and complainant confirmed that he had applied for said policies, complainant confirmed that he is very well aware and had understood policy terms and conditions, was specifically asked by the representative whether he was promised any undue benefits like loan, refund of previous policy or mobile tower installation, etc. for buying these policies to which he denied. It is further submitted that despite receipt of the policy documents, the Complainant never approached the Company with any request for free look cancellation thereby implying that the terms and conditions of the subject policies were acceptable to him. It was only on 23.03.2021 i.e. after 1 years and 5 months after issuance of policies when complainant registered his complaint on the ground of mis selling. Company had duly conveyed the reasons for denial of cancellation of policy and reply in this regard was sent to complainant on 30.03.2021.

Observation and conclusions:

During hearing the complainant submitted that the above policies were sold to him fraudulently by giving him fake promises of providing him loan of Rs.10 lacs. He submitted that Agents of insurance companies misguided and gave him fake promises and sold multiple policies of various insurance companies. The Agents had cheated him and sold multiple policies in the name of loan is under process, GST, NOC and Guarantor, etc. He now appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy Nos.71xx8326, 71xx0660, 71xx9863 were issued to complainant on 13.02.2020, 23.06.2020, 31.10.2019 and that complainant has also paid renewal premiums under policy No.71xx8326 and 71xx9863. First complaint alleging mis selling was received from the complainant on 23.03.2021 and the same was rejected as he had approached one and year five months after expiry of free look period. As renewal premium under policy Nos.71xx8326 and 71xx9863 have been paid by the complainant, they expressed their inability to cancel these policies.

On arguments and counter arguments, respondent finally agreed to cancel only policy No.71xx0660 and refund the premium paid under the policy to the complainant. This offer was accepted by the complainant. Thus, the complaint is resolved by mutual agreement between both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BHP-L-024-2223-1438

The matter between parties has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent to cancel policy No. 71xx8326 and refund the premium to the complainant within 30 days from the date of receipt of this Award.

AWARD NO: IO/BHP/R/LI/0009/2023-2024
Date: 13/Apr/2023

INSURANCE OMBUDSMAN
Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Majid Khan
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2324-0002
AWARD NO:IO/BHP/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Majid Khan 21, Near Rafiqiya School, Chowkim Imambada						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5556850	0				0		
3.	Name of insured	Majid KHan						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Majid Khan over WebEx App						
	b)For the Insurer	Mr Mitesh Pabari over WebEx App						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant has stated that Mr Anshuman, representative of Bajaj Finance had sold the above policy to him against premium payment of Rs.60,000/- with the assurance of getting him loan. He was also informed that the loan will be sanctioned within 15 days of receipt of policy bond, if not, the premium amount would be credited back to his bank account.

Contention of the complainant:

But he neither got the loan amount nor the premium amount back. He lodged a complaint with the respondent company but did not receive any response from them. He has requested to the forum for cancellation of his all policies and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policy was issued on 28.04.2022 dispatched with option of free lookperiod of 15 days to the registered address of the complainant on 06.05.2022 vide POD JN949332060IN and delivered. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-lookperiod, the Company had received a complaint raised through email dated 30.12.2022 which is beyond free look period with respect to subject policies alleging that the policy was mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 05.01.2023.

Observation and conclusions:

During hearing the complainant submitted that the above policy was sold to him in the name of loan. He stated that he was informed that if loan is not given the policy will be cancelled. Now that he has not got the loan, company is not cancelling the policy and refunding the premium. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.50x-xxx6850 was issued to the complainant on 26.04.2022 and first complaint alleging mis selling was received on 30.12.2022. He stated that the request for refund of premium was rejected by the company as he had approached seven months after expiry of free look period. At this juncture, they expressed their inability to cancel the policy and refund the premium.

I have heard both the parties and carefully gone through the documents available on the file. The respondent company has repudiated the claim on the grounds that complainant has approached after 15 days free look period and in welcome call complainant has not raised any issue regarding loan etc. The complainant submitted that the concerned seller of policy tutored him not to say anything at welcome call as it would jeopardize the loan process. So all this appears to be well orchestrated scheme to befool the buyer and respondent company cannot wish away its responsibility as the mis selling is being done in their name. As soon as complainant realized that he had been tricked, he approached respondent company and in the instant case, within seven months of receipt of policy bond. Considering the fact that not much time has elapsed after expiry of free look period, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2324-0002

The complaint filed by Mr Majid Khan is allowed with directions to respondent company cancel policy No.50x-xxx6850 and refund the premium amount to the complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0012/2023-2024

Date:18/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - SHYAM LAL SAHU
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-008-2223-1444
AWARD NO:IO/BHP/A/LI/0011/2023-2024

1.	Name & Address Of The Complainant	SHYAM LAL SAHU Shishir Mandir School near, colony jairam nagar, Bilaspur Chhattisgarh . Pin no 495550						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-8384130	0				0		
	501-8579119	0				0		
3.	Name of insured	SHYAM LAL SAHU						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	30-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	44500.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Shyam Lal Sahu over whatsapp video call on his mobile						
	b)For the Insurer	Mr Mitesh Pabari over whatsapp video call on his mobile						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he is a supervisor, working in construction site, lives in kacha makan and to make it a pakka makkan there was a requirement of money. At this time, he received a call from Mr Subodh Roy informing that he will give him Rs.5 lacs loan. He therefore gave him his KYC details and other information which were necessary to get loan. The telecaller told him to get policy of respondent company and in case he failed to repay the loan, the company will recover from policy and he therefore paid Rs.44,500/-.

Contention of the complainant:

He was told that he will get loan within 7 days of receiving the policy bond. Then he received a call stating that the amount is falling short and he has to get another policy to increase the loan amount. He therefore paid Rs.51,000/- also. When he called the agent to inform the delivery of documents, the mobile was switched off. At this point he realized that he has been scammed and complained to respondent company for cancellation policy. After some time he was told that the policy is invested in share market and he has earned profit of Rs.4,45,480/ and in order to get the same he has to pay Rs.57,910/-. He stated that this way he was cheated and fraudulently sold above policies. He has requested to the forum for cancellation of his all policies and refund of money.

Contention of the Respondent:

The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which policies were issued on 28.12.2018,04.02.2019 dispatched with option of free look period of 15 days to the registered address of the complainant on 31.12.2018, 06.02.2019 vide POD EA902741821IN,EA918374904IN and delivered. The Company states that the policyholder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the policyholder had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions mentioned in the policy documents. In the instant case, after the expiry of the free-look period, the Company had received a complaint raised through email dated 25.06.2022 which is beyond free look period with respect to subject policies alleging that the policies were mis-sold to him with false assurances thereby, demanding cancellation of policy and refund of premium paid. That after evaluating the documents and records for the subject policy, the company was unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder. Further, the complainant approached the insurance company beyond the free look period. However, the complainant was apprised that the company would relook into the matter if mandatory documents are submitted for further investigation. Accordingly, the complaints were resolved to vide communication dated 04.07.2022.

Observation and conclusions:

During hearing the complainant submitted that he is a Civil Supervisor and that he received call offering him loan of Rs.5 lacs against purchase of policies. He stated that he applied for the same and paid Rs.44,999/- and policy No.50x-xxx4130 was issued to him. He submitted that he again received a call informing that the amount paid by him is falling short and hence he has to purchase one more policy. He stated that even after purchase of above policies, he did not get any loan assured and approached respondent company for cancellation of policies and refund of premium, but the same was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that above policies were issued to complainant on 28.12.2018,04.02.2019 and that the complainant has paid one instalment of premium under both the policies. First complaint alleging mis-selling was received from the complainant on 25.06.2022 and the same was rejected by company on 04.07.2022 as complainant approached much later after expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than three and half year in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-008-2223-1444

The complaint filed by Mr. Shyam Lal Sahu stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0011/2023-2024

Date:18/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Asish Gupta
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: BHP-L-024-2324-0007
AWARD NO:IO/BHP/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Asish Gupta Ward -11 Vill Hrdua Simour, Rewa						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71259433	0				0		
3.	Name of insured	ASHISH GUPTA						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	33332.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	17-Apr-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Mr Asish Gupta over whatsapp video call on his mobile						
	b)For the Insurer	Mr Kamlesh Pravesh Mishra, Senior Manager Legal overwhatsapp video call on his mobile						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant has stated that he was misguided by the Agent in the name of getting loan of Rs.5 lakhs. Two policies were got done this way one after the other.

Contention of the complainant:

The Company is not ready to help him. So he has requested to cancel the policy.

Contention of the Respondent:

The respondent in their SCN have stated that the complainant had submitted duly filled proposal forms and other related supporting documents in order to seek above policy. Complainant had mentioned himself as educated in the proposal form and hence it can be said that he can understand the terms and conditions of the said policy. In view of this it can be said safely presumed that the policyholder had read and understood the proposal form carefully before signing the same. Company had accepted proposal form for granting insurance cover and issued policy bearing number Nos.71xx9433 with risk commencement date as 15.02.2020 on payment of premium of Rs.33,332.37/- and currently the policy is in lapsed condition. The policy bond was dispatched vide AWB No.EA400206323IN and delivered to the complainant on 27.02.2020. Company's representative had made Welcome Call to the complainant wherein he was briefed about policy features, terms and conditions and complainant confirmed that he had applied for said policy, complainant confirmed that he is very well aware and had understood policy terms and conditions, was specifically asked by the representative whether he was promised any undue benefits for buying these policies to which he denied. It is further submitted that despite receipt of the policy documents, the Complainant never approached the Company with any request for free look cancellation thereby implying that the terms and conditions of the subject policies were acceptable to him. It was only on 20.10.2022 i.e. after 2 years and 8 months after issuance of policy when complainant registered his complaint on the ground of mis selling. Company had duly conveyed the reasons for denial of cancellation of policy and reply in this regard was sent to complainant on 05.11.2022.

Observation and conclusions:

During hearing the complainant submitted that the above policy was sold to him fraudulently in the name of getting him loan of Rs.5 lakhs. He submitted that he was contacted by Mr Amit Agarwal, HDFC Manager who informed that he has to pay only the first instalment through policy and after that he will be given the loan. But when he did not get any loan after lapse of considerable time he realized that he has been cheated and approached respondent company for cancellation of policy and refund of premium, but the same was rejected. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy Nos.71xx9433 was issued to complainant on 15.02.2020 and that complainant has paid only one instalment of premium under policy. He further submitted that during the verification call made to the complainant, he did not raise any concern or grievance and was in agreement with the terms and conditions of the policy. First complaint alleging mis selling was received from the complainant on 19.10.2022 and the same was rejected as he had approached two years and eight months after expiry of free look period.

I have heard both the parties and carefully gone through the documents available on the file. I observe that the complainant has not approached the respondent company within free look period. There is a delay of more than two years and eight months in approaching the respondent company. The Complainant has also failed to share any proof in support of his allegations regarding mis-selling. In view of the foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-024-2324-0007

The complaint filed by Mr. Asish Gupta stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0010/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhubaneswar
(State of Odisha)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI MANOJ PARIDA, IAS(Rtd)
CASE OF COMPLAINANT - RABINDRA KUMAR DASH
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHU-L-019-2324-0007
AWARD NO: IO/BHU/R/LI/0002/2023-2024

1.	Name & Address Of The Complainant	RABINDRA KUMAR DASH PLOT NO-136 MOMFOF, SBI HOUSING COLONY SOUBHAGYA NAGAR, SIRIPUR BBSR-751003						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	04549528	177401			20-Apr-2022	25411	48	12
3.	Name of insured	Arpita Dash						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	31-Mar-2023						
6.	Nature of Complaint	The complaint relates to mis-selling of Life Insurance Policy.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25411						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Bhubaneswar						
12.	Representation at the hearing							
	a) For the Complainant	Rabindra Kumar Dash						
	b) For the Insurer	Mr. Bijay Kumar Sahani Asst. Manager						
13.	Complaint how disposed	Under ombudsman Rule 2017						

Brief Facts of the Case:

Rabindra Kumar Dash (**herein after referred to as the complainant**) had filed a complaint against HDFC Life Insurance Company Ltd (**herein after referred to as the Respondent Insurance company**) alleging mis-selling of Life insurance policy by the Company. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

Contention of the complainant:

The Complainant submitted that after getting a telephone call from the erstwhile Exide Life Insurer, the complainant visited the Branch office to receive a gift item and at that time they motivated to purchase a Life Insurance policy and assured several false promises. Being biased by the false promises he purchased a policy. But on receipt of the policy bond on 02.05.2022 the complainant found that the terms and conditions mentioned in the policy are not acceptable to him. So, he requested the Insurer on 12.05.2022 i.e., within the stipulated Free Look period to cancel the policy and refund the premium. But the Insurance Company rejected the request on 13.05.2022, taking a false plea that the mail ID of the complainant is not registered with the Insurer. So, he represented again to the Insurer on 20.06.2022 for cancellation of the policy and refund of premium. The Insurer rejected the request on 20.06.2022 under the pretext that request has not been received within free look period. Being aggrieved, the complainant approached this Forum for redressal of his grievance.

Contention of the Respondent:

Per contra, the respondent insurer submitted that based on duly filled and signed benefit illustration and proposal form, the above policy was issued and dispatched on 22.04.2022 by registered post and the status shows "delivered". The complainant was aware of the benefit term, premium-term, and amount of premium payable under the said policy. The Insurance Company had duly verified the details of the policy and the policy holder during the Video Verification Call, and he had never disagreed with the terms and conditions of the policy. The complainant never raised any concern during the stipulated free look period, thereby implied that he had agreed to the terms and conditions of the policy. The first complaint was lodged by the complainant on 20.06.2022 i.e., after 2 months from the date of issue of the policy. The Respondent Insurer rejected the request for cancellation on the same day i.e., on 20.06.2022. The Insurer further submitted that a contract of Insurance is an agreement between the proposer and the Insurance Company, wherein both parties agree to be bound by and are expected to strictly adhere to the terms and conditions of the Contract of Insurance. The Insurer denied the entire complaint in toto stating that the complainant has leveled false accusations without any material evidence. Hence the Insurer prayed for dismissal of the complaint in the interest of justice.

Observation and conclusions:

I have carefully gone through the background of the case and the relevant records available on file. I have also given personal hearing to the parties.

During the personal hearing both parties reached an agreement through mediation of the Ombudsman.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BHU-L-019-2324-0007

As mutually agreed, the Insurance Company will return the premiums paid to the policyholder as full and final settlement in Complaint No. BHU-L-019-2324-0007.

This "Mediated Award" is passed accordingly.

AWARD NO:IO/BHU/R/LI/0002/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Bhubaneswar

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhubaneswar
(State of Odisha)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SRI MANOJ PARIDA, IAS(Rtd.)
CASE OF COMPLAINANT - Gitanjali Mishra
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHU-L-019-2324-0009
AWARD NO: IO/BHU/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Gitanjali Mishra B-10, Kalyaninagar PO-Patrapada BBSR, Khorda-						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	04618388	203224	12-Oct-2022	12-Oct-2067	12-Oct-2022	27644	45	12
3.	Name of insured		Soumya Ranjan Mishra					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		03-Apr-2023					
6.	Nature of Complaint		The complaint relates to mis-selling of Life Insurance Policy.					
7.	Amount of Claim		27644.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		27644					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Bhubaneswar					
12.	Representation at the hearing							
	a) For the Complainant		Mr. Manoranjan Mishra Spouse of the Complainant					
	b) For the Insurer		Mr. Bijay Kumar Sahani Assistant Manager.					
13.	Complaint how disposed		Under Rule 16 of IO Rule 2017					

Brief Facts of the Case:

Mrs. Gitanjali Mishra (**herein after referred to as the complainant**) had filed a complaint against HDFC Life Insurance Company Ltd (**herein after referred to as the respondent Insurance company**) alleging mis-selling of life insurance policy. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

Contention of the complainant:

The complainant submitted that the key features of the policy were explained to him by the Brokerage team and accordingly the complainant purchased the impugned policy. But after getting the policy Bond on 26.10.2022 she found some mistakes such as wrong date of Birth of her son and wrong mobile number in the policy Bond and the terms and conditions are not acceptable to her. Surprisingly the mobile number mentioned in the policy pertains to Ms. Shibani Choudhury, who was canvassing the policy to her and Pre-Verification Call has been completed with that mobile number. So she requested for cancellation of policy on 04.11.2022 i.e. within the free look period and again with a reminder on 19.11.2022. The Insurance company has never disputed the receipt of cancellation letter dtd.04.11.2022 within free look period but informed to the complainant that the company has received another retention letter dtd.10.11.2022 from the complainant not to cancel the policy which is totally false and frivolous. Being aggrieved and finding no other alternative, the complainant approached this Forum for redressal of his grievances.

Contention of the Respondent:

Per contra, the respondent insurer submitted that based on duly filled and signed benefit illustration and proposal form, the above policy was issued. The complainant was aware of the benefit term, mode, premium-term and amount of premium payable under the said policy. Further the Company submitted that Policy document was delivered to the complainant on 26.10.2022. The complainant never raised any concern during the stipulated free look period, thereby implied that she had agreed to the terms and conditions of the policy. The first complaint was raised by the complainant on 19.11.2022 for cancellation of the policy. The Insurer further submitted that the complainant has submitted another duly signed retention letter dtd.10.11.2022 to continue the policy with the Insurer. Accordingly, the request for free look cancellation was not processed. Further, the retention call recording where the complainant has expressed satisfaction with the terms and conditions of the policy and requested to revoke the cancellation request dtd.04.11.2022 and calling was made at the number which was mentioned in the proposal form. However on receipt of the Ombudsman complaint the company decided to refund the premium as a service gesture.

Observation and conclusions:

I have carefully gone through the background of the case and the relevant records available on file. I have also given personal hearing to the parties.

Both parties reached an agreement during the hearing through mediation of the Ombudsman.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BHU-L-019-2324-0009

As mutually agreed, the Insurance Company will refund the premiums received as full and final settlement in Complaint No.BHU-L-019-2324-0009.

This "Mediated Award" is passed accordingly.

AWARD NO:IO/BHU/R/LI/0003/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Bhubaneswar

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH

CASE OF COMPLAINANT - Ranjit Kaur & Hardeep Singh

VS

RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,

COMPLAINT REF: NO: CHD-L-024-2324-0041

AWARD NO:IO/CHD/A/LI/0062/2023-2024

1.	Name & Address Of The Complainant	Ranjit Kaur & Hardeep Singh B-24/230/4, Nabha Gate, Baghichi Jiwan Singh, Patiala						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	89444724	524000			11-Mar-2021	50000	10	5
	89349658	622000			06-Mar-2021	50000	10	5
3.	Name of insured		Ranjit Kaur & Hardeep Singh					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		17-Apr-2023					
6.	Nature of Complaint		Mis-Selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		240000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		26-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Ranjit Kaur & Hardeep Singh					
	b)For the Insurer		Kamlesh Mishra					
13.	Complaint how disposed		Award under Rule 17					

Brief Facts of the Case:

Mr. Hardeep Singh and Ms. Ranjit Kaur (hereinafter, the Complainant) has filed a complaint in respect of the policy as mentioned above against India First Life Insurance Co. Ltd (hereinafter, the Insurers) alleging misselling of the subject policies.

Contention of the complainant:

The complainant has stated that he and his mother Ms. Ranjit Kaur have been cheated and misguided by Bank of Baroda staff who sold them 3 insurance policies involving Rs. 2.30 Lakhs. Out of which the 2 subject policies are of India First Life Company. His mother doesn't understand English and therefore got trapped. Thus, being aggrieved with the insurers he has approached this forum to seek relief.

Contention of the Respondent:

The Insurer did not submit the SCN within the time frame.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above. The complainant reiterated that the subject policy was sold to him and her mother by Bank of Baroda staff on false promise of fixed deposit. The insurers contended that the complainant had approached them for cancellation of subject policy after the completion of free look period and thus the complaint was not tenable. When asked about the source of procurement of the subject policy the insurers stated that the policy was sold by their corporate agent Bank of Baroda but surprisingly neither the SCN was submitted by the insurer nor any details of the point of sale or employee of the corporate agent. No comments were even obtained by the insurer from the concerned POS or employee of the corporate agent who has pitched and sold this policy in which allegation of mis selling was made. Thus, it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this corporate agent in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked to provide the recordings of the conversations during pre-solicitation of policy and up to closing of the sale of the subject policies. Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

Thus, there seems to be preponderance of probability of mis selling of the subject policy. Accordingly, the insurers are directed to cancel the subject policy from inception and refund the amount of premium paid to the complainant subject to the following:

1. Deductions of administrative cost of issuance of policy document
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-024-2324-0041

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

AWARD NO:IO/CHD/A/LI/0062/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH

CASE OF COMPLAINANT - Suresh Chander Joshi

VS

RESPONDENT: Kotak Mahindra Life Insurance Company

COMPLAINT REF: NO: CHD-L-026-2324-0016

AWARD NO:IO/CHD/A/LI/0069/2023-2024

1.	Name & Address Of The Complainant	Suresh Chander Joshi # 152, Type 2, Sector 2, Naya Nangal						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	74476530	1000000			24-Dec-2020	104767	15	7
3.	Name of insured	Suresh Chander Joshi						
4.	Name of the insurer/broker	Kotak Mahindra Life Insurance Company						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	104767						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	27-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Suresh Chander Joshi						
	b)For the Insurer	Manish Mittal						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Mr. Suresh Chander Joshi (hereinafter, the Complainant) has filed this complaint against Kotak Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis selling under the subject policy.

Contention of the complainant:

The complainant alleges that one of the employees of Kotak Life Mr. Pawan Kumar approached him and convinced him to take the subject policy. She did not give him any plan details neither explained him about the plan. The policy was issued on 24.12.2020. On receiving the policy, he found that the plan is not suitable to him and hence applied for the cancellation within the free look period.

But he was informed that he has himself cancelled this free look cancellation request which he doesn't remember. He never agreed to continue with the policy. He asked the company to show the proof of his request for withdrawal of his Free look cancellation request. On being aggrieved he has approached this forum to seek relief.

Contention of the Respondent:

The Company stated in their SCN dated 19.04.2023 that Mr. Suresh Chander Joshi after understanding that it was a life insurance plan, had submitted the Proposal Form for his son (who is the life insured) via Digital mode after going through the Benefit Illustration which consists of all the future benefits which will be paid and the details of the plan opted for and the number of premiums that the Customer would have to pay. On the basis of the Proposal Form and premium received the policy was issued and dispatched as per his own choice.

The welcome letter in the policy document clearly mentioned that there was a period of 15/30 (in case of electronic mode) days for the customer to return the policy under Free Look cancellation, in case he/she was not agreeable to any of the terms and conditions of the policy. However, the customer did avail of the free look and after receiving the request the company had again approached him via the sales team and he had given the retention letter dated 09.01.2021.

It is noteworthy to understand that prior to the issuance of the policy, a pre-issuance verification call was done to the customer. It is required to mention here that the address and email id and phone is verified by the caller. Where in the client was elaborately provided details pertaining to the plan opted for by the complainant and the underlying premium payment obligations. That all the allegations leveled against the company in the complaint under reply are false and incorrect and an after thought and should be rejected.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above. The complainant reiterated that the subject policy was sold to him but the plan details were not explained to him clearly. Later on during the verification call, before policy issuance, the complainant had informed the company that he does not wish to continue with the policy issuance as the terms and conditions are not satisfactory to him.

The Complainant also informed this forum that after this call an executive from the Insurer visited him and took his signature on a blank sheet which has been used to write a retention letter on his behalf and he does not wish to do so. The insurers contended that the complainant had given the consent by way of retention letter and now has approached them for cancellation of subject policy after expiry of the free look cancellation period and thus the complaint was not tenable.

On going through the facts, documents and observations made, it is evident that the retention letter submitted by the Insurer is without the consent of the Complainant. The letter is without any date and signature of the complainant is also signed randomly on the page and is not aligned with the complainant's name section.

The insurers neither in their SCN nor during the course of online hearing could provide any clarifications in respect of allegations made by the complainant. They also did not provide the recordings of the verification call. Thus, there seems to be preponderance of probability of mis selling of the subject policy.

Accordingly, the insurers are directed to cancel the subject policy from inception and refund the amount of premium paid to the complainant subject to the following:

1. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
2. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-026-2324-0016

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- 1.To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 2.In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

AWARD NO:IO/CHD/A/LI/0069/2023-2024
Date:29/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Joginder Singh
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-2324-0011
AWARD NO:IO/CHD/A/LI/0060/2023-2024

1.	Name & Address Of The Complainant	Joginder Singh House no. 455/9, Sanoli Road Near Shiv Chowk						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54060144	232622	10-Feb-2022	10-Feb-2037	10-Feb-2022	26899	15 years/yearly	10 years
3.	Name of insured	Balvinder Singh						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	26899						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Joginder Singh the complainant						
	b)For the Insurer	Animesh Mishra, Senior Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Mr Joginder Singh (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policy bearing number 54060144 by Reliance Nippon Life Insurance Company Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that he was trapped in this fraud by the sales agent and four policies were issued to him and he has lost Rs 336880/-. He has a earning of Rs 20000 per month & is not in a position to pay further premiums. He was told that a Jio Tower will be installed and he will get rent of Rs 35000/- monthly. He has the call recordings which establish the modus operandi of the fraudsters. He has complained to the company also for cancellation of the policy but was not heard. As such the complainant has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 24.04.2023 has informed that the policy bearing number 54060144 was issued on 14.02.2022 for a premium of Rs 26899/- to be paid for 10 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form from the Life Assured. Policy documents were dispatched to the client promptly and were duly delivered 17.02.2022. One premium under the policy has been received. The complainant complained to the company first time on 28.01.2023 which was beyond free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits associated with installation of a mobile tower at his premises.

The insurers on the other hand contended that the request for cancellation of the subject policy could not be acceded to as the same was submitted after expiry of free look period.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s North India Finserv Pvt Ltd. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurers have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers, they were asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant , number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling leveled against the insurer /broker. In spite of regular follow up, the insurer

chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer in the matter.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-036-2324-0011

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 54060144 and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0060/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Jyoti Dhingra
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-2324-0010
AWARD NO:IO/CHD/A/LI/0061/2023-2024

1.	Name & Address Of The Complainant	Jyoti Dhingra House no. 455/9, Sanoli Road, Near Shiv Chowk						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54067957	267983	25-Feb-2022	25-Feb-2037	25-Feb-2022	32500	15 years/yearly	10 years
3.	Name of insured		Jyoti Dhingra					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		05-Apr-2023					
6.	Nature of Complaint		Misrepresentation of policy terms and conditions.					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		32500					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Ms Jyoti Dhingra the complainant					
	b)For the Insurer		Animesh Mishra, Senior Manager (Legal)					
13.	Complaint how disposed		Award under Rule 17					

Brief Facts of the Case:

Ms Jyoti Dhingra (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policy bearing number 54067957 by Reliance Nippon Life Insurance Company Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that she was trapped in this fraud by the sales agent and four policies were issued to her and she has lost Rs 336880/-. She has a earning of Rs 20000 per month & is not in a position to pay further premiums. She was told that a Jio Tower will be installed and she will get rent of Rs 35000/- monthly. She has the call recordings which establish the modus operandi of the fraudsters. She has complained to the company also for cancellation of the policy but was not heard. As such the complainant has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 24.04.2023 has informed that the policy bearing number 54067957 was issued on 25.02.2022 for a premium of Rs 32500/- to be paid for 10 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form from the Life Assured. Policy documents were dispatched to the client promptly and were duly delivered 30.03.2022. One premium under the policy has been received. The complainant complained to the company first time on 28.01.2023 which was beyond free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits associated with installation of a mobile tower at her premises.

The insurers on the other hand contended that the request for cancellation of the subject policy could not be acceded to as the same was submitted after expiry of free look period.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s BFSI Insurance Brokering Pvt Ltd. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurers have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers, they were asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant , number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling leveled against the insurer /broker. In spite of regular follow up, the insurer

chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer in the matter.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-036-2324-0010

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 54067957 and refund the premium subject to the following:

- **Deductions of administrative cost of issuance of policy document**
- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0061/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Farid Din

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0002

AWARD NO:IO/CHD/A/LI/0056/2023-2024

1.	Name & Address Of The Complainant	Farid Din VPO -Aundh, Ward no-3 Himachal Pradesh						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4205287	717006	19-Jun-2020	19-Jun-2032	19-Jun-2020	67515	12 years/yearly	12 years
3.	Name of insured	Farid Din						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	70000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	70000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	26-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Farid Din						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Farid Din (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 502-4205287.

Contention of the complainant:

The complainant has stated that he received a call from someone by the name of Aditya Khanna posing as an officer of Reliance Jio Company and issued the subject policy on the allurement of providing benefits associated with installing a tower at his premises.

He has further stated that he was advised not to say anything related to installation of tower during the verification call made by the insurers. He has alleged that some more policies were issued in the name of other family members on the pretext of clearing various charges. He has further stated that he kept following up the matter with the said officer but to no avail.

The complainant has stated further that when he came to know of the fraud he represented to the insurers to seek relief in the matter but has not received any reply. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 10/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 29/08/2022 with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 09/09/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits associated with installing a mobile tower at his premises. He further stated that the insurers had either refunded the premium or issued a single premium policy in respect of the policies issued in the name of his family members. He stated further that he retired as Naik from the Indian Army and is earning a monthly pension of Rs 26,000/- and thus cannot afford the policies issued in his name.

The insurers reiterated that the subject policy was issued on receipt of OTP based verification of the proposal form submitted by the complainant and he had willingly opted for the subject policy.

On perusal of the documents submitted by the insurer which include the copy of policy bond, it has been observed that the subject policy was sold by the tele callers of the corporate agent in the subject case M/s Haxar Insurance Services Pvt Ltd.

But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the corporate agent who has through distance marketing solicited and sold this

policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurers have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers, they were asked to provide details of any clarifications sought from the said corporate agent in respect of allegations made by the complainant, number of mis selling complaints received against this agent in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said corporate agent is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

In spite of regular follow up, the insurer have provided the recordings of confirmation calls only and chose not to provide any more critical information asked for in the matter from which it is presumed that the insurer has no defense to offer in the matter.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0002

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-4205287 and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0056/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Dev Prakash Sharma

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0024

AWARD NO:IO/CHD/A/LI/0055/2023-2024

1.	Name & Address Of The Complainant	Dev Prakash Sharma A Lodge Cemetary Road, NR Market Shimla Urban(T) Sanjauli						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5032835315	258802	20-Oct-2021	20-Oct-2033	20-Oct-2021	24464	12 years/yearly	12 years
	5032844093	42769	22-Oct-2021	22-Oct-2033	22-Oct-2021	40365	12 years/yearly	12 YEARS
3.	Name of insured	Dev Prakash Sharma						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	70000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Dev Prakash Sharma						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Dev Prakash Sharma (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 503-2835315 and 503-2844093.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashok Jain posing as an employee of Insurance Ombudsman who issued two subject policies in his name and another policy was issued in the name of his son on the allurement of providing refund from previous lapsed policy.

The complainant has further stated that the 3 policies involve a premium of about Rs 1,10,000/-. He approached the insurer for cancellation of the subject policies but his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 11/04/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 29/12/2022 with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 03/01/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing refund from his previous policies which were lapsed. He further stated that the insurers had themselves agreed to refunded the premium in respect of the policy issued in the name of his son when he filed a complaint with this forum.

The insurers reiterated that the subject policy was issued on receipt of OTP based verification of the proposal form submitted by the complainant and he had willingly opted for the subject policy.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s EDOCD Solutions Pvt Ltd. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have not been commented upon by the insurer. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling

was made. Thus it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said misselling complaints to the Regulator, whether they have an internal process of reporting all such miselling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

This was a case where after payment of one premium the policy is lapsed on allegation of mis selling so for a justified order it was inquired from the representative to provide details about insurer's policy in such like cases on procurement cost and whether the procurement cost incurred has been recovered from the broker or not.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0024

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policies bearing number 503-2835315 and 503-2844093 and refund the premium subject to the following:

- **Deductions of administrative cost of issuance of policy document**
- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0055/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Parvesh Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0034

AWARD NO:IO/CHD/A/LI/0058/2023-2024

1.	Name & Address Of The Complainant	Parvesh Kumar S/o Sawroop Chand, Ward N.02 Vill lakhamandal Teh.Kangra Pathiar (242)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-1054231	903042	30-Apr-2021	30-Apr-2033	30-Apr-2021	48921	12 years/yearly	12 years
3.	Name of insured	Parvesh Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	50000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Parvesh Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Parvesh Kumar (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 503-1054231.

Contention of the complainant:

The complainant has alleged that he was contacted by someone by the name of Pankaj posing as an agent of the insurers who issued the subject policy on the allurement of providing interest free loan. He has further alleged that another policy was issued on the pretext of clearing various taxes .

When he did not receive the promised loan he contacted the tele callers but no reply was received. He has stated that he approached the insurer for cancellation of the subject policy but his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 18/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 24/07/2021 with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus the request for cancellation of policy was denied vide their communication dated 31/07/2021 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing interest free loan.

The insurers on the other hand stated that the complainant had approached them on 24/07/2021 with his grievance in respect of the subject policy and they have replied to the complainant on 31/07/2021. They contended that the complaint was thus not tenable as per Rule 14(3)(b)(ii) of Ombudsman Rues 2017 which states that "No complaint to the Insurance Ombudsman shall lie unless the complaint is made within one year after receipt of decision of the insurer [or insurance broker, as the case may be,] which is not to the satisfaction of the complainant."

When asked about the delay in filing the complaint, the complainant stated that he followed up the matter with the tele callers and they kept delaying his request for cancellation on one pretext or the other. The complainant has placed on record a loan agreement given to him in respect of the subject policy. He has submitted recordings of his telephonic conversations exchanged with the said tele callers which clearly establish the fact that the subject policy was sold on the pretext of providing loan to the complainant and the tele callers employed delaying tactics on one pretext or the other so as to

dissuade the complainant from filing his complaint.

In view of the aforesaid observations I feel that the complainant has justified the delay in filing the complaint and thus the delay is condoned herewith.

Taking into account the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0034

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 503-1054231 and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0058/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Parvesh Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0035

AWARD NO:IO/CHD/A/LI/0057/2023-2024

1.	Name & Address Of The Complainant	Parvesh Kumar S/O Sawroop Chand, Ward N.02 Vill lakhamandal Teh.Kangra Pathiar (242)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-9874889	570519	18-Mar-2021	18-Mar-2033	18-Mar-2021	48921	12 years/yearly	12 years
3.	Name of insured	Parvesh Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	50000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Parvesh Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Parvesh Kumar (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 502-9874889.

Contention of the complainant:

The complainant has alleged that he was contacted by someone by the name of Pankaj posing as an agent of the insurers who issued the subject policy on the allurements of providing interest free loan. He has further alleged that another policy was issued on the pretext of clearing various taxes .

When he did not receive the promised loan he contacted the tele callers but no reply was received. He has stated that he approached the insurer for cancellation of the subject policy but his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 18/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 24/07/2021 with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus the request for cancellation of policy was denied vide their communication dated 31/07/2021 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing interest free loan.

The insurers on the other hand stated that the complainant had approached them on 24/07/2021 with his grievance in respect of the subject policy and they have replied to the complainant on 31/07/2021. They contended that the complaint was thus not tenable as per Rule 14(3)(b)(ii) of Ombudsman Rues 2017 which states that "No complaint to the Insurance Ombudsman shall lie unless the complaint is made within one year after receipt of decision of the insurer [or insurance broker, as the case may be,] which is not to the satisfaction of the complainant."

When asked about the delay in filing the complaint, the complainant stated that he followed up the matter with the tele callers and they kept delaying his request for cancellation on one pretext or the other. The complainant has placed on record a loan agreement given to him in respect of the subject policy. He has submitted recordings of his telephonic conversations exchanged with the said tele callers which clearly establish the fact that the subject policy was sold on the pretext of providing loan to the complainant and the tele callers employed delaying tactics on one pretext or the other so as to

dissuade the complainant from filing his complaint.

In view of the aforesaid observations I feel that the complainant has justified the delay in filing the complaint and thus the delay is condoned herewith.

Taking into account the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0035

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-987489 and refund the premium subject to the following:

Deductions of administrative cost of issuance of policy document

- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0057/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Tajinder Singh

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2163

AWARD NO:IO/CHD/A/LI/0064/2023-2024

1.	Name & Address Of The Complainant	Tajinder Singh 317, Phase 11, Sector 65							
2.	Type Of Policy: Life								
	Policy Details:	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		23841046	478469	29-Jun-2021	29-Jun-2036	29-Jun-2021	500000	15/Annual	07
3.	Name of insured	Tajinder Singh							
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.							
5.	Date of receipt of the Complaint	27-Mar-2023							
6.	Nature of Complaint	Misselling							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	550000							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.							
11.	Date of hearing	25-Apr-2023							
	Place of hearing	Chandigarh							
12.	Representation at the hearing								
	a)For the Complainant	Sh.Tajinder Singh, the complainant							
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)							
13.	Complaint how disposed	Award under Rule 17							

Brief Facts of the Case:

Shri.Tajinder Singh (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter,the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The Complainant stated that the above policy was missold to him as a one time investment. He is 60 years old retired person from private company and getting monthly pension of Rs 9000/- only and he cannot understand the finances critically and could not figure out the complexities of the policy.

He cannot pay the regular premiums and requested for refund of premium paid with interest.He further stated that the company has issued the policy without verifying the source of Income. The policy was delivered to his Son who put it somewhere in the house and was located after a gap of few months.He has filed complaint with grievance officer but the company rejected his request. On being aggrieved by the denial of the Company to cancel his policy he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 21.04.2023, the company stated that Complainant had applied for the subject policy by submitting the proposal form along with other related supporting document after completely understanding the features. Policy document was dispatched through speed post and was delivered on 05/07/2021 but complainant didn't raise any concern during free look period. successful PIVV call was made to the Complainant/Policy Owner whereby the Complainant was duly intimated the premium paying term years policy term years and frequency of the premium and the Complainant did not raise any concern during the PIVV call.

Complainant approached the Company after 18 months of issuance of policy on 18/01/2023 and alleged miss-selling without any sufficient evidence in support of her allegation. The Company declined the case and stated the said policy was issued by the company on the basis the information provided by the complainant and application and duly signed declaration form submitted by the complainant and policy bond was timely delivered but no concern was raised during free look period.

The company has sent communication on the registered address and mobile number regarding policy features and premium paying term. complainant is educated enough to understand Insurance and provided ITR as proof of Income. The company has prayed that it has not violated any terms and conditions of policy and has not done any act which results in deficiency of services and requested to dismiss the case.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The complainant stated that the above policy was missold to him as onetime investment. He is retired in April 2021 and getting monthly pension of Rs.9000/-.He has submitted to this forum, the copy of his Superannuation order and ITR showing yearly income Rs. 699707/- for assessment year 2022-2023 and requested for refund of premium.

During the course of hearing the company reiterated the stand taken by them in their SCN and stated that the policy bond was duly delivered and policy terms and conditions were explained by insurer in welcome call wherein no concerns were raised by the complainant.

The above policy was sourced through BANCA-PNB and the complainant had explicitly mentioned in his complaint that the polcy was sold to him as one time payment by the agent but no reference or

clarification was sought by the insurers from the broker/agent who sourced this policy and no substantive evidence was produced by insurer in their SCN or during the course of hearing to refute the allegations of the complainant.

The insurer did not inform this forum number of mis selling complaints received against this broker/agent. No details were given to the forum in their SCN and whether this complaint also falls under that category is not clear. After receipt of this complaint whether any internal investigation was carried out to confirm or refute the allegations of the complainant is also not clear. Further, as per income proof given by the complainant it is difficult to believe that a retired person with this income profile could sustain payment of annual premium of Rs. five lacs for seven years. This fact itself establishes the misselling.

In view of overall examination of facts, circumstances and observations as well as submissions made there appears to be a preponderance of probability of misselling by the agent which could not be refuted by insurer during course of hearing or in their SCN but there is a delay of more than one year from freelook period and accordingly, the company is directed to cancel the above policy and refund the premium subject to the following:

- 1.Deductions of administrative cost of issuance of policy documents.
- 2.Deduction of risk premium till policy was in inforce condition.
- 3.To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year supported by copy of ITR if filed.
- 4.In case the complainant has claimed Income Tax rebate/relief no refund of premium to be made to the complainant.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2163

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, the company is directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the policy was in inforce condition.**
- 3. To take an affidavit from the complainant that she has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year supported by copy of ITR if filed.**
- 4. In case the complainant has claimed Income Tax refund no refund of premium to be made to the complainant.**

Both parties should implement the same within 30 days of receipt of the Award

AWARD NO:IO/CHD/A/LI/0064/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Tajinder Singh

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2163

AWARD NO:IO/CHD/A/LI/0064/2023-2024

1.	Name & Address Of The Complainant	Tajinder Singh 317, Phase 11, Sector 65						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23841046	478469	29-Jun-2021	29-Jun-2036	29-Jun-2021	500000	15/Annual	07
3.	Name of insured	Tajinder Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	550000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	25-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh.Tajinder Singh, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Shri.Tajinder Singh (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter,the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The Complainant stated that the above policy was missold to him as a one time investment. He is 60 years old retired person from private company and getting monthly pension of Rs 9000/- only and he cannot understand the finances critically and could not figure out the complexities of the policy.

He cannot pay the regular premiums and requested for refund of premium paid with interest.He further stated that the company has issued the policy without verifying the source of Income. The policy was delivered to his Son who put it somewhere in the house and was located after a gap of few months.He has filed complaint with grievance officer but the company rejected his request. On being aggrieved by the denial of the Company to cancel his policy he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 21.04.2023, the company stated that Complainant had applied for the subject policy by submitting the proposal form along with other related supporting document after completely understanding the features. Policy document was dispatched through speed post and was delivered on 05/07/2021 but complainant didn't raise any concern during free look period. successful PIVV call was made to the Complainant/Policy Owner whereby the Complainant was duly intimated the premium paying term years policy term years and frequency of the premium and the Complainant did not raise any concern during the PIVV call.

Complainant approached the Company after 18 months of issuance of policy on 18/01/2023 and alleged miss-selling without any sufficient evidence in support of her allegation. The Company declined the case and stated the said policy was issued by the company on the basis the information provided by the complainant and application and duly signed declaration form submitted by the complainant and policy bond was timely delivered but no concern was raised during free look period.

The company has sent communication on the registered address and mobile number regarding policy features and premium paying term. complainant is educated enough to understand Insurance and provided ITR as proof of Income. The company has prayed that it has not violated any terms and conditions of policy and has not done any act which results in deficiency of services and requested to dismiss the case.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The complainant stated that the above policy was missold to him as onetime investment. He is retired in April 2021 and getting monthly pension of Rs.9000/-.He has submitted to this forum, the copy of his Superannuation order and ITR showing yearly income Rs. 699707/- for assessment year 2022-2023 and requested for refund of premium.

During the course of hearing the company reiterated the stand taken by them in their SCN and stated that the policy bond was duly delivered and policy terms and conditions were explained by insurer in welcome call wherein no concerns were raised by the complainant.

The above policy was sourced through BANCA-PNB and the complainant had explicitly mentioned in his complaint that the polcy was sold to him as one time payment by the agent but no reference or

clarification was sought by the insurers from the broker/agent who sourced this policy and no substantive evidence was produced by insurer in their SCN or during the course of hearing to refute the allegations of the complainant.

The insurer did not inform this forum number of mis selling complaints received against this broker/agent. No details were given to the forum in their SCN and whether this complaint also falls under that category is not clear. After receipt of this complaint whether any internal investigation was carried out to confirm or refute the allegations of the complainant is also not clear. Further, as per income proof given by the complainant it is difficult to believe that a retired person with this income profile could sustain payment of annual premium of Rs. five lacs for seven years. This fact itself establishes the misselling.

In view of overall examination of facts, circumstances and observations as well as submissions made there appears to be a preponderance of probability of misselling by the agent which could not be refuted by insurer during course of hearing or in their SCN but there is a delay of more than one year from freelook period and accordingly, the company is directed to cancel the above policy and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy documents.
2. Deduction of risk premium till policy was in force condition.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year supported by copy of ITR if filed.
4. In case the complainant has claimed Income Tax rebate/relief no refund of premium to be made to the complainant.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2163

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, the company is directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the policy was in inforce condition.**
- 3. To take an affidavit from the complainant that she has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year supported by copy of ITR if filed.**
- 4. In case the complainant has claimed Income Tax refund no refund of premium to be made to the complainant.**

Both parties should implement the same within 30 days of receipt of the Award

AWARD NO:IO/CHD/A/LI/0064/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Kamal Kathuria

VS

RESPONDENT: Star Union Dai-ichi-Life Ins. Co.

COMPLAINT REF: NO: CHD-L-045-2223-2167

AWARD NO:IO/CHD/R/LI/0035/2023-2024

1.	Name & Address Of The Complainant	Kamal Kathuria 1806 NHBC, Main Road, Sector 11 Huda						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01928702	1530000	30-Sep-2022	30-Sep-2052	30-Sep-2023	153000	12/Annual	30
3.	Name of insured		Kamal Kathuria					
4.	Name of the insurer/broker		Star Union Dai-ichi-Life Ins. Co.					
5.	Date of receipt of the Complaint		28-Mar-2023					
6.	Nature of Complaint							
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		159885					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		27-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Sh.Kamal Kathuria, the complainant					
	b)For the Insurer		Shri.Nihal Nibhawane, Assistant Manager- Legal					
13.	Complaint how disposed		Agreement under Rule 16					

Brief Facts of the Case:

Shri Kamal Kathuria (hereinafter, the Complainant) has filed this complaint against Star Union Dai-ichi Life Insurance Co. Ltd. (hereinafter, the Insurers) regarding misselling of the above policy.

Contention of the complainant:

The complainant stated that his friend Akash is a victim of misspelling and fraud. The tellears missold total 10 policies involving premium of Rs. 778581/- to him, his wife, his driver and friend on the pretext of installing Jio tower and rental monthly income of Rs.50000/- and building material and agent code. He don't understand English and could not understand the terms and conditions of the policy. Policies were sold through false declaration of agents that they have met and solicited the business. Brokers issuing the policies have not declared the previous policies and high sum assured is allowed without any investigation. He represented the case to the Insurance company on 20.12.2022 but company has not responded. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

The company vide mail dated 27.04.2023 stated that without going into allegations raised by the complainant, they are ready to settle the subject complaint by refunding the premium.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-045-2223-2167

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter.

Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/R/LI/0035/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Seema Tyagi
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: CHD-L-033-2223-2164
AWARD NO:IO/CHD/R/LI/0054/2023-2024

1.	Name & Address Of The Complainant	Seema Tyagi W/o Col Navin Kumar Tyagi, House no. P 35 Vikram Batra Officer's Enclave, Nera Anand Market						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24287709	0	31-Mar-2022	31-Mar-2055	31-Mar-2022	499999	33/Annual	05
	24264768	3499993	23-Mar-2022	23-Mar-2055	23-Mar-2022	499999	33/Annual	05
3.	Name of insured		Seema Tyagi					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		27-Mar-2023					
6.	Nature of Complaint		Misselling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		999998					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		27-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Seema Tyagi, the complainant					
	b)For the Insurer		Smt. Priya Dwivedi, Deputy Manager (Legal)					
13.	Complaint how disposed		Agreement under Rule 16					

Brief Facts of the Case:

Smt.Seema Tyagi (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter,the Insurers) alleging mis selling of above policies.

Contention of the complainant:

The Complainant stated that the company employee Ms. Anamika Chauhan has fraudulently missold above policies by misguiding her as a one time investment. Later,when she checked the policy ,she came to know that yearly premium of five lacs is to paid for five years.She cannot pay the regular premiums and requested for refund of premiums .She has filed complaint with grievance officer but the no suitable reply was received. On being aggrieved by the denial of the Company to cancel his policy she has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 21.04.2023, the company stated that Complainant had applied for the subject policy by submitting the proposal form along with other related supporting document after completely understanding the features. Policy document was dispatched through speed post and was delivered on 18/04/2022 and 22/04/2022 but complainant didn't raise any concern during free look period. successful PIVV call was made to the Complainant/Policy Owner whereby the Complainant was duly intimated the premium paying term years policy term years and frequency of the premium and the Complainant didnot raise any concern during the PIVV call.

Complainant approached the Company after expiry of freelook period on 18/10/2022 and alleged miss-selling without any sufficient evidence in support of her allegation. The Company declined the case on 29/10/2022 and stated the said policy was issued by the company on the basis the information provided by the complainant and application and duly signed declaration form submitted by the complainant and policy bond was timely delivered but no concern was raised during freelook period.

Complainant is educated enough to understand Insurance and medical was conducted at the time of policy issuance.Complainant also signed declaration for sum assured of 34 lacs instead of 50 lacs . The company has prayed that it has not violated any terms and conditions of policy and has not done any act which results in deficiency of services and requested to dismiss the case.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.During the hearing on 25.4.2023,the complainant was asked to give the policy nos. of her sister for which company has refunded the premium and call recording to company's representative and hearing was rescheduled for 27.04.2023.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received after deduction of charges as applicable in freelook clause and Mortality charges to deducted upto 15 days after receipt of policy document by the complainant in full and final settlement of the subject matter. The Complainant accepts this offer.

Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2164

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received after deduction of charges as applicable in freelook clause and Mortality charges to deducted upto 15 days after receipt of policy document by the complainant in full and final settlement of the subject matter in full and final settlement of the subject matter.

Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/R/LI/0054/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - POONAM KAKAR
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-2324-0012
AWARD NO:IO/CHD/A/LI/0047/2023-2024

1.	Name & Address Of The Complainant	POONAM KAKAR 240, Sector 4A, New Shastri Nagar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23161084	247200	17-Nov-2020	17-Nov-2033	17-Nov-2020	80000	13 years/yearly	12 years
3.	Name of insured		POONAM KAKAR					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		05-Apr-2023					
6.	Nature of Complaint		Misrepresentation of policy terms and conditions.					
7.	Amount of Claim		276000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		160000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Ms Poonam Kakar the complainant					
	b)For the Insurer		Ms Shailja Tiwari, Senior Manager (Legal)					
13.	Complaint how disposed		Award under rule 17					

Brief Facts of the Case:

Ms Poonam Kakar (hereinafter, the Complainant) has filed a complaint in this office about mis-selling of policy bearing number 23161084 by HDFC Standard Life Insurance Co. Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that the policy was taken in her name and during sale of the policy, material fact related to surrender value has not been disclosed by the company's agent / representative. In the third year when the surrender value was enquired for making net value certificate, the value was merely Rs 84000/-. The issue was escalated to the representatives of the company but no satisfactory response was received. The company's area manager also did not pay heed to the complaint. As such he has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 21.04.2023 has informed that the policy bearing number 23161084 was issued on 17.11.2020 for a premium of Rs 80000/- to be paid for 12 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form the Life Assured. Policy documents were delivered to the complainant on 09.12.2020. Three premiums have been received under the policy and the policy is in force as on date. The complainant approached the company for the first time on 08.12.2022 with a request to cancel the policy and was informed that the request for cancellation cannot be accepted as it was beyond free look period.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

The Complainant accompanied by her husband reiterated the contents of the complaint and submitted that though they received the policy document but did not read it and relied on the statements of the agent. The agent never informed them that the net value of the policy after 3 years will be only 35%. Had he known the same they would not have invested in the policy.

The company representative, on the other hand, submitted that the policy was issued on 17.11.2020 and the policy document stands delivered in this case. The policy document in Part D clearly mentions all the details including the surrender value payable on different dates with illustrations. So, the claim of the complainant is wrong.

The representative of the insurer was asked to share the Pre-issuance verification if done.

The representative vide mail dated 25.04.2023 has shared the Online Assisted Pre- Conversion Verification check done in this case.

In view of the above it is clear that the Complainant had taken the policy willingly and received the policy document well in time. She had the choice of seeking cancellation if the terms of the policy did not suit her. Instead further premiums for two more years were paid.

The complainant's allegation that they were not cautioned by the agent is not maintainable as the policy document was duly delivered and received by the complainant which clearly mentions the freelook clause in case the terms were not agreeable to the proponent. Pursuantly, the complaint of mis-sale is not justified and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-019-2324-0012

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0047/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH

CASE OF COMPLAINANT - Ratan Chand

VS

RESPONDENT: Shriram Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-043-2324-0017

AWARD NO:IO/CHD/A/LI/0053/2023-2024

1.	Name & Address Of The Complainant	Ratan Chand S/o Jaundu Ram, Village Chhatrail, Post office Tauni Devi, Tehsil Bamson Tauni Devi, Barin (45/62)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NN012010014834	415000			08-Oct-2020	43368	10	10
3.	Name of insured	Anil Kumar						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	43368						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ratan Chand						
	b)For the Insurer	Suman Mukherjee						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh. Ratan Chand (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Shriram Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of the subject policy.

Contention of the complainant:

The complainant has alleged that he got a call from a company agent who posed himself to be from Reliance Company. The agent informed him that he will get a tower installed on his area and he will get monthly rent of Rs. 90000/- and also 2 security guard. In lieu of the mobile tower he was sold 5 policies, subject policy being one of them. Later on when he found that a fraud has been done with him he approached the company to cancel the policy but was denied. Thus, being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The Insurer vide their SCN dated 21.04.2023 stated that the subject policy was issued in October 2020. The policy lapsed in its consecutive year i.e October 2021 due to non-payment of the renewal premiums. Hence, there is no contract between the policy holder and the Company under the subject policy, since the risk cover under the policy has been ceased. Until December 2022 there was no complaints from the policy holder. Therefore, the period of limitation for filing the present complaint in respect of the subject policy on the ground of mis selling/FLC etc. expires latest by October 2021. Thus, the period of limitation cannot continue under the any circumstance till March 2023 when the present complaint was filed. Hence the complaint being devoid of jurisdiction and should be dismissed.

Observation and conclusions:

Case called. Both the parties were present. The complainant stated that he was issued the subject policy in lieu of installation of Reliance tower. The insurers reiterated that the complainant has now submitted the complaint after more than 2 years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that he had agreed to whatever information was provided in the proposal forms and was also in agreement with the policy terms and conditions mentioned in the policy documents. When asked about the same, the complainant could not provide any satisfactory reply to the delay in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or its representative. Thus, there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly, the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-043-2324-0017

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than 2 years from the date of issuance or substantiate the allegations of mis-selling or misrepresentation by the insurer of the subject policy. Thus, there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly, the complaint is hereby rejected.

AWARD NO: IO/CHD/A/LI/0053/2023-2024
Date: 28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Parvinder Singh
VS

RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-021-2324-0021
AWARD NO:IO/CHD/R/LI/0051/2023-2024

1.	Name & Address Of The Complainant	Parvinder Singh 4334, Sector 68, Opposite Army College of Law						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	B3004445	2850000			30-Dec-2021	148913	11	10
	B3989318	1800000			13-Jan-2022	180000	15	7
3.	Name of insured	Parvinder Singh						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	465000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Parvinder Singh						
	b)For the Insurer	Nitu Singh						
13.	Complaint how disposed	Recommendation Under rule 16						

Brief Facts of the Case:

Mr. Parvinder Singh (hereinafter, the Complainant) has filed this complaint against ICICI Prudential Life Insurance Co. Ltd.(hereinafter, the Insurers) alleging mis selling under the subject policy.

Contention of the complainant:

The complainant alleges he is a senior citizen who has been a victim of mis selling and fraud. He alleges that he has been sold 2 policies involving a premium of more than Rs. 465000/- on the pretext of false promises. He was offered an investment option stating it is a short-term investment having good returns and he needs to pay only 2 payments post which he will start getting the returns.

Later on the Branch Manager forced him to make another investment by assuring him that he get his full payment of Rs. 1 crore. On knowing that he has been cheated he asked the Company to cancel the policies but was denied. On being aggrieved he has approached this forum to seek relief.

Contention of the Respondent:

The Company stated in their SCN dated 21.04.2023 that the Company was in receipt of duly filled online application forms along with the duly signed and OTP authenticated Customer Declaration Form (CDF) and relevant supporting KYC documents for issuance of the mentioned policies. Both the policies were opted by Mr. Parvinder Singh (hereinafter referred as "Policyholder" and "Complainant") on his son Mr. Simarpreet Singh's life,(hereinafter referred as the Life Assured) and has issued the first premium deposit amount via website payment, against both the policies. Based on the information provided in the application form, the Company issued the mentioned policy.

In consonance with the provisions of Regulation 10 (1)(i) & 8 (1) of the Insurance Regulatory and Development Authority of India(Protection of Policy Holder's Interest) Regulations, 2017 the Electronic policy document was credited to the policyholder's Electronic Insurance Account NSDL.

Also the physical policy documents along with the copy of the proposal forms were sent across at the policyholders registered communication address via Blue Dart courier AWB no. 40678563671 and delivered on January 11, 2022 and AWB no. 40678444763 and delivered on January 25, 2022. The Company has sent proactive SMS upon policy issuance sharing policy details like policy term,premium paying term, sum assured, and the next premium due date were sent to the policyholder at her registered mobile number for the above-mentioned policies.

The Company would like to inform that the disputed policies were regular premium plan for 10 and 07 years as premium paying term,respectively and accordingly, the Company has sent the renewal premium, lapse and policy discontinuance intimations through email and SMS's to policyholder's registered email address and contact number.

The policyholder had never approached us within free look period. The first concern raised was approx.after 01 year 01 month from the first policy issuance date in January 2023 demanding cancellation of the policies with refund of paid premiums paid.

The Company reviewed the following facts and has decline the concern and has communicated the decision via email on dated February 07, 2023. The policyholder is our existing customer under four more policies since 2010 and have also paid renewal premiums and later have opted for surrender in 01 policy, 01 policy under foreclosure status with 01 in policy discontinuance status, due to non-receipt of renewal premiums and 01 under premium paying status.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject policies and utilize the premium amount to issue a new single-premium policy with a lock-in period of 5 years and with no free look option. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-021-2324-0021

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policies and utilize the premium amount to issue a new single-premium policy with a lock-in period of 5 years and with no free look option. Parties should implement this agreement within 30 days.

AWARD NO:IO/CHD/R/LI/0051/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH

CASE OF COMPLAINANT - Seema

VS

RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,

COMPLAINT REF: NO: CHD-L-024-2324-0040

AWARD NO:IO/CHD/A/LI/0032/2023-2024

1.	Name & Address Of The Complainant	Seema House no. 1024, Rajiv Naga,r Shamshabad						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	86610257	245000			20-Feb-2021	25602	15	8
3.	Name of insured	Seema						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	Mis-Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25602						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Seema						
	b)For the Insurer	Kamlesh Mishra						
13.	Complaint how disposed							

Brief Facts of the Case:

Ms. Seema (hereinafter, the Complainant) has filed a complaint in respect of the policy as mentioned above against India First Life Insurance Co. Ltd (hereinafter, the Insurers) alleging misspelling of the subject policy.

Contention of the complainant:

The complainant has stated that her husband received a call from someone who introduced himself as an officer of Citi Bank and offered to provide an interest free loan of Rs 9,00,000/- if he purchased one insurance policy. She has stated further that her husband purchased one policy and was subsequently issued multiple policies from different insurance companies involving a total premium of about Rs 3,25,000/- She has further stated that she was issued the subject policy as a part of that deal only.

She has stated further that when she became aware of the fraud, she approached the insurer for cancellation of the subject policies but her request was denied. Thus, being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The Insurer did not submit the SCN within the time frame.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above. The complainant reiterated that the subject policy was sold to her and her husband on false promise of providing interest free loan.

The insurers contended that the complainant had approached them for cancellation of subject policy after the period of 1.5 years had elapsed from the date of inception of policy and thus the complaint was not tenable. When asked about the source of procurement of the subject policy the insurers stated that the policy was sold by their broker Derisq Insurance Brokers Pvt Ltd but surprisingly neither the SCN was submitted by the insurer nor any details of the point of sale or employee of the broker, who has through distance marketing solicited and sold this policy, was given at the time of hearing.

Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made.

Thus, it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints, then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

Thus, there seems to be preponderance of probability of mis selling of the subject policy. Accordingly, the insurers are directed to cancel the subject policy from inception and refund the amount of premium paid to the complainant subject to the following:

1. Deductions of administrative cost of issuance of policy document
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that she has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-024-2324-0040

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurer is directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that she has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

AWARD NO:IO/CHD/A/LI/0032/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Ram Briksh Prasad
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-2223-2152
AWARD NO:IO/CHD/A/LI/0044/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad House no 1361 Urban Estate Phase -2 Basant Avenue Dugri Ludhiana 141013 Punjab (India)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53408734	0	16-Feb-2019	16-Feb-2034	16-Feb-2019	125065	15 years/yearly	10 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions.						
7.	Amount of Claim	125.06						
8.	Date of Partial Settlement							
9.	Amount of relief sought	125065						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ram Briksh Prasad, the complainant						
	b)For the Insurer	Animesh Mishra, Senior Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Mr. Ram Briksh Prasad (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policies bearing numbers 53408734 by Reliance Nippon Life Insurance Company Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14, 92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Company. Later in the name clearing various taxes many more policies were issued on his and his family member's lives and the subject policy is one of them.

He has stated further that he never met the agent who sold the policies & that he came to know of the fraud when the tele-callers stopped responding to the calls. Then he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, the company has informed that the complainant had availed policies bearing numbers 53408734, 53408704 & 53408743 with risk commencement date 15.02.2019, 16.02.2019 & 18.02.2019, for a premium of Rs 125066/- each, to be paid annually for 7 years, after going through the terms and conditions of the policy.

Policy documents were dispatched to the client promptly and were duly delivered 02.03.2019. One premium under each of the policy has been received. The complainant complained to the company first time on 30.04.2020 but did not approach the ombudsman office then and has now again complained in 2023.

Observation and conclusions:

Case called. Both the parties are present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of earlier policies of LIC and that he has not signed any document. The company issued 3 policies showing different incomes whereas he is a retired person and does not have enough income to pay for the policies. He was not interested in buying any policies but got allured by the caller's lucrative talks. He has been receiving calls since 2019. He is not aware how the company calculated his income, what documents they had and how issued so many policies to him.

The complainant was asked if he received the policy documents containing the proposal documents, which the complainant confirmed to have received within one month. However he added that he did not read them as he was under the influence of the callers and it never came to his mind that such reputed companies can also defraud ordinary people.

The insurers on the other hand submitted that the complainant had purchased the policies in February 2019 through the agent Shireen Niaz and the first complaint with the insurer was received on 30.04.2020 alleging misale. The company after thoroughly investigating the matter and also taking into account the fact that the complaint was filed after a delay of almost a year, rejected the same.

The complainant has approached this forum after more than 3 years from rejection of his first complaint. So, the same is limitation barred. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

The complainant was specifically asked why he did not mention the facts about the earlier complaint and the rejection received from the company in his complaint to this forum.

The complainant submitted that he wrote to company many times and also to IRDAI but he did not receive any reply.

The insurer was asked to share the copy of the earlier complaint along with the reply sent also informing how the same was sent along with the income proofs taken by the insurer while accepting the proposals. The insurer vide email dated 21.04.2023 informed that they received the complaint through email from the email id mentioned in the proposal form (kalindisharma.vk@gmail.com) on 12.05.2020 and the same was replied on 13.05.2020.

Copies of both emails were provided. The ITR for the years 2017-18 & 2018-19 along with NOC / customer declaration forms signed by the parent / proposer were also provided.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing it is evident that the complainant complained to the company in 2019 and post rejection of the same approached the company again in 2023 just to bring the complaint in the ambit of Ombudsman Rules 2017. Moreover, the complainant could not provide any satisfactory reply to the abnormal delay of more than four years in filing the complaint or substantiate the allegations of mis selling. Thus the complaint is time barred and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-036-2223-2152

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0044/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Ram Briksh Prasad
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-2223-2154
AWARD NO:IO/CHD/A/LI/0045/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad House no 1361 Urban Estate Phase -2 Basant Avenue Dugri Ludhiana 141013 Punjab (India)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53408743	0	15-Feb-2019	15-Feb-2034	15-Feb-2019	125066	15 years/yearly	7 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions.						
7.	Amount of Claim	125.06						
8.	Date of Partial Settlement							
9.	Amount of relief sought	125065						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ram Briksh Prasad, the Complainant						
	b)For the Insurer	Animesh Mishra, Senior Manager (Legal)						
13.	Complaint how disposed	Award under rule 17						

Brief Facts of the Case:

Mr. Ram Briksh Prasad (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policies bearing numbers 53408743 by Reliance Nippon Life Insurance Company Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14, 92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Company. Later in the name clearing various taxes many more policies were issued on his and his family member's lives and the subject policy is one of them. He has stated further that he never met the agent who sold the policies & that he came to know of the fraud when the tele-callers stopped responding to the calls. Then he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, the company has informed that the complainant had availed policies bearing numbers 53408734, 53408704 & 53408743 with risk commencement date 15.02.2019, 16.02.2019 & 18.02.2019, for a premium of Rs 125066/- each, to be paid annually for 7 years, after going through the terms and conditions of the policy. Policy documents were dispatched to the client promptly and were duly delivered 02.03.2019. One premium under each of the policy has been received. The complainant complained to the company first time on 30.04.2020 but did not approach the ombudsman office then and has now again complained in 2023.

Observation and conclusions:

Case called. Both the parties are present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of earlier policies of LIC and that he has not signed any document. The company issued 3 policies showing different incomes whereas he is a retired person and does not have enough income to pay for the policies. He was not interested in buying any policies but got allured by the caller's lucrative talks. He has been receiving calls since 2019. He is not aware how the company calculated his income, what documents they had and how issued so many policies to him.

The complainant was asked if he received the policy documents containing the proposal documents, which the complainant confirmed to have received within one month. However he added that he did not read them as he was under the influence of the callers and it never came to his mind that such reputed companies can also defraud ordinary people.

The insurers on the other hand submitted that the complainant had purchased the policies in February 2019 through the agent Shireen Niaz and the first complaint with the insurer was received on 30.04.2020 alleging misale. The company after thoroughly investigating the matter and also taking into account the fact that the complaint was filed after a delay of almost a year, rejected the same. The complainant has approached this forum after more than 3 years from rejection of his first complaint. So, the same is limitation barred. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

The complainant was specifically asked why he did not mention the facts about the earlier complaint and the rejection received from the company in his complaint to this forum.

The complainant submitted that he wrote to company many times and also to IRDAI but he did not receive any reply.

The insurer was asked to share the copy of the earlier complaint along with the reply sent also informing how the same was sent along with the income proofs taken by the insurer while accepting the proposals.

The insurer vide email dated 21.04.2023 informed that they received the complaint through email from the email id

mentioned in the proposal form (kalindisharma.vk@gmail.com) on 12.05.2020 and the same was replied on 13.05.2020. Copies of both emails were provided. The ITR for the years 2017-18 & 2018-19 along with NOC / customer declaration forms signed by the parent / proposer were also provided.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing it is evident that the complainant complained to the company in 2019 and post rejection of the same approached the company again in 2023 just to bring the complaint in the ambit of Ombudsman Rules 2017. Moreover, the complainant could not provide any satisfactory reply to the abnormal delay of more than four years in filing the complaint or substantiate the allegations of mis selling. Thus the complaint is time barred and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-036-2223-2154

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0045/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Rameshwar Singh

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2162

AWARD NO:IO/CHD/R/LI/0034/2023-2024

1.	Name & Address Of The Complainant	Rameshwar Singh S/o Late Shri Rattan Singh, House No. 41, Village Chhajpur Khurd P.O.-Chhajpur Kalan, Tehsil- Bapoli, Distt.- Panipat,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24594347	956920	11-Nov-2022	11-Nov-2066	11-Nov-2022	95692	15/Annual	44
3.	Name of insured	Rameshwar Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	412000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh.Rameshwar Singh, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Shri. Rameshwar Singh (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The complainant stated that he got a call from Mr. Digvijay Singh posing as official of Max life Insurance company, who offered him family pension of Rs. 30000/- in the name of his wife with the condition that he has to purchase the Insurance policies. He was lured to buy five Insurance policies of different Insurance companies amounting to Rs.4,12000/- .The agent promised him that amount will be refunded after starting of family pension from 01/2023. He is retired Naib Subedar from Indian Army and his family is totally dependent on his pension and he is unable to pay Rs.412000/- yearly premium and requested for refund of premiums. Later, he made several correspondences with the companies to cancel the policies and refund the amount but no appropriate reply was received. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, company stated that the complainant applied for the subject policy by submitting the proposal forms and other related supporting documents. Policy document was dispatched through speed post no. EQ906780825IN and delivered on 21/11/2022. Successful welcome call was made and terms and conditions of policy were explained to complainant but no concern was raised by the complainant during welcome call or free look period. The cash bonus pay-out of Rs. 14,201/- was made to complainant as per plan terms and conditions .

Amount details mentioned below.

14/12/2022 2841.72
11/01/2023 2840.86
11/02/2023 2840.86
11/03/2023 2840.86
11/04/2023 2840.86.

Later , after expiry of free look Complainant approached the Company on 28/02/2023 and alleged mis selling of multiple insurance policies by different Insurance companies. Company declined the case on 10/03/2023 and stated that the policy was issued by the company on the basis of information provided by you on the application form and duly signed declaration along with initial premium received and policy document was duly delivered but no concern was raised during free look period or during welcome call.

Company made every possible effort, to provide the details of the policy. The complainant has not submitted any documentary evidence in support of his complaint. The company denied each and every allegation mentioned in the complainant and has prayed to dismiss the case as it has not violated any terms and conditions.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received after deduction of Bonus payout which is

already paid to complainant, GST, Stamp duty and Mortality charges in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2162

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received after deduction of Bonus payout which is already paid to complainant ,GST, Stamp duty and Mortality charges in full and final settlement of the subject matter.

Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/R/LI/0034/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Ram Briksh Prasad
VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-2223-2153

AWARD NO:IO/CHD/A/LI/0046/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad House no 1361 Urban Estate Phase -2 Basant Avenue Dugri Ludhiana 141013 Punjab (India)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53408704	0	18-Feb-2019	18-Feb-2034	18-Feb-2019	125065	15 years/yearly	10 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions.						
7.	Amount of Claim	125.06						
8.	Date of Partial Settlement							
9.	Amount of relief sought	125065						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ram Briksh Prasad, the complainant						
	b)For the Insurer	Animesh Mishra, Senior Manager (Legal)						
13.	Complaint how disposed	Award under rule 17						

Brief Facts of the Case:

Mr. Ram Briksh Prasad (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policies bearing numbers 53408704 by Reliance Nippon Life Insurance Company Ltd (hereinafter, the Insurers).

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14, 92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Company. Later in the name clearing various taxes many more policies were issued on his and his family member's lives and the subject policy is one of them. He has stated further that he never met the agent who sold the policies & that he came to know of the fraud when the tele-callers stopped responding to the calls. Then he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, the company has informed that the complainant had availed policies bearing numbers 53408734, 53408704 & 53408743 with risk commencement date 15.02.2019, 16.02.2019 & 18.02.2019, for a premium of Rs 125066/- each, to be paid annually for 7 years, after going through the terms and conditions of the policy. Policy documents were dispatched to the client promptly and were duly delivered 02.03.2019. One premium under each of the policy has been received. The complainant complained to the company first time on 30.04.2020 but did not approach the ombudsman office then and has now again complained in 2023.

Observation and conclusions:

Case called. Both the parties are present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of earlier policies of LIC and that he has not signed any document. The company issued 3 policies showing different incomes whereas he is a retired person and does not have enough income to pay for the policies. He was not interested in buying any policies but got allured by the caller's lucrative talks. He has been receiving calls since 2019. He is not aware how the company calculated his income, what documents they had and how issued so many policies to him.

The complainant was asked if he received the policy documents containing the proposal documents, which the complainant confirmed to have received within one month. However he added that he did not read them as he was under the influence of the callers and it never came to his mind that such reputed companies can also defraud ordinary people.

The insurers on the other hand submitted that the complainant had purchased the policies in February 2019 through the agent Shireen Niaz and the first complaint with the insurer was received on 30.04.2020 alleging misale. The company after thoroughly investigating the matter and also taking into account the fact that the complaint was filed after a delay of almost a year, rejected the same. The complainant has approached this forum after more than 3 years from rejection of his first complaint. So, the same is limitation barred. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy.

The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

The complainant was specifically asked why he did not mention the facts about the earlier complaint and the rejection received from the company in his complaint to this forum.

The complainant submitted that he wrote to company many times and also to IRDAI but he did not receive any reply.

The insurer was asked to share the copy of the earlier complaint along with the reply sent also informing how the same was sent along with the income proofs taken by the insurer while accepting the proposals.

The insurer vide email dated 21.04.2023 informed that they received the complaint through email from the email id

mentioned in the proposal form (kalindisharma.vk@gmail.com) on 12.05.2020 and the same was replied on 13.05.2020. Copies of both emails were provided. The ITR for the years 2017-18 & 2018-19 along with NOC / customer declaration forms signed by the parent / proposer were also provided.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing it is evident that the complainant complained to the company in 2019 and post rejection of the same approached the company again in 2023 just to bring the complaint in the ambit of Ombudsman Rules 2017. Moreover, the complainant could not provide any satisfactory reply to the abnormal delay of more than four years in filing the complaint or substantiate the allegations of mis selling. Thus the complaint is time barred and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-036-2223-2153

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0046/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Deepak Ahluwalia
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHD-L-008-2324-0001
AWARD NO:IO/CHD/A/LI/0033/2023-2024

1.	Name & Address Of The Complainant	Deepak Ahluwalia House No. 5496, Sector 38 West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-6157294	1061212	28-Oct-2022	28-Oct-2034	28-Oct-2022	99998	12 years/yearly	12 years
3.	Name of insured	Deepak Ahluwalia						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Deepak Ahluwalia						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Deepak Ahluwalia (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 503-6157294.

Contention of the complainant:

The complainant has stated that he received a call from someone by the name of Vinod Sachdeva in October 2022 who posed as RM from ICICI Prudential Life Insurance Co who informed him that his previous policy with ICICI was being discontinued due to nonpayment of premium.

The complainant has stated further that he was issued the subject policy on the allurements that he will receive an amount of Rs 3,64,000/- if he purchased the same from Bharti Axa Life Insurance Co. He has further stated that he is serving in Indian Air Force and is posted somewhere in the northern sector where as the policy was sent to his parental house in Chandigarh. He received the policy in February 2023 and came to know of the mis-selling involved.

He has stated further that he then approached the insurer for cancellation of the subject policies but his request was denied. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 10/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 06/03/2023 with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 1/03/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits associated with his previous policy. He also contended that he could not receive the policy bond in time as the same was delivered at his parental house whereas being a defense person he was posted outside which resulted in the delay in filing the complaint in respect of the subject policy.

The insurers on the other hand contended that the request for cancellation of the subject policy could not be acceded to as the same was submitted after expiry of free look period.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s Sridhar Insurance Brokers.

But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer. No comments were even obtained by the insurer from

the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurers have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers, they were asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest.

They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling leveled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer in the matter.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0001

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 503-6157294 and refund the premium subject to the following:

- **Deductions of administrative cost of issuance of policy document**
- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0033/2023-2024
Date:27/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Meenu Sharma
VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: CHD-L-033-2223-2125
AWARD NO:IO/CHD/R/LI/0049/2023-2024

1.	Name & Address Of The Complainant	Meenu Sharma W/o Manoj Kumar Sharma, House No. 60 A, Ward no. 6, Skynet Enclave						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23651271	9994327	05-Feb-2021	05-Feb-2033	05-Feb-2021	100000	12/Annual	12
3.	Name of insured	Meenu Sharma						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	200000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt.Meenu Sharma, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Smt.Meenu Sharma (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter,the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The complainant stated that she was issued the subject policy with an assurance that the premium was to be paid only once and she would get the accumulated amounts at maturity. She has stated further that when she received the policy she came to know that she was required to pay a premium of Rs 1,00,000/- every year for a period of 12 years which she is not capable of. She has also stated that two more policies were issued in the name of her father and husband.The company has refunded the premium of her father's policy and her husband's policy was converted into single premium. She has stated further that she approached the insurer for cancellation of the subject policy but her request was denied.Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, company stated that the complainant applied for the subject policy by submitting the proposal forms and other related supporting documents. Policy document was dispatched through speed post no. EQ906934408IN and delivered on 23.02.2021. Successful welcome call was made and terms and conditions of policy were explained to complainant but no concern was raised by the complainant during welcome call or free look period. Complainant has paid two premiums under the policy and policy is in paid up mode.

The complainant approached the Company on 29/08/2022 and requested for updating email id and company processed the request on 30/08/2022.Later,complainant approached on 04/10/2022 and alleged misselling and renewal premium is debited by company without her consent. Company declined the case on 18/10/2022 and stated that the policy was issued by the company on the basis of information provided by you on the application form and duly signed declaration along with initial premium received and policy document was duly delivered but no concern was raised during free look period or during welcome call. The company has received duly signed auto debit mandate for premiums to be collected from bank which reflects that policy was regular premium policy. Various communications was sent to the registered address and mobile no., however company has not received any concern and first complaint was received after approximately two years of issuance of policy.

The complainant has not submitted any documentary evidence in support of his complaint. The Company made every possible effort, to provide the details of the policy and denied each and every allegation mentioned in the complainant and has prayed to dismiss the case as it has not violated any terms and conditions.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and utilise the premium amount received to issue a new single-premium policy and no free-look option. The Complainant accepts this offer.

Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2125

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and utilise the premium amount received to issue a new single-premium policy and no free-look option.

Parties should implement this agreement within 30 days.

AWARD NO:IO/CHD/R/LI/0049/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Kiran Bala

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-041-2324-0025

AWARD NO:IO/CHD/A/LI/0042/2023-2024

1.	Name & Address Of The Complainant	Kiran Bala House no. 3121 D, Ansal Sushant City, Sector 32						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	70000018311	5000000	22-Nov-2022	22-Nov-2042	22-Nov-2022	153224	Single	Single
3.	Name of insured	Kiran Bala						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	130000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Kiran Bala						
	b)For the Insurer	Ms Shagun						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Kiran Bala (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against SBI Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale of policy bearing number 70000018311.

Contention of the complainant:

The complainant has stated that she was issued the subject policy on 25/11/2022 from State Bank of India when she availed a housing loan.

She has stated further that an amount of Rs 1,53,222/- was debited and a premium account for the subject policy was started by the insurers. She has stated further that she approached the regional office of the insurers on 15/12/2022 for cancellation the policy and she was asked to contact the local branch office. She has stated further that when she contacted the local branch office she was told that the policy could not be cancelled as the request was submitted beyond the free look period of 15 days.

She then approached the insurers to seek relief in the matter but her request was denied. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 24/04/2023 stated that the subject policy was issued as a certificate of insurance under the master policy bearing number 70000018311 on the basis of duly filled and signed membership forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the pre issuance welcome (PIW) process.

They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the membership form and was also in agreement with the policies terms and conditions.

The insurers have further stated that the premium under the subject policy was paid as a single installment by the complainant and thus there is no requirement of auto debit deactivation. They have further contended that the certificate of insurance was dispatched to the complainant on 28/11/2022 and the request for cancellation of the policy was received on 02/02/2023 after expiry of free look period due to which the same could not be acceded to.

The insurers have contended that the complainant is being provided the risk cover for Rs 51,53,224/- for the duration the subject policy is in force.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that the insurers wrongfully denied her request for cancellation of the subject policy.

The insurers contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. They have further contended that the certificate of insurance was dispatched to the complainant on 28/11/2022 and the request for cancellation of the policy was received on 02/02/2023 after expiry of free look period due to which the same could not be acceded to.

In view of the facts and circumstances of the case, submissions made during the online hearing and

documents on record, it is evident that the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-041-2324-0025

Taking into account the facts and circumstances of the case, submissions made online and documents on record, the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

**AWARD NO:IO/CHD/A/LI/0042/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Sapna Kumari

VS

RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-014-2324-0004

AWARD NO:IO/CHD/R/LI/0031/2023-2024

1.	Name & Address Of The Complainant	Sapna Kumari House No. 18 Damooi, Bajroh Road, Village Bajroh, P.O Badhani						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420098573E	1335311	20-Sep-2021	20-Sep-2033	20-Sep-2021	99996	12 years/yearly	12 years
3.	Name of insured	Sapna Kumari						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Sapna Kumari						
	b)For the Insurer	Ms Shivani Sharma						
13.	Complaint how disposed	Recommendation under rule 16						

Brief Facts of the Case:

Ms Sapna Kumari (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 420098573E.

Contention of the complainant:

The complainant has stated that her father was contacted by someone by the name of Nikita from HDFC Life Insurance Co who issued three policies from the insurers on the allurement of providing a monthly pension of Rs 30000/- to him.

She has alleged that the subject policy was issued in her name and some other policies were issued in the name of other family members. She has stated further that she paid the premiums under the policy trusting the agents who had issued the subject policy but was shocked to find that her premium was forfeited when she could not pay the further premiums.

She has alleged that the subject policy was issued without her signatures and consent. She finally approached the insurers for cancellation of the subject policy but did not get any response. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

SCN not received

Observation and conclusions:

Case called. Both the parties were present.

The complainant reiterated that the subject policy was issued without her signatures and consent.

At this point the insurers were asked to reconsider their decision in light of the facts narrated by the complainant. The insurer offered to cancel the subject policy and refund the premium to the complainant and the offer was accepted by the complainant. Thus an agreement of conciliation has been arrived at between the complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-014-2324-0004

The complaint is resolved in terms of the agreement of conciliation between the complainant and the insurers. Accordingly the insurers shall refund the premium paid to the complainant under the subject policy.

The insurer shall comply with the award with in a period of thirty days.

AWARD NO:IO/CHD/R/LI/0031/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Amarjeet Rahi

VS

RESPONDENT: Aegon Life Ins.Co.Ltd.

COMPLAINT REF: NO: CHD-L-001-2324-0036

AWARD NO:IO/CHD/A/LI/0041/2023-2024

1.	Name & Address Of The Complainant	Amarjeet Rahi S/o Chhaju Ram, House no. 330, Gillan Street, Mehs Gate, Near Mta Jawalaji Mandir						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	160314621423	319976	08-Mar-2016	08-Mar-2036	08-Mar-2016	50011	20 years / Yly	10 years
3.	Name of insured	Amarjeet Rahi						
4.	Name of the insurer/broker	Aegon Life Ins.Co.Ltd.						
5.	Date of receipt of the Complaint	13-Apr-2023						
6.	Nature of Complaint	Less surrender value paid						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Amarjet Rahi						
	b)For the Insurer	Ms Asha Kadam						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Amarjeet Rahi (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Aegon Life Insurance Co. Ltd (hereinafter, the Insurers) alleging non revival of policy bearing no 160314621423.

Contention of the complainant:

The complainant has stated that he had purchased the subject policy from the insurers on 08/03/2016 and paid four yearly premiums of Rs 50011/- each. He has stated further that he was in dire need of money due to medical emergency related to his son and applied for refund of his amount deposited. He has alleged that he was paid only Rs 104000/- against a total deposit of Rs 200000/-.

The complainant has stated further that he approached the insurers on multiple occasions to seek relief in the matter but was not given any response by them. He has stated further that he even lost his son in the meantime.

Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have stated vide their SCN dated 18/04/2023 that the subject policy was issued on the basis of proposal form filled by the complainant himself to secure his life and the policy document was sent to the complainant.

The insurers have contended that the features, terms and conditions of the subject policy plan were understood by the complainant and he had signed the proposal form and had opted to take the policy to secure his life only after understanding the same in detail. The insurers have stated further that the complainant applied for surrendering the subject policy after paying the premiums for four years.

They have stated further that the complainant was paid an amount of Rs 104000/- as per the terms and conditions of the policy.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that he was paid an amount of Rs 1,04,000/- as surrender value of the policy whereas he had deposited an amount of Rs 2,00,000/-.

The insurers contended that the complainant was aware of the terms and conditions under the subject policy when he filled the proposal form and he retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the terms and conditions mentioned in the policy documents.

The insurers further contended that the surrender value was paid to the complainant as per the terms and conditions of the subject policy and have placed on record the calculation carried out for the same.

In view of the facts and circumstances of the case, submissions made during online hearing and documents on record, it is evident that the surrender value amount, which has been computed by the insurer is in line with the policy terms and conditions and it is a legally constituted insurance contract approved by the regulator IRDAI. Thus the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-001-2324-0036

Taking into account the facts and circumstances of the case, submissions made during online hearing and documents on record, the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

**AWARD NO:IO/CHD/A/LI/0041/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Aman

VS

RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-041-2324-0015
AWARD NO:IO/CHD/A/LI/0043/2023-2024

1.	Name & Address Of The Complainant	Aman 2833, 2nd floor, Sector 46						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	2M376035804	2401000	05-Jan-2021	05-Jan-2051	05-Jan-2021	200000	30 yrs/ylly	10 years
3.	Name of insured		Aman Bansal					
4.	Name of the insurer/broker		SBI Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		06-Apr-2023					
6.	Nature of Complaint		Misrepresentation of policy terms and conditions					
7.	Amount of Claim		3000000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		400000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		26-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Mr Aman Bansal					
	b)For the Insurer		Ms Shagun					
13.	Complaint how disposed		Award under Rule 17					

Brief Facts of the Case:

Sh Aman (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against SBI Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale of policy bearing number 2M376035804.

Contention of the complainant:

The complainant has stated that he was issued the subject policy with a promise that he will receive money back after paying premiums for two years.

He has alleged that the amount of money back in actual is not the same as promised. He then approached the insurers to seek relief in the matter but his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 21/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the pre issuance welcome (PIW) process which is a digital verification where in the complainant navigated through various screens depicting personal details, policy details, policy benefits etc and it was only after the complainant gave her consent to the same, the subject policy was issued.

They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions.

The insurers have further stated that the complainant paid the premiums for two years which in itself denotes the acceptance of terms and conditions of the policy document.

The insurers have further stated that the premium due on 05/01/2023 under the subject policy could not be deducted from the account of the complainant due to insufficient funds.

They have further stated that the complainant was paid the cash bonus amount of Rs 1,11,743.74 on 31/01/2023 as per clause 3.1.3 of the policy conditions. This amount comprised of Rs 55,223/- as cash bonus for each of the first two years of policy and an amount of Rs 1297.74 towards interest on the bonus.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated that the amount paid as money back under the subject policy was much lower than the promised amount.

The insurers contended that the product was approved by the IRDAI and they could not make payment against the terms and conditions of the policy. They further contended that the complainant was aware of the terms and conditions under the subject policy when he filled the proposal form and he retained the policies documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the terms and conditions mentioned in the policies documents.

In view of the facts and circumstances of the case, submissions made during online hearing and

documents on record, it is evident that the amount of cash back, which has been has been computed by the insurer is in line with the terms and conditions of the subject policy which is a legally constituted insurance contract duly approved product by the regulator IRDAI.

Thus the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-041-2324-0015

Taking into account the facts and circumstances of the case, submissions made online and documents on record, the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

**AWARD NO:IO/CHD/A/LI/0043/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Manju Sharma

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0031

AWARD NO:IO/CHD/A/LI/0037/2023-2024

1.	Name & Address Of The Complainant	Manju Sharma W/o Satinder Kumar Sharma, House No. 21, Gali no. 15, P.O.-Rayon and Silk Mills, G.T. Road Chheharta						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-7253666	1073179	17-May-2018	17-May-2030	17-May-2018	92955	12 years/yearly	12 years
3.	Name of insured	Manju Sharma						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Manju Sharma						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Manju Sharma (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 501-7253666.

Contention of the complainant:

The complainant has stated that her husband was contacted by some tele callers who issued some policies from different insurance companies in his name on the allurement of providing benefits associated with installation of mobile tower at his premises.

She has stated further that the subject policy was issued in her name and two more were issued in the name of her son on one pretext or the other. She has stated further that her husband kept following up the matter with the tele callers but to no avail. She then approached the insurer for cancellation of the subject policy but she did not get any response.

Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 21/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on her mobile.

The insurers have further stated that they have not received any complaint from the complainant with respect to the subject policy alleging any discrepancy or mis selling. The insurers have contended that the complainant is not maintainable as per Rule 14(3)(a) of Insurance Ombudsman Rules 2017 which states that the complainant must approach the insurers before filing a complaint with this forum.

They have further contended that the complainant has declared herself to be a Graduate and thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant stated that he was issued the subject policies on the allurement of providing benefits associated with installation of mobile tower at her premises.

The insurers reiterated that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

They contended that the complainant never submitted any written complaint to them and thus the complainant is not maintainable as per Rule 14(3)(a) of Insurance Ombudsman Rules 2017 which states that the complainant must approach the insurers before filing a complaint with this forum. The insurers further contended that the complainant

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay of almost five years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0031

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of almost five years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Moreover the complainant had not approached the insurer prior to filing the complaint with this forum. Thus the claim cannot be entertained as per Rule 14(3)(a) of Insurance Ombudsman Rules 2017. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0037/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Sher Singh

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0029

AWARD NO:IO/CHD/A/LI/0036/2023-2024

1.	Name & Address Of The Complainant	Sher Singh S/O Ram Singh Village Dadwas PO. Bali Chowki, Mandi Himachal Pradesh- 175121						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5017793349	810137	09-Oct-2018	09-Oct-2030	09-Oct-2018	73385	12 years/yearly	12 years
	5018022151	221436	21-Aug-2018	21-Aug-2030	21-Aug-2018	20058	12 years/yearly	12 YEARS
3.	Name of insured	Sher Singh						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	20499.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sher Singh						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Sher Singh (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 501-7793349 and 501-8022151.

Contention of the complainant:

The complainant has stated that he was contacted by someone by the name of Vijay Aggarwal posing as an officer of the insurers who issued one policy in his name on the allurement of providing interest free loan.

He has stated further that he was again contacted by the tele callers who issued another policy on the pretext of clearing NOC for the loan. He has alleged that the inform He has stated further that he kept following up the matter with the tele callers but to no avail. He then approached the insurer for cancellation of the subject policies but he did not get any response.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 19/04/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 26/09/2022 with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 27/09/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant stated that he was issued the subject policies on the allurement of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after almost four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay of almost four years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0029

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of almost four years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

**AWARD NO:IO/CHD/A/LI/0036/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Rajesh Dass

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0027

AWARD NO:IO/CHD/A/LI/0038/2023-2024

1.	Name & Address Of The Complainant	Rajesh Dass House no. 440, Street No. 4, Tibba Road, Star City Colony, Basti, Jodhewal Ludhiana																								
2.	Type Of Policy: Life Policy Details:																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 10%;">Premium</th> <th style="width: 10%;">Policy Term</th> <th style="width: 10%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>501-9978153</td> <td>299019</td> <td>19-Sep-2019</td> <td>19-Sep-2039</td> <td>19-Sep-2019</td> <td>48923</td> <td>20 years / Yly</td> <td>10 yrs</td> </tr> <tr> <td>502-2814908</td> <td>162505</td> <td>13-Nov-2019</td> <td>13-Nov-2039</td> <td>13-Nov-2019</td> <td>29354</td> <td>20 years/ Yly</td> <td>10 years</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	501-9978153	299019	19-Sep-2019	19-Sep-2039	19-Sep-2019	48923	20 years / Yly	10 yrs	502-2814908	162505	13-Nov-2019	13-Nov-2039	13-Nov-2019	29354	20 years/ Yly	10 years	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																			
501-9978153	299019	19-Sep-2019	19-Sep-2039	19-Sep-2019	48923	20 years / Yly	10 yrs																			
502-2814908	162505	13-Nov-2019	13-Nov-2039	13-Nov-2019	29354	20 years/ Yly	10 years																			
3.	Name of insured	Rajesh Dass																								
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																								
5.	Date of receipt of the Complaint	06-Apr-2023																								
6.	Nature of Complaint	Misrepresentation of policy terms and conditions																								
7.	Amount of Claim	0.00																								
8.	Date of Partial Settlement																									
9.	Amount of relief sought	80000																								
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																								
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh																								
12.	Representation at the hearing																									
	a)For the Complainant	Mr Rajesh Dass																								
	b)For the Insurer	Mr. Mitesh Pabari																								
13.	Complaint how disposed	Award under Rule 17																								

Brief Facts of the Case:

Sh Rajesh Dass (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 501-9978153 and 502-2814908.

Contention of the complainant:

The complainant has stated that he was contacted by three agents by the name of Ashish Chauhan, Navin Kumar and Alok Tiwari posing as officers of Mahindra Finance who issued one policy in his name on the allurements of providing interest free loan.

He has stated further that he was again contacted by the tele callers who issued another policy on the pretext of clearing NOC for the loan. He has stated further that he kept following up the matter with the tele callers but to no avail. He then approached the insurer for cancellation of the subject policies but he did not get any response.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 18/04/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 21/01/2023 with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 25/01/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant stated that he was issued the subject policies on the allurements of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after more than three years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay of more than three years in filing the complaint or substantiate the allegations of mis-selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0027

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than three years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0038/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Sarabjeet Singh

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0026

AWARD NO:IO/CHD/A/LI/0039/2023-2024

1.	Name & Address Of The Complainant	Sarabjeet Singh S/O Jaswant Singh 61-A, Gali No. 17, Govind Vihar, Maqboolura Mehta Road Amritsar						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5017798033	685319	21-Nov-2018	21-Nov-2030	21-Nov-2018	58708	12 years/yearly	12 years
5018210830	456875	23-Aug-2018	23-Aug-2030	23-Aug-2018	39138	12 years/yearly	12 YEARS	
50177598	456875	24-Aug-2018	24-Aug-2030	24-Aug-2018	39138	12 years/yearly	12 years	
3.	Name of insured	Sarabjeet Singh						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	60000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	140000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	26-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sarabjeet Singh						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Sarabjet Singh (hereinafter, the Complainant) has filed a complaint in respect of his 3 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing number 501-7798033, 501-7759837 and 501-8210830.

Contention of the complainant:

The complainant has stated that he received a call from someone by the name of Sanjay posing as an officer of the insurers who issued one policy in his name on the allurement of doubling the amount in five years along with health benefits.

He has stated further that he was again contacted by some tele callers who issued another policy on the allurement of benefits associated with installing mobile tower at his premises. He has alleged that one more policy was issued subsequently on the pretext of providing insurance cover for the equipment of tower.

He has stated further that he kept following up the matter with the tele callers but to no avail. He then approached the insurer for cancellation of the subject policies but he did not get any response. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 11/04/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 01/10/2022 with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 04/10/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant stated that he was issued the subject policies on the allurement of doubling his money in five years and also providing benefits associated with installation of mobile tower.

The insurers reiterated that the complainant has now submitted the complaint after more than four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the

delay of more than four years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0026

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than four years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0039/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ganesh Sah

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2324-0003

AWARD NO:IO/CHD/A/LI/0040/2023-2024

1.	Name & Address Of The Complainant	Ganesh Sah # 402/ A, Chandi Mandir, Tanda Panchkula						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-9747699	173894	25-Jul-2019	25-Jul-2039	25-Jul-2019	29354	20 years / Yly	10 years
3.	Name of insured	Ganesh Sah						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ganesh Sah						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Ganesh Sah (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 501-9747699

Contention of the complainant:

The complainant has stated that he received a call from someone by the name of Anurag posing as an officer of the insurers who issued the subject policy on the allurement of providing interest free loan.

He has further stated that he was advised not to say anything related to the loan during the verification call made by the insurers. He has further stated that he kept following up the matter with the said officer but to no avail. He has alleged that the information in respect of his occupation and income has been misrepresented in the policy documents. He has further alleged that he was issued the policy with a provision for deducting premiums through ECS for which he never gave any consent.

The complainant has stated further that when he came to know of the fraud he represented to the insurers to seek relief in the matter but has not received any reply. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 10/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 18/10/2022 with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent to and received by the complainant.

Thus his request for cancellation of the policy was denied vide their communication dated 23/10/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant stated that he was issued the subject policies on the allurement of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after more than two years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay of more than three years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant

any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2324-0003

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than three years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0040/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Mehak Kapoor

VS

RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-014-2324-0030

AWARD NO: IO/CHD/A/LI/0059/2023-2024

1.	Name & Address Of The Complainant	Mehak Kapoor Ashwani Kumar, Flat no. 1101, Tower 1, Hero Homes, Sidhwan Canal Road, Village- Birmi, Near Iskon Temple, Tehsil- Mullanpur																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 10%;">Premium</th> <th style="width: 10%;">Policy Term</th> <th style="width: 10%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>420121291E</td> <td>1000000</td> <td>14-Dec-2021</td> <td>14-Dec-2062</td> <td>14-Dec-2021</td> <td>104500</td> <td>41 years/ylly</td> <td>12 years</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	420121291E	1000000	14-Dec-2021	14-Dec-2062	14-Dec-2021	104500	41 years/ylly	12 years	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
420121291E	1000000	14-Dec-2021	14-Dec-2062	14-Dec-2021	104500	41 years/ylly	12 years											
3.	Name of insured	Mehak Kapoor																
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	09-Apr-2023																
6.	Nature of Complaint	Misrepresentation of policy terms and conditions																
7.	Amount of Claim	104000.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	100000																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh																
12.	Representation at the hearing																	
	a) For the Complainant	Ms Mehak Kapoor																
	b) For the Insurer	Ms Shivani Sharma																
13.	Complaint how disposed	Award under Rule 17																

Brief Facts of the Case:

Ms Mehak Kapoor (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 420121291E.

Contention of the complainant:

The complainant has stated that she was contacted by someone by the name of Ritesh Mahajan, an agent of the insurers, who issued the subject policy on the promise of providing life cover with handsome returns.

She has stated further that she received a call from the insurers for payment of renewal premium and she inquired about the features of the subject policy. She has stated that the customer care team of the insurers informed her that none of the features explained by the agent were there in the policy. She then approached the insurers for cancellation of the subject policy but her request was denied.

Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 24/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the pre and post verification calls made on his mobile.

They have contended that the complainant has declared herself to be a Graduate and thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise. They have stated further that the policy was purchased consciously and with proper understanding of the product and plan. They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions.

The insurers have further stated that they had received a complaint dated 26/12/2022, after one year had elapsed from inception, with respect to the subject policy alleging that the policy was mis-sold to her with false assurances, thereby demanding cancellation of policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy, the insurers were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the policyholder.

Thus the request for cancellation of the subject policy was denied vide their communication dated 17/01/2023 as the same was submitted after expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above. The complainant was represented through her father Mr Ashwini Kapoor.

The complainant reiterated that she was sold the subject policy on a false promise that she will receive Rs 20,00,000/- at the end of 15 years after paying yearly premiums of Rs 1,00,000/- for 12 years. She stated further that she was also promised a cash back of Rs 1,00,000/- every years after paying premiums for two years.

The insurers contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies, thereby implying that the complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions. The insurers further stated that they had received a complaint dated 26/12/2022, after 10 months had elapsed from inception.

When asked about the delay in filing the complaint, the complainant stated that her father had followed up the matter with the agent and the officials of the insurer and they kept delaying his request for cancellation on one pretext or the other. The complainant has submitted recordings of telephonic conversations exchanged between her father and the agent in support of her allegations.

The insurers contended that mother of the complainant is enrolled as an agent with them and thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise. The complainant countered this allegation stating that her mother was enrolled as an agent after the subject policy had been sold to her. The insurers were asked to provide comments received from the concerned agent in respect of the allegations leveled by the complainant which they have now submitted.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document.
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-014-2324-0030

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-1845093 and refund the premium subject to the following:

- **Deductions of administrative cost of issuance of policy document.**
- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0059/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Rajinder Parsad
VS

RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-009-2324-0022
AWARD NO:IO/CHD/A/LI/0063/2023-2024

1.	Name & Address Of The Complainant	Rajinder Parsad S/o Prakash Chand Sethi, Near Civil hospital Ghumarwin, Distt Bilaspur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	08675642	1249500			18-Jan-2022	109725	12	12
3.	Name of insured	Rajinder Parsad						
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Rajinder Prasad						
	b)For the Insurer	Aakriti Manocha						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Mr. Rajinder Prasad (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Aditya Birla Sun Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of the subject policy.

Contention of the complainant:

The complainant has alleged that he was cheated and misguided by the agent who sold him the subject policy in lieu of interest free huge loan amount. Later on, knowing he has been cheated he approached the company for cancellation but was denied. Thus, being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

Insurer did not submit the SCN.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above. The complainant reiterated that he was cheated and misguided by the agent who sold him the subject policy in lieu of interest free huge loan amount. The insurers contended that the complainant had approached them for cancellation of subject policy after the completion of free look period and thus the complaint was not tenable. When asked about the source of procurement of the subject policy the insurers stated that the policy was sold by their agent but surprisingly neither the SCN was submitted by the insurer nor any details of the point of sale person, who has through distance marketing solicited and sold this policy, was given at the time of hearing. No comments were even obtained by the insurer from the concerned POS or agent who has pitched and sold this policy in which allegation of mis selling was made. Thus, it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /agent. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer.

Thus, there seems to be preponderance of probability of mis selling of the subject policy. Accordingly, the insurers are directed to cancel the subject policy from inception and refund the amount of premium paid to the complainant subject to the following:

1. Deductions of administrative cost of issuance of policy document
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-009-2324-0022

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

AWARD NO:IO/CHD/A/LI/0063/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Rahul Sachdeva
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: CHD-L-024-2324-0018
AWARD NO:IO/CHD/A/LI/0066/2023-2024

1.	Name & Address Of The Complainant	Rahul Sachdeva House no. B23-6009, St no. 13, Harrgobind Nagar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20248764	956000			13-Mar-2022	99902	15	8
3.	Name of insured		Rahul Sachdeva					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		06-Apr-2023					
6.	Nature of Complaint		Mis Selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		99902					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		26-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Rahul Sachdeva					
	b)For the Insurer		Kamlesh Mishra					
13.	Complaint how disposed		Award under Rule 17					

Brief Facts of the Case:

Mr. Rahul Sachdeva (hereinafter, the Complainant) has filed a complaint in respect of the policy as mentioned above against India First Life Insurance Co. Ltd (hereinafter, the Insurers) alleging misselling of the subject policy.

Contention of the complainant:

The complainant has stated that he has been cheated and trapped by the agent who sold him the subject policy on fake promise of providing interest free loan of Rs. 10 Lakhs. Later on when he found that he has been cheated he requested the company to cancel the policy but was denied. Thus, being aggrieved with the insurers he has approached this forum to seek relief.

Contention of the Respondent:

The Insurer did not submit the SCN within the time frame.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above. The complainant reiterated that the subject policy was sold to him on false promise of providing interest free loan. The insurers contended that the complainant had approached them for cancellation of subject policy after the completion of free look period had elapsed and thus the complaint was not tenable.

When asked about the source of procurement of the subject policy the insurers stated that the policy was sold by their broker Mercury Insurance Brokers but surprisingly neither the SCN was submitted by the insurer nor any details of the point of sale or employee of the broker, who has through distance marketing solicited and sold this policy, was given at the time of hearing. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. Thus, it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints, then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

Thus, there seems to be preponderance of probability of mis selling of the subject policy. Accordingly, the insurers are directed to cancel the subject policy from inception and refund the amount of premium paid to the complainant subject to the following:

1. Deductions of administrative cost of issuance of policy document
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.

4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-024-2324-0018

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the subject policy and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

AWARD NO:IO/CHD/A/LI/0066/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ram Briksh Prasad

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2099

AWARD NO:IO/CHD/A/LI/0068/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad House no 1361 Phase -2 Urban Estate Near Bal Bharti Public school Dugri Road Ludhiana 141013 Punjab (India)																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 10%;">Premium</th> <th style="width: 10%;">Policy Term</th> <th style="width: 10%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>23602977</td> <td>1283092</td> <td>31-Dec-2020</td> <td>31-Dec-2040</td> <td>31-Dec-2020</td> <td>99999</td> <td>12/Annual</td> <td>20</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	23602977	1283092	31-Dec-2020	31-Dec-2040	31-Dec-2020	99999	12/Annual	20	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
23602977	1283092	31-Dec-2020	31-Dec-2040	31-Dec-2020	99999	12/Annual	20											
3.	Name of insured	Ram briksh Prasad																
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.																
5.	Date of receipt of the Complaint	16-Mar-2023																
6.	Nature of Complaint	Misselling																
7.	Amount of Claim	99999.10																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	100000																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh																
12.	Representation at the hearing																	
	a)For the Complainant	Sh.Ram Briksh Prasad, the complainant																
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)																
13.	Complaint how disposed	Award under Rule 17																

Brief Facts of the Case:

Shri. Ram Briksh Prasad (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) mis selling of above policy.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him to get a share of Rs 14, 92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Co. He purchased one policy and later on some more policies were issued from different insurance companies on the pretext of clearing various taxes which include policies on the life of his daughter also for which she filed a separate complaint.

He has further alleged that information in respect of his occupation and income has been misrepresented in the policy documents pertaining to the subject policies and also in the policies issued on the life of his daughter and son-in-law. Complainant has stated further that she never met the agent who sold the policies. The complainant has further stated that he came to know of the fraud when the tele callers stopped responding to the calls and he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023, company stated that the complainant applied for the subject policy by submitting the proposal forms and other related supporting documents. Policy document was dispatched through speed post no. EQ906780825IN and delivered on 18.01.2021. Successful welcome call was made and terms and conditions of policy were explained to complainant but no concern was raised by the complainant during welcome call or free look period.

Complainant approached the Company on 24/01/2023 and alleged miselling of multiple insurance policies by different Insurance companies. Company declined the case on 07/02/2023 and stated that the policy was issued by the company on the basis of information provided by you on the application form and duly signed declaration along with initial premium received and policy document was duly delivered but no concern was raised during free look period or during welcome call.

Company made every possible effort, to provide the details of the policy but first concern were raised on 24/01/2023 which is appox, three years after issuance of policy document. The complainant has not submitted any documentary evidence in support of his complaint. The company denied each and every allegation mentioned in the complainant and has prayed to dismiss the case as it has not violated any terms and conditions.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

The complainant stated multiple policies of different Insurance companies are mis sold to him . The above policy is sold in the name of her grand daughter who is 13 years old and his signatures are fraud, his Income is incorrect in policy records and policy is issued from Delhi and he never visited Delhi and never met the agent .

The Insurers stated that the subject policy was issued on the basis of duly filled and signed proposal forms in 12/2020 and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during free look period or during welcome call. They further contended that

reaction time of first complaint is three years years after policy issuance. However as a customer centric gesture,company offered to cancel the subject policy and issue a single premium policy which was not agreed by complainant.

During the hearing company was asked to provide the detail about the questions raised by complainant .The company vide mail dated 21.04.2023 stated that policy can be issued to Minor as per product guidelines and underwriting guidelines and signatures of Minor are not mandatory ,however proposal form has been by Mr.Ram Briksh Prasad and there is no signature mismatch.As per sales input,before login the case ,all the formalities were discussed with the customer and he has not raised any concern.The complainant has accepted the terms and conditions during welcome call also.

In view of overall examination of facts, circumstances and observations as well as submissions made and considering the facts of the case that policy bond was delivered on time and the Policy documents had described the terms and conditions including the policy term, the premium amount and frequency. As such, the Complainant had the choice of seeking cancellation of the policy within the free-look period but he filed his first complaint with the Insurers in 01/2023. But no justifiable reasons was given by complainant for not approaching the insurer for cancellation of policy during the free look period and raising an issue of mis selling after two years of issuance of policy nor the allegation of mis selling was substantiated by any evidence. Pursuantly, the complaint of mis-sale is not justified and and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2099

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

AWARD NO:IO/CHD/A/LI/0068/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Swarna Devi

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2131

AWARD NO:IO/CHD/A/LI/0067/2023-2024

1.	Name & Address Of The Complainant	Swarna Devi V.P.O-Patrara Sunder Bani Patrara, Rajouri																						
2.	Type Of Policy: Life Policy Details: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">23040741</td> <td style="text-align: center;">915722</td> <td style="text-align: center;">19-Sep-2019</td> <td style="text-align: center;">19-Sep-2039</td> <td style="text-align: center;">24-Sep-2019</td> <td style="text-align: center;">99999</td> <td style="text-align: center;">20/Annual</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>								Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	23040741	915722	19-Sep-2019	19-Sep-2039	24-Sep-2019	99999	20/Annual	10
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
23040741	915722	19-Sep-2019	19-Sep-2039	24-Sep-2019	99999	20/Annual	10																	
3.	Name of insured	Swarna Devi																						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.																						
5.	Date of receipt of the Complaint	21-Mar-2023																						
6.	Nature of Complaint	Misselling																						
7.	Amount of Claim	0.00																						
8.	Date of Partial Settlement																							
9.	Amount of relief sought	100000																						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh																						
12.	Representation at the hearing																							
	a)For the Complainant	Smt.Swarna Devi, the complainant																						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)																						
13.	Complaint how disposed	Award under Rule 17																						

Brief Facts of the Case:

Ms Swarna Devi (hereinafter, the Complainant) has filed a complaint against PNB Metlife India Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-selling of above policy.

Contention of the complainant:

The complainant has stated that she was issued the subject policy as an alternate to fixed deposit. She was told to invest Rs one lac and was assured that she would get the accumulated amount of Rs 1.50 lacs after three years.

She has stated further that when she received the notice for payment of renewal premium she came to know that she was required to pay a premium of Rs 1,00,000/- every year for a period of 10 years which she cannot pay as her monthly income is Rs.5000 only.

She is illiterate and cannot understand English. She has alleged that the agent who sourced this policy never met her. The policy is issued from NOIDA branch whereas she is residing in rural area. She has stated further that she approached the Insurer for cancellation of the subject policy but her request was rejected. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 16.04.2023, the company stated that the complainant applied for the subject policy by submitting the proposal forms and other related supporting documents. The policy document was dispatched through speed post no. EE862179884IN and delivered to the complainant on 15.10.2019.

A successful welcome call was made on the her mobile number which is same as in present complaint. The terms and conditions of policy were explained to the complainant but no concern was raised by the complainant during welcome call or free look period.

The complainant approached the Company on 19/01/2021 alleging misselling and stated that policy is mis sold to her in lieu of FD. The same was declined on 19/01/2021. The complainant has filed complaint with Hon'ble Ombudsman in 2023. In view of same the present Complaint is not maintainable as per Rule 14(3)(b)(ii) of Ombudsman Rues 2017 which states that "No complaint to the Insurance Ombudsman shall lie unless the complaint is made within one year after receipt of decision of the insurer [or insurance broker, as the case may be,] which is not to the satisfaction of the complainant."

The Company denied each and every allegation mentioned in the complainant and has prayed to dismiss the case as it has not violated any terms and conditions.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as noted in Para 18 above.

The complainant stated that the above policy was mis sold to her as a fixed deposit.

During the course of hearing the company reiterated the stand taken by them in their SCN and stated that the policy bond was duly delivered and policy terms and conditions were explained by insurer in welcome call wherein no concerns were raised by the complainant.

The company stated that present complaint is not maintainable as per Rule 14(3)(B)(1) of Insurance Ombudsman Rules 2017 as the complainant has approached this forum after expiry of almost two years when the company declined the case on 19/01/2021.

In view of the facts of the case and documents submitted it is observed that although company has rejected the complaint on 19/01/2021 but company has also attached letter dated 18/01/2021 wherein a concern has been raised about mis selling cases of Sunderbani branch and mentioned that bank DGM has showed concern over mis selling cases and escalated the cases including the above case. Also, the complainant has mentioned that she visited Bank office many times but no proper solution was given.

In view of the aforesaid observations I feel that the complainant has justified reasons for the the delay which is sustaintiated while looking to the profile and rural background of the complainant .Even from the internal correspondence of the insurer shared with us it is evident they were aware of rampant cases of miselling in the subject branch but they chose not to respond with justice to the complainant.From the SCN as well as online hearing it is not clear that any internal investigation was carried out by the company in this case .In view of valid resons as detailed above the delay is condoned .

Further, the above policy was sourced through BNA-PNB and the complainant had explicitly mentioned in his complaint that the pollcy was sold to her as one time payment by the agent but no reference or clarification was sought by the insurers from the broker/agent who sourced this policy and no substantive evidence was produced by insurer in their SCN or during the course of hearing to refute the allegations of the complainant.

The insurer did not inform this forum about number of mis selling complaints received against this broker/agent. No details were given to the forum in their SCN and whether this complaint also falls under that category is not clear. After receipt of this complaint whether any internal investigation was carried out to confirm or refute the allegations of the complainant is also not clear.

In view of overall examination of facts, circumstances and observations as well as submissions made there appears to be a preponderance of probability of mis selling by the agent which could not be refuted by the insurer during the course of hearing or in their SCN but there is a delay of more than three year from free look period and accordingly, the company is directed to cancel the above policy and refund the premium subject to the following:

- Deductions of administrative cost of issuance of policy document
- Deduction of risk premium till the date the subject policy was in force.
- To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
- In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2131

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, the company is directed to cancel the subject policy and refund the premium subject to the following:

- **Deductions of administrative cost of issuance of policy document**
- **Deduction of risk premium till the date the subject policy was in force.**
- **To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- **In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

Both parties should implement the same within 30 days of receipt of Award

AWARD NO:IO/CHD/A/LI/0067/2023-2024
Date:29/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Bhupinder Kaur
VS

RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-2223-2087
AWARD NO:IO/CHD/A/LI/0019/2023-2024

1.	Name & Address Of The Complainant	Bhupinder Kaur Village Dhandari Khurd, P.O. Dhandari Kalan, Ludhiana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	17828099	0	20-Aug-2015	20-Aug-2025	20-Aug-2015	35000	10 years/yearly	7 years
3.	Name of insured	Bhupinder Kaur						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	15-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	35000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Bhupinder Kaur, the complainant						
	b)For the Insurer	Ms Shailja Tiwari, Senior Manager (Legal)						
13.	Complaint how disposed	Award under rule 17						

Brief Facts of the Case:

Ms Bhupinder Kaur (hereinafter, the Complainant) had filed a complaint in this office about misselling of policy bearing number 17828099 by HDFC Standard Life Insurance Co. Ltd (hereinafter, the Insurers).

Contention of the complainant:

Her husband was in need of loan for expanding his electric appliances shop. He had asked for loan from someone and later in the name of getting the loan from Bharti Axa at zero percent interest he was sold the said policy. They later complained to the company for cancellation of the policy, but were not been heard. As such the complainant has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 14.04.2023 has informed that the policy bearing number 17828099 was issued on 20.08.2015 for a premium of Rs 35000/- to be paid for 07 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form the Life Assured. Policy documents were delivered to the complainant on 03.09.2015. Only one premium has been received under the policy as such the policy is in lapsed condition. The complainant approached the company for the first time in January 2023 with a request to cancel the policy and was informed that the request for cancellation cannot be accepted as it was beyond free look period.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Complainant reiterated the contents of the complaint and submitted that they were issued the policy fraudulently and as such never asked for it. They were in need of loan only. So, the insurer be asked to return the premium taken on false pretext.

The company representative, on the other hand, submitted that the policy was issued on 20.08.2015 on the life of the complainant and was sent the policy document immediately which stands delivered. Only one premium was received under the policy till date and even the premium paying term under the policy has expired. The first complaint under the policy was received on 30.01.2023 which was beyond free look period.

In view of the above it is clear that the Complainant approached the company after nearly eight years with a complaint of mis-sale. She had received the policy well in time and has confirmed the same as well. She had the choice of seeking cancellation when she received the policy document and found no mention of loan in it. However she raised the first complaint in January 2023. The complainant was neither able to substantiate the allegations of mis selling in the complaint or during the course of hearing nor justify unusual delay in filing the complaint. Pursuantly, the complaint of mis-sale is not justified and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-019-2223-2087

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

AWARD NO:IO/CHD/A/LI/0019/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Balbir Kaur

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2127

AWARD NO:IO/CHD/A/LI/0030/2023-2024

1.	Name & Address Of The Complainant	Balbir Kaur # 655, 3B1 Mohali						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	22206587	459535	06-May-2017	06-May-2027	31-May-2017	99911	10/Annual	5
3.	Name of insured	Balbir Kaur						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt.Balbir kaur, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Smt. Balbir kaur (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) regarding mis selling of above policy.

Contention of the complainant:

Complainant stated that she went to PNB bank to do FD. An employee sitting on the front desk asked her put money in five year FD and informed that her health problems will also be covered and she can will be getting regular income after five years .She went to bank after five years to withdraw the amount and then she was informed that Insurance policy for premium paying term five years is issued to her.

She stated that she has no source of Income and she cannot pay regular premiums for five years .The mobile no mentioned in policy docket does not belongs to her and she has not received any call from the company. She has requested for refund of premium. She raised the grievance with GRO but no satisfactory resolution was provided. Thus, on being aggrieved she has approached this forum.

Contention of the Respondent:

As per SCN dated 17.04.2023, the company stated that Complainant had applied for the subject policy by submitting the proposal form along with other related supporting document after completely understanding the features. Policy document was dispatched through speed post no. EA1764898731N and was delivered on 10/06/2017 but complainant didn't raise any concern during free look period. Complainant approached the Company after five years of issuance of policy on 15/10/2022 and alleged miss-selling without any sufficient evidence in support of her allegation.

The Company declined the case on 27/10/2022 and stated the said policy was issued by the company on the basis the information provided by the complainant and duly signed declaration form submitted by the complainant. Policy bond was timely delivered but no concern was raised during free look period. The company has sent multiple SMS on the registered mobile number regarding policy features and premium paying term and complainant is educated enough to understand Insurance.

The company has prayed that it has not violated any terms and conditions of policy and has not done any act which results in deficiency of services and requested to dismiss the case.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned above.

The complainant reiterated that she was misguided by the agent and policy was missold as FD.

The Insurers stated that the subject policy was issued on the basis of duly filled and signed proposal forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during freelook period. They further contended that reaction time of first complaint is five years after policy issuance.

In view of overall examination of facts, circumstances and observations as well as submissions made and considering the facts of the case that policy bond was delivered on time and the Policy documents had described the terms and conditions including the policy term, the premium amount and frequency. As such, the Complainant had the choice of seeking cancellation of the policy within the free-look period but she filed his first complaint with the Insurers in 10/2022.

But no justifiable reasons was given by complainant for not approaching the insurer for cancellation of policy during the free look period and raising an issue of misselling after more than five years of issuance of policy nor the allegation of misselling was substantiated by any evidence. Pursuantly, the complaint of mis-sale is not justified and deserves to be rejected.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2127

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0030/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Rajvinder Kaur

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2064

AWARD NO:IO/CHD/R/LI/0027/2023-2024

1.	Name & Address Of The Complainant	Rajvinder Kaur # 303, Phase 3B1, Mohali						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24382072	1507599	09-Jun-2022	09-Jun-2034	09-Jun-2022	74999	12/Annual	12
3.	Name of insured	Rajvinder Kaur						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	07-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	74999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	25-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt.Rajvinder Kaur, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Smt.Rajvinder Kaur (hereinafter, the Complainants) has filed this complaint against PNB MetlifeInsurance Co. Ltd. (hereinafter,the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The Complainant stated that at the time of purchase of policy she was told that she has to pay premium for three years but the agent missold the regular premium policy of term 12 years. She cannot pay premium for 12 years. She came to know about misselling when she received the policy document. .She has again filed complaint with grievance officer on 23/01/2023 but the company rejected her request. On being aggrieved by the denial of the Company to cancel his policy she has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 21.04.2023, the company stated that Complainant had applied for the subject policy by submitting the proposal form along with other related supporting document after completely understanding the features. Policy document was dispatched through speed post and was delivered on 20/06/2022 but complainant didn't raise any concern during free look period. successful PIVV call was made to the Complainant/Policy Owner whereby the Complainant was duly intimated the premium paying term years, policy term and frequency of the premium payment and the Complainant didn't raise any concern during the PIVV call. Complainant approached the Company after expiry of freelook period on 11/01/2023 and alleged miss-selling without any sufficient evidence in support of her allegation.

The Company declined the case on 23/01/2023 and stated the said policy was issued by the company on the basis the information provided by the complainant and application and duly signed declaration form submitted by the complainant and policy bond was timely delivered but no concern was raised during free look period. The company has sent multiple SMS on the registered mobile number regarding policy features and premium paying term .Complainant is educated enough to understand Insurance .

The company has prayed that it has not violated any terms and conditions of policy and has not done any act which results in deficiency of services and requested to dismiss the case.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2064

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/R/LI/0027/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Jagjit Kaur

VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-046-2223-2140

AWARD NO:IO/CHD/R/LI/0028/2023-2024

1.	Name & Address Of The Complainant	Jagjit Kaur W/o Paramjit Singh, House no. 118, Santokhpura Nivvi Abadi, Jalandhar 1, Industrial Town						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	C218128994	1490000	13-Sep-2022	13-Sep-2047	13-Sep-2022	104500	25/Annual	08
3.	Name of insured	Sanpreet Kaur						
4.	Name of the insurer/broker	Tata AIA Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	19-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt. Jagjit Kaur, the complainant						
	b)For the Insurer	Sh.Harsimran Singh,Sr.Manager-Legal						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Smt. Jagjeet Kaur (hereinafter, the Complainant) has filed this complaint against Tata AIA Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging misselling of the above policy.

Contention of the complainant:

The Complainant stated that she has purchased the above policy as single premium policy but the agent missold the regular premium policy. She cannot pay one lac every year. She came to know about misselling when she received the photocopy of the policy document. She has raised grievance and given request for cancellation of policy in Tata AIA office on 06/12/2022. She has again filed complaint with grievance officer on 06/03/2023 but the company rejected her request. On being aggrieved by the denial of the Company to cancel his policy she has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 03.04.2023, the company stated that the policy was issued on the basis of duly filled proposal form and as per needs and demand of insured. Policy document was duly dispatched and was received by her. Video verification was done prior to issuance of policy and successful welcome call was made after issuance of policy and all features of the policy were explained to the policyholder. The policy holder requested for cancellation after eight months of issuance of policy on the grounds that policy is very long term and she is a heart patient. On checking the documents, we found that the said document was post issuance of policy. The insured was covered for a period of one year for which premium was received. Hence, on cancellation of policy no premium refund is available. The company stated that demand for refund of premium is not justified and requested to dismiss the complaint.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer.

Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-046-2223-2140

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/R/LI/0028/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Hardeep Kaur

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2168

AWARD NO:IO/CHD/A/LI/0029/2023-2024

1.	Name & Address Of The Complainant	Hardeep Kaur W/o Sh. Jeet Singh, Village- Chkeriyan, Distt.- Sirsa						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	21624119	470880	14-Jul-2015	14-Jul-2025	14-Jul-2015	48000	10/Annual	10
3.	Name of insured	Hardeep Kaur						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	28-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt.Hardeep Kaur, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Smt. Hardeep Kaur (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging incorrect details of husband's name and address in above policy.

Contention of the complainant:

The Complainant stated that she purchased The above policy through branch Manager PNB Bank, Kalanwali Distt. Sirsa in her name Hardeep Kaur, W/O Sh. Jeet Singh R/O Village Chakerian Distt. Sirsa, Haryana and paid the premium Rs. 50000/- on 09.07.2015. But the company issued policy in wrong name and address as Hardeep Kaur W/O Sh. Bachan Singh Village Phero Chechi, Disst. and Tehsil Gurdaspur, Punjab.

She visited the company office in Hisar and Karnal several times to get the correction done but all in vain. She could make payment of further premiums due to above discrepancies. She has filed complaint with branch office in 22/11/2019 for above correction and cancel the policy and with grievance officer on 18/07/2022 but the no reply was received. On being aggrieved by the denial of the Company to cancel his policy she has approached this forum to seek relief.

Contention of the Respondent:

As per email dated 21.04.2023, company stated that the without any admission to the allegations raised through the instant Complaint, company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy in question bearing number 21624119 .

Observation and conclusions:

Case called. Insurers present but complainant refused to attend the hearing and company's representative recall their arguments as noted above.

At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Non appearance in hearing indicates that complainant has nothing to say in the matter. In view of overall examinations of facts, circumstances and observations as well as submissions made by insurance company, I consider the offer of the company to cancel the subject policy and refund the premium as fair and reasonable for both the parties.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2168

Taking into account the facts,circumstances of the case and submissions made by Insurance company during the course of the hearing ,the Insurers shall cancel the subject policy bearing no. 21624119 and refund the premium received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/A/LI/0029/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Hardeep Kaur

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2168

AWARD NO:IO/CHD/A/LI/0029/2023-2024

1.	Name & Address Of The Complainant	Hardeep Kaur W/o Sh. Jeet Singh, Village- Chkeriyan, Distt.- Sirsa						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	21624119	470880	14-Jul-2015	14-Jul-2025	14-Jul-2015	48000	10/Annual	10
3.	Name of insured	Hardeep Kaur						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	28-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Smt.Hardeep Kaur, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Smt. Hardeep Kaur (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging incorrect details of husband's name and address in above policy.

Contention of the complainant:

The Complainant stated that she purchased The above policy through branch Manager PNB Bank, Kalanwali Distt. Sirsa in her name Hardeep Kaur, W/O Sh. Jeet Singh R/O Village Chakerian Distt. Sirsa, Haryana and paid the premium Rs. 50000/- on 09.07.2015. But the company issued policy in wrong name and address as Hardeep Kaur W/O Sh. Bachan Singh Village Phero Chechi, Disst. and Tehsil Gurdaspur, Punjab.

She visited the company office in Hisar and Karnal several times to get the correction done but all in vain. She could make payment of further premiums due to above discrepancies. She has filed complaint with branch office in 22/11/2019 for above correction and cancel the policy and with grievance officer on 18/07/2022 but the no reply was received. On being aggrieved by the denial of the Company to cancel his policy she has approached this forum to seek relief.

Contention of the Respondent:

As per email dated 21.04.2023, company stated that the without any admission to the allegations raised through the instant Complaint, company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy in question bearing number 21624119 .

Observation and conclusions:

Case called. Insurers present but complainant refused to attend the hearing and company's representative recall their arguments as noted above.

At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Non appearance in hearing indicates that complainant has nothing to say in the matter. In view of overall examinations of facts, circumstances and observations as well as submissions made by insurance company, I consider the offer of the company to cancel the subject policy and refund the premium as fair and reasonable for both the parties.

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2168

Taking into account the facts,circumstances of the case and submissions made by Insurance company during the course of the hearing ,the Insurers shall cancel the subject policy bearing no. 21624119 and refund the premium received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0029/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Gurdeep Singh
VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: CHD-L-033-2223-2128
AWARD NO:IO/CHD/R/LI/0026/2023-2024

1.	Name & Address Of The Complainant	Gurdeep Singh S/o Paramjeet Singh, # 28 A, Badala Road, Guru Nanak Colony, Kharar						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24504961	354070	25-Aug-2022	25-Aug-2042	25-Aug-2022	37000	20/Annual	10
3.	Name of insured	Gurdeep Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	37000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	19-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh.Gurdeep Singh, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Shri Gurdeep Singh (hereinafter, the Complainant) has filed this complaint against PNB MetLife Insurance Co. Ltd. (hereinafter, the Insurers) regarding misselling of the above policy.

Contention of the complainant:

The complainant stated that he got a call from Ms.Poonam Sharma posing as official of Bajaj Finance company and she offered him loan of 11,80,000/-with the condition that he has to purchase the policy of Rs.180000/-. He refused to purchase the policy due to financial crunch but ultimately was convinced to purchase the above policy and one policy of Bharti AXA. Later, when neither loan was sanctioned nor his policy amount was refunded, He complained to the company but no reply was received. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per email dated 17.04.2023, company stated that the without any admission to the allegations raised through the instant Complaint, company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy in question bearing number 24504961 .

Observation and conclusions:

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2128

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

**AWARD NO: IO/CHD/R/LI/0026/2023-2024
Date: 25/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Shubham Gupta

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2129

AWARD NO:IO/CHD/R/LI/0025/2023-2024

1.	Name & Address Of The Complainant	Shubham Gupta Tara Chand Gupta, Eard no. 13, Cheeka, Guhla,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24505203	502390	25-Aug-2022	25-Aug-2042	25-Aug-2022	50239	20/Annual	10
3.	Name of insured		Shubham Gupta					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		21-Mar-2023					
6.	Nature of Complaint		Misselling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		50239					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		19-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Sh.Shubham Gupta, the complainant					
	b)For the Insurer		Smt. Priya Dwivedi, Deputy Manager (Legal)					
13.	Complaint how disposed		Agreement under Rule 16					

Brief Facts of the Case:

Shri. Shubham Gupta (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis selling of the above policy.

Contention of the complainant:

The complainant has stated that his mother had a policy from Max Life Insurance Co. which lapsed after three years premium payment and he approached the company for withdrawal of the same. He was approached by Sh. Arun Tripathi, who told him that it is a ULIP plan and the amount in the policy was payable only after 5 years, however he offered to help him to get the amount of his mother's policy with the condition that he has to purchase a new policy. He was issued the subject policy and another policy from some other insurance company on the pretext of clearing taxes. He has stated further that he approached the insurer for cancellation of the subject policy but his request was denied. Thus, being aggrieved with the Insurers he has approached this forum to seek relief.

Contention of the Respondent:

As per email dated 17.04.2023, company stated that without any admission to the allegations raised through the instant Complaint, company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy in question bearing number 24505203.

Observation and conclusions:

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2129

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/R/LI/0025/2023-2024
Date:25/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Sonu Kumar Attri

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2065

AWARD NO:IO/CHD/R/LI/0024/2023-2024

1.	Name & Address Of The Complainant	Sonu Kumar Attri Village & P.O.- Dhanana 1, Bhiwani						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24325279	315791	28-Apr-2022	28-Apr-2042	28-Apr-2022	31579	20/Annual	10
3.	Name of insured	Sonu Kumar Attri						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	07-Mar-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	31579						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh.Sonu Kumar, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Shri. Sonu Kumar Attri (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis selling of above policy.

Contention of the complainant:

The complainant stated that he got a call from someone posing as official of Ombudsman office and offered him bonus accumulated in his lapse policy. Later in the name of refund, GST, filing charges, service charges, he was made to buy three insurance policies amounting to Rs.85884/- as refundable Insurance policies. He is 12th pass and not well versed in English. His annual income is Rs.three lacs only. The complainant has attached letter received from Insurance agent of GBIC and NPCI and whatsapp chat in support of this complaint. He complained to the company as well but was not heard. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per email dated 17.04.2023, company stated that the without any admission to the allegations raised through the instant Complaint, company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy in question bearing number 24325279 .

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

In view of the facts presented in the hearing the insurers were given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurers offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2223-2065

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/R/LI/0024/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath

CASE OF COMPLAINANT - Dimple

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-2324-0009

AWARD NO:IO/CHD/R/LI/0023/2023-2024

1.	Name & Address Of The Complainant	Dimple Village Mataini, PO mataini, Teh Sunni						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	19468217	462238	21-Jul-2017	21-Jul-2027	21-Jul-2017	99000	10 years/yearly	7 years
	19351899	465243	06-Jun-2017	06-Jun-2027	06-Jun-2017	99000	10 years/ Yly	7 years
3.	Name of insured		Dimple					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		05-Apr-2023					
6.	Nature of Complaint		Misrepresentation of policy terms and conditions.					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		198000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Ms Dimple the complainant					
	b)For the Insurer		Ms Shailja Tiwari, Senior Manager (Legal)					
13.	Complaint how disposed		Recommendation under rule 16					

Brief Facts of the Case:

Ms Dimple (hereinafter, the Complainant) had filed a complaint in this office about mis-selling of policies bearing numbers 19468217 & 19351899 by HDFC Standard Life Insurance Co. Ltd (hereinafter, the Insurers).

Contention of the complainant:

Her father's elder brother Sh. Tek Ram Sharma was misled into buying policies on fake commitments in 2017. He was told that he can apply for refund along with bonus. He got trapped in those sugar coated words and 6 policies in the name of the complainant and his family members were issued. He being eldest in the family, who had retired from postal department, was not questioned by the family members. All the documents along with the demand drafts were sent to by him. All the information filled in the proposal forms regarding work profile and income is false. After receiving the policies and finding the information false they tried contacting the agents but in vain. They have complained to the company for cancellation of the policies & they refunded the premiums under the policies wherein complaint was registered with this office only. As such the complainant has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 20.04.2023 has informed that the policies bearing numbers 19468217 & 19351899 were issued on 21.07.2017 & 06.06.2017 for a premium of Rs 99000/- each to be paid for 07 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form the Life Assured. The company denies everything as mentioned in the complaint. However as an exception has decided to cancel the policies and refund the premiums.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

At this stage, the Insurer offers to cancel the policies and refund the premiums received without any deduction. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-019-2324-0009

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the policies and refund the premiums received without any deduction.

Parties should implement this agreement within 30 days.

AWARD NO:IO/CHD/R/LI/0023/2023-2024

Date:25/Apr/2023

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Anil Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2109

AWARD NO:IO/CHD/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Anil Kumar S/o Sanjiv Kumar, P.O.- Sarad Dogri, Tehsil- Rakkar, Distt.- Kangra						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1913552	601745	20-Apr-2021	20-Apr-2036	20-Apr-2021	40000	15 years/yearly	10 years
3.	Name of insured	Anil Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Anil Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Anil Kumar (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 502-1913552.

Contention of the complainant:

The complainant has stated that his uncle had three policies with Reliance Nippon Life Insurance Co and he received a call from someone by the name of Neha Aggarwal who asked him to deposit Rs 40000/- in the name of his son or nephew in order to get back the amounts associated with his policies.

The complainant has stated further that he thus deposited Rs 40000/- as asked for and was issued the subject policy. He has stated further that when the promised amount was not received his father-in-law followed up the matter with the tele callers but to no avail.

He has stated further that he then approached the insurer for cancellation of the subject policies but no reply was received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 12/02/2022, after about one year from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 25/02/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits to his uncle in respect of his previous policies.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold under the online code. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS who has pitched and sold this policy in which allegation of mis-selling was made.

Thus it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said POS in respect of allegations made by the complainant and also to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to

preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

The insurers have submitted a recording of the verification call made to the complainant but have not provided any clarification from the employee and the recordings of the calls made for solicitation of the subject policy.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy.

Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document.
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2109

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-1913552 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/A/LI/0014/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ram Briksh Prasad

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2157

AWARD NO:IO/CHD/A/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad Ram Briksh Prasad House no 1361 Urban Estate Phase - 2 Urban Estate Near Bal Bharti School Dugri Road Ludhiana 141013 Punjab (India)
2.	Type Of Policy: Life Policy Details:	
	Policy Number	Sum Assured
		0
	From Date	To Date
	DOC	Premium
		0
	Policy Term	Paying Term
3.	Name of insured	Ram briksh Prasad
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.
5.	Date of receipt of the Complaint	23-Mar-2023
6.	Nature of Complaint	Misrepresentation of policy terms and conditions
7.	Amount of Claim	49999.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	50000
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh
12.	Representation at the hearing	
	a)For the Complainant	Mr Ram Briksh Prasad
	b)For the Insurer	Mr. Mitesh Pabari
13.	Complaint how disposed	Award under Rule 17

Brief Facts of the Case:

Sh Ram Briksh Prasad (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 501-7832873.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14,92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Co. He has stated further that he purchased the subject policy as told.

The complainant has stated further that later on some more policies were issued from different insurance companies on the pretext of clearing various taxes which include policies on the life of his daughter also for which she filed a separate complaint. He has further alleged that information in respect of his occupation and income has been misrepresented in the policy documents pertaining to the subject policies and also in the policies issued on the life of his daughter and son-in-law.

He has stated further that he never met the agent who sold the policies. The complainant has further stated that he came to know of the fraud when the tele callers stopped responding to the calls and he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 11/02/2023, after about five years from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 16/02/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of LIC of India.

The insurers reiterated that the complainant has now submitted the complaint after more than four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the abnormal delay, the complainant could not provide any satisfactory reply to the

delay of more than four years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case,complaint letter,SCN of the insurer,submissions made during the online hearing it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2157

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than four years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy bearing number 501-7832873. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

**AWARD NO:IO/CHD/A/LI/0008/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ram Briksh Prasad

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2158

AWARD NO:IO/CHD/A/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad Ram Briksh Prasad House no 1361 Urban Estate Phase - 2 Urban Estate Near Bal Bharti School Dugri Road Ludhiana 141013 Punjab (India)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		598811	09-Jul-2018	09-Jul-2030	09-Jul-2018	48922	12 years/yearly	12 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	49998.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh Ram Briksh Prasad						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Ram Briksh Prasad (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 501-759176.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14,92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Co. He has stated further that he purchased the subject policy as told.

The complainant has stated further that later on some more policies were issued from different insurance companies on the pretext of clearing various taxes which include policies on the life of his daughter also for which she filed a separate complaint. He has further alleged that information in respect of his occupation and income has been misrepresented in the policy documents pertaining to the subject policies and also in the policies issued on the life of his daughter and son-in-law.

He has stated further that he never met the agent who sold the policies. The complainant has further stated that he came to know of the fraud when the tele callers stopped responding to the calls and he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 11/02/2023, after about five years from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 16/02/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of LIC of India.

The insurers reiterated that the complainant has now submitted the complaint after more than four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the abnormal delay, the complainant could not provide any satisfactory reply to the delay of more than four years in filing the complaint or substantiate the allegations of mis-selling or

misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2158

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than four years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy bearing number 501-7591776. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0007/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ram Briksh Prasad

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2159

AWARD NO:IO/CHD/A/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad Ram Briksh Prasad, House no 1361, Urban Estate, Phase -2 Urban Estate, Near Bal Bharti School, Dugri Road Ludhiana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5017592154	306326	09-Jul-2018	09-Jul-2038	09-Jul-2018	48922	20 years / Yly	10 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	49998.70						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh Ram Briksh Prasad						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Ram Briksh Prasad (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 501-7592154.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14,92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Co. He has stated further that he purchased the subject policy as told.

The complainant has stated further that later on some more policies were issued from different insurance companies on the pretext of clearing various taxes which include policies on the life of his daughter also for which she filed a separate complaint. He has further alleged that information in respect of his occupation and income has been misrepresented in the policy documents pertaining to the subject policies and also in the policies issued on the life of his daughter and son-in-law.

He has stated further that he never met the agent who sold the policies. The complainant has further stated that he came to know of the fraud when the tele callers stopped responding to the calls and he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 11/02/2023, after about five years from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 16/02/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of LIC of India.

The insurers reiterated that the complainant has now submitted the complaint after more than four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the abnormal delay, the complainant could not provide any satisfactory reply to the

delay of about five years in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case,complaint letter,SCN of the insurer,submissions made during the online hearing it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2159

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of about five years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy bearing number 501-7592154. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0009/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ram Briksh Prasad

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2160

AWARD NO:IO/CHD/A/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Ram Briksh Prasad House no 1361, Urban Estate Phase -2, Urban Estate, Near Bal Bharti School, Dugri Road Ludhiana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		153167	16-Aug-2017	16-Aug-2037	16-Aug-2017	24461	20 years / Yly	10 years
3.	Name of insured	Ram briksh Prasad						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	23-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	24999.60						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh Ram Briksh Prasad						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Ram Briksh Prasad (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 501-6082421.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Ashish Kumar Verma posing as a senior officer of LIC of India who informed him that he could help him get a share of Rs 14,92,537/- out of the profits made by LIC of India if he purchased a policy from Bharti Axa Life Insurance Co. He has stated further that he purchased the subject policy as told.

The complainant has stated further that later on some more policies were issued from different insurance companies on the pretext of clearing various taxes which include policies on the life of his daughter also for which she filed a separate complaint. He has further alleged that information in respect of his occupation and income has been misrepresented in the policy documents pertaining to the subject policies and also in the policies issued on the life of his daughter and son-in-law.

He has stated further that he never met the agent who sold the policies. The complainant has further stated that he came to know of the fraud when the tele callers stopped responding to the calls and he approached the insurer for cancellation of the subject policy but no reply has been received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 11/02/2023, after about five years from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 16/02/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurements of providing amounts out of profits of LIC of India.

The insurers reiterated that the complainant has now submitted the complaint after more than four years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the abnormal delay, the complainant could not provide any satisfactory reply to the delay of more than five years in filing the complaint or substantiate the allegations of mis-selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case,complaint letter,SCN of the insurer,submissions made during the online hearing it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2160

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than five years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy bearing number 501-6082421. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0006/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Sushi Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2118

AWARD NO:IO/CHD/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Sushi Kumar S/o Kisan Chand, Village- Sohawara Kalan, Post Office- Sohawara Khurd						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		0				0		
		0				0		
3.	Name of insured	Sushi Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	60000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Sushil Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Sushil Kumar (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policies bearing number 501-9990521 and 501-9698143.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Sachin posing as a senior officer of Aditya Birla Company and issued the subject policies on the allurement of interest free loan.

He has further stated that when he did not receive the promised loan he followed up the matter with the tele callers but they kept dillydallying for a few months which was followed by the COVID induced lockdown period.

He has stated further that he then approached the insurer for cancellation of the subject policies but no reply was received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 20/01/2023, after more than three years from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 31/01/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policies on the allurement of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after more than three years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2118

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of more than three years from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

**AWARD NO:IO/CHD/A/LI/0004/2023-2024
Date:19/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Rajpal Singh

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2135

AWARD NO:IO/CHD/A/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Rajpal Singh Rajpal Singh S/O Mohinder Singh Vill- Kohr, P.O. Ateli mandi Distt. Mahendragarh Haryana Pin Code- 123021						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		560195	14-Sep-2020	14-Sep-2032	14-Sep-2020	48935	12 years/yearly	12 years
3.	Name of insured	Rajpal Singh						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	50000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Rajpal Singh						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Rajpal Singh (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 502-7174902.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Akash Agnihotri posing as a senior officer of the insurers who issued the subject policy on the allurement of providing interest free loan.

He has further stated that when he did not receive the promised loan he followed up the matter with the tele callers but they kept dilly dallying the matter.

He has also alleged that the information in respect of his occupation and income has been misrepresented in the policy documents. He has stated that he has been shown as a business man earning Rs 6,00,000/- annually which is false. He has further alleged that he never met the agent selling the policy and never filled up the proposal form for the subject policy.

He has stated further that he then approached the insurer for cancellation of the subject policies but no reply was received. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 06/12/2020, after about one year from inception, with respect to subject policy, alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of the policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 10/12/2020 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurement of providing interest free loan.

The insurers contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policy. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

The insurers further stated that the complainant had approached them through email dated 02/12/2020 for cancellation of the subject policy which they had denied through their email dated 10/12/2022. The insurers contended that the complainant has now submitted the complaint after more than two years had elapsed from the rejection of his request and thus the complaint is time barred as per Rule 14(3)

(b)(ii) of Ombudsman Rules 2017 which states that “No complaint to the Insurance Ombudsman shall lie unless the complaint is made within one year after receipt of decision of the insurer [or insurance broker, as the case may be,] which is not to the satisfaction of the complainant.”

When asked about the abnormal delay of more than two years after rejection by the insurers, the complainant could not provide any satisfactory reply to the delay in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that the complaint has been submitted after expiry of more than one year from rejection by the insurers. Thus the complaint cannot be entertained as per Rule 14(3)(b)(ii) of Insurance ombudsman Rules 2017. Hence the complaint does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2135

Taking into account the facts and circumstances of the case and the submissions made, it is evident that the complaint is time barred as per Rule 14(3)(b)(ii) of Ombudsman Rues 2017 and the complainant has also failed to justify a delay of more than two years from the date of rejection of his request by the insurers or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint in respect of the subject policy bearing number 502-7174902 is hereby rejected.

AWARD NO:IO/CHD/A/LI/0005/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Gurmail Singh

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-041-2223-2161

AWARD NO:IO/CHD/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Gurmail Singh S/o Late Shri Chanan Singh, House No. 510, V& P.O.- Kanwala, Distt.- Ambala						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1M516075604	700000	18-Dec-2017	18-Dec-2022	18-Dec-2017	100000	5 years/yearly	5 years
3.	Name of insured	Gurmail Singh						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Gurmail Singh						
	b)For the Insurer	Ms Shagun						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Gurmail Singh (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against SBI Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale of policy bearing number 1M516075604.

Contention of the complainant:

The complainant has stated that he retired from Indian Navy and purchased the subject policy from a branch of the bank in Ambala in 2017.

He has alleged that he was promised an amount of Rs 7,00,000/- on maturity of policy after five years against a yearly premium of Rs 1,00,000/- payable for five years. He has further stated that he was paid an amount of Rs 5,18,462/- against a total deposit of Rs 5,00,000/-.

He has stated further that he demanded the promised amount and approached the insurers to seek relief in the matter but his request was denied. Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 05/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the pre issuance welcome (PIW) process which is a digital verification where in the complainant navigated through various screens depicting personal details, policy details, policy benefits etc and it was only after the complainant gave her consent to the same, the subject policy was issued.

They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions.

The insurers have further stated that the complainant paid the premiums for five years which in itself denotes the acceptance of terms and conditions of the policy document.

They have further stated that the complainant was paid the maturity value of Rs Rs 5,18,462/- on 18/12/2022 as per clause 4.4 of the policy conditions.

The insurers have contended that the complainant was provided the risk cover for the duration the subject policy was in force.

They have also stated that the complainant was never assured a maturity amount of Rs 700000/- by the insurers as has been claimed by the complainant.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned above.

The complainant reiterated that the amount paid at maturity of the subject policy was much lower than the promised amount.

The insurers contended that the product was approved by the IRDAI and they could not make payment

against the terms and conditions of the policy. They further stated that because of risk cover being granted to the complainant, all the expenses and charges like premium allocation charges, policy administration charges, mortality charges, fund management charges are deducted as per clause 11 of the policy terms and conditions. They further stated that all applicable service tax/GST as per the prevailing tax law are also deducted from the investment. The Insurer informed this forum that premium allocation charges of Rs. 40710/-, policy administration charges of Rs. 3437/-, Mortality Charges Rs. 35504/- and Policy Account Management and other Charges of Rs 9062/- were deducted.

The insurers were asked to provide the details of all charges deducted along with a detailed calculation of the maturity value to the complainant. The insurers have now confirmed that they have sent the details of charges deducted and calculation of maturity to the complainant as directed. They have stated that they deducted various charges as per the terms and conditions of the policy and in the instant case the entry age of the complainant being 59 years at inception of policy, the proportionate risk premiums were high because mortality increases with age. The insurers have further stated that a TDS of Rs 971.70 was deducted from the final policy account value of Rs 5,19,434.01 and the balance amount of Rs 5,18,462.31 was paid to the complainant as per clause 4.4.1 of the policy terms and conditions. They further informed this forum that the Variable Insurance Plan under which the subject policy was sold has been withdrawn by them with effect from 01/02/2020.

It emerges from the facts of the above case that in similar products a very large part of the premium is adjusted / allocated towards expenses and when the entry age of the policy holder is high the deduction tends to be abnormal. Although insurers are informing details of such charges to the potential buyers it is pertinent to ensure a vivid, prominent disclosure on this account quantifying annual lump sum outgo under this head, especially in case of senior citizen.

In view of the facts and circumstances of the case, submissions made online and documents on record, it is evident that the maturity amount, which has been has been computed by the insurer is in line with the policy terms, conditions, legally constituted insurance contract, regulator approved product construct. Thus the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-041-2223-2161

Taking into account the facts and circumstances of the case, submissions made online and documents on record, the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD NO:IO/CHD/A/LI/0012/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Kuldeep Kaur

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-041-2223-2143

AWARD NO:IO/CHD/A/LI/0011/2023-2024

1.	Name & Address Of The Complainant	Kuldeep Kaur SCF 10-11, New Grain Market, Ropar						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1M534159604	1500000	31-Mar-2018	31-Mar-2023	31-Mar-2018	150000	5 years/yearly	5 years
3.	Name of insured	Kuldeep Kaur						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	12-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Kuldeep Kaur						
	b)For the Insurer	Ms Shagun						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Kuldeep Kaur (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against SBI Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale of policy bearing number 1M534159604.

Contention of the complainant:

The complainant has stated that she was issued the subject policy from State Bank of Indi Ropar branch citing good return on premium paid along with some health benefits.

She has stated further that when she inquired about the value of her policy she was told that only Rs 606949/- had accumulated against an amount of Rs 7,50,000/- paid by her. She has stated further that she contacted the branch of the bank and was informed that the officer who sold the policy to her has retired.

She then approached the insurers to seek relief in the matter but her request was denied. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 04/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the pre issuance welcome (PIW) process which is a digital verification where in the complainant navigated through various screens depicting personal details, policy details, policy benefits etc and it was only after the complainant gave her consent to the same, the subject policy was issued.

They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions. The insurers have further stated that the complainant paid the premiums for five years which in itself denotes the acceptance of terms and conditions of the policy document.

They have further stated that the complainant was paid the maturity value of Rs Rs 6,60,186/- on 03/04/2023 as per the policy terms and conditions.

The insurers have contended that the complainant was also provided the risk cover for the duration the subject policy was in force.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned above.

The complainant reiterated that the amount paid at maturity of the subject policy was much lower than the promised amount.

The insurers contended that the product was approved by the IRDAI and they could not make payment against the terms and conditions of the policy. They further stated that because of risk cover being granted to the complainant, all the expenses and charges like premium allocation charges, policy administration charges, mortality charges, fund management charges are deducted as per clause 11 of the policy terms and conditions. They further stated that all applicable service tax/GST as per the prevailing tax law are also deducted from the investment. The Insurer informed this forum that premium allocation charges of Rs. 61065/-, policy administration charges of Rs. 3244/-, Mortality Charges Rs. 101604/- and Policy Account Management and other Charges (FMC) of Rs 10318/- were deducted.

The insurers were asked to provide the details of all charges deducted along with a detailed calculation

of the maturity value to the complainant. The insurers have now confirmed that they have sent the details of charges deducted and calculation of maturity to the complainant as directed. They have stated that they deducted various charges as per the terms and conditions of the policy and in the instant case the entry age of the complainant being 55 years at inception of policy and the sum at risk being 15,00,000/-, the proportionate risk premiums were high because mortality increases with age and sum at risk. The insurers have further stated that a TDS of Rs 971.70 was deducted from the final policy account value of Rs 5,19,434.01 and the balance amount of Rs 5,18,462.31 was paid to the complainant as per clause 4.4.1 of the policy terms and conditions. They further informed this forum that the Variable Insurance Plan under which the subject policy was sold has been withdrawn by them with effect from 01/02/2020.

It emerges from the facts of the above case that in similar products a very large part of the premium is adjusted / allocated towards expenses and when the entry age of the policy holder is high the deduction tends to be abnormal. Although insurers are informing details of such charges to the potential buyers it is pertinent to ensure a vivid, prominent disclosure on this account quantifying annual lump sum outgo under this head, especially in case of senior citizen.

In view of the facts and circumstances of the case, submissions made online and documents on record, it is evident that the maturity amount, which has been computed by the insurer is in line with the policy terms, conditions, legally constituted insurance contract, regulator approved product construct. Thus the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-041-2223-2143

Taking into account the facts and circumstances of the case, submissions made online and documents on record, the insurers have acted in accordance with the IRDAI Regulations and the terms and conditions of the subject policy and as such the matter warrants no further intervention from this end. Accordingly the complaint is closed.

**AWARD NO:IO/CHD/A/LI/0011/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Gurjinder Singh

VS

RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-014-2223-2141

AWARD NO:IO/CHD/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	Gurjinder Singh S/o Jaswant Singh, Vill Ahmedpur, Teh Patti, Distt Tarn Taran						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	010012085E	1350243	11-Mar-2021	11-Mar-2033	11-Mar-2021	98962	12 years/yearly	12 years
3.	Name of insured	Gurjinder Singh						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Gurjinder Singh						
	b)For the Insurer	Ms Shivani Sharma						
13.	Complaint how disposed							

Brief Facts of the Case:

Sh Gurjinder Singh (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 010012085E.

Contention of the complainant:

The complainant has stated that he was contacted by some agents who issued the subject policy on the allurements of providing interest free loan.

He has stated further that they later issued three more policies from other insurance companies on the life of his sister in law for which she has made a separate complaint. He has alleged that he followed up the matter with the tele callers but to no avail. He finally approached the insurers for cancellation of the subject policy but her request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 10/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the pre and post verification calls made on his mobile.

They have contended that the complainant has declared himself to be a Graduate, thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise. They have stated further that the policy was purchased consciously and with proper understanding of the product and plan. They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to whatever information was provided in the proposal form and was also in agreement with the policies terms and conditions.

The insurers have further stated that they had received a complaint dated 21/07/2022 after expiry of one and a half year from inception with respect to the subject policy alleging that the policy was mis-sold to him with false assurances, thereby demanding cancellation of policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy, the insurers were unable to consider the request of the complainant as there was non-selling involved and policy documents were duly sent and received by the policyholder.

Thus the request for cancellation was denied vide their communication dated 28/07/2022 as the same was submitted after expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that he was issued the subject policy on the allurements of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after one and a half year had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the

proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-014-2223-2141

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of one and a half year from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0002/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Yogendra Kumar Singh
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHD-L-008-2223-2169
AWARD NO:IO/CHD/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Yogendra Kumar Singh House no. 1421 A, MIG Flats, Sector 61						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	500-8811472	284100	10-Jul-2012	10-Jul-2049	10-Jul-2012	1486	37 years/mly	37 years
3.	Name of insured		Yogendra Kumar Singh					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		29-Mar-2023					
6.	Nature of Complaint		Misrepresentation of policy terms and conditions					
7.	Amount of Claim		181600.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		12-Apr-2023					
	Place of hearing		Chandigarh					
12.	Representation at the hearing							
	a)For the Complainant		Sh Yogendra Kumar Singh					
	b)For the Insurer		Mr. Mitesh Pabari					
13.	Complaint how disposed		Award under Rule 17					

Brief Facts of the Case:

Sh Yogendra Kumar Singh (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 500-8811472.

Contention of the complainant:

The complainant has stated that the subject policy was issued to him with a promise that he could enjoy a premium holiday after paying regular premiums for 10 years wherein he will be required to pay premium once in every five years after completing 10 years.

He has stated further that the policy completed 10 years on 10/07/2022 but to his surprise his premiums were deducted even after that. He has stated further that when he approached the insurers for seeking relief in the matter he was informed that the policy has no provision of premium holiday and his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 06/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 23/09/2022, after about one year from inception, with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 03/10/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that the subject policy was sold to him with an assurance that the premium under the policy was payable after every five years once the premiums are paid for ten years. He has placed on record a communication dated 05/07/2022 from the insurers where in they have stated that "This is in reference to your email dated July 05, 2022, we would like to inform you that as per our records your policy anniversary date is July 10, 2012 and after the completion of 10th policy year premium will deduct once in every 5 year from 11th policy year."

The insurers stated that as per the policy terms and conditions there is no such provision for a premium holiday. The insurers reiterated that the complainant has now submitted the complaint after ten years had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

The insurers were asked to clarify their statement in respect of the communication dated 05/07/2023. They have now submitted an addendum to their SCN stating that they had erroneously sent the email dated 05/07/2023 in this regard and as per the terms and conditions of the policy, the complainant is

required to pay premium amount regularly for 37 years and not once in every 5th year from 11th policy year.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing and additional documents on record, it is evident that the complainant had in fact received a communication from the insurer that the policy would be subject to holiday clause but this is also a fact that the policy does not have any such clause in place. The communication was erroneously sent to the complainant. As a result of which the complainant raised this issue which is a reflection on the system and processes of the insurers.

Even after receipt of the complaint the insurer has neither accepted the fact nor sent any kind of apology to the complainant for such a blunder which again is a reflection on handling of grievances by the insurer. In fact even during the online hearing no such effort was made by the representative of the insurer.

But since decision of this forum is based on policy terms and conditions and there being no such clause in the policy, there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2169

Taking into account the facts and circumstances of the case, submissions made and documents on record, it is evident that there is no such clause in the policy terms and conditions which could justify the contention of the complainant. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD NO:IO/CHD/A/LI/0010/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Prabhdeep Kaur

VS

RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-014-2223-2142

AWARD NO:IO/CHD/A/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Prabhdeep Kaur W/o Sukhjinder Singh, Vill Ahmedpur, Teh Patti, Tarn Taran,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	010014416E	1359698	23-Apr-2021	23-Apr-2033	23-Apr-2021	98962	12 years/yearly	12 years
3.	Name of insured	Prabhdeep Kaur						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Prabhjeet Kaur						
	b)For the Insurer	Ms Shivani Sharma						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Prabhdeep Kaur (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 010014416E.

Contention of the complainant:

The complainant has stated that she was contacted by some agents who issued the subject policy on the allurement of providing interest free loan.

She has stated further that she was later issued two more policies from other insurance companies on the allurement of providing more benefits. She has stated further that one more policy was issued in the name of her brother in law on the pretext of clearing some taxes for which he has filed a separate complaint. She has alleged that she followed up the matter with the tele callers but to no avail.

She finally approached the insurers for cancellation of the subject policy but her request was denied. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 10/04/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policies during the pre and post verification calls made on her mobile.

They have contended that the complainant has declared herself to be a Post Graduate and a teacher, thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise. They have stated further that the policy was purchased consciously and with proper understanding of the product and plan. They have also contended that the complainant retained the policy documents, did not invoke the free look option and did not revert within 15 days alleging any discrepancies. The complainant had agreed to what ever information was provided in the proposal form and was also in agreement with the policies terms and conditions.

The insurers have further stated that they had received a complaint dated 21/07/2022 after expiry of one and a half year from inception with respect to the subject policy alleging that the policy was mis-sold to her with false assurances, thereby demanding cancellation of policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy, the insurers were unable to consider the request of the complainant as there was nomis-selling involved and policy documents were duly sent and received by the policyholder.

Thus the request for cancellation was denied vide their communication dated 28/07/2022 as the same was submitted after expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present.

The complainant stated that she was issued the subject policy on the allurement of providing interest free loan.

The insurers reiterated that the complainant has now submitted the complaint after one and a half year had elapsed from the inception of policy. The insurers further contended that the complainant retained the policy documents, did not invoke the free look option and had not reverted within 15 days on the discrepancies in the policies. The complainant agreed to whatever information was provided in the proposal forms and thus it was implied that he was in agreement with the policy terms and conditions.

When asked about the inordinate delay, the complainant could not provide any satisfactory reply to the delay in filing the complaint or substantiate the allegations of mis selling or misrepresentation by the insurer or their representative.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurers, submissions made during online hearing, it is evident that there is no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

AWARD

COMPLAINT REF: NO: CHD-L-014-2223-2142

Taking into account the facts and circumstances of the case and the submissions made, the complainant has failed to justify a delay of one and a half year from the date of issuance or substantiate the allegations of mis selling or misrepresentation by the insurer of the subject policy. Thus there seems no merit in the complaint and it does not warrant any intervention from our end. Accordingly the complaint is hereby rejected.

**AWARD NO:IO/CHD/A/LI/0001/2023-2024
Date:19/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Pankaj Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2110

AWARD NO:IO/CHD/A/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Pankaj Kumar S/o Chamel Singh, Village- Kmalah, P.O.- Basaral, Tehsil- Naduan, Distt.- Hamirpur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1845093	560195	14-Sep-2020	14-Sep-2032	14-Sep-2020	48935	12 years/yearly	12 years
3.	Name of insured	Pankaj Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Pankaj Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Pankaj Kumar (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 502-1845093.

Contention of the complainant:

The complainant has stated that his father-in-law had three policies with Reliance Nippon Life Insurance Co and he received a call from someone by the name of Neha Aggarwal who asked him to deposit Rs 70000/- in the name of his son or son-in-law in order to get back the amounts associated with his policies.

The complainant has stated further that he thus deposited Rs 70000/- as asked for and was issued the subject policy. He has stated further that when the promised amount was not received his father-in-law followed up the matter with the tele callers but to no avail. He has stated further that he then approached the insurer for cancellation of the subject policies but no reply was received.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 18/02/2022, after more than one year from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 28/02/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that he was sold the subject policy on false promise of providing benefits to his father-in-law in respect of his previous policies.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold under the online code. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or the employee who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said employee in respect of allegations made by the complainant and also to provide the recordings of the online conversation during pre-solicitation of policy and up to

closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defence to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document.
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2110

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-1845093 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0015/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Vijay Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2119

AWARD NO:IO/CHD/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Vijay Kumar S/o Banwari Lal, Vill Sihma, Tehsil Narnaul, Distt Mahendragarh						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1986137	826226	23-Dec-2021	23-Dec-2036	23-Dec-2021	54795	15 years/yearly	10 years
	503-3782359	468121	27-Jan-2022	27-Jan-2034	27-Jan-2022	42000	12 years/yearly	10 years
3.	Name of insured	Vijay Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Vijay Kumar						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Vijay Kumar (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 503-3782359 and 502-1986137.

Contention of the complainant:

The complainant has alleged that he received a call from someone by the name of Vishal posing as a senior officer of Citi Bank and issued the subject policies on the allurements of providing interest free loan.

He has further stated that when he did not receive the promised loan he followed up the matter with the tele callers but they kept dilly dallying the matter. He has stated further that he then approached the insurer for cancellation of the subject policies but his request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 25/02/2023, after more than one year from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also contended that the complainant has declared himself to be a Graduate, thus the plea for the instant investments being made in ignorance of the terms deserves an outright rejection unless proven otherwise. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 01/03/2023 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that he was sold the subject policies on false promise of providing interest free loan.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s Sridhar Brokers. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold the subject policies in which allegation of mis selling was made. Thus it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of

any clarifications sought from the said broker in respect of allegations made by the complainant , number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

This was a case where after payment of one premium the policy is lapsed on allegation of mis selling so for a justified order it was inquired from the representative to provide details about insurer's policy in such like cases on procurement cost and whether the procurement cost incurred has been recovered from the broker or not .

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling leveled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policies and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document.
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2119

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 503-3782359 and 502-1986137 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/A/LI/0013/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Santosh Kumari

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2111

AWARD NO:IO/CHD/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Santosh Kumari W/o Pankaj Kumar, Village- Kamlah, P.O.- Basaral, Tehsil- Nadaun, Distt.- Hamirpur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4135815	297015	20-May-2020	20-May-2040	20-May-2023	50000	20 years / Yly	10 years
3.	Name of insured	Santosh Kumari						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Santosh Kumari						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Santosh Kumari (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 502-4135815.

Contention of the complainant:

The complainant has stated that her father had three policies with Reliance Nippon Life Insurance Co and he received a call from someone by the name of Neha Aggarwal who asked him to deposit Rs 50000/- in the name of his son or daughter in order to get back the amounts associated with his policies.

The complainant has stated further that her father thus deposited Rs 70000/- as asked for and the subject policy was issued in her name. She has stated further that when the promised amount was not received her father followed up the matter with the tele callers but to no avail. She has stated further that she then approached the insurer for cancellation of the subject policies but no reply was received.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on her mobile.

The insurers have further stated that they had received complaint on 18/02/2022, after more than one year from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 28/02/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that she was sold the subject policy on false promise of providing benefits to her father in respect of his previous policies.

On perusal of the SCN as well as the complaint it has been observed that the subject policy was sold by the tele callers of the broker in the subject case M/s Authentic Insurance Brokers. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold the subject policies in which allegation of mis selling was made. Thus it appears that the insurer or their representative have not provided any defense on the allegations made by the complainant.

To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the

complainant , number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis selling complaints to the Regulator, whether they have an internal process of reporting all such mis selling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

This was a case where after payment of one premium the policy is lapsed on allegation of mis selling so for a justified order it was inquired from the representative to provide details about insurer's policy in such like cases on procurement cost and whether the procurement cost incurred has been recovered from the broker or not . Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling leveled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defense to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policies and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document.
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2111

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 502-4135815 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document.**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/A/LI/0016/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Mohinder Pal Sood
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHD-L-008-2223-2112
AWARD NO:IO/CHD/A/LI/0017/2023-2024

1.	Name & Address Of The Complainant	Mohinder Pal Sood Swastik Sadan, Cliff-end Estate, Shimla						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3800110	2574337	31-Jan-2022	31-Jan-2033	31-Jan-2022	225000	12 years/yearly	12 years
	503-3716639	2033596	20-Jan-2022	20-Jan-2033	20-Jan-2022	200000	12 years/yearly	12 YEARS
3.	Name of insured	Mohinder Pal Sood						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Mohinder Pal Sood						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Sh Mohinder Pal Sood (hereinafter, the Complainant) has filed a complaint in respect of his 2 policies as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 503-3800110 and 503-3716639.

Contention of the complainant:

The complainant has stated that he was issued the subject policies when he asked for cancellation of his previous policies with the insurers. He has stated further that he was assured of the return of full premium after issuance of the subject policies.

The complainant has also stated that another policy was issued in the name of his wife for which she has filed a separate complaint. He has stated further that he had approached the insurer for cancellation of the subject policies but the request was denied.

Thus being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policies were issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on his mobile.

The insurers have further stated that they had received complaint on 25/08/2022, after more than one year from inception, with respect to subject policies alleging that the policies were mis-sold with false assurances, thereby demanding cancellation of policies and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policies they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 01/09/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that he was sold the subject policies when he asked for cancellation of his previous policies with the insurers.

On perusal of the SCN as well as the complaint it has been observed that the subject policies were sold by the tele callers broker in the subject case M/s EDOCD Solutions Pvt Ltd. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurer or their representative have not provided any defence on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have

reported the said misselling complaints to the Regulator, whether they have an internal process of reporting all such miselling instances to the Board Committee on Protection of Policy Holders interest. They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

This was a case where after payment of one premium the policy is lapsed on allegation of mis selling so for a justified order it was inquired from the representative to provide details about insurer's policy in such like cases on procurement cost and whether the procurement cost incurred has been recovered from the broker or not .

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defence to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policies and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document.
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2112

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policies bearing number 503-3800110 and 503-3716639 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0017/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Bandana Sood

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD-L-008-2223-2113

AWARD NO:IO/CHD/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Bandana Sood Swastik Sadan, Cliff-end-Estate, Shimla						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5554152	523571	10-May-2022	10-May-2034	10-May-2022	50000	10 years/yearly	10 years
3.	Name of insured	Bandana Sood						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	12-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Bandana Sood						
	b)For the Insurer	Mr. Mitesh Pabari						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Ms Bandana Sood (hereinafter, the Complainant) has filed a complaint in respect of her policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-sale of policy bearing no 503-5554152.

Contention of the complainant:

The complainant has stated that she was issued the subject policy when she asked for cancellation of her previous policies with the insurers.

She has stated further that she was assured of the return of full premium after issuance of the subject policy. She has also stated that her husband was also issued two policies from the insurers in a similar way for which he has filed a separate complaint. She has stated further that she had approached the insurer for cancellation of the subject policies but the request was denied.

Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN submitted on 31/03/2023 stated that the subject policy was issued on the basis of duly filled and signed application forms and the complainant did not raise any concern or issue in respect of terms and conditions of the policy during the verification call made on her mobile.

The insurers have further stated that they had received complaint on 25/08/2022, after more than one year from inception, with respect to subject policy alleging that the policy was mis-sold with false assurances, thereby demanding cancellation of policy and refund of premium paid. They have also stated that after evaluating the documents and records for the subject policy they were unable to consider the request of the complainant as there was no mis-selling involved and policy documents were duly sent and received by the complainant.

Thus his request for cancellation of the policies was denied vide their communication dated 01/09/2022 as the same was submitted after the expiry of free look period.

Observation and conclusions:

Case called. Both the parties were present and recalled their arguments as mentioned in paragraph 18 above.

The complainant reiterated that she was sold the subject policies when she asked for cancellation of her previous policy with the insurers.

On perusal of the SCN as well as the complaint it has been observed that the subject policies were sold by the tele callers broker in the subject case M/s EDOCD Solutions Pvt Ltd. But surprisingly in the SCN submitted by the insurer they have neither given the details of the point of sale or employee of the broker who has through distance marketing solicited and sold this policy. Even the compliance of the Distance Marketing Guidelines 2013 which is applicable in the said case have neither been commented upon by the insurer or their representative. No comments were even obtained by the insurer from the concerned POS or employee of the broker who has pitched and sold this policy in which allegation of mis selling was made. Thus it appears that the insurer or their representative have not provided any defence on the allegations made by the complainant. To give another opportunity to the insurers the representative of the insurer was asked to provide details of any clarifications sought from the said broker in respect of allegations made by the complainant, number of mis selling complaints received against this broker in the last 3 years, action taken by the insurer on such mis selling complaints, whether this complaint also falls under the above number, whether they have reported the said mis-selling complaints to the Regulator, whether they have an internal process of reporting all such mis-selling instances to the Board Committee on Protection of Policy Holders interest.

They were also asked whether the said broker is still associated with them or not and if the relationship with the broker has been severed due to mis selling complaints then to provide a confirmation to this effect. They were also asked to provide the recordings of the online conversation during pre-solicitation of policy and up to closing of the sale of the subject policy which the companies are liable to preserve as per the guidelines of the regulatory on Distance Marketing of Insurance Products issued on 05.04.2011 and are applicable from 01.10.2011.

This was a case where after payment of one premium the policy is lapsed on allegation of mis selling. So for a justified order it was inquired from the representative to provide details about insurer's policy in such like cases on procurement cost and whether the procurement cost incurred has been recovered from the broker or not .

Opportunity was given to the insurer so that with new additional information a decision can be taken on the allegation of mis selling levelled against the insurer /broker. In spite of regular follow up, the insurer chose not to provide any such critical information in the matter from which it is presumed that the insurer has no defence to offer even with regards to compliance of the cited Guidelines of the Regulator.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing there seems preponderance of probability of mis selling of the subject policy. Accordingly the insurers are directed to cancel the subject policy and refund the premium subject to the following:

1. Deductions of administrative cost of issuance of policy document
2. Deduction of risk premium till the date the subject policy was in force.
3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.
4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.

AWARD

COMPLAINT REF: NO: CHD-L-008-2223-2113

Taking into account the facts & circumstances of the case, submissions made and documents on record, the insurers are directed to cancel the policy bearing number 503-5554152 and refund the premium subject to the following:

- 1. Deductions of administrative cost of issuance of policy document .**
- 2. Deduction of risk premium till the date the subject policy was in force.**
- 3. To take an affidavit from the complainant that he has not claimed any Income Tax rebate/relief under the relevant Section during the relevant Financial Year.**
- 4. In case the complainant has claimed Income Tax relief for the premiums paid, insurer to retain the amount claimed as relief from the income tax department and on submission of revised return by the complainant the same may be released.**

The Insurer should implement the same within 30 days of receipt of order.

**AWARD NO:IO/CHD/A/LI/0003/2023-2024
Date:19/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - JYOTHI MUTHUSAMI
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-021-2324-0005
AWARD NO:IO/CHN/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	JYOTHI MUTHUSAMI 143/A DUNMERE FERNHILL OOATACAMUND
2.	Type Of Policy: Life Policy Details:	
	Policy Number	Sum Assured
	From Date	To Date
	DOC	Premium
	Policy Term	Paying Term
	90870142	2000000
	06-Feb-2021	06-Feb-2032
	06-Feb-2021	200000
	11 years/Annual	10 years
3.	Name of insured	JYOTHI MUTHUSAMI
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of receipt of the Complaint	16-Mar-2023
6.	Nature of Complaint	Short Payment of Surrender Settlement
7.	Amount of Claim	0.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	280000
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.
11.	Date of hearing Place of hearing	21-Apr-2023 Chennai
12.	Representation at the hearing	
	a)For the Complainant	Mrs. Jyothi Muthusami
	b)For the Insurer	Mrs. Nitu Singh
13.	Complaint how disposed	Award

Brief Facts of the Case:

During the year 2021, the Complainant took a policy under the plan Guaranteed Income for Tomorrow from the Insurer. Based on the assurance given by the representative of the Insurer, the Complainant approached the Insurer for opting out from the plan and requested for refund of premium.

As the amount refunded by the Insurer was less than the premium paid by her, the present complaint is filed.

Contention of the complainant:

The Complainant submitted that four senior staff of the Insurer visited her home and suggested this policy and assured that there was an exit option after the period of two years. Due to increasing price rise and decreasing interest from Fixed Deposits, she was unable to pay the premium after two years. Hence, she requested the Insurer for opting out and for refund of premium. The Insurer has refunded only the Surrender value of Rs.70000/- and withheld Rs.280000/-, which caused immense financial hardship to her.

Therefore, the Complainant approached the Forum for getting the refund of Rs.280000/-.

Contention of the Respondent:

The Insurer submitted their detailed Self Contained Note as mentioned below:

- The policy was issued on 06.02.2021 on the basis of the information provided in the application form with Annual premium of Rs.209001/- for the policy term of 11years and premium paying term of 10 years.
- The Policy document provided to the Complainant clearly states the basic policy details and the terms and conditions of the policy.
- The Guaranteed Cash Benefit of Rs.50000/- was duly credited to the Complainant's bank account.
- The Complainant had submitted the surrender request on 13.01.2023.
- The Company has duly processed the Surrender request and the Surrender value of Rs.70000/- was paid as per the terms and conditions of the policy.

In view of the above, the Insurer submitted that no further amount is payable to the Complainant.

Observation and conclusions:

This is a case of Short payment of Surrender Value.

1.The policy commenced on 06.02.2021 with **Premium Payment Option-** Limited Pay. **Plan Option -** Early Income **Guaranteed Early Income** – Rs.50000/- Yearly due 06.02.2022 was credited on 10.02.2022

2.The Complainant has paid premium only for the first 2 years for the premium paying term of 10 years. On completion of the duration of 2 years, she requested for surrender of the policy.

3.The Insurer has duly processed the Surrender request and settled the Surrender Value of Rs.70000/-.

4.The Complainant prayed for the balance amount of premium paid by her.

Policy Clause, Surrender states that,

"The Policy will acquire a Surrender Value on payment of at least 2 fullyears' premium for Limited Pay policies and immediately on payment of single premium for Single Pay policies. i. On policy surrender, we will pay the Surrender Value equal to the higher of the following: a. Guaranteed Surrender Value (GSV) b. Special Surrender Value (SSV) ..."

Guaranteed Surrender Value for Early Income plan option:

GSV will be calculated as follows: $GSV = (GSV \text{ factor for premiums for Limited Pay} \times \text{total premiums paid})$, less GEI paid, if any

Accordingly the Guaranteed Surrender Value is calculated as

GSV factor for premiums for Limited Pay (1)	30%
Total Premiums Paid (2)	Rs.400000
Total Gross Surrender Value (1) * (2) = (3)	Rs.120000
Less: GEI paid, if any (4)	Rs.50000
Total Surrender Value (3) - (4) = (5)	Rs.70000

Special Surrender Value for Early Income plan option:

SSV for policies surrendering before premium payment of four full policy years **will be GSV.**
Therefore, SSV = GSV = Rs.70000/-

Hence, the Surrender Value settled by the Insurer is in order.

AWARD

COMPLAINT REF: NO: CHN-L-021-2324-0005

Based on the circumstances and submission of both parties, this Forum is of the view that the Insurer settled the surrender value as per the policy terms and hence the complaint is not allowed.

If the decision of the Forum is not acceptable to the Complainant, she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

AWARD NO:IO/CHN/A/LI/0016/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - Anusha Chandrasekaran
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHN-L-008-2324-0015
AWARD NO:IO/CHN/R/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Anusha Chandrasekaran Casagrاند ELAN, Villa No.A001, Gandhinagar Society						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3748053	572823	21-Jan-2022	21-Jan-2034	21-Jan-2022	50000	12 years/Annual	12 years
3.	Name of insured	Anusha Chandrasekaran						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	30-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	21-Apr-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Anusha Chandrasekaran						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant Ms. **Anusha Chandrasekaran** had taken this policy under the **Bharti AXA Life Elite Advantage Plan** from the Insurer. Complaint is filed for cancellation of the policy and refund of premium alleging Mis-selling of the policy.

Contention of the complainant:

The Complainant submitted that her father had a life insurance policy with another Insurer. To get the maturity proceeds of that policy, the Complainant was forced to take a new policy with Bharti AXA Life Insurer. Based on the assurance given by the sales person that the new policy would be cancelled and the premium would be refunded along with the maturity benefits of her father's policy, to help her father, the Complainant has taken this policy. She was not aware of the policy details and the Email id also does not pertain to her.

As the policy was taken under compulsion and her father incurred huge financial loss, she requested the Forum to cancel the policy and to get refund of premium.

Contention of the Respondent:

The Insurer has communicated to the Forum vide their mail dated 13.04.2023 that as a Customer Service Gesture, they have decided to cancel the policy and to refund the premium to the Complainant.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policy and to refund the premium to the Complainant. The Complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-008-2324-0015

Based on the submissions by both parties, this Forum advises the Insurer to cancel the policy Number 503-3748053 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0007/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - N.Harikrishnan
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHN-L-008-2324-0018
AWARD NO:IO/CHN/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	N.Harikrishnan A87 A BLOCK 8TH FLOOR MTH ROAD ANKUR PALM SPRINGS NO4 PADI CHENNAI AMBATTUR MTH ROAD TIRUVALLUR						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3980201	862550	09-Mar-2022	09-Mar-2034	09-Mar-2022	80000	12 years/Annual	12 years
3.	Name of insured		N.Harikrishnan					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		05-Apr-2023					
6.	Nature of Complaint		Mis selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		80000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Mr.N.Harikrishnan					
	b)For the Insurer		Mr. Mangesh Mandal					
13.	Complaint how disposed							

COMPLAINT REF: NO: CHN-L-008-2324-0018

Brief Facts of the Case:

The Complainant Mr. N.Harikrishnan, had taken this Bharti AXA Elite Advantage Plan from the Insurer. Complaint is filed for cancellation of policy and refund of premium alleging Mis-selling of the policy. The insurer refused to cancel the policy. Hence the insured approached this forum

Contention of the complainant:

The Complainant submitted that his uncle had a life insurance policy with another Insurer. To get the maturity proceeds of that policy, the Complainant was forced to take new policies with Bharti AXA Life Insurer. Based on the assurance given by the sales person that the new policy would be cancelled and the premium would be refunded along with the maturity benefits of his uncle's policy, to help his uncle, the complainant has taken this policy. He was not aware of the policy details and verification process was done as per their instructions. Email id also does not pertain to him.

As the policy was taken under compulsion and his uncle incurred huge financial loss, he requested the Forum to cancel the policy and to get refund of premium.

Contention of the Respondent:

The Insurer has communicated to the Forum vide their mail dated 13.04.2023 that as a Customer Service Gesture, they have decided to cancel the policy and to refund the premium to the Complainant.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policy and to refund the premium to the Complainant. The complainant has consented for the same.

In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-008-2324-0018

Based on the circumstances and submission by both the parties, the Forum advises the Insurer to cancel the policy No 503-3980201 and to refund the premium as agreed upon.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0009/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - Abilasha Chandrasekaran
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-006-2324-0014
AWARD NO:IO/CHN/R/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Abilasha Chandrasekaran 59/19, Advocate Nagarajan Street,						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0486358136	237722	27-Nov-2021	27-Nov-2033	27-Nov-2021	104500	12 years/Annual	12 years
3.	Name of insured	Abilasha Chandrasekaran						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	31-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	204500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	21-Apr-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mrs.Abilash Chandrasekaran						
	b)For the Insurer	Mr.M.Aravinda						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant, Mrs. Abilasha Chandrasekaran, had taken this policy under the Bajaj Allianz Life Guaranteed Income Goal Plan. Complaint is filed for cancellation of the policy and for refund of premium alleging Mis-selling of the policy.

Contention of the complainant:

The Complainant submitted that her father had a life insurance policy with another Insurer. To get the maturity proceeds of that policy, the Complainant was forced to take a new policy with Bajaj Allianz Life Insurer. Based on the assurance given by the sales person that the new policy would be cancelled and the premium would be refunded along with the maturity benefits of her father's policy, to help her father, the Complainant has taken this policy. She was not aware of the policy details and the Email id also does not pertain to her.

As the policy was taken under compulsion and her father incurred huge financial loss, she requested the Forum to cancel the policy and to get refund of premium.

Contention of the Respondent:

The Insurer submitted that they have decided to cancel the policy and to refund the premium to the Complainant after deducting the applicable charges.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policy and refund the premium after deduction of charges, to the Complainant. The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-006-2324-0014

Based on the submissions by both parties, this Forum advises Insurer to cancel the policy Number 0486358136 and to refund the premium after deduction of applicable charges, as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance

AWARD NO:IO/CHN/R/LI/0006/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - Abilasha Chandrasekaran
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHN-L-008-2324-0016
AWARD NO:IO/CHN/R/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Abilasha Chandrasekaran 59/19 Advocate Nagarajan Street,						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3667915	142748	28-Dec-2021	28-Dec-2033	28-Dec-2021	99999	12 years/Annual	12 years
3.	Name of insured	C.Abilasha						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	30-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	21-Apr-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Abilasha Chandrasekaran						
	b)For the Insurer	Mr.Mangesh Mandal						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant, Mrs. Abilasha Chandrasekaran, had taken this policy under the **Bharti AXA Life Elite Advantage Plan** from the Insurer. Complaint is filed for cancellation of the policy and refund of premium alleging Mis-selling of the policy.

Contention of the complainant:

The Complainant submitted that her father had a life insurance policy with another Insurer. To get the maturity proceeds of that policy, the Complainant was forced to take a new policy with Bharti AXA Life Insurer. Based on the assurance given by the sales person that the new policy would be cancelled and the premium would be refunded along with the maturity benefits of her father's policy, to help her father, the complainant has taken this policy. She was not aware of the policy details and the Email id also does not pertain to her.

As the policy was taken under compulsion and her father incurred huge financial loss, she requested the Forum to cancel the policy and to get refund of premium.

Contention of the Respondent:

The Insurer has communicated to the Forum vide their mail dated 13.04.2023 that as a Customer Service Gesture, they have decided to cancel the policy and to refund the premium to the Complainant.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policy and to refund the premium to the Complainant. The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-008-2324-0016

Based on the submissions by both parties, this Forum advises Insurer to cancel the policy Number 503-3748053 and TO refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0008/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - Geetanjali Kapur
VS
RESPONDENT: Kotak Mahindra Life Insurance Company
COMPLAINT REF: NO: CHN-L-026-2324-0031
AWARD NO:IO/CHN/R/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Geetanjali Kapur C-4, 3rd Floor, Ceebros Mallika Building, 34, Pycrofts Garden Road, Nungambakkam						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	75113419	360024	22-Mar-2022	22-Mar-2037	22-Mar-2022	30000	15 years/Annual	10 years
3.	Name of insured		Geetanjali Kapur					
4.	Name of the insurer/broker		Kotak Mahindra Life Insurance Company					
5.	Date of receipt of the Complaint		06-Apr-2023					
6.	Nature of Complaint		Mis selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		390000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Mrs.Geetanjali Kapur					
	b)For the Insurer		Mrs. Nivedita Bhattacharya					
13.	Complaint how disposed		Recommendation					

Brief Facts of the Case:

During March 2022, the Complainant, Mrs. Geetanjali Kapur has taken this policy. Complaint is filed for cancellation of policy and for refund of premium alleging Mis-selling of the policy.

Contention of the complainant:

The Complainant submitted that she had an account with Kotak Mahindra Bank, Gurgaon. This policy was taken on the basis of the assurance given by the Relationship Manager of that Bank that the premium would be refunded within a period of one month. The policy was sold by tele marketing.

As the premium was not refunded on repeated follow up with the Insurer, at various levels, the Complainant approached the Forum to cancel the policy and to get refund of premium. Insurer rejected the request of the insured and hence she approached this forum

Contention of the Respondent:

The Insurer communicated to the Forum vide their mail dated 14.04.2023 that they have decided to cancel the policy with complete refund of premium to the Complainant without deduction of any charges.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policy and to refund the premium to the Complainant, without deduction of charges. The complainant has consented for the same. Hence the Insurer is advised to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-026-2324-0031

Based on the submissions by both parties, this Forum advises Insurer to cancel the policy Number 75113419 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of this recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0010/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - B Boopathi
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-041-2324-0002
AWARD NO:IO/CHN/R/LI/0013/2023-2024

1.	Name & Address Of The Complainant	B Boopathi 412, South Street, Thirubuvanam, Thiruvudaimarudur Tk						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1H789918704	0	23-Jul-2020	23-Jul-2030	23-Jul-2020	99900	10 years/Annual	05 years
3.	Name of insured	B Boopathi						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99900						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	28-Apr-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mr. B.Boopathi						
	b)For the Insurer	Mrs.P.Leena Moorthi						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant alleged that the bankers had wrongly issued Life Insurance policy instead of investing in Fixed Deposits. Hence, he wanted to cancel the policy to get refund of premium. As the reply from the Insurer is not satisfactory to him, the present complaint is filed.

Contention of the complainant:

The Complainant submitted that he had approached the bankers for depositing Fixed Deposit for Rs.100000/- for 10 years. But the bankers had wrongly issued a Life Insurance policy under the yearly mode of payment for that amount.

The Complainant approached this Forum for cancellation of the policy and refund of premium alleging wrong issuance of Insurance policy instead of investment in Fixed Deposit.

Contention of the Respondent:

The Insurer stated that these policies were issued as per the details furnished in the proposal and after getting confirmation during the Pre Issuance digital Verification process.

The Complainant had not opted for the Free Look Cancellation option. The Complainant had approached the Insurer only in September 2022 for cancellation of policy and refund of premium that is after 2 years after the issuance of the policy.

The policy was issued under the plan SBI Life Retire Smart with Lock in period of 5 years. The Complainant has paid only Initial premium under the policy. The Company has duly sent the Renewal premium notice dated 08.06.2021, Notice of Discontinuance dated 16.12.2021 and Letter of Discontinuance dated 23.08.2021.

The Complainant can revive the policies within 3 years or the Discontinued Fund can be utilised as per the terms and conditions of the policy.

There is no provision for cancellation of policy and refund of premium. Hence, the Insurer requested the Forum to dismiss the Complaint.

Observation and conclusions:

During the mediation process, which was held on 21st and 28th April, 2023, the Insurer agreed to cancel the policy and to refund the premium to the Complainant. The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-041-2324-0002

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, this Forum advises the Insurer to cancel the policy Number 1H789918704 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0013/2023-2024

Date:29/Apr/2023

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - B Sasikala
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-041-2324-0003
AWARD NO:IO/CHN/R/LI/0012/2023-2024

1.	Name & Address Of The Complainant	B Sasikala 412, South Street, Thirubuvanam,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1H763625010/1H681447102	0	30-Jul-2020	30-Jul-2030	30-Jul-2020	200000	10 years/Annual	05 years
3.	Name of insured	B Sasikala						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mrs.B.Sasikala						
	b)For the Insurer	Mrs.P.Leena Moorthi						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant alleged that the bankers had wrongly issued Life Insurance policies instead of investing in Fixed Deposits. Hence she wanted to cancel the policy to get refund of premium. As the reply from the Insurer is not satisfactory to her, the present complaint is filed.

Contention of the complainant:

The Complainant submitted that she had approached the bankers for depositing two Fixed Deposits for Rs.200000/- and for Rs.150000/- for 10 years. But the bankers had wrongly issued two Life Insurance policies under the yearly mode of payment for that amount.

The Complainant approached this Forum for cancellation of the policies and refund of premium alleging wrong issuance of Insurance policies instead of investment in Fixed Deposits.

Contention of the Respondent:

The Insurer stated that these policies were issued as per the details furnished in the proposal and after getting confirmation during the Pre Issuance digital Verification process.

The Complainant had not opted for the Free Look Cancellation option. The Complainant had approached the Insurer only in September 2022 for cancellation of policies and refund of premium that is after 2 years after the issuance of the policies.

The policies were issued under the plan SBI Life Retired Smart with Lock in period of 5 years. The Complainant has paid only Initial premium under both the policies. The Company has duly sent the Renewal premium Intimation dated 31.03.2021 and 16.06.2021 and Letter of Discontinuance dated 14.06.2021 and 31.08.2021. The Complainant can revive the policies within 3 years or the Discontinued Fund can be utilised as per the terms and conditions of the policy. There is no provision for cancellation of policy and refund of premium. Hence, the Insurer requested the Forum to dismiss the Complaint.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policies and to refund the premium to the Complainant.

The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policies and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-041-2324-0003

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, this Forum advises the Insurer to cancel the policy Numbers 1H763625010 AND 1H681447102 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0012/2023-2024

Date:29/Apr/2023

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - B Boopathi
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-041-2324-0002
AWARD NO:IO/CHN/R/LI/0013/2023-2024

1.	Name & Address Of The Complainant	B Boopathi 412, South Street, Thirubuvanam, Thiruvudaimarudur Tk						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1H789918704	0	23-Jul-2020	23-Jul-2030	23-Jul-2020	99900	10 years/Annual	05 years
3.	Name of insured	B Boopathi						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99900						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	28-Apr-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mr. B.Boopathi						
	b)For the Insurer	Mrs.P.Leena Moorthi						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The Complainant alleged that the bankers had wrongly issued Life Insurance policy instead of investing in Fixed Deposits. Hence, he wanted to cancel the policy to get refund of premium. As the reply from the Insurer is not satisfactory to him, the present complaint is filed.

Contention of the complainant:

The Complainant submitted that he had approached the bankers for depositing Fixed Deposit for Rs.100000/- for 10 years. But the bankers had wrongly issued a Life Insurance policy under the yearly mode of payment for that amount.

The Complainant approached this Forum for cancellation of the policy and refund of premium alleging wrong issuance of Insurance policy instead of investment in Fixed Deposit.

Contention of the Respondent:

The Insurer stated that these policies were issued as per the details furnished in the proposal and after getting confirmation during the Pre Issuance digital Verification process.

The Complainant had not opted for the Free Look Cancellation option. The Complainant had approached the Insurer only in September 2022 for cancellation of policy and refund of premium that is after 2 years after the issuance of the policy.

The policy was issued under the plan SBI Life Retire Smart with Lock in period of 5 years. The Complainant has paid only Initial premium under the policy. The Company has duly sent the Renewal premium notice dated 08.06.2021, Notice of Discontinuance dated 16.12.2021 and Letter of Discontinuance dated 23.08.2021.

The Complainant can revive the policies within 3 years or the Discontinued Fund can be utilised as per the terms and conditions of the policy.

There is no provision for cancellation of policy and refund of premium. Hence, the Insurer requested the Forum to dismiss the Complaint.

Observation and conclusions:

During the mediation process, which was held on 21st and 28th April, 2023, the Insurer agreed to cancel the policy and to refund the premium to the Complainant. The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policy and to refund the premium as agreed

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-041-2324-0002

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, this Forum advises the Insurer to cancel the policy Number 1H789918704 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0013/2023-2024

Date:29/Apr/2023

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - B Sasikala
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-041-2324-0003
AWARD NO:IO/CHN/R/LI/0012/2023-2024

1.	Name & Address Of The Complainant	B Sasikala 412, South Street, Thirubuvanam,
2.	Type Of Policy: Life Policy Details:	
	Policy Number	Sum Assured
	From Date	To Date
	DOC	Premium
	Policy Term	Paying Term
	1H763625010/1H681447102	0
	30-Jul-2020	30-Jul-2030
	30-Jul-2020	200000
	10 years/Annual	05 years
3.	Name of insured	B Sasikala
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.
5.	Date of receipt of the Complaint	21-Mar-2023
6.	Nature of Complaint	Mis selling
7.	Amount of Claim	0.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	0
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
11.	Date of hearing Place of hearing	28-Apr-2023 Chennai
12.	Representation at the hearing	
	a)For the Complainant	Mrs.B.Sasikala
	b)For the Insurer	Mrs.P.Leena Moorthi
13.	Complaint how disposed	Recommendation

Brief Facts of the Case:

The Complainant alleged that the bankers had wrongly issued Life Insurance policies instead of investing in Fixed Deposits. Hence she wanted to cancel the policy to get refund of premium. As the reply from the Insurer is not satisfactory to her, the present complaint is filed.

Contention of the complainant:

The Complainant submitted that she had approached the bankers for depositing two Fixed Deposits for Rs.200000/- and for Rs.150000/- for 10 years. But the bankers had wrongly issued two Life Insurance policies under the yearly mode of payment for that amount.

The Complainant approached this Forum for cancellation of the policies and refund of premium alleging wrong issuance of Insurance policies instead of investment in Fixed Deposits.

Contention of the Respondent:

The Insurer stated that these policies were issued as per the details furnished in the proposal and after getting confirmation during the Pre Issuance digital Verification process.

The Complainant had not opted for the Free Look Cancellation option. The Complainant had approached the Insurer only in September 2022 for cancellation of policies and refund of premium that is after 2 years after the issuance of the policies.

The policies were issued under the plan SBI Life Retired Smart with Lock in period of 5 years. The Complainant has paid only Initial premium under both the policies. The Company has duly sent the Renewal premium Intimation dated 31.03.2021 and 16.06.2021 and Letter of Discontinuance dated 14.06.2021 and 31.08.2021. The Complainant can revive the policies within 3 years or the Discontinued Fund can be utilised as per the terms and conditions of the policy. There is no provision for cancellation of policy and refund of premium. Hence, the Insurer requested the Forum to dismiss the Complaint.

Observation and conclusions:

During the mediation process, the Insurer has offered to cancel the policies and to refund the premium to the Complainant.

The complainant has consented for the same. In view of this, this Forum advises the Insurer to cancel the policies and to refund the premium as agreed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-041-2324-0003

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, this Forum advises the Insurer to cancel the policy Numbers 1H763625010 AND 1H681447102 and to refund the premium as agreed, within fifteen days of receipt of this award.

The Insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

AWARD NO:IO/CHN/R/LI/0012/2023-2024

Date:29/Apr/2023

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - T.Shanmuga Sundaravel
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-036-2324-0011
AWARD NO:IO/CHN/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	T.Shanmuga Sundaravel No.443, Haji Mohammad Ibrahim Street, Opp. Muslim College New Town						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53098885	5470336	29-Dec-2017	29-Dec-2029	29-Dec-2017	500000	12 years Yearly	10 years
3.	Name of insured		T.Shanmuga Sundaravel					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		24-Mar-2023					
6.	Nature of Complaint		Policy Servicing					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		1500000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Mr.T.Shanmuga Sundaravel					
	b)For the Insurer		Mr.Josyula Suchakar					
13.	Complaint how disposed		By Award					

Brief Facts of the Case:

Mr.V.P.Arumugam during his life time had taken a life insurance policy from Reliance Nippon Life Insurance Company in the name of his minor grandson Mr.T.Shanga Sundaravel hereinafter the Complainant. Mr.V.P.Arumugam has been named as the Policyholder. Mr.T.Shanmuga Sundaravel as the Life Assured.

The policyholder died on 30-08-2020. During the life time of the Policyholder, he paid premium of Rs.5,00,000/- each for 3 years. The Complainant on reaching majority i.e. on 14-10-2022 had approached the Insurer for refund of premium which was denied by the Insurer.

Contention of the complainant:

The Complainant submitted that his grandfather had taken the policy on the life of the complainant with date of commencement 29-12-2017. The Complainant was minor at the time of issuance of the policy. The Complainant's grandfather being the policyholder expired on 30-08-2020 due to covid. During the life time of the policyholder, he had paid 3 annual premium at the rate of Rs.5,00,000/- each.

On the death of the policyholder, the complainant's father being the nominee approached the Insurer for settlement of full death benefits. However, no amount was settled by the Insurer. Now the Complainant attained majority with effect from 14-10-2022 approached the Insurer for refund of premium of Rs.15 lakhs which was denied by the Insurer. Hence, the Complainant approached this Forum for refund of Rs.15,00,000/- with interest.

Contention of the Respondent:

The Insurer submitted that on receipt of duly filled and signed proposal form and other documents, the policy was issued on the life of Mr.T.Shanmuga Sundaravel, the Grand son of Proposer Mr.V.P.Arumugam on 29-12-2017.

After issuance of the Policy, the Insurer received first written complaint from the Life Assured on 11-06-2022. The Insurer duly replied vide their letter dated 25th July, 2022.

The Insurer submitted that the Proposer has paid three yearly premium and moreover, there was no request of cancellation of policy during the Free-Look period and as such the mis-sale allegation of the Complainant is not correct.

Further, there was no mis-sale allegation against the Terms and Conditions of the Policy. All other allegations are only afterthought to retrieve the premium paid in the policy and are denied.

The Complainant has not submitted any evidence against the agent and it is based on alleged oral promises made by the agent and as such the Complaint is not entertainable and liable to be dismissed.

The Insurer has covered the risk associated the Complainant's life for the years for which premium was paid and if any mishappening would have happened with the Life Assured, the Insurer would have honored the Contract by paying the applicable Sum Assured on death or death benefit to the nominee in performance of the said contracts of insurance.

The Insurer has informed that the Surrender is admissible as three years premium was paid out of the total premium paying term of 10 years. The Present Surrender Value as stated by the Insurer is Rs.7,70,000.

Further, as per the Policy Clause 4.3.3 (ii) – Paid-up Value, the Complainant is eligible for settlement of Paid-up Value as stated in the Clause i.e., Guaranteed Maturity Value of Rs.54.50,000 * Paid-up Factor, though no further premium has been paid by the Complainant. (The Paid-up Factor = Number. of years premium paid / Number of years premium payable)

In view of the above, the Insurer prayed for dismissal of the complaint.

Observation and conclusions:

During the Hearing the Complainant stated that He attained majority only on 14-10-2022 and he is a student as such no income to continue to pay premium at Rs.5,00,000 yearly for further period of seven years. Further the father of the Life Assured Mr.Thanigaivel who assisted the Complainant has stated that he is also not having enough income to contribute. Hence, the Complainant prayed for refund of entire premium of Rs.15 Lakhs which will be useful for his higher studies.

The Insurer highlighted the special features of the Policy Plan and highlighted the Sum Assured of Rs.54,50,000/- and based on the premium received they have covered the risk for the relevant period. The Insurer further stated that as per Auto vesting Clause, the Complainant has become the owner of the Policy and he can surrender the policy for urgent need. The complainant can continue the policy by reviving the policy. The Insurer submitted that the Complainant did not produce any document to prove the contention of mis-selling and prayed for dismissal of the Complaint.

This Forum Heard both sides and examined the documents submitted by both the parties and observed as follows:

1. The Policy was issued on the life of the Complainant where in the Complainant's Grandfather was Policyholder. The Annual Income of the Policyholder stated in the Proposal was 12 Lakhs and the Occupation was Own Business - ITC Dealer. The Policyholder was a Graduate and has duly signed the Proposal forms and other documents in English. As such the contention of the Complainant about mis-sale of the Policy is not tenable.
2. In view of the Clause 6.6 of the Policy - Auto Vesting Clause the Complainant has become the owner of the Policy and he can deal with the policy by himself

Hence, this Forum is of the view that no intervention is required. Hence the Complaint is not admitted.

AWARD

COMPLAINT REF: NO: CHN-L-036-2324-0011

Considering the facts and circumstances of the case and the submissions made by both parties, the Forum finds no merit in the allegations of the Complainant on mis-selling under subject policy numbered 53098885.

The complaint is, therefore not allowed.

If the decision of the Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per laws of the land against the respondent insurer.

AWARD NO:IO/CHN/A/LI/0002/2023-2024
Date:26/Apr/2023

INSURANCE OMBUDSMAN
Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - S.Vinodh
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHN-L-008-2324-0012
AWARD NO:IO/CHN/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	S.Vinodh Old #137,New#203, Arunachalam Nagar. Pasupathipalayam						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-6139193	1094998	20-Oct-2022	20-Oct-2034	20-Oct-2022	99999	12 years/Annual	12 years
3.	Name of insured		S.Vinodh					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		30-Mar-2023					
6.	Nature of Complaint		Mis selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		99999					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Mr.S.Vinodh					
	b)For the Insurer		Mr.Mangesh Mandal					
13.	Complaint how disposed		RECOMMENDATION					

COMPLAINT REF: NO: CHN-L-008-2324-0012

Brief Facts of the Case:

During October 2022, Mr.S.Vinodh, the **Complainant** had taken the policy **Bharti AXA Life Elite Advantage Plan** from the Insurer. Complaint is filed for cancellation of policy and refund of premium alleging Mis-selling of the policy.

Contention of the complainant:

The Complainant submitted that he had received a phone call from the Sales representative stating that he had a lapsed policy and if he pay annual premium Rs.99,000/-, he would get Rs.2,38,000/- along with bonus Rs.20,000/- in February 2023. He was advised to purchase anew Life Insurance policy from the Insurer with 4% returns. Accordingly, the Complainant had taken this policy.

The terms and conditions of the policy were accepted over phone as per the instructions of the Sales person. On realising these facts, the Complainant approached the Insurer for cancellation of the policy, which was denied by the Insurer. Hence, the Complainant requested the Forum to cancel the policy and to get refund of premium.

Contention of the Respondent:

The Insurer has communicated to the Forum vide their mail dated 13.04.2023 that as a Customer Service Gesture, they have decided to cancel the policy and to refund the premium to the Complainant.

Observation and conclusions:

During the mediation process, insurer decided to cancel the policy and refund the premium amount to the complainant. The complainant consented for the same. In view of the above, the Insurer is advised to refund the amount as agreed to the Complainant.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHN-L-008-2324-0012

Recommendation

Taking into account the facts and circumstances of the case and submissions made by the both parties, the Forum advises the Insurer to cancel the Policy no.503-6139193 and to refund the premium within 15 days from the date of receipt of this order.
Therefore the Complaint is disposed of.

The attention of the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:

According to Rule 16(3) of the Insurance Ombudsman Rules, 2017, the Insurer shall comply with the recommendations within fifteen days of the receipt of this recommendation and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/CHN/R/LI/0001/2023-2024
Date:26/Apr/2023

INSURANCE OMBUDSMAN
Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Kumar
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0092
AWARD NO:IO/DEL/R/LI/0075/2023-2024

1.	Name & Address Of The Complainant	Amit Kumar L-743/9, Sangam Vihar, Satya Naryana Mandir, Sangam Vihar, South Delhi-110062						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53870161	1450399	15-Feb-2021	15-Feb-2036	15-Feb-2021	0		
3.	Name of insured	Amit Kumar						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	165400						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Amit Kumar						
	b)For the Insurer	Animesh mishra Deputy Manager(Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed							

COMPLAINT REF: NO: DEL-L-036-2324-0092

Brief Facts of the Case:

Amit Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53870161.

Contention of the complainant:

The complainant complained that he had a policy in Max Life Insurance. One day, an agent told him that he will not get all the benefit in this policy. A lady agent named Renu advised him to port the above policy in Bharti Axa Life. She provided him a code no. IBN9806 for depositing the premium. She also introduced him a person Rajeev Jain as a Bima Lokpal Officer, he told him that there is some Dividend in his policy if he wanted to get this Dividend then he should purchase a new policy of premium Rs. 165400/-. After that he realized that he was duped. Then, he approached the Insurers in Jan 2023 but the Insurers rejected his request on 08.03.2023. Now, he has approached this form for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subject policy bearing number 53870161 was issued on 15.02.2021 after getting duly signed, filled proposal form through physical login and dispatched through blue dart on 17.02.2021 vide POD NO. 40346306965 registered post. The Complainant first approached them on 01/2023, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the complainant complained that he had a policy in Max Life Insurance. One day, an agent told him that he will not get all the benefit in this policy. A lady agent named Renu advised him to port the above policy in Bharti Axa Life. She provided him a code no. IBN9806 for depositing the premium. She also introduced to him a person Rajeev Jain as a Bima Lokpal Officer. He told him that there is some Dividend in his policy if he wanted to get this Dividend then he should purchase a new policy of premium Rs. 165400/-. After that he realized that he was duped. Then, he approached the Insurers in Jan 2023. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 15 years after deduction of Mortality charges, GST and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0092

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules,2017. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy INR Rs. 75000/- with a lock-in period 5 year and 15 years term after deduction of Mortality charges, GST and Administration charges. Balance amount, if any to be paid by the complainant. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0075/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Kumar
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0092
AWARD NO:IO/DEL/R/LI/0075/2023-2024

1.	Name & Address Of The Complainant	Amit Kumar L-743/9, Sangam Vihar, Satya Naryana Mandir, Sangam Vihar, South Delhi-110062						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53870161	1450399	15-Feb-2021	15-Feb-2036	15-Feb-2021	0		
3.	Name of insured	Amit Kumar						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	165400						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Amit Kumar						
	b)For the Insurer	Animesh mishra Deputy Manager(Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed							

COMPLAINT REF: NO: DEL-L-036-2324-0092

Brief Facts of the Case:

Amit Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53870161.

Contention of the complainant:

The complainant complained that he had a policy in Max Life Insurance. One day, an agent told him that he will not get all the benefit in this policy. A lady agent named Renu advised him to port the above policy in Bharti Axa Life. She provided him a code no. IBN9806 for depositing the premium. She also introduced him a person Rajeev Jain as a Bima Lokpal Officer, he told him that there is some Dividend in his policy if he wanted to get this Dividend then he should purchase a new policy of premium Rs. 165400/-. After that he realized that he was duped. Then, he approached the Insurers in Jan 2023 but the Insurers rejected his request on 08.03.2023. Now, he has approached this form for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subject policy bearing number 53870161 was issued on 15.02.2021 after getting duly signed, filled proposal form through physical login and dispatched through blue dart on 17.02.2021 vide POD NO. 40346306965 registered post. The Complainant first approached them on 01/2023, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the complainant complained that he had a policy in Max Life Insurance. One day, an agent told him that he will not get all the benefit in this policy. A lady agent named Renu advised him to port the above policy in Bharti Axa Life. She provided him a code no. IBN9806 for depositing the premium. She also introduced to him a person Rajeev Jain as a Bima Lokpal Officer. He told him that there is some Dividend in his policy if he wanted to get this Dividend then he should purchase a new policy of premium Rs. 165400/-. After that he realized that he was duped. Then, he approached the Insurers in Jan 2023. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 15 years after deduction of Mortality charges, GST and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0092

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules,2017. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy INR Rs. 75000/- with a lock-in period 5 year and 15 years term after deduction of Mortality charges, GST and Administration charges. Balance amount, if any to be paid by the complainant. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0075/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Abhishek Kumar Shukla
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0091
AWARD NO:IO/DEL/R/LI/0073/2023-2024

1.	Name & Address Of The Complainant	Abhishek Kumar Shukla Flat No.205, Sector-79, Godrei Area, Gurgaon Haryana-						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54010919	1166867	30-Oct-2021	30-Oct-2041	30-Oct-2021	0		
3.	Name of insured		Abhishek Kumar Shukla					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		120000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		28-Apr-2023					
	Place of hearing		Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Abhishek Kumar Shukla					
	b)For the Insurer		Animesh mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Abhishek Kumar Shukla (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 54010919.

Contention of the complainant:

The Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) the above broker selling the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three year. So, he purchased from this broker. When, he received the policy bond in November, he realized that term and condition was differ in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022 for cancellation of policy and refund of premium. But the Insurers rejected his request on 08.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subjectpolicy bearing number 54010919 was issued on 30.10.2021 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide POD NO. 44062324191 registered post on 08.11.2021. The Complainant first approached them on 02.08.2022, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) The above broker sold the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three years. So, he purchased from this broker. When, he received the policy bond in November, he realized that terms and conditions are different in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022. So, the Insurers offered to cancel the subject policy and refund the premium amount after deducting the Mortality charges, GST, Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0091

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under policy no. 54010919 after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0073/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Smt.Sunita Sharma
CASE OF COMPLAINANT - Ishwari Prasad
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0098
AWARD NO:IO/DEL/R/LI/0077/2023-2024

1.	Name & Address Of The Complainant	Ishwari Prasad A-7,UGF 201/1 Green Valley Apartment, Ward No.2, Mehrauli,South Delhi, Delhi-110030						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53538817	1000000	01-Aug-2019	01-Aug-2029	01-Aug-2019	0		
3.	Name of insured	Ishwari Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Sh. Ishwari Prasad						
	b)For the Insurer	Animesh mishra Deputy Manager(Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed	Under Rule No.16, of the Insurance Ombudsman Rules,2017						

COMPLAINT REF: NO: DEL-L-036-2324-0098

Brief Facts of the Case:

Ishwari Prasad (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd.(hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53538817.

Contention of the complainant:

The subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he will have to pay only one time and after 3 years, he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office, he came to know that this is a 10 years policy and he will have to pay for 10 years. On realization that they fooled him, when he became aware of mis-sale and approached the Insurer on 13.07.2022 for cancellation and refund of premium, the Insurer rejected his request on 15.07.2022 and 22.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subject policy bearing number 53538817 was issued on 01.08.2019 after getting duly signed, filled proposal form through physical login and dispatched through blue dart on 13.08.2019. The Complainant first approached them on 13.07.2022, after 2 years of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he will have to pay only one time and after 3 years he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office,he came to know that this is a 10 years policy and he will have to pay 10 years. On realization that they fooled him, when he became aware of mis-sale he approached the Insurers on 13.07.2022. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 15 years after deduction of Mortality charges,GST and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0098

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no.16, of Insurance Ombudsman Rules,2017. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy with a lock-in period 5 year and 15 years term after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0077/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Pankaj Kumar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0041
AWARD NO:IO/DEL/A/LI/0071/2023-2024

1.	Name & Address Of The Complainant	Pankaj Kumar Suncity Avenue, Sector 102, Gurgaon, Near Dwarka Expressway, Tower No.E-605, Gurgaon						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-3907560	0				0		
3.	Name of insured	Pankaj Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	53000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Pankaj Kkumar						
	b)For the Insurer	Mr. Harpal Singh						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Pankaj Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-4026428 and 502-3907560

Contention of the complainant:

The subject policies were sold to him in the month of June, 2019, July 2019 and December 2019 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 16.02.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 21.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 20.07.2019, 02.08.2019 and 12.12.2019 and delivered on 27.07.2019, 07.08.2019 and 17.12.2019 respectively tough Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 16.02.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 03.02.20 and 16.03.2020 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0041

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0071/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Sintu
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0036
AWARD NO:IO/DEL/A/LI/0072/2023-2024

1.	Name & Address Of The Complainant	Sintu H-186, JJ colony, Bakkar Wala, Delhi						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-3797293	0	30-Nov-2019	28-Nov-2039		0		
3.	Name of insured	Sintu						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	23000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	25-Apr-2023						
	Place of hearing	New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sintu						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Sintu (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-8093426, 502-1037808 and 502-3797243

Contention of the complainant:

The subject policy was sold to him in the month of October 2018, October 2019 and November 2019 on false assurance of Interest Free Loan. On realizing mis-sale, he first approached the Insurance Company on 11.03.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 18.03.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 27.10.2018, 05.11.2019 and 06.12.2019 and delivered on 02.11.2018, 08.11.2019 and 11.12.2019 respectively through Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 11.03.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 02.11.2018, 08.11.2019 and 11.12.2019. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0036

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0072/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mukesh Kumar Gupta
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0024
AWARD NO:IO/DEL/A/LI/0049/2023-2024

1.	Name & Address Of The Complainant	Mukesh Kumar Gupta D-4/226, Sultanpuri, C-Block, North-West																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">501-6763384</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	501-6763384	0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
501-6763384	0				0													
3.	Name of insured	Mukesh Kumar Gupta																
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	06-Apr-2023																
6.	Nature of Complaint	Mis-sale																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	60000																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi																
12.	Representation at the hearing																	
	a)For the Complainant	Mr Mukesh Kumar Gupta																
	b)For the Insurer	Mr. Harpal Singh																
13.	Complaint how disposed																	

Brief Facts of the Case:

Mr. Mukesh Gupta and Sarika Gupta (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-66763384, 501-7321950, 501-8171917 and 501-7475707

Contention of the complainant:

The subject policies were sold to them in Feb. 2018, April 2018, June 2018 and Nov. 2018 on false assurance of false of getting the benefit of his old Insurance Policies.. On realizing mis-sale, they first approached the Insurance Company on 09.11.2021 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 15.11.2021. They represented against this decision many times and lately on 13.02.2023 but the Insurers again declined it on 16.02.2023. Now, they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 03.03.2018, 10.05.2018, 16.11.2018 and 20.06.2018 and delivered on 08.03.2018, 15.05.2018 and 22.11.2018 respectively to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 09.11.2021. Hence, their request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 08.03.2018, 15.05.2018 and 22.11.2018 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0024

The complaint is rejected.

AWARD NO:IO/DEL/A/LI/0049/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mukesh Kumar Gupta
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0025
AWARD NO:IO/DEL/A/LI/0050/2023-2024

1.	Name & Address Of The Complainant	Mukesh Kumar Gupta D-4/226, Sultanpuri, C-Block, North-West																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">501-7321950</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	501-7321950	0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
501-7321950	0				0													
3.	Name of insured	Mukesh Kumar Gupta																
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	06-Apr-2023																
6.	Nature of Complaint	Mis-sale																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi																
12.	Representation at the hearing																	
	a)For the Complainant	Mr. Mukesh Gupta																
	b)For the Insurer	Mr. Harpal Singh																
13.	Complaint how disposed	Award under Rule 17/25.04.2023																

Brief Facts of the Case:

Mr. Mukesh Gupta and Sarika Gupta (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-66763384, 501-7321950, 501-8171917 and 501-7475707

Contention of the complainant:

The subject policies were sold to them in Feb. 2018, April 2018, June 2018 and Nov. 2018 on false assurance of false of getting the benefit of his old Insurance Policies.. On realizing mis-sale, they first approached the Insurance Company on 09.11.2021 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 15.11.2021. They represented against this decision many times and lately on 13.02.2023 but the Insurers again declined it on 16.02.2023. Now, they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 03.03.2018, 10.05.2018, 16.11.2018 and 20.06.2018 and delivered on 08.03.2018, 15.05.2018 and 22.11.2018 respectively to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 09.11.2021. Hence, their request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 08.03.2018, 15.05.2018 and 22.11.2018 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0025

The complaint is rejected.

AWARD NO:IO/DEL/A/LI/0050/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mukesh Kumar Gupta
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0027
AWARD NO:IO/DEL/A/LI/0051/2023-2024

1.	Name & Address Of The Complainant	Mukesh Kumar Gupta D-4/226, Sultanpuri, C-Block, North-West																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">501-7475707</td> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td style="text-align: center;">0</td> <td></td> <td></td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	501-7475707	0				0			
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
501-7475707	0				0													
3.	Name of insured	Mukesh Kumar Gupta																
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	06-Apr-2023																
6.	Nature of Complaint	Mis-sale																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	96867																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi																
12.	Representation at the hearing																	
	a)For the Complainant	Mr. Mukesh Kumar Gupta																
	b)For the Insurer	Mr. Harpal Singh																
13.	Complaint how disposed	Award under Rule 17/25.04.2023																

Brief Facts of the Case:

Mr. Mukesh Gupta and Sarika Gupta (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-66763384, 501-7321950, 501-8171917 and 501-7475707

Contention of the complainant:

The subject policies were sold to them in Feb. 2018, April 2018, June 2018 and Nov. 2018 on false assurance of false of getting the benefit of his old Insurance Policies.. On realizing mis-sale, they first approached the Insurance Company on 09.11.2021 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 15.11.2021. They represented against this decision many times and lately on 13.02.2023 but the Insurers again declined it on 16.02.2023. Now, they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 03.03.2018, 10.05.2018, 16.11.2018 and 20.06.2018 and delivered on 08.03.2018, 15.05.2018 and 22.11.2018 respectively to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 09.11.2021. Hence, their request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 08.03.2018, 15.05.2018 and 22.11.2018 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0027

The complaint is rejected.

AWARD NO:IO/DEL/A/LI/0051/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Sarika Gupta
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0028
AWARD NO:IO/DEL/A/LI/0052/2023-2024

1.	Name & Address Of The Complainant	Sarika Gupta D-4/226, Sultanpuri, C-Block, North-West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-8171917	0				0		
3.	Name of insured	Sarika Gupta						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	48921						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Sarika Gupta						
	b)For the Insurer	Mr. Harpal Singh						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Mukesh Gupta and Sarika Gupta (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-66763384, 501-7321950, 501-8171917 and 501-7475707

Contention of the complainant:

The subject policies were sold to them in Feb. 2018, April 2018, June 2018 and Nov. 2018 on false assurance of false of getting the benefit of his old Insurance Policies.. On realizing mis-sale, they first approached the Insurance Company on 09.11.2021 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 15.11.2021. They represented against this decision many times and lately on 13.02.2023 but the Insurers again declined it on 16.02.2023. Now, they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 03.03.2018, 10.05.2018, 16.11.2018 and 20.06.2018 and delivered on 08.03.2018, 15.05.2018 and 22.11.2018 respectively to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 09.11.2021. Hence, their request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 08.03.2018, 15.05.2018 and 22.11.2018 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0028

The complaint is rejected.

AWARD NO:IO/DEL/A/LI/0052/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ankit Anand
VS
RESPONDENT: Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-046-2324-0050
AWARD NO:IO/DEL/R/LI/0056/2023-2024

1.	Name & Address Of The Complainant	Ankit Anand C-266, Gali No.38, Ambedkar Palace, Baprola Vihar, Near Balgopal School, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	C213101592	0	20-Sep-2022	20-Sep-2037		0		
3.	Name of insured	Ankit Anand						
4.	Name of the insurer/broker	Tata AIA Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	41981						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr Ankit Anand						
	b)For the Insurer	Mr. Aviraj Singh						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Ankit Anand (hereinafter, the Complainant) has filed this complaint against the Tata AIA Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. C213101592

Contention of the complainant:

The subject policy was sold to him on 20.09.2022 and on false of Interest Free Loan. On realizing mis-sale, he first approached the Insurance Company on 13.02.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 16.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 22.04.2023 have stated that the said policy documents along with copies of the supporting documents were delivered on 23.09.2022 to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 13.02.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-046-2324-0050

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received under policy nos. C213101592 to issue a single premium policy with no free look cancellation. The recommendation shall be complied within 30 days

**AWARD NO:IO/DEL/R/LI/0056/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Rajinder Singh
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0069
AWARD NO:IO/DEL/R/LI/0055/2023-2024

1.	Name & Address Of The Complainant	Rajinder Singh 13/85, First Floor, Geeta Colony						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	22355375	945000			09-Nov-2017	0		
3.	Name of insured	Rajinder Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	service related issue						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	254000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Rajinder Singh						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 26.04.2023						

Brief Facts of the Case:

Shri. Rajinder Singh (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging service related issue under the subject policy bearing no. 22355375.

Contention of the complainant:

The complainant was sold the subject policy on 09.11.2017. The Complainant alleged that policy had been foreclosed and has been paid less amount against the total amount paid as premium to Insurance Company. He approached the Company on 28.11.2022 requesting for account statement which was shared to him on 29.11.2022. Since he was not satisfied with the reply he demanded full refund which was replied by the Insurance Company on 03.01.2023 explaining the calculation of charges deducted with the advise that if he is not satisfied with their reply he may approach to Hon'ble Ombudsman. Now, he has approached this forum for relief

Contention of the Respondent:

The Insurers, vide SCN dated 24.04.2023 have stated that the subject policy was issued on 09.11.2017 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document was dispatched on 11.11.2017 via Blue Dart courier and delivered to him on 17.11.2017. The Company also made a welcome call whereby the Complainant was duly informed the key features of the policy and the Complainant did not raise any concern regarding cancellation of policy. The Complainant paid two annual premiums i.e. in 2017 and 2018 amounting to Rs. 2,70,000/- and due to non payment of due premium since 11/2019, policy got foreclosed. Since the fund value came to less than 120% of one annualized premium and as such Company paid Rs. 108188.07 as foreclosure payout on 12.11.2022. As per policy terms and conditions there were three options:- 1. Option to revive within the revival period 2. Option of complete withdrawal from the policy without any risk cover 3. Convert the policy into a reduced paid up policy with basic sum assured reduced by the ratio of number of premiums paid to the number of premium payable but he did not send any communication and at the end of revival period the policy got foreclosed and an amount of Rs.108188.07 refunded to him as foreclosure amount. He approached the Company on 29.11.2022 demanding full refund which was replied on 03.01.2023 explaining the calculation of charges deducted while making the pay-out of foreclosure amount.

Observation and conclusions:

Case called. Parties are present and recall their arguments. Shri Dalip, son of Rajinder Singh was present in the hearing. During hearing Complainant have stated that his father has invested the amount under the subject policy and the Insurance Company deducted huge amount towards discontinued fund and also mortality charges while making the payment and he was not satisfied with the reply of the Company. The Insurers explained that the Complainant had taken the Met Smart Platinum policy in 2017 which was a unit linked policy. The Complainant paid two annual premiums i.e. in 2017 and 2018 amounting to Rs. 2,70,000/- and due to non payment of due premium since 11/2019, policy got foreclosed. Since the fund value came to less than 120% of one annualized premium and as such Company paid Rs. 108188.07 as foreclosure payout on 12.11.2022. As per policy terms and conditions there were three options:- 1. Option to revive within the revival period 2. Option of complete withdrawal from the policy without any risk cover 3. Convert the policy into a reduced paid up policy with basic sum assured reduced by the ratio of number of premiums paid to the number of premium payable but he did not send any communication and at the end of revival period the policy got foreclosed and an amount of Rs.108188.07 refunded to him as foreclosure amount.

During hearing the Insurers was directed to provide fund statement to the Complainant and also fix a meeting of the Complainant with official of the Company to make him understand the deductions made by the Company. Thus Complaint is settled by mediation between both the parties. The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0069

The Complaint is resolved in terms of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall provide fund statement to the Complainant and also fix a meeting of the Complainant with official of the Company to elaborate the deductions made by the Company.

AWARD NO:IO/DEL/R/LI/0055/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Krishan Kumar Goel
VS
RESPONDENT: Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-046-2324-0052
AWARD NO:IO/DEL/R/LI/0054/2023-2024

1.	Name & Address Of The Complainant	Krishan Kumar Goel H. No. 29, Plot No. 313/0B, Anand Nagar, Inderlok Metro Station						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	C281938506	0	28-Mar-2020			0		
3.	Name of insured	Krishan Kumar Goel						
4.	Name of the insurer/broker	Tata AIA Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Without giving valid reason discontinuation of Policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	129476						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Krishan Kumar Goel						
	b)For the Insurer	Mr. Aviraj Singh						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Krishan Kumar Goel (hereinafter, the Complainant) has filed this complaint against the Tata AIR Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. C281938506

Contention of the complainant:

The subject policy was sold to him in the month of March 2020 and the Company had declined his policy due to non-disclosure of previous insurance policy and wrong information about education qualification and Insurance Company have also not refunded the premium. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 22.04.2023 have stated that the said policy documents along with copies of the supporting documents were delivered on 29.09.2020 to the complainant. It is submitted that Section-45 of Insurance Act 1938 give rights to the Insurance company to re-evaluate, reverify or reinvestigate the details or information given in proposal from and also, to terminate/cancel the policy if any of the information found to be false, within 3 years from the issuance of policy. That is is submitted that basis on the rights given to the insurer after due consideration of the documents submitted by the complainant and also basis on the underwriting guidelines cancelled the policy of the complainant and the same was duly intimated to the complainant vide letter dated 7.1.2021. It is also submitted that the premium of the policy was not refunded as the complainant was insured under the issued policy for about 10 months . The respondent insurance company has given life coverage to the complainant for about 10 months as the policy was issued in March 2020 and it was cancelled in January 2021. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policy and refund the premium received. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-046-2324-0052

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, between the Complainant and the Insurers. Accordingly, the Insurers agreed to refund the premium and cancel the subject Policy No. C281938506. The recommendation shall be complied within 30 days

**AWARD NO:IO/DEL/R/LI/0054/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ashwani Seth
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0044
AWARD NO:IO/DEL/R/LI/0067/2023-2024

1.	Name & Address Of The Complainant	Ashwani Seth B-22, Sunder Apartment, Plot No.13, Sector-14, Rohini, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-3812489	0	10-Dec-2019	09-Dec-2031		0		
3.	Name of insured	Ashwani Seth						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	10500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ashwani Seth						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Ashwani Seth (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-3812489

Contention of the complainant:

The subject policies were sold to him in the month of June, 2019, July 2019 and December 2019 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 16.02.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 21.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 20.07.2019, 02.08.2019 and 12.12.2019 and delivered on 27.07.2019, 07.08.2019 and 17.12.2019 respectively tough Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 16.02.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds after deducting Stamp Duty, GST Charges and Mortality charges hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0044

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received after deducting Stamp Duty, GST Charges and Mortality charges under policy nos.501-9621597, 501-9759611 and 502-3812489 to issue a single premium policy with no free look cancellation. The recommendation shall be complied within 30 days

AWARD NO:IO/DEL/R/LI/0067/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ashwani Seth
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0043
AWARD NO:IO/DEL/R/LI/0048/2023-2024

1.	Name & Address Of The Complainant	Ashwani Seth B-22, Sunder Apartment, Plot No.13, Sector-14, Rohini, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-9621597	0	30-Jun-2019	28-Jun-2031		0		
3.	Name of insured	Ashwani Seth						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	52500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ashwani Seth						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Ashwani Seth (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no.501-9621597, 501-9759611 and 502-3812489

Contention of the complainant:

The subject policies were sold to him in the month of June, 2019, July 2019 and December 2019 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 16.02.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 21.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 20.07.2019, 02.08.2019 and 12.12.2019 and delivered on 27.07.2019, 07.08.2019 and 17.12.2019 respectively tough Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 16.02.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds after deducting Stamp Duty, GST Charges and Mortality charges hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0043

The complaint is settled by way of mediation as per Rule 16 of Insurance Ombudsman Rules, 2017, between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received after deducting Stamp Duty, GST Charges and Mortality charges under policy nos.501-9621597, 501-9759611 and 502-3812489 to issue a single premium policy with no free look cancellation. The recommendation shall be complied within 30 days

AWARD NO:IO/DEL/R/LI/0048/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ashwani Seth
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0042
AWARD NO:IO/DEL/R/LI/0066/2023-2024

1.	Name & Address Of The Complainant	Ashwani Seth B-22, Sunder Apartment, Plot No.13, Sector-14, Rohini, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-9759611	0	30-Jul-2019	28-Jul-2038		0		
3.	Name of insured	Ashwani Seth						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ashwani Seth						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Ashwani Seth (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no.501-9621597, 501-9759611 and 502-3812489

Contention of the complainant:

The subject policies were sold to him in the month of June, 2019, July 2019 and December 2019 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 16.02.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 21.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 20.07.2019, 02.08.2019 and 12.12.2019 and delivered on 27.07.2019, 07.08.2019 and 17.12.2019 respectively tough Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 16.02.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds after deducting Stamp Duty, GST Charges and Mortality charges hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0042

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received after deducting Stamp Duty, GST Charges and Mortality charges under policy nos.501-9621597, 501-9759611 and 502-3812489 to issue a single premium policy with no free look cancellation. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0066/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Neelanchal Vaid
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-019-2324-0087
AWARD NO:IO/DEL/R/LI/0047/2023-2024

1.	Name & Address Of The Complainant	Neelanchal Vaid 232,Block A1 Rohini Sector-4, Delhi-110085						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24637588	1451800	09-Feb-2022	09-Feb-2033	09-Feb-2022	0		
3.	Name of insured	Neelanchal Vaid						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	neelanchal vaid						
	b)For the Insurer	Kunal Aurora Senior Manager(Legal)HDFC Life Insurance co.Ltd.						
13.	Complaint how disposed							

Brief Facts of the Case:

Shri Neelanchal Vaid (hereinafter, the Complainant) has filed this complaint against the HDFC Life Insurance Co. Ltd. (here inafter, the Insurers) alleging mis-sale under the subject policy bearing number 24637588.

Contention of the complainant:

The Complainant applied for education loan to pursue MD at the university of Central Lancashire, UK, and the American University (Application no. A2110260130). Unfortunately, his loan application was rejected. An agent named Aman from HDB Finance contacted him and explained the entire process of loan. The complainant needed a loan of Rs. 1.5 crore. The agent told him that the HDB Finance is a subsidiary of HDFC and funds loan amounts mortgaging the Insurance policy documents of customers in the market. He has purchased 3 polices from the above agent. But, no loan was provided to him. After sometime, he realized that he was fooled by the agent. The complainant first time approached the Insurers on 26.09.2022 for cancellation of policy and refund of premium. But, the Insurers rejected his request on 05.10.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 11.04.2023 have stated that the subject policy bearing number 24637588 was issued on 11.02.2022, consequent upon receipt of duly signed proposal form, printed illustrations, declarations and other policydocuments delivered through EPDF to registered emailid vneelanchal@gmail.com. He first approached the Insurers on 26.09.2022, which is after delay of 7 months including the duration of free look period. Hence his request for cancellation of policies could not be accepted.

Observation and conclusions:

During hearing, the Complainant applied for education loan to pursue MD at the university of Central Lancashire, UK, and the American University (Application no. A2110260130). Unfortunately, his loan application was rejected. An agent named Aman from HDB Finance contacted to him and explained the entire process of loan. The complainant needed a loan of Rs. 1.5 crore. The agent told him that the HDB Finance is a subsidiary of HDFC and funds loan amounts mortgaging the Insurance policy documents of customers in the market. He purchased 3 polices from the above agent. But, no loan was provided to him. After sometime, he realized that he was fooled by the agent. The complainant first time approached the Insurers on 26.09.2022. So, the Insurers offered to cancel the subject policy and refund the premium amount. The Complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-019-2324-0087

The complaint is settled by the way of mediation as per Rule 16 of Insurance Ombudsman Rules, 2017, between the complainant and the Insurers, as per rule 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under the policy no.24637588. The above recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0047/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Simar Preet Kaur
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0045
AWARD NO:IO/DEL/R/LI/0046/2023-2024

1.	Name & Address Of The Complainant	Simar Preet Kaur 7/6, 3rd Floor, Ramesh Nagar, New Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-2705088	0	30-Sep-2021	08-Sep-2030		0		
3.	Name of insured		Simar Preet Kaur					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		65008					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a) For the Complainant		Ms. Simar Preet Kaur					
	b) For the Insurer		Mr. Mangesh Mandal					
13.	Complaint how disposed		Recommendation under Rule 16/25.04.2023					

Brief Facts of the Case:

Ms. Simar Preet Kaur (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 503-2705088

Contention of the complainant:

The subject policy was sold to her in the month of September 2021 on false assurance of Loan. On realizing mis-sale, he first approached the Insurance Company on 23.09.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 29.09.2022. He represented against this decision on 23.09.2022, but the Insurers again declined it on 28.10.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.02.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 09.10.2021 and delivered on 13.10.2021 to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 23.09.2022. Hence, her request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds hitherto to issue a single premium policy of Rs.1,00,000/- with no free look cancellation; lock-in period of 5 years subject to balance premium has to be paid by the Complainant. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0045

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received under policy nos. 503-2705088 to issue a single premium policy of Rs.1,00,000/- subject to balance premium has to be paid by the Complainant with no free look cancellation. The recommendation shall be complied within 30 days

AWARD NO:IO/DEL/R/LI/0046/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Rajesh Pal
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0067
AWARD NO:IO/DEL/R/LI/0045/2023-2024

1.	Name & Address Of The Complainant	Rajesh Pal H 22 Block-H Adhyapak Nagar Nangloi Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24330491	0				0		
3.	Name of insured	Rajesh Pal						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	62700.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	62700						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Rajesh Pal						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 26.04.2023						

Brief Facts of the Case:

Shri Rajesh Pal (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24330491.

Contention of the complainant:

The complainant was sold the subject policy on 30.04.2022. He alleged that at the time of issuance of policy he was told that he would have to pay premium for 5 years and term would be 12 years but after receiving the policy bond he came to know that the premium paying term is 12 years and policy term is 20 years . On realizing mis-sale, he approached the Insurance Company with his grievance on 24.02.2023 which was rejected by the Insurance Company . He again approached the Insurance Company but Insurance Company rejected it again . Now, he has approached this forum for relief

Contention of the Respondent:

The Insurers, vide SCN dated 24.04.2023 have stated that the subject policy was issued on 30.04.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 06.05.2022 via Blue Dart courier and delivered to the complainant on 09.05.2022. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. He purchased total 3 policies in the year 2022 and later alleged mis-selling on 22.08.2022 for policy nos. 24330491 and 24371620 after expiry of free look period and Company replied on 01.09.2022 stating that taking due cognizance , Company accepted the request for cancellation of policy number 24371620 and refunded the amount on 26.09.2022 and rejected the request for policy number 24371620.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

During hearing, the Insurers offered to cancel the subject Policy and refund the full premium amount received under this policy. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0067

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy No 24330491 and refund the premium amount , within 30 days

**AWARD NO:IO/DEL/R/LI/0045/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Suresh Kumar
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0068
AWARD NO:IO/DEL/R/LI/0044/2023-2024

1.	Name & Address Of The Complainant	Suresh Kumar A-239, Bhoomi Camp, Govindpuri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24631863	0				0		
3.	Name of insured	Suresh Kumar						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	52249						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Suresh Kumar						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 26.04.2023						

Brief Facts of the Case:

Shri Suresh Kumar (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24631863.

Contention of the complainant:

The complainant was sold the subject policy on 18.11.2022. He alleged that at the time of issuance of policy he was told that he would have to pay premium for 3 years but after receiving the policy bond he came to know that the premium paying term is 10 years. On realizing mis-sale, he approached the Insurance Company with his grievance on 17.01.2023 which was rejected by the Insurance Company on 20.01.2023. He again approached the Insurance Company but Insurance Company rejected it again. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 24.04.2023 have stated that the subject policy was issued on 18.11.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 22.11.2022 via Blue Dart courier and delivered to the complainant on 24.11.2022. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. He approached the Company to cancel the policy and refund the amount with allegation on 17.01.2023 which was rejected by the Insurance Company on 20.01.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offers to cancel the subject Policy no.24631863 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0068

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy no.24631863 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days

**AWARD NO:IO/DEL/R/LI/0044/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Thakur
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0054
AWARD NO:IO/DEL/R/LI/0068/2023-2024

1.	Name & Address Of The Complainant	Amit Thakur H.No.A-1/41, Ground Floor, Block A, Ryan Enclave, Near Ryan Int.School, Bhondsi, Gurugram-122102						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1086193	0				0		
3.	Name of insured	Amit Thakur						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	84000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Amit Thakur						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Amit Thakur (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd.(hereinafter, the Insurers) alleging mis-sale under the subject policies bearing nos. 502-1086193 and 501-9800845

Contention of the complainant:

The subject policy was sold to him in the month of August and Nov. 2019 on false assurance of Interest Free Loan.. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policies Nos. 502-1086193 and 501-9800845 and utilise the entire premium amount to issue a New Single Premium ULIP Policy.

Observation and conclusions:

The Insurers vide their mail dated 22.04.2023 is ready to settle the matter as a special case and cancel both the policy Nos. 502-1086193 and 501-9800845 and entire premium amount will be utilised to issue a New Single Premium ULIP Policy and the same was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0054

The Insurers are ready to cancel both the policy Nos. 502-1086193 and 501-9800845 and entire premium amount will be utilised to issue New Single Premium ULIP Policy. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0068/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mohit Puri
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0056
AWARD NO:IO/DEL/R/LI/0069/2023-2024

1.	Name & Address Of The Complainant	Mohit Puri A-67, Ordinance Apartment, Vikas Puri, Tilak Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4180878	0	09-Jun-2020	06-Jun-2040		0		
3.	Name of insured	Mohit Puri						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Mohit Puri						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Mohit Puri (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no.502-4180878

Contention of the complainant:

The subject policy was sold to him in the month of June 2020 on false assurance of Loan. On realizing mis-sale, he first approached the Insurance Company on 15.07.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 25.07.2022. He represented against this decision on 21.11.2022, but the Insurers again declined it on 27.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 14.03.2020 and 20.06.2020 and delivered on 18.03.2020 and 23.06.2020 respectively through Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 14.01.2022. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds hitherto to issue a single premium ULIP policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0056

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received under policy nos. 502-4045436 and 502-4180878 to issue a single premium ULIP policy with no free look cancellation and lock-in period of 5 years. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0069/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Sintu
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0035
AWARD NO:IO/DEL/A/LI/0065/2023-2024

1.	Name & Address Of The Complainant	Sintu H-186, JJ colony, Bakkar Wala, Delhi						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1037808	0	31-Oct-2019	28-Apr-2039		0		
3.	Name of insured	Sintu						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	34500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	25-Apr-2023						
	Place of hearing	New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sintu						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Sintu (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-8093426, 502-1037808 and 502-3797243

Contention of the complainant:

The subject policy was sold to him in the month of October 2018, October 2019 and November 2019 on false assurance of Interest Free Loan. On realizing mis-sale, he first approached the Insurance Company on 11.03.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 18.03.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 27.10.2018, 05.11.2019 and 06.12.2019 and delivered on 02.11.2018, 08.11.2019 and 11.12.2019 respectively tough Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 11.03.2023. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 02.11.2018, 08.11.2019 and 11.12.2019. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0035

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0065/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Vipin Khandelwal
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0071
AWARD NO:IO/DEL/A/LI/0058/2023-2024

1.	Name & Address Of The Complainant	Vipin Khandelwal CU-130, Pitampura						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24182201	11000000			15-Feb-2022	1100000		
3.	Name of insured	Vipin Khandelwal						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1149500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Vipin Khandelwal						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 26.04.2023						

Brief Facts of the Case:

Shri. Vipin Khandelwal (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24182201.

Contention of the complainant:

The complainant was sold the subject policy on 15.02.2022 under the pretext of recovery of funds of old policies which were in debt as told by the agent and advised to switch over the entire maturity value in a single premium policy. On realizing that he has been issued a regular premium policy-for premium paying term 10 years , he approached the Insurance Company with his grievance on 20.12.2023 which was rejected by the Insurance Company on 25.02.2023. He again represented to the Insurance Company vide mail dated 17.03.2023 which was rejected by the Insurance Company again on 21.03.2023. Now,he has approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 24.04.2023 have stated that the subject policy was issued on 15.02.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 22.11.2022 via Blue Dart courier and delivered to the complainant on 24.11.2022. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. He approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 01.02.2023 which was rejected by the Insurance Company on 15.02.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments .

During hearing, the Insurers offered to cancel the subject policy number 24182201 and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

AWARD

COMPLAINT REF: NO: DEL-L-033-2324-0071

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received under Policy No. 24182201 to issue a single premium policy with no free look cancellation and lock-in period of 5 years. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/A/LI/0058/2023-2024
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Sintu
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0034
AWARD NO:IO/DEL/A/LI/0057/2023-2024

1.	Name & Address Of The Complainant	Sintu H-186, JJ colony, Bakkar Wala, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-8093426	0	25-Oct-2018	25-Oct-2030		0		
3.	Name of insured	Sintu						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	35000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sintu						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Sintu (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 501-8093426, 502-1037808 and 502-3797243

Contention of the complainant:

The subject policy was sold to him in the month of October 2018, October 2019 and Nov. 2019 on false assurance of Interest Free Loan. On realizing mis-sale, he first approached the Insurance Company on 11.03.2023 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 18.03.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 27.10.2018, 05.11.2019 and 06.12.2019 and delivered on 02.11.2018, 08.11.2019 and 11.12.2019 respectively through Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 11.03.2023. Hence, his request for cancellation of policy could not be accepted

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 02.11.2018, 08.11.2019 and 11.12.2019. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0034

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0057/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Thakur
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0053
AWARD NO:IO/DEL/R/LI/0064/2023-2024

1.	Name & Address Of The Complainant	Amit Thakur H.No.A-1/41, Ground Floor, Block A, Ryan Enclave, Near Ryan Int.School, Bhondsi, Gurugram-122102						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-9800845	0				0		
3.	Name of insured	Amit Thakur						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Amit Thakur						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

COMPLAINT REF: NO: DEL-L-008-2324-0053

Brief Facts of the Case:

Mr. Amit Thakur (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd.(hereinafter, the Insurers) alleging mis-sale under the subject policies bearing nos. 502-1086193 and 501-9800845

Contention of the complainant:

The subject policy was sold to him in the month of August and Nov. 2019 on false assurance of Interest Free Loan.. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policies Nos. 502-1086193 and 501-9800845 and utilise the entire premium amount to issue a New Single Premium ULIP Policy.

Observation and conclusions:

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policy Nos. 502-1086193 and 501-9800845 and entire premium amount will be utilised to issue a New Single Premium ULIP Policy and the same was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0053

The Insurers are ready to cancel both the policy Nos. 502-1086193 and 501-9800845 and entire premium amount will be utilised to issue New Single Premium ULIP Policy. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0064/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Kashmir Singh Thakur
VS
RESPONDENT: Aviva Life Ins. Co. India Pvt. Ltd.
COMPLAINT REF: NO: DEL-L-004-2324-0037
AWARD NO:IO/DEL/R/LI/0063/2023-2024

1.	Name & Address Of The Complainant	Kashmir Singh Thakur C-85-A Jitar Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	104921139	0	17-Jun-2022	17-Jun-2031		0		
3.	Name of insured	Kashmir Singh Thakur						
4.	Name of the insurer/broker	Aviva Life Ins. Co. India Pvt. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99850						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Kashmir Singh Thakur						
	b)For the Insurer	Mr. Prateek Narang						
13.	Complaint how disposed	Recommendation under Rule 16/24.04.2023						

Brief Facts of the Case:

Mr. Kashmir Singh Thakur (hereinafter, the Complainant) has filed this complaint against the Aviva Life Insurance Co. India. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 104921139

Contention of the complainant:

The subject policy was sold to him in the month of June 2022 on false assurance of Single Premium with higher returns. On realizing mis-sale, he first approached the Insurance Company on 06.12.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 16.12.2022. He represented against this decision on 18.01.2023, but the Insurers again declined it on 27.01.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were delivered on 19.06.2022 to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 06.12.2022. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject Policy and refund the premium amount. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-004-2324-0037

The complaint is resolved in terms of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy No. 10492139 and refund the premium.

AWARD NO:IO/DEL/R/LI/0063/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ashok Kumar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0038
AWARD NO:IO/DEL/R/LI/0062/2023-2024

1.	Name & Address Of The Complainant	Ashok Kumar H.o.133, Stree No.5, Near Govt. School, Vishnu Colony, Faridabad-121004						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-3777534	0	20-Nov-2019	20-Nov-2039		0		
3.	Name of insured	Ashok Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	90000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ashok Kumar						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Ashok Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-3777534.

Contention of the complainant:

The subject policy was sold to him in the month of Nov. 2019 on false assurance of interest free loan of Rs.10 lacs. On realizing mis-sale, he first approached the Insurance Company on 24.12.2020 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 03.01.2021. He represented against this decision many times and lately on 25.02.2023, but the Insurers again declined it on 01.03.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 25.11.2019 to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 24.12.2020. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. At this stage, the Insurers offer to cancel the subject Policy and utilise the premium amount received to issue a new single-premium ULIP policy with lock-in period of 5 years and no free-look option for Rs. 1,00,000, for which the Complainant shall have to pay the required balance amount. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0038

The complaint is resolved in terms of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy bearing number 502-3777534 and utilise the premium amount received to issue a new single-premium policy with lock-in period of 5 years and no free-look option for Rs. 1,00,000, for which the Complainant shall pay the required balance amount. Parties should implement this agreement within 30 days.

AWARD NO:IO/DEL/R/LI/0062/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Hazoor Singh
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0049
AWARD NO:IO/DEL/A/LI/0061/2023-2024

1.	Name & Address Of The Complainant	Hazoor Singh 241, Bagh Kare Khan, Kishan Ganj, Delhi-110007						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-8889245	0	27-Mar-2019	27-Mar-2038	27-Mar-2019	0		
3.	Name of insured		Hazoor Singh					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		42000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Hazoor Singh					
	b)For the Insurer		Mr. Harpal Singh					
13.	Complaint how disposed		Award under Rule 17/25.04.2023					

Brief Facts of the Case:

Mr. Hazoor Singh (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing containing no. 501-8889245

Contention of the complainant:

The subject policy was sold to him in the month of March 2019 on false of loan. On realizing mis-sale, he first approached the Insurance Company on 26.12.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 31.12.2022. He represented against this decision on 02.02.2023, but the Insurers again declined it on 08.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 29.03.2019 and delivered on 02.04.2019 to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 26.12.2022. Hence, her request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 02.04.2019. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0049

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0061/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Pankaj Kumar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0040
AWARD NO:IO/DEL/A/LI/0060/2023-2024

1.	Name & Address Of The Complainant	Pankaj Kumar Suncity Avenue, Sector 102, Gurgaon, Near Dwarka Expressway, Tower No.E-605, Gurgaon						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4026428	0				0		
3.	Name of insured	Pankaj Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	63600						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Pankaj Kumar						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Award under Rule 17/25.04.2023						

Brief Facts of the Case:

Mr. Pankaj Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-4026428 and 502-3907560

Contention of the complainant:

The subject policies were sold to him in the month of January 2020 and March 2020 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 21.11.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 26.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 30.10.2020 and 09.03.2020 and delivered on 03.02.2020 and 16.03.2020 respectively through Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 21.11.2022. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 03.02.20 and 16.03.2020 respectively. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls, as he was interacting with the agent who was giving him different assurances. In these circumstances, it is concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-008-2324-0040

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0060/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mohit Puri
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0055
AWARD NO:IO/DEL/R/LI/0059/2023-2024

1.	Name & Address Of The Complainant	Mohit Puri A-67, Ordinance Apartment, Vikas Puri, Tilak Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4045436	0	12-Mar-2020	11-Mar-2040		0		
3.	Name of insured	Mohit Puri						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	40000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Mohit Puri						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Mohit Puri (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-4045436 and 502-4180878

Contention of the complainant:

The subject policies were sold to him in the month of March 2020 and June 2020 on false of Loan. On realizing mis-sale, he first approached the Insurance Company on 14.01.2022 seeking cancellation and refund of the policy premium, which was rejected by the Insurers on 21.01.2022. He represented against this decision many times and lately on 03.02.2023, but the Insurers again declined it on 15.02.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were sent on 14.03.2020 and 20.06.2020 and delivered on 18.03.2020 and 23.06.2020 respectively through Speed Post to the complainant. The Company had also made Pre-Issuance Verification Call (PIVC) explaining the features of the Policy. The Complainant had not raised any issue during the PIVC and had approached the Company after the expiry of the free look period, vide letter dated 14.01.2022. Hence, his request for cancellation of policy could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. During hearing, the Insurers offered to cancel the subject policies and utilize the proceeds hitherto to issue a single premium ULIP policy with no free look cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0055

The complaint is settled by way of mediation, as per Rule 16 of Insurance Ombudsman Rules, 2017, arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall utilize the total premium received under policy nos. 502-4045436 and 502-4180878 to issue a single premium ULIP policy with no free look cancellation and lock-in period of 5 years. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0059/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Braham Singh
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0072
AWARD NO:IO/DEL/A/LI/0082/2023-2024

1.	Name & Address Of The Complainant	Braham Singh 1/4278, Ram Nagar-III, Mandoli Road, Shahdara						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420114459E	0				0		
3.	Name of insured	Braham Singh						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Braham Singh						
	b)For the Insurer	Shivani Sharma						
13.	Complaint how disposed	Award under Rule 17/ 26.04.2023						

Brief Facts of the Case:

Shri Braham Singh (hereinafter referred to as the Complainant) has filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging Mis-sale under the subject policy number 420114459E

Contention of the complainant:

The subject policy was sold to the complainant on 17.11.2021 under the pretext of single premium. On realizing mis-sale, he approached Insurance Company for cancellation of policy on 19.09.2022 but the same was rejected by the Insurance Company on 23.09.2022 with advise to approach Insurance ombudsman if he is not satisfied with their decision. Now they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 25.04.2023 have stated that the subject policies were issued on the basis of duly filled proposal form to secure their life. The policy documents were dispatched via Speed post and delivered to him timely. The complainant did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made PIVC whereby all terms and benefits of the policies were duly explained to the Complainant. The Complainant approached the Insurance Company with his complaint vide mail dtd. 14.09.2022 which is after lapse of nine (9) months from expiry of free look period which was replied vide mails dated 14.09.2022, 22.09.2022 & 23.09.2022.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

Shri Ankit Kumar, son of the Complainant was also present in the hearing. The subject policies were issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium and policy bonds were delivered to the Complainant through speed post. The terms & conditions were duly explained to the Complainant through Pre-Issuance Verification calls. The Insurers, during argument, stated that PIV call was done and all terms and conditions were explained. The Complainant was graduate as stated in the proposal form. He could ask for cancellation within Free Look Period or after receiving the policy bond for policy number 420114459E which was delivered to him on 23.11.2021 but the Complainant approached the Company in September 2022 for cancellation. The Complainant also submitted NACH and Company has received renewal premium in all the policies. The Forum enquired from the Representative of Insurance Company whether they could convert the said policies into single premium policy but the Insurers denied to convert these policies in to Single premium policy. Since mediation could not happen between both the parties, so the facts of the case were studied thoroughly. Ongoing through the documents submitted by the Complainant and arguments placed in hearing it was observed that Complainant taken the policies to secure life of his grandson master Jayesh and son Sh. Ankit and premium was paid out of his retirement benefits. His son got expired two years back and all family now fully dependent on him. Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies, one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E & 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017.

AWARD

COMPLAINT REF: NO: DEL-L-014-2324-0072

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies , one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E& 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017..

AWARD NO:IO/DEL/A/LI/0082/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Braham Singh
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0074
AWARD NO:IO/DEL/R/LI/0084/2023-2024

1.	Name & Address Of The Complainant	Braham Singh 1/4278, Ram Nagar-III, Mandoli Road, Shahdara						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420129041E	0				0		
3.	Name of insured	Ankit						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	27-Oct-2022						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	471109						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Braham Singh						
	b)For the Insurer	Shivani Sharma						
13.	Complaint how disposed							

Brief Facts of the Case:

Shri Braham Singh (hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale under the subject policy number 420129041E.

Contention of the complainant:

The subject policy was sold to the complainant on 14.01.2022 under the pretext of single premium. On realizing mis-sale, he approached Insurance Company for cancellation of policy on 19.09.2022 but the same was rejected by the Insurance Company on 23.09.2022 with advise to approach Insurance ombudsman if he is not satisfied with their decision. Now they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 25.04.2023 have stated that the subject policies were issued on the basis of duly filled proposal form to secure their life. The policy documents were dispatched via Speed post and delivered to him timely. The complainant did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made PIVC whereby all terms and benefits of the policies were duly explained to the Complainant. The Complainant approached the Insurance Company with their complaint vide mail dtd. 14.09.2022 which is after lapse of nine (9) months from expiry of free look period which was replied vide mails dated 14.09.2022, 22.09.2022 & 23.09.2022.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

Shri Ankit Kumar, son of the Complainant was also present in the hearing. The subject policies were issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium and policy bonds were delivered to the Complainant through speed post. The terms & conditions were duly explained to the Complainant through Pre-Issuance Verification calls. The Insurers, during argument, stated that PIV call was done and all terms and conditions were explained. The Complainant was graduate as stated in the proposal form. He could ask for cancellation within Free Look Period or after receiving the policy bond for policy number 420114459E which was delivered to him on 23.11.2021 but the Complainant approached the Company in September 2022 for cancellation. The Complainant also submitted NACH and Company has received renewal premium in all the policies. The Forum enquired from the Representative of Insurance Company whether they could convert the said policies into single premium policy but the Insurers denied to convert these policies in to Single premium policy. Since mediation could not happen between both the parties, so the facts of the case were studied thoroughly. Ongoing through the documents submitted by the Complainant and arguments placed in hearing it was observed that Complainant taken the policies to secure life of his grandson master Jayesh and son Sh. Ankit and premium was paid out of his retirement benefits. His son got expired two years back and all family now fully dependent on him. Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies, one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E & 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0074

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies , one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E& 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0084/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Braham Singh
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0073
AWARD NO:IO/DEL/A/LI/0083/2023-2024

1.	Name & Address Of The Complainant	Braham Singh 1/4278, Ram Nagar-III, Mandoli Road, Shahdara						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420125341E	0				0		
3.	Name of insured	Jayesh						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	471109						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	26-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Braham Singh						
	b)For the Insurer	Shivani Sharma						
13.	Complaint how disposed							

Brief Facts of the Case:

Shri Braham Singh (hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging Mis-sale under the subject policy number 420125341E.

Contention of the complainant:

The subject policy was sold to the complainant on 07.01.2022 under the pretext of single premium. On realizing mis-sale, he approached Insurance Company for cancellation of policy on 19.09.2022 but the same was rejected by the Insurance Company on 23.09.2022 with advise to approach Insurance ombudsman if he is not satisfied with their decision. Now they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 25.04.2023 have stated that the subject policies were issued on the basis of duly filled proposal form to secure their life. The policy documents were dispatched via Speed post and delivered to him timely. The complainant did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made PIVC whereby all terms and benefits of the policies were duly explained to the Complainant. The Complainant approached the Insurance Company with their complaint vide mail dtd. 14.09.2022 which is after lapse of nine (9) months from expiry of free look period which was replied vide mails dated 14.09.2022, 22.09.2022 & 23.09.2022.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

Shri Ankit Kumar, son of the Complainant was also present in the hearing. The subject policies were issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium and policy bonds were delivered to the Complainant through speed post. The terms & conditions were duly explained to the Complainant through Pre-Issuance Verification calls. The Insurers, during argument, stated that PIV call was done and all terms and conditions were explained. The Complainant was graduate as stated in the proposal form. He could ask for cancellation within Free Look Period or after receiving the policy bond for policy number 420114459E which was delivered to him on 23.11.2021 but the Complainant approached the Company in September 2022 for cancellation. The Complainant also submitted NACH and Company has received renewal premium in all the policies. The Forum enquired from the Representative of Insurance Company whether they could convert the said policies into single premium policy but the Insurers denied to convert these policies in to Single premium policy. Since mediation could not happen between both the parties, so the facts of the case were studied thoroughly. Ongoing through the documents submitted by the Complainant and arguments placed in hearing it was observed that Complainant taken the policies to secure life of his grandson master Jayesh and son Sh. Ankit and premium was paid out of his retirement benefits. His son got expired two years back and all family now fully dependent on him. Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies, one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E & 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017.

AWARD

COMPLAINT REF: NO: DEL-L-014-2324-0073

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of hearing, the Insurance company is directed to cancel all the three policies and issue two single premium policies , one in favour of master Jayesh as LA for the proceed of policy nos. 420114459E& 420125341E and Mr. Ankit as LA for the proceed of policy number 420129041e and Mr. Braham Singh would be the proposer under both the policies. Hence the complaint is allowed under rule 17, of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/A/LI/0083/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Abhishek Kumar Shukla
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0091
AWARD NO:IO/DEL/R/LI/0073/2023-2024

1.	Name & Address Of The Complainant	Abhishek Kumar Shukla Flat No.205, Sector-79, Godrei Area, Gurgaon Haryana-						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54010919	1166867	30-Oct-2021	30-Oct-2041	30-Oct-2021	0		
3.	Name of insured		Abhishek Kumar Shukla					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		120000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		28-Apr-2023					
	Place of hearing		Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Abhishek Kumar Shukla					
	b)For the Insurer		Animesh mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Abhishek Kumar Shukla (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 54010919.

Contention of the complainant:

The Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) the above broker selling the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three year. So, he purchased from this broker. When, he received the policy bond in November, he realized that term and condition was differ in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022 for cancellation of policy and refund of premium. But the Insurers rejected his request on 08.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subjectpolicy bearing number 54010919 was issued on 30.10.2021 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide POD NO. 44062324191 registered post on 08.11.2021. The Complainant first approached them on 02.08.2022, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) The above broker sold the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three years. So, he purchased from this broker. When, he received the policy bond in November, he realized that terms and conditions are different in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022. So, the Insurers offered to cancel the subject policy and refund the premium amount after deducting the Mortality charges, GST, Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0091

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under policy no. 54010919 after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0073/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ishwari Prasad
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0097
AWARD NO:IO/DEL/R/LI/0076/2023-2024

1.	Name & Address Of The Complainant	Ishwari Prasad A-7,UGF 201/1, Green Valley apartments, Ward No.2 Mehrauli, South Delhi, Delhi-110030						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53536433	290864	02-Aug-2022	02-Aug-2043	02-Aug-2022	0		
3.	Name of insured	Ishwari Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	74713						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Sh. Ishwari Prasad						
	b)For the Insurer	Animesh mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Ishwari Prasad (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53536433.

Contention of the complainant:

The subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he have to pay only one time and after 3 years, he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office, he came to know that this is a 24 years policy and he have to pay for 12 years. On realized from that they fooled him, when he became aware of mis-sale and approached the Insurer on 13.07.2022 for cancellation and refund of premium, but Insurer rejected his request on 15.07.2022 and 22.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subject policy bearing number 53536433 was issued on 02.08.2019 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide registered post on 09.08.2019 The Complainant first approached them on 13.07.2022, after 2 years of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he will have to pay only one time and after 3 years he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office, he came to know that this is a 10 years policy and he will have to pay 10 years. On realization that they fooled him, when he became aware of mis-sale he approached the Insurers on 13.07.2022. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 15 years after deduction of Mortality charges, GST and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0097

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no.16, of Insurance Ombudsman Rules,2017. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy INR Rs. 75000/- with a lock-in period 5 year and 15 years term after deduction of Mortality charges, GST and Administration charges. Balance amount, if any to be paid by the complainant. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0076/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Abhishek Kumar Shukla
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0091
AWARD NO:IO/DEL/R/LI/0073/2023-2024

1.	Name & Address Of The Complainant	Abhishek Kumar Shukla Flat No.205, Sector-79, Godrei Area, Gurgaon Haryana-						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54010919	1166867	30-Oct-2021	30-Oct-2041	30-Oct-2021	0		
3.	Name of insured		Abhishek Kumar Shukla					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		120000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		28-Apr-2023					
	Place of hearing		Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Abhishek Kumar Shukla					
	b)For the Insurer		Animesh mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Abhishek Kumar Shukla (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 54010919.

Contention of the complainant:

The Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) the above broker selling the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three year. So, he purchased from this broker. When, he received the policy bond in November, he realized that term and condition was differ in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022 for cancellation of policy and refund of premium. But the Insurers rejected his request on 08.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subjectpolicy bearing number 54010919 was issued on 30.10.2021 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide POD NO. 44062324191 registered post on 08.11.2021. The Complainant first approached them on 02.08.2022, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

Complainant has purchased the subject policy in the month of October 2021 by the broker named Vikas (MS BFSI INSURANCE BROKING PVT LTD) The above broker sold the above plan by promising a short lock-in of 3 years and assured return of 13% on exit after three years. So, he purchased from this broker. When, he received the policy bond in November, he realized that terms and conditions are different in the bond. It was 20 years plan and paying term 10 years. Then, he approached the Insurers on 02.11.2022. So, the Insurers offered to cancel the subject policy and refund the premium amount after deducting the Mortality charges, GST, Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0091

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under policy no. 54010919 after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0073/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Shoeb Hussian Khan
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0020
AWARD NO:IO/DEL/R/LI/0074/2023-2024

1.	Name & Address Of The Complainant	Shoeb Hussian Khan P-2/28, First Floor BPTP Parkk land Sector-75 Nimka-96 ,Faridabad, Haryana -121004						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54193219	1405685	09-Nov-2022	09-Nov-2031	09-Nov-2022	0		
3.	Name of insured	Shoeb Hussian Khan						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shoeb Hussian Khan						
	b)For the Insurer	Animesh Mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed							

Brief Facts of the Case:

Shoeb Hussain Khan (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 54193219.

Contention of the complainant:

The Complainant was complained that in the month of November 2022, he received a call from official of IRDIA for a survey. In the above survey, they asked him about this Insurance policies. They informed him that his previous policies are mis sold and misfit for him. They enticed me in the new policy reliance life by promising him much higher and guaranteed return. All transaction was done remotely and no physical meeting. By the time, he could have understand what happen to him. He was duped. Then, he approached the insurers for cancellation of policy and refund of the premiums on 09.01.2023.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subjectpolicy bearing number 54193219 was issued on 09.11.2022 after getting duly signed, filled proposal form through physical login and dispatched through blue dart POD NO. 40863121401 vide registered post on 11.11.2022. The Complainant first approached them on .09.01.2023, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the Complainant complained that in the month of November 2022, he received a call from official of IRDA for a survey. In the above survey, they asked him about this Insurance policies. They informed him that his previous policies are mis sold and misfit for him. They enticed him for new policy of Reliance Life by promising him much higher and guaranteed return. All transactions were done remotely and there was no physical meeting. By the time, he could understand what happened to him, he was duped. Then, he approached the Insurers on 09.01.2023. So, the Insurers offered to cancel the subject policy and refund the premium amount after deducting the Mortality charges, GST, and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0020

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under policy no. 54193219 after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0074/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Shoeb Hussian Khan
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0020
AWARD NO:IO/DEL/R/LI/0074/2023-2024

1.	Name & Address Of The Complainant	Shoeb Hussian Khan P-2/28, First Floor BPTP Parkk land Sector-75 Nimka-96 ,Faridabad, Haryana -121004						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54193219	1405685	09-Nov-2022	09-Nov-2031	09-Nov-2022	0		
3.	Name of insured	Shoeb Hussian Khan						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shoeb Hussian Khan						
	b)For the Insurer	Animesh Mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed							

Brief Facts of the Case:

Shoeb Hussain Khan (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 54193219.

Contention of the complainant:

The Complainant was complained that in the month of November 2022, he received a call from official of IRDIA for a survey. In the above survey, they asked him about this Insurance policies. They informed him that his previous policies are mis sold and misfit for him. They enticed me in the new policy reliance life by promising him much higher and guaranteed return. All transaction was done remotely and no physical meeting. By the time, he could have understand what happen to him. He was duped. Then, he approached the insurers for cancellation of policy and refund of the premiums on 09.01.2023.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subjectpolicy bearing number 54193219 was issued on 09.11.2022 after getting duly signed, filled proposal form through physical login and dispatched through blue dart POD NO. 40863121401 vide registered post on 11.11.2022. The Complainant first approached them on .09.01.2023, after the expiry of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the Complainant complained that in the month of November 2022, he received a call from official of IRDA for a survey. In the above survey, they asked him about this Insurance policies. They informed him that his previous policies are mis sold and misfit for him. They enticed him for new policy of Reliance Life by promising him much higher and guaranteed return. All transactions were done remotely and there was no physical meeting. By the time, he could understand what happened to him, he was duped. Then, he approached the Insurers on 09.01.2023. So, the Insurers offered to cancel the subject policy and refund the premium amount after deducting the Mortality charges, GST, and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0020

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no. 16, of Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall refund the premiums under policy no. 54193219 after deduction of Mortality charges, GST and Administration charges. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0074/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ishwari Prasad
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0097
AWARD NO:IO/DEL/R/LI/0076/2023-2024

1.	Name & Address Of The Complainant	Ishwari Prasad A-7,UGF 201/1, Green Valley apartments, Ward No.2 Mehrauli, South Delhi, Delhi-110030						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53536433	290864	02-Aug-2022	02-Aug-2043	02-Aug-2022	0		
3.	Name of insured	Ishwari Prasad						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	74713						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	28-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Sh. Ishwari Prasad						
	b)For the Insurer	Animesh mishra Deputy Manager (Legal) Reliance Nippon Life Insurance Co.						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Ishwari Prasad (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53536433.

Contention of the complainant:

The subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he have to pay only one time and after 3 years, he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office, he came to know that this is a 24 years policy and he have to pay for 12 years. On realized from that they fooled him, when he became aware of mis-sale and approached the Insurer on 13.07.2022 for cancellation and refund of premium, but Insurer rejected his request on 15.07.2022 and 22.11.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have contended that the subject policy bearing number 53536433 was issued on 02.08.2019 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide registered post on 09.08.2019 The Complainant first approached them on 13.07.2022, after 2 years of free look period. With this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the subject policy was mis-sold to him in the month of August 2019 by an agent. At the time of purchase of the above policy the agent told him that he will have to pay only one time and after 3 years he can withdraw the full amount with interest. But next year when he visited the branch for withdrawal of money in Branch Office, he came to know that this is a 10 years policy and he will have to pay 10 years. On realization that they fooled him, when he became aware of mis-sale he approached the Insurers on 13.07.2022. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 15 years after deduction of Mortality charges, GST and Administration charges. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0097

The complaint is settled by the way of mediation between the complainant and the Insurers as per rule no.16, of Insurance Ombudsman Rules,2017. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy INR Rs. 75000/- with a lock-in period 5 year and 15 years term after deduction of Mortality charges, GST and Administration charges. Balance amount, if any to be paid by the complainant. The above recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0076/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ashok Kumar
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: DEL-L-024-2324-0079
AWARD NO:IO/DEL/A/LI/0032/2023-2024

1.	Name & Address Of The Complainant	Ashok Kumar H. No. 133, Street No. - 5, Near Govt. School Vishnu Colony, Ballabgarh						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71109690	740000	30-Sep-2019	30-Sep-2034	30-Sep-2019	89800	15	08
3.	Name of insured	Ashok Kumar						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	93841						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Ashok Kumar						
	b)For the Insurer	Shri Viral Mukesh Joshi						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Shri Ashok Kumar (hereinafter, the Complainant) has filed this complaint against the India First Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 71109690.

Contention of the complainant:

The subject policy was sold to the Complainant with the assurance of an interest free loan of Rs. 10,00,000/-. He was told that loan would be disbursed in 15 days but it was not disbursed despite waiting for 30 days. Policies with premium to the tune of Rs. 2,74,840/- were sold to him. He approached Insurers on 20.01.2023 seeking cancellation of policy and refund of premium but his request was rejected by them on 06.02.2023. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 18.04.2023 have stated that the said policy was issued on 30.09.2019, consequent upon submission of signed proposal form, benefit illustration and pre issuance video verification call on 01.10.2019. A welcome call was also made, wherein policy features were explained to him but no concerns of mis-sale were raised by him during the same. The policy document was dispatched by ED No. 174312255IN on 07.10.2019 and the same was delivered on 22.10.2019 whereas the first complaint of mis-sale was received on 20.01.2023 i.e. three years from policy issuance. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Insurers issued the subject policy on 30.09.2019 consequent upon receipt of duly filled, signed Proposal Form. The Policy documents were delivered to him 22.10.2019 and the first complaint was made to the Insurers on 20.01.2023. The complainant is a graduate and works in a trading Company. Therefore, it is expected of him to have reviewed the policy document for the assured promises and approach the Insurers immediately, in case of any deviation. Moreover, In the instant case, the Insurers have conducted a video verification call at point of sale and a welcome call after policy issuance. Thus, it can be stated that during the policy solicitation stage, the Insurers have made efforts to ensure that the Complainant was fully informed about the terms and features of the policy. On the other hand, the Complainant approached the Insurers with the allegations of mis-sale after three years from the expiry of the free look period. In these circumstances, the Insurers were justified in declining the request for policy cancellation and refund of the premium. Pursuantly, the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-024-2324-0079

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0032/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Joginder Singh
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: DEL-L-024-2324-0080
AWARD NO:IO/DEL/R/LI/0033/2023-2024

1.	Name & Address Of The Complainant	Joginder Singh H. No. 444/45, JJ Colony, Old Seema Puri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20269221	757411	12-Apr-2022	12-Apr-2032	12-Apr-2022	0		
3.	Name of insured	Joginder Singh						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	69858.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	69858						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri. Joginder Singh						
	b)For the Insurer	Shri. Viral Mukesh Joshi						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Shri. Joginder Singh (hereinafter, the Complainant) has filed this complaint against the India First Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 20269221.

Contention of the complainant:

The subject policy was sold to him on 12.04.2022 with the assurance of bonus of Rs. 10000/- and life time free medical insurance, but no such benefits were provided. Upon realization of mis-sale, he approached Insurers on 30.01.2023 seeking cancellation of policy and refund of premium but his request was rejected by them on 23.02.2023. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 21.04.2023 have stated that the said policy was issued on 12.04.2022, consequent upon submission of signed proposal form, benefit illustration and pre issuance video verification call on 17.03.2022. The policy document was dispatched by AWB No. AX290030817IN on 15.04.2022 and the same was delivered on 20.04.2022 whereas the first complaint of mis-sale was received on 30.01.2023 i.e. nine months from policy issuance. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and refund the premium. The Complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-024-2324-0080

The complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 20269221 and refund the premium. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0033/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Manmohan Sawarn
VS
RESPONDENT: Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-010-2324-0075
AWARD NO:IO/DEL/R/LI/0036/2023-2024

1.	Name & Address Of The Complainant	Manmohan Sawarn Flat No.-301, Cancon Enclave, Sector, Gurugram-122001						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0146943315	0	30-Jun-2022	30-Jun-2037	30-Jun-2022	44019	15	10
3.	Name of insured	Manmohan Sawarn						
4.	Name of the insurer/broker	Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	28-Mar-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	44019.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	44000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Manmohan Sawarn						
	b)For the Insurer	Shri Arindam Mishra						
13.	Complaint how disposed	Recommendation under Rule 16						

COMPLAINT REF: NO: DEL-L-010-2324-0075

Brief Facts of the Case:

Shri Manmohan Sawarn (hereinafter, the Complainant) has filed this complaint against the Canara HSBC Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 0146943315

Contention of the complainant:

The subject policy was sold to the Complainant on 30.06.2022 with the assurance of an interest free loan of Rs. 15 lacs. But the assurance turned out to be fraud, thus upon realization of mis-sale he approached Insurers on 31.10.2022 seeking cancellation of policy and refund of premium but his request was rejected by them on 07.11.2022. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have stated that the said policy was issued on 30.06.2022, consequent upon receipt of duly signed proposal form. A welcome call was also made, wherein policy features were explained to him but no concerns of mis-sale were raised by him during the same. The policy document was dispatched by AWB No. 30396373405 on 14.07.2022 and the same was delivered, whereas the first complaint of mis-sale was received on 31.10.2022 i.e. three and a half month from policy issuance. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and refund the premium. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-010-2324-0075

The complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 0146943315 and refund the premium. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0036/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ms.Babita Gupta
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-017-2324-0011
AWARD NO:IO/DEL/A/LI/0025/2023-2024

1.	Name & Address Of The Complainant	Ms.Babita Gupta E-1/45,Rohini Sector-15 delhi-110089						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01464574	175550	19-Sep-2018	29-Sep-2029	19-Sep-2018	0		
3.	Name of insured		Babita Gupta					
4.	Name of the insurer/broker		Future Generali India Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		06-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		50000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Babita Gupt					
	b)For the Insurer		SH.M.S. Soni A.S.V.P.Future Generali Life Insurance Co.					
13.	Complaint how disposed		Under Rule No.17 of the Insurance Ombudsman Rules, 2017					

COMPLAINT REF: NO: DEL-L-017-2324-0011

Brief Facts of the Case:

MS. Babita Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Future Generali Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 01464574 .

Contention of the complainant:

Complainant complained that her husband had two old policies. An agent named Deepak Kumar called and told her that she will get the old policies amount of her husband if she purchased two more policies. She realized that she was duped, she approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected her request on 28.06.2022. Now, she has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 06.04.2023 have contended that the subject policy bearing number 01464574 was issued on 19.09.2018 consequent upon receipt of duly signed and filled proposal form, benefit illustrations, declarations and dispatched to heron 21.09.2018 through Blue Dart courier vide POD No. via Blue Dart with AWB 42250458644 for Policy No. 01464574 proposal stage verification call made on her registered mobile No. explaining all major terms and conditions of policy and no objection was raised. Her first request for cancellation with allegation of mis-sale was received on 28.06.2018, after the expiry of the free look period. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

During hearing, the Complainant complained that her husband had two old policies. An agent named Deepak Kumar called and told her that she will get the old policies amount of her husband if she purchased two more policies. She realized that she was duped, she approached the Insurers for cancellation on 29.04.2022 .Then, the Insurers told that the above was purchased in September 2018 by the complainant and due to non- payment of premiums, the above policy was in a lapse condition. So, he could not do anything in this case. Pursuantly the allegation of mis- sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-017-2324-0011

The complaint is rejected.

AWARD NO:IO/DEL/A/LI/0025/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ms.Babita Gupta
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-017-2324-0021
AWARD NO:IO/DEL/R/LI/0026/2023-2024

1.	Name & Address Of The Complainant	Ms.Babita Gupta E-1/45,Rohini Sector-15 delhi-110089						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01469976	600000	16-Oct-2018			0		
3.	Name of insured	Babita Gupta						
4.	Name of the insurer/broker	Future Generali India Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Smt. Babita Gupta						
	b)For the Insurer	SH.M.S. Soni A.S.V.P.Future Generali Life Insurance Co.						
13.	Complaint how disposed	Under Rule No.17 of the Insurance Ombudsman Rules,2017						

COMPLAINT REF: NO: DEL-L-017-2324-0021

Brief Facts of the Case:

Ms. Babita Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Future Generali Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 01469976.

Contention of the complainant:

The Complainant complained that her husband had two old policies. An agent named Deepak Kumar called and told her that she will get the old policies amount of her husband if she purchased two more policies. She realized that she was duped, she approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected her request on 28.06.2022. Now, she has approached this forum for relief.

Contention of the Respondent:

The Complainant complained that her husband had two old policies. An agent named Deepak Kumar called and told her that she will get the old policies amount of her husband if she purchased two more policies. She realized that she was duped, she approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected her request on 28.06.2022. Now, she has approached this forum for relief.

Observation and conclusions:

During hearing, Complainant complained that her husband had two old policies. An agent named Deepak Kumar called and told her that she will get the old policies amount of her husband if she purchased two more policies. She realized that she was duped, she approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected her request on 28.06.2022. Then, the Insurers told that the above was purchased in September 2018 by the complainant and due to non- payment of premiums, the above policy was in a lapse condition. So, he could not do anything in this case. Pursuantly the allegation of mis- sale against the Insurers is not justified and the complaint deserves to be rejected.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-017-2324-0021

The complaint is rejected.

AWARD NO:IO/DEL/R/LI/0026/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Rajesh Kumar Gupta
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-017-2324-0009
AWARD NO:IO/DEL/A/LI/0023/2023-2024

1.	Name & Address Of The Complainant	Rajesh Kumar Gupta E-1/7/45, Sectot-15, Rohini Delhi-110089						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01224897	505080	28-Aug-2014	28-Aug-2032	26-Aug-2014	0		
3.	Name of insured	Rajesh Kumar Gupta						
4.	Name of the insurer/broker	Future Generali India Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	72000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	SH.Rajesh Kumar Gupta						
	b)For the Insurer	SH.Ankur Dixit Deputy Mnager Future Generali Life Insurance Co.						
13.	Complaint how disposed	Under Rule No.17 of the Insurance Ombudsman Rules, 20177						

COMPLAINT REF: NO: DEL-L-017-2324-0009

Brief Facts of the Case:

Shri Rajesh Kumar Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Future Generali Life Insurance Co. Ltd.(hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 01224897.

Contention of the complainant:

The Complainant complained that he had two old policies, An agent named Vikash Diwan and Rajiv Kumar called him and visited his house and told him that he will get the old policies amount and his old policy amount will be safe if he purchased two more policies. He trusted on them and purchased the policy But, he was shocked to know that this policy was issued in the name of his wife. He realized that he was duped, he approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected his request on 28.06.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 06.04.2023 have contended that the subject policy bearing number 01224897 was issued on 28.08.2014 consequent upon receipt of proposal form,benefits illustrations, declarations etc. and policy delivered to him on ViaBlue Dart with AWB No. 33063958911 for Policy No. 01224897 on 01/09/2014. A proposal stage verification call has made on his registered mobile No. explaining all major terms and conditions of policy and no objection was raised. His first request for cancellation with allegation of mis-sale was received on 29.06.2022,after the expiry of the free look period. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

During hearing, the Complainant complained that he had two old policies, An agent named Vikash Diwan and Rajiv Kumar called him and visited his house and told him that he will get the old policies amount and his old policy amount will be safe if he purchased two more policies. He trusted on them and purchased the policies. But, he was shocked to know that these policies were issued in the name of his wife. He realized that he was duped, he approached the Insurers for cancellation on 29.04.2022. Then, the Insurers told that the above was purchased in August 2014 by the complainant and due to non- payment of premiums, the above policy was in a lapse condition and the complainant raised his concern 29.04.2022 after a period 8 years, which is very late. So, he could not do anything in this case. Pursuantly the allegation of mis- sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-017-2324-0009

The complaint is Rejected.

AWARD NO:IO/DEL/A/LI/0023/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Rajesh Kumar Gupta
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-017-2324-0022
AWARD NO:IO/DEL/A/LI/0024/2023-2024

1.	Name & Address Of The Complainant	Rajesh Kumar Gupta E-1/7/45, SECTOR-15, Rohini , delhi-110089						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01229198	1086480	29-Sep-2014		29-Sep-2014	0		
3.	Name of insured	Rajesh Kumar Gupta						
4.	Name of the insurer/broker	Future Generali India Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	150000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Rajesh Kumar Gupta						
	b)For the Insurer	SH.Ankur Dixit Deputy Mnager Future Generali Life Insurance Co.						
13.	Complaint how disposed	Under Rule No.17 of the Insurance Ombudsman Rules,2017						

Brief Facts of the Case:

Shri Rajesh Kumar Gupta(hereinafter referred to as the Complainant) has filed this complaint against the decision of the Future Generali Life Insurance Co. Ltd. (herein after referred to as the Insurers) alleging mis-sale under the subject policy bearing number 01229198.

Contention of the complainant:

The Complainant complained that he had two old policies, An agent named Vikash Diwan and Rajiv Kumar called him and visited his house and told him that he will get the old policies amount and his old policy amount will be safe if he purchased two more policies. He trusted on them and purchased the policies. But, he was shocked to know that these policies were issued in the name of his wife. He realized that he was duped, he approached the Insurers for cancellation on 29.04.2022 with above allegations, but they rejected her request on 28.06.2022. Now, he has approached this forum for relief

Contention of the Respondent:

The Insurers vide SCN dated 06.04.2023 have contended that the subject policy bearing number 01229198 was issued on 29.09.2014 consequent upon receipt of proposal form, benefits illustrations, declarations etc. and policy delivered to him on via Blue Dart .01229198 on 02.10.2014 and via Blue Dart with AWB No.33003214366 for Policy. A proposal stage verification call has made on his registered mobile No. explaining all major terms and conditions of policy and no objection was raised. His first request for cancellation with allegation of mis-sale was received on 29.06.2022, after the expiry of the free look period. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

During hearing, the Complainant complained that he had two old policies, An agent named Vikash Diwan and Rajiv Kumar called him and visited his house and told him that he will get the old policies amount and his old policy amount will be safe if he purchased two more policies. He trusted on them and purchased the policies. But, he was shocked to know that these policies were issued in the name of his wife. He realized that he was duped, he approached the Insurers for cancellation on 29.04.2022. Then, the Insurers told that the above was purchased in August 2014 by the complainant and due to non-payment of premiums, the above policy was in a lapse condition and the complainant raised his concern 29.04.2022 after a period of 8 years, which is very late. So, he could not do anything in this case. Pursuantly the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-017-2324-0022

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0024/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Valsamma Thomas
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: DEL-L-024-2324-0058
AWARD NO:IO/DEL/R/LI/0027/2023-2024

1.	Name & Address Of The Complainant	Valsamma Thomas 118-C, AGI Block, Vikaspuri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10580057	0	17-Nov-2022		17-Nov-2022	191000	1	1
3.	Name of insured		Valsamma Thomas					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		09-Mar-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		200000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		200000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Valsamma Thomas					
	b)For the Insurer		Sh. Viral Joshi					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Smt. Valsamma Thomas (hereinafter, the Complainant) has filed this complaint against the India First Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 10580057.

Contention of the complainant:

The subject policy was sold to her on 17.11.2022 as a guaranteed pension plan of Bank of Baroda whereas an insurance policy of India First Life Insurance Co. Ltd. was sold to her. Upon realization of the same, she approached Insurers seeking cancellation of the policy and refund of the premium on 12.11.2022 but her request was reject by the Insureres.

Contention of the Respondent:

The Insurers vide mail dated 12.04.2023 has offered cancellation of the policy and refund of the premium of Rs. 199595/-.

Observation and conclusions:

The Insurers vide mail dated 12.04.2023 offered cancellation and refund of premium of Rs. 1,99,595/- under the subject policy. The Complainant accepted the same vide mail dated 19.04.2023. Thus, Conciliation could be arrived at between the Insurers and the Complainant.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-024-2324-0058

The complaint is settled by way of mediation between the Complainant and the Insurers as per Rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 10580057 and refund the premium. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0027/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Parvesh Kumar
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: DEL-L-024-2324-0078
AWARD NO:IO/DEL/R/LI/0028/2023-2024

1.	Name & Address Of The Complainant	Parvesh Kumar Lok Nayak Puram Pocket A Flat 127 Bakkarwala Nangloi new delhi -110041						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20167404	778000	08-Dec-2021	08-Dec-2036	08-Dec-2021	99902	15	08
3.	Name of insured		parvesh kumar					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		13-Feb-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		99902.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		99902					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Sh. Parvesh Kumar					
	b)For the Insurer		Sh. Viral Joshi					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Shri. Parvesh Kumar (hereinafter, the Complainant) has filed this complaint against the India First Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 20167404.

Contention of the complainant:

The subject policy was sold to the Complainant with the assurance that money under his previous policy would credit into the subject policy and that he could withdraw money one year from policy issuance. But the assurance turned out to be fraud, thus upon realization of mis-sale he approached Insurers on 12.21.2022 seeking cancellation of policy and refund of premium but his request was rejected by them on 19.12.2022. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 18.04.2023 have stated that the said policy was issued on 08.12.2021, consequent upon receipt of OTP validated proposal form, benefit illustration and pre issuance video verification call dated 07.12.2021. A welcome call was also made, wherein policy features were explained to him but no concerns of mis-sale were raised by him during the same. The policy document was dispatched by ED No. 399770138IN on 10.12.2021 and the same was delivered on 17.12.2021 whereas the first complaint of mis-sale was received on 13.12.2022 i.e. one year from policy issuance. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and utilize the premium received hitherto to issue a single premium policy with no freelook cancellation; lock-in period of 5 years. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-024-2324-0078

The Complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 2016740 and utilize the proceeds received hitherto to issue a single premium policy with no free look cancellation and lock-in period of 5 years. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0028/2023-2024
Date:25/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Mukesh Kumar Gupta
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-021-2324-0076
AWARD NO:IO/DEL/R/LI/0029/2023-2024

1.	Name & Address Of The Complainant	Mukesh Kumar Gupta D-4/226, Sultanpuri, C- Block, North West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	63722732	800000	28-Dec-2019	28-Dec-2044	28-Dec-2019	80000	15	15
3.	Name of insured	Mukesh Kumar Gupta						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	80000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	80000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Nitu Singh						
	b)For the Insurer	Shri Mukesh Kumar Gupta						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Shri Mukesh Kumar Gupta (hereinafter, the Complainant) has filed this complaint against the ICICI Prudential Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 63722732.

Contention of the complainant:

The subject policy was sold to the Complainant with the assurance that money under his previous policy would credit into the subject policy and that he could get his stuck money released. But the assurance turned out to be fraud, thus upon realization of mis-sale he approached Insurers on 26.02.2022 seeking cancellation of policy and refund of premium but his request was rejected by them on 09.04.2022. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 20.04.2023 have stated that the said policy was issued on 28.12.2019, consequent upon receipt of duly filled online application form, duly signed customer declaration form etc. The policy document was dispatched by BlueDart AWB no. 40113958463 on 31.12.2019 and the same was delivered on 01.01.2020 whereas the first complaint of mis-sale was received in October 2021 i.e. two years and ten months from policy issuance. He again approached them in February 2023 with additional facts. Thus, now as a special case, they are offering cancellation of the policy with the refund of total premium of Rs. 83601/-.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and refund the premium. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-021-2324-0076

The complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 63722732 and refund the premium. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0029/2023-2024
Date:25/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Kashmir Singh Thakur
VS
RESPONDENT: Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-010-2324-0077
AWARD NO:IO/DEL/R/LI/0030/2023-2024

1.	Name & Address Of The Complainant	Kashmir Singh Thakur C-85-A Jitar Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0147991919	426482	22-Jul-2022	22-Jul-2037	22-Jul-2022	49660	15	10
3.	Name of insured		Kashmir Singh Thakur					
4.	Name of the insurer/broker		Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		51895.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		51895					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Shri Kashmir Singh Thakur					
	b)For the Insurer		Shri Arindam Mishra					
13.	Complaint how disposed		Recommendation under Rule 16					

Brief Facts of the Case:

Shri Kashmir Singh Thakur (hereinafter, the Complainant) has filed this complaint against the Canara HSBC Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 0147991919.

Contention of the complainant:

The subject policy was sold to the Complainant on 22.07.2022 with the assurance of higher returns and redemption of invested amount within 90 days. But the assurance turned out to be fraud, thus upon realization of mis-sale he approached Insurers on 06.12.2022 seeking cancellation.

Contention of the Respondent:

The Insurers vide SCN dated 17.04.2023 have stated that the said policy was issued on 22.07.2022, consequent upon receipt of duly signed proposal form. A welcome call was also made, wherein policy features were explained to him but no concerns of mis-sale were raised by him during the same. The policy document was dispatched by AWB No. 30580575034 on 25.07.2022 and the same was delivered on 26.07.2022 whereas the first complaint of mis-sale was received in December 2022 i.e. four months from policy issuance. Hence, his request for cancellation could not be accepted.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and utilize the premium received hitherto to issue a single premium policy of Rs. 55000/- with no free look cancellation, lock-in period of 5 years; provided the Complainant agrees to pay the balance premium. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-010-2324-0077

The Complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall cancel the subject policy no. 0147991919 and utilize the proceeds received hitherto to issue a single premium policy of Rs. 55000/- with no free look cancellation, lock-in period of 5 years and the Complainant shall pay the balance premium. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0030/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Indra Bhushan
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0061
AWARD NO:IO/DEL/R/LI/0038/2023-2024

1.	Name & Address Of The Complainant	Indra Bhushan A-204, Gali No. 4, Part-1, Block-A, Mukandpur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3794917	0	31-Mar-2022	28-Jan-2041	31-Jan-2022	0		
3.	Name of insured	Indira Bhushan						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	49500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Indra Bhushan						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Indra Bhushan (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no.503-3794917

Contention of the complainant:

The subject policy was sold to him in the month of January 2022 on false assurance of loan. On realizing mis-sale, he first approached the Insurance Company but they rejected his request.

Contention of the Respondent:

The Insurers vide their mail dated 21.04.2023 are ready to settle the matter as a customer service gesture wherein they will cancel the captioned policy and refund the premium amount received.

Observation and conclusions:

The Insurance Company have offered vide their mail dated 21.04.2023 to cancel the Policy No. 503-3794917 and refund the premium received and this was also accepted by the complainant vide his mail dated 21.04.2023. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0061

The Insurance Company is ready to cancel the above Policy No. 503-3794917 and refund the premium amount received and the same was also accepted by the complainant. Thus the complaint is resolved through Mediation under Rule 16, as per Insurance Ombudsman rules, 2017.

AWARD NO:IO/DEL/R/LI/0038/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Kashmir Singh Thakur
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0033
AWARD NO:IO/DEL/R/LI/0037/2023-2024

1.	Name & Address Of The Complainant	Kashmir Singh Thakur C-85-A Jitar Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5615631	0	19-May-2022	19-May-2042		0		
3.	Name of insured	Kashmir Singh Thakur						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	29500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Kashmir Singh Thakur						
	b)For the Insurer	Mr Harpal Singh						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Kashmir Singh Thakur (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 503-5615631

Contention of the complainant:

The subject policy was sold to him in the month of May 2022 on false assurance of higher returns. On realizing mis-sale, he first approached the Insurance Company for refund of premium but they rejected his request.

Contention of the Respondent:

The Insurers vide their mail dated 21.04.2023 are ready to settle the matter as a customer service gesture wherein they will cancel the captioned policy and refund the premium amount received.

Observation and conclusions:

The Insurance Company has offered vide their mail dated 21.04.2023 to cancel the Policy No. 503-5615631 and refund the premium received and this was also accepted by the complainant vide his mail dated 21.04.2023. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0033

The Insurance Company is ready to cancel the above Policy No. 503-5615631 and refund the premium amount received and the same was also accepted by the complainant. Thus the complaint is resolved through Mediation under Rule 16, as per Insurance Ombudsman rules, 2017

AWARD NO:IO/DEL/R/LI/0037/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Dal Chand Vikal
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0046
AWARD NO:IO/DEL/R/LI/0035/2023-2024

1.	Name & Address Of The Complainant	Dal Chand Vikal H.No.804, Gali No.22A, Shahid Bhagat Singh Colony, Karawal Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-2920794	0				0		
3.	Name of insured	Dal Chand Vikal						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	195678						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr.Dal Chand Vikal						
	b)For the Insurer	Mr. Mangesh Manadal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

COMPLAINT REF: NO: DEL-L-008-2324-0046

Brief Facts of the Case:

Mr. Dal Chand Vikal (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd.(hereinafter, the Insurers) alleging mis-sale under the subject policies bearing nos. 503-2920794 and 503-2762535

Contention of the complainant:

The subject policy was sold to him in the month of Nov. 2021 on false assurance of Single Premium. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policies Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilized to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured.

Observation and conclusions:

The Insurers vide their mail dated 22.04.2023 is ready to settle the matter as a special case and cancel both the policy Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilised to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured and the same was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0046

The Insurers are ready to cancel both the policy Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilised to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured. This was accepted by the Complainant. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0035/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Dal Chand Vikal
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0047
AWARD NO:IO/DEL/R/LI/0070/2023-2024

1.	Name & Address Of The Complainant	Dal Chand Vikal H.No.804, Gali No.22A, Shahid Bhagat Singh Colony, Karawal Nagar, Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-2762535	0				0		
3.	Name of insured	Dal Chand Vikal						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Dal Chand Vikal						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Dal Chand Vikal (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd.(hereinafter, the Insurers) alleging mis-sale under the subject policies bearing nos. 503-2920794 and 503-2762535

Contention of the complainant:

The subject policy was sold to him in the month of Nov. 2021 on false assurance of Single Premium. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policies Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilized to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured.

Observation and conclusions:

The Insurers vide their mail dated 22.04.2023 is ready to settle the matter as a special case and cancel both the policy Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilised to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured and the same was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0047

The Insurers vide their mail dated 22.04.2023 are ready to settle the matter as a special case and cancel both the policy Nos. 503-2762535 and 503-2920794 and entire premium amount will be utilised to issue New Single Premium Policy. The Policy No.503-2762535 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Kavita as Life Assured. The Policy No.503-2920794 will be cancelled and the new policy will be issued in the name of Mr. Dal Chand Vikal as Policyholder and Ms. Deepika as Life Assured and the same was also accepted by the Complainant. Thus mediation as per Rule 16 of Insurance Ombudsman Rules, 2017 was arrived at between the Complainant and the Insurers.

AWARD NO:IO/DEL/R/LI/0070/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Gaurav Banga
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-021-2324-0081
AWARD NO:IO/DEL/R/LI/0034/2023-2024

1.	Name & Address Of The Complainant	Gaurav Banga 3-c/229, NIT Faridabad						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	A1059879	2500000	04-Jul-2021		04-Jul-2021	0		1
3.	Name of insured	Gaurav Banga						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Mar-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	2545000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	2545001						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Gaurav Banga						
	b)For the Insurer	Ms. Nitu Singh						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Shri Gaurav Banga (hereinafter, the Complainant) has filed this complaint against the ICICI Prudential Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no.A1059879.

Contention of the complainant:

The subject policy was sold to the Complainant on 04.07.2021 with the assurance of loan against the policy. However, the same was denied, when he approached Insurers for sanction of loan for his mother's medical treatment. Subsequently, he approached Insurers on 06.12.2022 seeking cancellation of policy and refund of premium with interest. The Insurers accepted his request for cancellation of policy and refund of premium but denied payment of interest. Hence, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 21.04.2023 have stated that the said policy was issued on 04.07.2021, consequent upon receipt of duly signed proposal form. The policy document was digitally credited via EIA CAMS A/c no. 5000002850670 whereas the first complaint of mis-sale was received in December 2022 i.e. one year and four months from policy issuance. yet they offered refund of premium amounting to Rs. 2294145 post deducting the annuity amount of Rs. 250855/ paid to him - However the complainant desires payment of annuities paid already paid to him, which the Insurer has declined.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to cancel the subject policy and refund the premium subject to the deduction of Rs. 250855/- paid as annuity for one year and nine months. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-021-2324-0081

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy no. A1059879 and refund the premium post deduction of Rs. 250855/- paid as annuity for one year and nine months. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0034/2023-2024
Date:25/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Ashok Kumar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0057
AWARD NO:IO/DEL/R/LI/0040/2023-2024

1.	Name & Address Of The Complainant	Ashok Kumar ASHOK KUMAR S/O CHANDU LAL HOUSE NUMBER RZ -57,F BLOCK DHARMPURA COLONY ,NANGLI SAKRAWATI SOUTH WEST DELHI- 110043						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-2774688	0	30-Sep-2021	14-Sep-2041		0		
3.	Name of insured		Ashok Kumar					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint							
7.	Amount of Claim		35500.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		35500					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Mr Ashok Kumar					
	b)For the Insurer		Mr. Mangesh Mandal					
13.	Complaint how disposed		Recommendation under Rule 16/25.04.2023					

COMPLAINT REF: NO: DEL-L-008-2324-0057

Brief Facts of the Case:

Mr. Ashok Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no.503-2774688

Contention of the complainant:

The subject policy was sold to him in the month of September 2021 on false assurance of cancelling my old Policies. On realizing mis-sale, he approached the Insurance Company but the Insurance Company rejected his request.

Contention of the Respondent:

The Insurers vide their mail dated 21.04.2023 are ready to settle the matter as a customer service gesture wherein they will cancel the captioned policy and refund the premium amount received.

Observation and conclusions:

The Insurance Company has offered vide their mail dated 21.04.2023 to cancel the Policy No. 503-2774688 and refund the premium amount received and the same was also accepted by the complainant vide his mail dated 21.04.2023. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0057

The Insurance Company is ready to cancel the above Policy No. 503-27746688 and refund the premium amount and the same was also accepted by the complainant. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman rules, 2017.

AWARD NO:IO/DEL/R/LI/0040/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - PARVESH KUMAR
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0051
AWARD NO:IO/DEL/R/LI/0041/2023-2024

1.	Name & Address Of The Complainant	PARVESH KUMAR Lok Nayak Puram Pocket A Flat 127 Nangloi najafgarh road bakkarwala new delhi 110041						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-9694378	0	10-Feb-2021	10-Feb-2040		0		
3.	Name of insured	BhartiAXA Life insurance						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint							
7.	Amount of Claim	192000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	192000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Parvesh Kumar						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

COMPLAINT REF: NO: DEL-L-008-2324-0051

Brief Facts of the Case:

Mr. Parvesh Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-9694378

Contention of the complainant:

The subject policy was sold to him in the Feb. 2021 on false assurance of his old insurance policies. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 22.04.2023 is ready to settle the matter as a special case and cancel the subject policy no. 502-9694378 and entire premium amount will be utilized to issue New Single Premium Policy.

Observation and conclusions:

As the Insurers vide their mail dated 22.04.2023 is ready to settle the matter as a special case and cancel the policy No. 502-9694378 and entire premium amount will be utilised to issue New Single Premium Policy which was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0051

As the Insurers ready to cancel the policy Nos. 502-9694378 and entire premium amount will be utilised to issue New Single Premium Policy which was also accepted by the Complainant. Thus the complaint is resolved through Mediation under Rule 16.

AWARD NO:IO/DEL/R/LI/0041/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Rajender Prasad Sharma
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0029
AWARD NO:IO/DEL/R/LI/0042/2023-2024

1.	Name & Address Of The Complainant	Rajender Prasad Sharma RZ-F2/110, Street No. 4, Nasir Pur Road, Mahavir Enclave						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-4083070	0	28-Mar-2022	28-Mar-2032		0		
3.	Name of insured	Rajender Prasad Sharma						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1000000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Rajender Prasad Sharma						
	b)For the Insurer	Mr. Mangesh Mandal						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

Brief Facts of the Case:

Mr. Rajender Kumar Sharma (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 503-4083070

Contention of the complainant:

The subject policy was sold to him in the month of March 2022 on false assurance of maturity amount of Rs.15 lacs in 5 years. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 19.04.2023 are ready to settle the matter as a special case and cancel the policy No. 503-4083070 and entire premium amount will be utilized to issue New Single Premium Policy in the name of Mr. Rajender Prasad Sharma as Policyholder and Mr. Rajat Sundriyal as Life Assured.

Observation and conclusions:

The Insurers vide their mail dated 19.04.2023 are ready to settle the matter as a special case and cancel the policy Nos. 503-4083070 and entire premium amount will be utilized to issue New Single Premium Policy in the name of Mr. Rajender Prasad Sharma as Policyholder and Mr. Rajat Sundriyal as Life Assured. This was also accepted by the Complainant. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0029

The Insurers vide their mail dated 19.04.2023 are ready to settle the matter as a special case and cancel the policy No. 503-4083070 and entire premium amount will be utilised to issue New Single Premium Policy in the name of Mr. Rajender Prasad Sharma as Policyholder and Mr. Rajat Sundriyal as Life Assured.. Thus Mediation was arrived at between the Complainant and the Insurers, as per Rule 16, of Insurance Ombudsman rules, 2017.

AWARD NO:IO/DEL/R/LI/0042/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - VIJAY KUMAR GUPTA
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0060
AWARD NO:IO/DEL/R/LI/0043/2023-2024

1.	Name & Address Of The Complainant	VIJAY KUMAR GUPTA C BLOCK HASTAL ROAD UTTAM NAGAR NEW DELHI						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5965358	251371	31-Aug-2022	31-Aug-2042	31-Aug-2022	0		
3.	Name of insured	BHARTI AXA LIFE INSURANCE						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	42500.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	42500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vijay Kumar Gupta						
	b)For the Insurer	Mr. Mangesh Manda						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

COMPLAINT REF: NO: DEL-L-008-2324-0060

Brief Facts of the Case:

Mr. Vijay Kumar (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 503-5965358

Contention of the complainant:

The subject policy was sold to him in the month of August 2022 on false assurance of giving the benefit of his old policy. On realizing mis-sale, he first approached the Insurance Company for refund of premium which was rejected by the Insurance Company.

Contention of the Respondent:

The Insurers vide their mail dated 21.04.2023 are ready to settle the matter as a customer service gesture wherein they will cancel the captioned policy and refund the premium amount received..

Observation and conclusions:

The Insurance Company has offered vide their mail dated 21.04.2023 to cancel the Policy No. 503-5965358 and refund the premium received and the same was also accepted by the complainant vide his mail dated 21.04.2023. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0060

The Insurance Company is ready to cancel the above Policy No.. 503-5965358 and refund the premium amount received and the same was also accepted by the complainant. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman rules, 2017.

AWARD NO:IO/DEL/R/LI/0043/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Tripti Sharma
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-008-2324-0048
AWARD NO:IO/DEL/R/LI/0039/2023-2024

1.	Name & Address Of The Complainant	Tripti Sharma H.No.2378, 2nd Floor, Gali Nal Wali, Chippiwara, Near Jama Masjid, Gali No.3, Delhi-110006						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-94122144	1786665	11-Nov-2020	11-Nov-2040	11-Nov-2020	0		
3.	Name of insured	Tripti Sharma						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Tripti Sharma						
	b)For the Insurer	Mr. Harpal Singh						
13.	Complaint how disposed	Recommendation under Rule 16/25.04.2023						

COMPLAINT REF: NO: DEL-L-008-2324-0048

Brief Facts of the Case:

Mrs. Tripti Sharma (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policies bearing no. 502-9412144

Contention of the complainant:

The subject policy was sold to her in the month of Nov. 2020 on false assurance of loan. On realizing mis-sale, she first approached the Insurance Company but the Insurance Company rejected her request.

Contention of the Respondent:

The Insurers vide their mail dated 21.04.2023 are ready to settle the matter as a customer service gesture wherein they will cancel the captioned policy and refund the premium amount received..

Observation and conclusions:

The Insurance Company has offered vide their mail dated 21.04.2023 to cancel the Policy No. 502-9412144 and refund the premium received and the same was also accepted by the complainant vide her mail dated 21.04.2023. Thus Conciliation was arrived at between the Complainant and the Insurers.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-008-2324-0048

The Insurance Company is ready to cancel the above Policy No. 502-9412144 and refund the premium amount received and the same was also accepted by the complainant. Thus the complaint is resolved through Mediation under Rule 16, of Insurance Ombudsman rules 2017.

AWARD NO:IO/DEL/R/LI/0039/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Meenu Joshi
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0018
AWARD NO:IO/DEL/R/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Meenu Joshi C-2/155, First Floor, Raju Park,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23984577	0				0		
3.	Name of insured	Meenu Joshi						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	06-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Meenu Joshi						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Smt. Meenu Joshi (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 23953555 and 23984577.

Contention of the complainant:

The complainant was sold the subject policy on 13.09.2021 and on 30.09.2021. She alleged that she was sold the subject policies with false promise of returns, liquidity and recovery of premium of old policies. On realizing the mis-sale, she approached the insurance company on 10.02.2023 for cancellation and refund of policy amount, but the insurer rejected her request on 21.02.2023. She again represented on 06.03.2023 but no reply has been received from the company. Now the complainant approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 14.04.2023 have stated that the subject policies were issued on 13.09.2021 and on 30.09.2021 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 18.09.2021 & 06.10.2021 via Blue Dart courier and delivered to the complainant on 21.09.2021 and 14.10.2021. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. The Company had also made payment of Rs.6555.97/- on 15.09.2022 under policy no. 23953555 and Rs.20939.85/- on 05.10.2022 under policy number 23984577 as cash bonus payout as per product terms and conditions. She approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 03.11.2022 which was rejected by the Insurance Company on 21.12.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject Policy and refund the premium amount, after deducting for the GST charges, stamp duty charges, cost of insurance and cash benefit payout, within 30 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0018

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy Nos. 23953555 & 23984577 and refund the premium amount, after deducting for the GST charges, stamp duty charges , cost of insurance and cash benefit payout within 30 days.

AWARD NO:IO/DEL/R/LI/0008/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name :
CASE OF COMPLAINANT - Krishna Singh
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0014
AWARD NO:IO/DEL/R/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Krishna Singh E-499, wAZIRPUR INDUSTRIAL AREA						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24574140	0				0		
3.	Name of insured	Krishna Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	75000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	18-Apr-2023						
	Place of hearing	New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Krishna Singh						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed							

Brief Facts of the Case:

Shri Krishna Singh (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24530411 & 24574140.

Contention of the complainant:

The complainant was sold the subject policies on 12.09.2022 and on 30.09.2022. He alleged that he was sold the subject policies without his knowledge and consent. On realizing the fact, he approached the insurance company on 05.01.2023 for cancellation and refund of policy amount, but the insurer rejected her request on 17.01.2023. He again represented on 07.02.2023 but the Insurance Company rejected it again on 09.02.2023. Now the complainant approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policies were issued on 12.09.2022 and 30.09.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 14.09.2022 and 08.10.2022 via Blue Dart courier and delivered to the complainant on 16.09.2022 and 10.10.2022. The Company had also made PIVV call, explaining the features of the policies but the Complainant did not raise any concern. He approached the Company to cancel the policies and refund the amount with allegation of mis-selling on 21.02.2023 which was rejected by the Insurance Company on 07.03.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject Policy nos 24530411 & 24574140 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0014

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy nos 24530411 & 24574140 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days.

**AWARD NO:IO/DEL/R/LI/0010/2023-2024
Date:19/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Nanak Chand
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0066
AWARD NO:IO/DEL/R/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Nanak Chand H.No.1915 Gali Ahiran Subzi Mandi Malka Ganj Delhi-110007						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420170640E	0				0		
3.	Name of insured	Nanak Chand						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	115000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Nanak Chand						
	b)For the Insurer	Masiruddin Shaikh						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Nanak Chand (hereinafter referred to as the Complainant) has filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale under the subject policy numbers 420170640E.

Contention of the complainant:

The subject policies were sold to the complainants on 25.06.2022 under the pretext of single premium. On realizing mis-sale, he approached Insurance Company for cancellation of policy on 10.09.2022 but the same was rejected by the Insurance Company on 06.10.2022. The Complainant represented to the Insurance Company against their decision on 21.02.2023 but no specific reply has been given by the Insurance Company. Now they have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 13.04.2023 have stated that the subject policy was issued on 25.06.2022 on the basis of duly filled proposal form to secure his life. The policy document was dispatched via Speed post and delivered to him on 04.07.2022. The complainant did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made PIVC whereby all terms and benefits of the policies were duly explained to the Complainant. The Complainant approached the Insurance Company with their complaint vide mail dtd. 10.09.2022 which is after lapse of two (2) months from expiry of free look period which was replied vide mails dated 12.09.2022, 30.09.2022& 06.10.2022.

Observation and conclusions:

At this stage, the Insurers offer to cancel the subject Policy and utilize the premium amount received to issue a new single-premium policy with lock-in period of 5 years and no free-look option. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0066

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject policy bearing no. 420170640E and utilize the premium amount received to issue a new single-premium policy with lock-in period of 5 years and no free-look option.

Parties should implement this agreement within 30 days.

AWARD NO:IO/DEL/R/LI/0016/2023-2024
Date:19/Apr/2023

INSURANCE OMBUDSMAN
Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Tarsem Lal Sohpaal
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0062
AWARD NO:IO/DEL/R/LI/0011/2023-2024

1.	Name & Address Of The Complainant	Tarsem Lal Sohpaal House No. 113B, DG-2, Vikas Puri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	400350776E	0				0		
3.	Name of insured	Tarsem Lal Sohpaal						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	14-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	447000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Tarsem Lal Sohpaal & Vivek T Kumar						
	b)For the Insurer	Masiruddin Shaikh						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Vivek T Kumar/ Shri Tarsem Lal Sohpaal (hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale under the subject policy numbers 400350776E, 420007524E, 400304022E & 400299612E.

Contention of the complainant:

The complainants were sold the subject policies on pretext to get prize of Rs. 13.70 Lakhs out of unclaimed fund and to get the prize money he has to take fresh policies. On realizing mis-sale, they approached the Insurance Company for cancellation and refund of policy amount but the Insurer rejected their request on 13.10.2022. They again represented against their decision but the Insurance Company did not give any reply. Now the complainants have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 13.04.2023 have stated that the said policies were issued on the basis of duly filled and accepted proposal form to secure their life. The policy documents were dispatched via Speed Post and delivered to the Complainants. The complainants did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made Pre-Issuance Verification call and the Complainants were completely aware of the plan summary and the benefits under the policy. The Complainants approached the Insurance Company with their complaint on 01.12.2021 which is after lapse of one (1) year and three (3) months from expiry of free look period which was responded on 13.12.2021.

Observation and conclusions:

During hearing, the Insurers offered to cancel the subject three (3) policy nos 400350776E, 420007524E and 400299612E and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0062

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject three (3) policy nos 400350776E, 420007524E and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The recommendation shall be complied within 30 days.

AWARD NO: IO/DEL/R/LI/0011/2023-2024

Date: 19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Krishna Singh
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0013
AWARD NO:IO/DEL/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Krishna Singh E-499, wAZIRPUR INDUSTRIAL AREA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24530411	0				0		
3.	Name of insured	Krishna Singh						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	75000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Krishna Singh						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Krishna Singh (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24530411 & 24574140.

Contention of the complainant:

The complainant was sold the subject policies on 12.09.2022 and on 30.09.2022. He alleged that he was sold the subject policies without his knowledge and consent. On realizing the fact, he approached the insurance company on 05.01.2023 for cancellation and refund of policy amount, but the insurer rejected her request on 17.01.2023. He again represented on 07.02.2023 but the Insurance Company rejected it again on 09.02.2023. Now the complainant approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policies were issued on 12.09.2022 and 30.09.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 14.09.2022 and 08.10.2022 via Blue Dart courier and delivered to the complainant on 16.09.2022 and 10.10.2022. The Company had also made PIVV call, explaining the features of the policies but the Complainant did not raise any concern. He approached the Company to cancel the policies and refund the amount with allegation of mis-selling on 21.02.2023 which was rejected by the Insurance Company on 07.03.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject Policy nos 24530411 & 24574140 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0013

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy nos 24530411& 24574140 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days.

AWARD NO:IO/DEL/R/LI/0009/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Meenu Joshi
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0017
AWARD NO:IO/DEL/R/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Meenu Joshi C-2/155, First Floor, Raju Park,						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23953555	296650			13-Sep-2021	296650	25	12
3.	Name of insured	Meenu Joshi						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	06-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	129999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	18-Apr-2023						
	Place of hearing	New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Meenu Joshi						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Smt. Meenu Joshi(hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 23953555 and 23984577.

Contention of the complainant:

The complainant was sold the subject policy on 13.09.2021 and on 30.09.2021. She alleged that she was sold the subject policies with false promise of returns, liquidity and recovery of premium of old policies. On realizing the mis-sale, she approached the Insurance Company on 10.02.2023 for cancellation and refund of policy amount, but the Insurer rejected her request on 21.02.2023. She again represented on 06.03.2023 but no reply has been received from the company. Now the complainant approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 14.04.2023 have stated that the subject policies were issued on 13.09.2021 and on 30.09.2021 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 18.09.2021 & 06.10.2021 via Blue Dart courier and delivered to the complainant on 21.09.2021 and 14.10.2021. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. The Company had also made payment of Rs.6555.97/- on 15.09.2022 under policy no. 23953555 and Rs.20939.85/- on 05.10.2022 under policy number 23984577 as cash bonus payout as per product terms and conditions. She approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 03.11.2022 which was rejected by the Insurance Company on 21.12.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offer to cancel the subject Policy and refund the premium amount, after deducting for the GST charges, stamp duty charges, cost of insurance and cash benefit payout within 30 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0017

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy Nos 23953555 & 23984577 and refund the premium amount, after deducting for the GST charges, stamp duty charges , cost of insurance and cash benefit payout within 30 days.

AWARD NO:IO/DEL/R/LI/0007/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Vivek T Kumar
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0063
AWARD NO:IO/DEL/R/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Vivek T Kumar House No. 113B, DG-2, Vikas Puri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420007524E	0				0		
3.	Name of insured	Vivek T Kumar						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	14-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	447000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Vivek T Kumar						
	b)For the Insurer	Masiruddin Shaikh						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Vivek T Kumar /Shri Tarsem Lal Sohpaal(hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (herein after referred to as the Insurer or the Respondent Insurance Company) alleging mis-sale under the subject policy numbers 400350776E, 420007524E, 400304022E & 400299612E.

Contention of the complainant:

The complainants were sold the subject policies on pretext to get prize of Rs. 13.70 Lakhs out of unclaimed fund and to get the prize money he has to take fresh policies. On realizing mis-sale, they approached the Insurance Company for cancellation and refund of policy amount but the Insurer rejected their request on 13.10.2022. They again represented against their decision but the Insurance Company did not give any reply. Now the complainants have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 13.04.2023 have stated that the said policies were issued on the basis of duly filled and accepted proposal form to secure their life. The policy documents were dispatched via Speed Post and delivered to the Complainants. The complainants did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made Pre-Issuance Verification call and the Complainants were completely aware of the plan summary and the benefits under the policy. The Complainants approached the Insurance Company with their complaint on 01.12.2021 which is after lapse of one (1) years and three (3) month from expiry of free look period which was responded on 13.12.2021.

Observation and conclusions:

During hearing, the Insurers offered to cancel the subject three (3) policy nos 400350776E, 420007524E and 400299612E and utilize the proceeds hitherto to issue a single premium policy with no freelook cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0063

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject three (3) policy nos 400350776E, 420007524E and utilize the proceeds hitherto to issue a single premium policy with no freelook cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0012/2023-2024
Date:19/Apr/2023

INSURANCE OMBUDSMAN
Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Shikha Asri
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0016
AWARD NO:IO/DEL/R/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Shikha Asri B-15, Ground Floor, Mansarovar Garden New Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24631093	478470	23-Nov-2022		23-Nov-2022	47847	20	10
3.	Name of insured		Shikha Asri					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		03-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		50000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		18-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Shikha Asri					
	b)For the Insurer		Priya Dwivedi					
13.	Complaint how disposed		Recommendation under Rule 16/ 18.04.2023					

Brief Facts of the Case:

Smt. Shikha Asri (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 24631093.

Contention of the complainant:

The complainant was sold the subject policy on 23.11.2022. She alleged that she was sold the subject policy with false promise of recovery of commission of old policy with generation of agent code. On realizing that she did not get any commission, she approached the Insurance Company on 03.03.2023 for cancellation and refund of policy amount, but the Insurer rejected her request on 07.03.2023. She again represented on 13.03.2023 but no reply has been received from the company. Now the complainant approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policy was issued on 23.11.2022 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 26.11.2022 via Blue Dart courier and delivered to the complainant on 30.11.2022. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. He approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 13.02.2023 which was rejected by the Insurance Company on 23.02.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments. At this stage, the Insurers offers to cancel the subject Policy no.24631093 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0016

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject Policy no.24631093 and refund the premium amount, after deducting for the GST charges, stamp duty charges and cost of insurance, within 30 days.

AWARD NO:IO/DEL/R/LI/0015/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Vivek T Kumar
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0064
AWARD NO:IO/DEL/R/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Vivek T Kumar House No. 113B, DG-2, Vikas Puri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	400304022E	0				0		
3.	Name of insured	Vivek T Kumar						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	14-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	447000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Tarsem Lal Sohpaal & Vivek T Kumar						
	b)For the Insurer	Masiruddin Shaikh						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Vivek T Kumar/Shri Tarsem Lal Sohpaal (hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (herein after referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale under the subject policy numbers 400350776E, 420007524E, 400304022E& 400299612E.

Contention of the complainant:

The complainants were sold the subject policies on pretext to get prize of Rs. 13.70 Lakhs out of unclaimed fund and to get the prize money he has to take fresh policies. On realizing mis-sale, they approached the Insurance Company for cancellation and refund of policy amount but the Insurer rejected their request on 13.10.2022. They again represented against their decision but the Insurance Company did not give any reply . Now the complainants have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 13.04.2023 have stated that the said policies were issued on the basis of duly filled and accepted proposal form to secure their life. The policy documents were dispatched via Speed Post and delivered to the Complainants . The complainants did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made Pre-Issuance Verification call and the Complainants were completely aware of the plan summary and the benefits under the policy. The Complainants approached the Insurance Company with their complaint on 01.12.2021 which is after lapse of one (1) years and three (3) month from expiry of free look period which was responded on 13.12.2021.

Observation and conclusions:

During hearing, the Insurers offered to cancel the subject three (3) policy nos 400350776E, 420007524E and 400299612E and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0064

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject three (3) policy nos 400350776E, 420007524E and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The recommendation shall be complied within 30 days.

AWARD NO: IO/DEL/R/LI/0013/2023-2024

Date: 19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Vivek T Kumar
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: DEL-L-014-2324-0065
AWARD NO:IO/DEL/R/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Vivek T Kumar House No. 113B, DG-2, Vikas Puri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	400299612E	0				0		
3.	Name of insured	Vivek T Kumar						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	14-Feb-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	447000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Tarsem Lal Sohpaal & Vivek T Kumar						
	b)For the Insurer	Masiruddin Shaikh						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Vivek T Kumar / Shri Tarsem Lal Sohpaal(hereinafter referred to as the Complainant) have filed this complaint against Edelweiss Tokio Life Insurance Co. Ltd (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale under the subject policy numbers 400350776E, 420007524E, 400304022E & 400299612E.

Contention of the complainant:

The complainants were sold the subject policies on pretext to get prize of Rs. 13.70 Lakhs out of unclaimed fund and to get the prize money he has to take fresh policies. On realizing mis-sale, they approached the Insurance Company for cancellation and refund of policy amount but the Insurer rejected their request on 13.10.2022. They again represented against their decision but the Insurance Company did not give any reply. Now the complainants have approached this forum for relief.

Contention of the Respondent:

The Insurers in their self contained note dated 13.04.2023 have stated that the said policies were issued on the basis of duly filled and accepted proposal form to secure their life. The policy documents were dispatched via Speed Post and delivered to the Complainants. The complainants did not raise any objection for cancellation of the policies within Free Look Period of 15 days from the date of receipt of the policy. The company also made Pre-Issuance Verification call and the Complainants were completely aware of the plan summary and the benefits under the policy. The Complainants approached the Insurance Company with their complaint on 01.12.2021 which is after lapse of one (1) years and three (3) month from expiry of free look period which was responded on 13.12.2021.

Observation and conclusions:

During hearing, the Insurers offered to cancel the subject three (3) policy nos 400350776E, 420007524E and 400299612E and utilize the proceeds hitherto to issue a single premium policy with no free look cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-014-2324-0065

The complaint is settled by way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the subject three (3) policy nos 400350776E, 420007524E and utilize the proceeds hitherto to issue a single premium policy with no freelook cancellation; lock-in period of 5 years and refund of the balance premium received under policy number 400304022E. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0014/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Diptawan Pradhan
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0032
AWARD NO:IO/DEL/R/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Diptawan Pradhan A -29 Jain Park, matiala road, gali no.3, uttam nagar, New Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23864583	200000			28-Jul-2021	0	10/10	30627.36
3.	Name of insured	Diptawan Pradhan						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	60000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	90000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Diptawan Pradhan						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Diptawan Pradhan(hereinafter, the Complainant) has filed thiscomplaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, theInsurers) alleging mis-sale under the subject policy bearing no. 23864583.

Contention of the complainant:

The complainant was sold the subject policy on 28.07.2021. He alleged that policy was mis-sold to him with wrong information that he would get commission on the cancellation of existing old policy. He was issued new policy but the old policy was not cancelled. He approached the Insurance Company with his grievance on 31.01.2023 which was rejected by the Insurance Company on 13.02.2023 with advise to approach to Insurance ombudsman. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policy was issued on 28.07.2021 onthe basis of duly filled up and signed Proposal Form, and all other relevantdocuments. The policy document containing schedule, terms and conditions weredispatched on 03.08.2021 via Blue Dart courier and delivered to the complainanton 05.08.2021. The Company had also made PIVV call, explaining the features ofthe policy but the Complainant did not raise any concern. He approached theCompany to cancel the policy and refund the amount with allegation ofmis-selling on 31.01.2023 which was rejected by the Insurance Company on 13.02.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments .

The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 05.08.2021. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls as he was satisfied with the policy terms and conditions. The Complainant appears to be confused and ambivalent whether to continue with the policy or not . The Insurers explained the features of the policy and advised him to continue the same . The allegation of mis-sale against the Insurers is not justified . The Complainant was persuaded to continue the policy and the Complainant agreed to pay renewal premium for remaining years.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0032

The Complainant was persuaded to continue the policy and the Complainant agreed to pay renewal premium for remaining years. Complaint is resolved by way of Mediation.

AWARD NO:IO/DEL/R/LI/0006/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Rishab Kumar
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0012
AWARD NO:IO/DEL/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Rishab Kumar 4/76, Khichripur New Delhi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23986621	398720			30-Sep-2021	39872	56	12
3.	Name of insured	Rishab Kumar						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	41666						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Rishab Kumar						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	Recommendation under Rule 16/ 18.04.2023						

Brief Facts of the Case:

Shri Rishab Kumar (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 23986621.

Contention of the complainant:

The complainant was sold the subject policy on 30.09.2021 on the pretext of sanction of loan of Rs.5lakh. On realizing mis-sale, he approached the Insurance Company with his grievance on 24.02.2023 which was rejected by the Insurance Company on 10.03.2023 with advice to escalate the matter to GRO of the Insurance Company or raise it with Insurance Ombudsman. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policy was issued on 30.09.2021 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 05.10.2021 via Blue Dart courier and delivered to the complainant on 09.10.2021. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. The Insurance Company received a request for mode change which was processed on 23.08.2022. He approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 21.10.2022 which was rejected by the Insurance Company on 10.03.2023.

Observation and conclusions:

Case called. Parties are present and recall their arguments .

The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Speed post on 09.10.2021. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls as he was satisfied with the policy terms and conditions. The Complainant appears to be confused and ambivalent whether to continue with the policy or not . The Insurers explained the features of the policy and advised him to continue the same . The allegation of mis-sale against the Insurers is not justified . The Complainant was persuaded to continue the policy and the Complainant agreed to pay renewal premium for remaining years.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-033-2324-0012

The Complainant was persuaded to continue the policy and the Complainant agreed to pay renewal premium for remaining years. Complaint is resolved by way of Mediation.

AWARD NO:IO/DEL/R/LI/0005/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Syed Qumrul Huda
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: DEL-L-033-2324-0015
AWARD NO:IO/DEL/A/LI/0017/2023-2024

1.	Name & Address Of The Complainant	Syed Qumrul Huda M-14, Batla House, Okhla						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23740886	6825000			26-Mar-2021	350000	68	5
3.	Name of insured		Kashful Huda					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		03-Apr-2023					
6.	Nature of Complaint		Mis-sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		350000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		18-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Syed Qumrul Huda					
	b)For the Insurer		Priya Dwivedi					
13.	Complaint how disposed		Award under Rule 17/ 18.04.2023					

Brief Facts of the Case:

Shri Syed Qumrul Huda (hereinafter, the Complainant) has filed this complaint against the PNB MetLife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 23740886.

Contention of the complainant:

The complainant was sold the subject policy on 26.03.2021 on the pretext of fixed deposit. On realizing mis-sale, he approached the Insurance Company with his grievance on 15.12.2022 which was rejected by the Insurance Company on 20.12.2022. He again represented to Insurance Company on 29.12.2022 which was again rejected by the Insurance Company. Now, he has approached this forum for relief

Contention of the Respondent:

The Insurers, vide SCN dated 13.04.2023 have stated that the subject policy was issued on 26.03.2021 on the basis of duly filled up and signed Proposal Form, and all other relevant documents. The policy document containing schedule, terms and conditions were dispatched on 01.04.2021 via Blue Dart courier and delivered to the complainant on 03.04.2021. The Company had also made PIVV call, explaining the features of the policy but the Complainant did not raise any concern. He approached the Company to cancel the policy and refund the amount with allegation of mis-selling on 15.12.2022 which was rejected by the Insurance Company on 20.12.2022

Observation and conclusions:

Case called. Parties are present and recall their arguments.

The subject policy was issued upon submission of duly filled and signed Proposal Form, all other relevant declarations and initial premium; and that policy bond was delivered to the Complainant via Blue Dart courier and delivered to the Complainant on 03.04.2021. The terms & conditions were duly explained to the Complainant through pre-issuance verification calls. The Complainant stated that he did not raise any concern with the Insurers after receiving the policy or during the verification calls. The Insurers, during argument, stated that PIV call done and all terms and conditions were explained. The Complainant was educated enough as he was advocate by profession with annual income of Rs. 15 lakhs as stated in proposal form. He could ask for cancellation within Free Look Period but the Complainant approached the Company in December 2022 for cancellation. The Insurer also offered to convert the premium amount in single premium policy which was not accepted by the Complainant and insisted to refund the amount with interest. Since both the parties did not agree for mediation, the facts of the case were studied thoroughly and concluded that the Complainant had himself decided to ignore all the options provided to him by the Insurers to prevent any mis-sale. Pursuantly, the allegation of mis-sale against the Insurers is not justified and the complaint deserves to be rejected.

AWARD

COMPLAINT REF: NO: DEL-L-033-2324-0015

The Complaint is rejected.

AWARD NO:IO/DEL/A/LI/0017/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Bhargava
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-019-2324-0008
AWARD NO:IO/DEL/R/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Amit Bhargava B-1077,GF Front Side,Green Field Coloony Faridabad,Haryana-121010						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	19293167	465334				0		
3.	Name of insured	Amit Bhargava						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	17-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Amit Bhargava						
	b)For the Insurer	Kunal Kaura						
13.	Complaint how disposed	Under Rule 16						

Brief Facts of the Case:

Shri Amit Bhargava (hereinafter, the Complainant) has filed this complaint against the HDFC Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing number 19293167.

Contention of the complainant:

The complainant has complained that his father purchased a policy in his name. The subject policy was purchased as a single premium policy and he told his father to take refund in next year. When, his father visited the office then he came to know the fact this was a 7 year plan, then he approached the Insurers on 29.10.2022 for cancellation and refund of policy premium on the basis of aforesaid allegations but the Insurer declined his request on 23.12.2022. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 06.04.2023 have stated that the subject policy bearing number 19293167 was issued on 15.05.2017, consequent upon receipt of duly signed proposal form, printed illustrations, declarations and the policy documents which was delivered on 19.05.2017 through blue dart via pod no. 34174833571 by registered post. The Complainant raised his concern on 13.08.2020 after 3 years from the expiry of free-look period. Hence his request for cancellation of policies could not be accepted.

Observation and conclusions:

During hearing, the complainant has complained that his father purchased a policy in his name. The subject policy was purchased as a single premium policy and he told his father to take refund in next year. When, his father visited the office then he came to know the fact that this was a 7 year plan, then he approached the Insurers on 29.10.2022 for cancellation and refund of policy premiums. So, the Insurers offered to cancel the subject policy and issue a single premium policy with 5 year lock-in period and the term 10 years. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-019-2324-0008

The complaint is settled by the way of mediation between the complainant and the Insurers. Accordingly, the Insurers shall cancel the policy and issue a single premium policy with a lock-in period 5 years and 10 years term. The above recommendation shall be complied within 30 days, under Rule 16 of the Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0004/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Awakash Kumar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-019-2324-0023
AWARD NO:IO/DEL/R/LI/0002/2023-2024

1.	Name & Address Of The Complainant	Awakash Kumar A-68, First Floor, Pandav nagar, New Delhi-110092						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24780661	405397	23-Mar-2022	23-Mar-2052	23-Mar-2022	0		
3.	Name of insured	Awaksh Kumar						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	70500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	17-Apr-2023 Delhi						
12.	Representation at the hearing							
	a) For the Complainant	Awaksh Kumar						
	b) For the Insurer	Kunal Auora						
13.	Complaint how disposed	Under Rule 16						

Brief Facts of the Case:

Mr. Awakash Kumar (herein after referred to as the Complainant) has filed this complaint against the decision of the HDFC Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging Mis-sale under the subject policy bearing number 24780661." data-richtext="init">

Mr. Awakash Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the HDFC Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging Mis-sale under the subject policy bearing number 24780661.

Contention of the complainant:

The Complainant had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the final full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022. The Insurers rejected his request on 20.03.2023, he has now approached this forum for relief." data-richtext="init">

a. The Complainant had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the final full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022. The Insurers rejected his request on 20.03.2023, he has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 10.04.2023 have contended that the subject policies bearing numbers 24780661 was issued on 22.02.2022 & 24.03.2022 consequent upon receipt of duly signed proposal forms, EPDF policy documents delivered to him on his registered Email Id on 23.02.2022 & 26.03.2022. No concern was raised during the free look period available to him. The complainant suddenly on 29.04.2022 raised concerns about the discrepancy into solicitation and features of policy. The policy no.24780661 has already been cancelled by Insurers. However, no concern was raised 19.04.2022 which is after about delay of 2 months including the duration of free look period. Thus the allegations made by the complainant in policy no.24673013 are false and incorrect. Hence the present complaint is liable to be dismissed without any relief." data-richtext="init">

17. The Insurers vide SCN dated 10.04.2023 have contended that the subject policies bearing numbers 24780661 was issued on 22.02.2022 & 24.03.2022 consequent upon receipt of duly signed proposal forms, EPDF policy documents delivered to him on his registered Email Id on 23.02.2022 & 26.03.2022. No concern was raised during the free look period available to him. The complainant suddenly on 29.04.2022 raised concerns about the discrepancy into solicitation and features of policy. The policy no.24780661 has already been cancelled by Insurers. However, no concern was raised 19.04.2022 which is after about delay of 2 months including the duration of free look period. Thus the allegations made by the complainant in policy no.24673013 are false and incorrect. Hence the present complaint is liable to be dismissed without any relief.

Observation and conclusions:

During the hearing, the Complainant had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the final full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022. So, the Insurers offered to cancel the subject policy and refund the premiums under the policy number 24780661. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case." data-richtext="init">

During the hearing, the Complainant had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the final full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022. So, the Insurers offered to cancel the subject policy and refund the premiums under the policy number 24780661. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-019-2324-0023

The complaint is settled by the way of mediation between the complainant and the Insurers. accordingly, the Insurers shall refund the premiums underÂ policy number 24780661. The above recommendation shall be complied within 30 days, under Rule 16 of the Insurance Ombudsman Rules,2017.

" data-richtext="init">

The complaint is settled by the way of mediation between the complainant and the Insurers. accordingly, the Insurers shall refund the premiums underÂ policy number 24780661. The above recommendation shall complied within 30 days, under Rule 16 of the Insurance Ombudsman Rules,2017.

**AWARD NO:IO/DEL/R/LI/0002/2023-2024
Date:17/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Awkash Kumar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-019-2324-0019
AWARD NO:IO/DEL/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Awkash Kumar A-68, Pandav Nagar New Delhi-110092						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24673013	391629	14-Feb-2022		14-Feb-2022	0		
3.	Name of insured	Awaksh Kumar						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	70500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	17-Apr-2023						
	Place of hearing	Delhi						
12.	Representation at the hearing							
	a) For the Complainant	Awkash Kumar						
	b) For the Insurer	Kunal Kaura						
13.	Complaint how disposed	under Rule 16						

Brief Facts of the Case:

Mr. Awakash Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the HDFC Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging Mis-sale under the subject policy bearing number 24673013.

Contention of the complainant:

a. The Complainant had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the final full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022. The Insurers rejected his request on 20.03.2023, he has now approached this forum for relief.

Contention of the Respondent:

17. consequent upon receipt of duly signed proposal forms, EPDF policy documents delivered to him on his registered Email Id on 23.02.2022 & 26.03.2022. No concern was raised during the free look period available to him. The complainant suddenly on 29.04.2022 raised concerns about the discrepancy into solicitation and features of policy. However, no concern was raised in policy no. 24673013 till 19.04.2022 which is after about delay of 2 months including the duration of free look period. Thus the allegations made by the complainant in policy no.24673013 are false and incorrect. Hence the present complaint is liable to be dismissed without any relief.

Observation and conclusions:

During the hearing, Complainant said that he had purchased the subject policies from the agent in the month of February 2022. The agent lured him and told that he will settle the full and final amount of his PNB Met life's policy. The agent took sum of Rs.26500/- and issued a new policy. The complainant raised his complaint on 29.04.2022 and 31.12.2022 for cancellation of policy and refund of premiums. So, the Insurers offered to cancel the subject policy and refund the premiums under the policy number 24673013. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-019-2324-0019

The complaint is settled by the way of mediation between the complainant and the Insurers. accordingly, the Insurers shall refund the premiums under policy number 24673013. The above recommendation shall complied within 30 days, under Rule 16 of the Insurance Ombudsman Rules,2017.

**AWARD NO:IO/DEL/R/LI/0003/2023-2024
Date:17/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Wasim Siddique
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-036-2324-0007
AWARD NO:IO/DEL/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Wasim Siddique 6257, Gali Mahadev Bara Hindu Rao, Delhi-110006						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53612050	1758410	05-Dec-2019	05-Dec-2034	05-Dec-2019	0		
3.	Name of insured	Wasim Siddiqui						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	06-Apr-2023						
6.	Nature of Complaint	Mis-sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	800000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Delhi						
12.	Representation at the hearing							
	a) For the Complainant	Wasim Siddiqui						
	b) For the Insurer	Animesh Mishra						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Wasim Siddiqui (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Reliance Nippon Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging mis-sale under the subject policy bearing number 53612050.

Contention of the complainant:

The subject policy was mis-sold to him in the month of December 2019 by an employee of RNLIC (Tarun Arora). At the time of purchase of above policy the agent told him that he has to pay only for 5 years and after 5 years, he can withdraw the full amount with interest. But at the time of his 4th premium in December 2022 in Branch Office, he came to know that this is a 15 years policy and he has to pay for 10 years. On realization that they fooled him, when he became aware of mis-sale, he approached the Insurer on 25.02.2023 for cancellation and refund of premium, but Insurer rejected his request on 08.03.2023. Now, he has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 03.04.2023 have contended that the subject policy bearing number 53612050 was issued 05.12.2019 after getting duly signed, filled proposal form through physical login and dispatched through blue dart vide registered post on 09.12.2019. The Complainant first approached them on 25.02.2023, after the expiry of free look period. Due to this reason, his request could not be accepted.

Observation and conclusions:

During hearing, the complainant complained that the subject policy was mis-sold to him in the month of December 2019 by an employee of RNLIC (Tarun Arora). At the time of purchase of above policy the agent told him that he has to pay only for 5 years and after 5 years, he can withdraw the full amount with interest. But at the time of his 4th premium in December 2022 in Branch Office, he came to know that this is a 15 years policy and he has to pay for 10 years. On realization that they fooled him, he became aware of mis-sale, he approached the Insurer on 25.02.2023 for cancellation. So, the Insurers offered to cancel the policy and issue a single premium policy with 5 year lock-in period and the term 15 years. The complainant accepted this offer. Thus conciliation was arrived at between the complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-036-2324-0007

The complaint is settled by the way of mediation between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the above policy and issue a single premium policy with a lock-in period 5 year and 15 years term. The above recommendation shall be complied within 30 days, under Rule 16 of Insurance Ombudsman Rules, 2017.

AWARD NO:IO/DEL/R/LI/0001/2023-2024

Date:13/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati
(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : SHRI SOMNATH GHOSH

CASE OF COMPLAINANT - RAJU BARUAH

VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF: NO: G UW-L-046-2324-0004

AWARD NO: IO/GUW/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	RAJU BARUAH GUWAHATI																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>C221380884</td><td>3300000</td><td>27-Nov-2020</td><td>26-Nov-2037</td><td>27-Nov-2020</td><td>315500</td><td>17/Annual</td><td>12</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	C221380884	3300000	27-Nov-2020	26-Nov-2037	27-Nov-2020	315500	17/Annual	12	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
C221380884	3300000	27-Nov-2020	26-Nov-2037	27-Nov-2020	315500	17/Annual	12											
3.	Name of insured	RAJU BARUAH																
4.	Name of the insurer/broker	Tata AIA Life Insurance Co. Ltd.																
5.	Date of receipt of the Complaint	01-Apr-2023																
6.	Nature of Complaint	Mis-selling																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	313500																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	24-Apr-2023 Guwahati																
12.	Representation at the hearing																	
	a) For the Complainant	Mr Raju Baruah (on line)																
	b) For the Insurer	Mr Anupam Halder																
13.	Complaint how disposed																	

Brief Facts of the Case:

(i) The Claimant Mr Raju Baruah had opted for purchasing a life insurance policy from Tata AIA Life Insurance Co Ltd, the Respondent Insurer, on his own life on 22.11.2020 .

(ii) Accordingly Mr Raju Baruah have paid Rs.3,13,500.00 to the Respondent Insurer with an understanding that the policy will be issued on Single mode of Premium .

(iii) On receipt of the policy document the complainant realised that the policy was not issued as per option exercised during the proposal stage.

(iv) Being dissatisfied with the RI and the intermediaries he approached this forum for justice

Contention of the complainant:

Policy No: C221380884 issued on 27.11.2020 on the life of Mr Raju Baruah for SA worth Rs.33,00,000/-under Annual mode of premium payable @ Rs.3,13,500.00 for 12 Yrs (Policy Term 17 Yrs.). The complainant stated that he had opted to purchase the policy under Single mode of premium payable . On receipt of the Policy document the complainant realised that the policy has been issued under Annual mode of Premium payable for 12 years instead of Single mode as proposed by him

Contention of the Respondent:

(a) The policy has been sourced and issued post receipt of documents and consent from the proposer for issuing the policy.

(b) The complainant have submitted the on line Proposal Form and authenticated all the particulars furnished through OTP.

(c) All the features and details of the plan were clearly explained to the complainant at the time of applying for the insurance policy. The Policy holder has duly filled up and signed the proposal forms after completely understanding the features, risk, Charges, benefits and terms and condition thereof and submitted his applications.

(d) The Respondent Insurer has conducted a video PSC call before issuance of the policy wherein the customer service officials of the Insurance company made proper explanation in respect of the details of terms and condition about the policy .

(e) That the policy documents along with supporting documents were delivered to his registered address by India post vide AWB # EW681825965IN on 24.12.2020 with an option for cancellation within 15 days.

(f) The Complainant first applied to the Insurance company for cancellation of the policy on 18.03.2023 i.e after 2 years 3 months from issuance of policy.

(g) That, after evaluating the documents and records for the subject policy, Insurance Company was unable to consider the request of the complainant as there was no mis selling involved as policy document were duly sent and received by the policy holder, but the complainant approached outside the free look period of the aforesaid policy.

Observation and conclusions:

During the course of the Hearing, the Complainant stated that he has been issued Life Insurance Value Income Plan Policy of the Respondent Insurer commencing on 27.11.20. Annual Premium payable Rs 313500 including taxes with premium payment term of 12 years. The Complainant stated that he was given to understand that this is a single premium Policy and he could only pay the initial premium. He expressed his inability to pay further premium instalments and appealed for refund of the premium amount paid.

The representative of the Respondent Insurer denied any mis-selling of the Policy. He stated that the Complainant had completed the Proposal Form and also gave his confirmation to the issuance of the Policy during PIVC. Being an educated person, the Complainant should have been well aware of the Policy Terms and Conditions from the Policy document received by him. He has raised this Complaint after almost two years of Policy commencement. Hence his request for premium refund could not be entertained.

This Forum acknowledged the contentions of the Respondent Insurer but queried further considering the financial status of the Complainant as explained by him. The RI agreed to convert the premium amount paid into a market linked Single Premium Policy with no free-look period and redeemable after five years. The Complainant gave his consent to such proposal. Hence the Complaint is deemed to be Resolved on **MEDIATION** basis.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: G UW-L-046-2324-0004

This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. The Respondent Insurer is Directed to cancel the existing Policy and convert the premium amount therein to a market linked Single Premium policy having no free-look period and redeemable after five years from the date of issuance. The Policy number of the newly issued Policy to be submitted to this Forum as compliance of this Order. The Complainant is advised to co-operate with the RI in completion of the formalities in issuance of such Policy. The Complaint is hereby treated as Closed.

AWARD NO:IO/GUW/R/LI/0003/2023-2024

Date:24/Apr/2023

INSURANCE OMBUDSMAN

Guwahati

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Hyderabad
(State of Andhra Pradesh,Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswaraprasad vadlamudi & Umabhavani
VS

RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: HYD-L-041-2324-0032
AWARD NO:IO/HYD/A/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Amareswaraprasad vadlamudi & Umabhavani Rajamahal.Plot No. 68, H.NO 1-184, Snehapuri colony, KK Life Line, Hospital Road, OPP Devinilayam Apts, Borabanda, Hyderabad,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	35108100506	700000	08-Feb-2016	08-Feb-2024	08-Feb-2016	96497	8 years	8 years
3.	Name of insured	Vadlamudi Uma Bhavani						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Mar-2023						
6.	Nature of Complaint	Missale of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	18-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Amareswara Prasad Vadlamudi						
	b)For the Insurer	M Raju Associate Vice President						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

The complaint relates to alleged misselling of policies

Contention of the complainant:

Complainant stated that he had taken two insurance policies on the life of his wife and son with date of commencement being 09.02.2016 & 08.02.2016 and accordingly he had paid premium on both the policies. The company sales persons had given false assurances regarding maturity amounts.

Contention of the Respondent:

The insurer stated that policy bearing no 35*****8606 issued on the name of Mr. Vadlamudi Vamsee and another policy bearing no 35*****0506 were issued on the name of Mrs. Vadlamudi Uma Bhavani after obtaining their signatures and on receipt of initial premiums. The insurer sent communication letter to the policy holders to revive the policies, on 11.03.2017 and 09.08.2017, but policy holder did not pay the renewal premiums on their policies and hence the policies have gone into lapsed condition.

Observation and conclusions:

Pursuant to the hearing notice both the parties attended the hearing.

The complainant submits that he had taken insurance policies on the life of his wife and son in 2016 believing in the representations made by the sales persons of the insurance company.

The respondent Insurer submits that the policies were issued to the proposer on due compliance of requirements. The policyholders had not raised any objection regarding the terms and conditions of the policy or mis sale within the free look cancellation period. The insurer stated that the insured had not produced any substantive evidence or documents in support of allegations of alleged mis sale of policies.

The Forum observes that the policy commencement date for the above two policies was 9.2.2016 and 8.2.2016 respectively. The premium paying period is 8 years and frequency of premium payment is annual. The insured on receipt of policy documents, should have taken up with the Insurer with supporting documents, if there had been any misrepresentation or false promises. The insured had not approached the insurer within the free look period allowed for cancellation as per the policy terms and conditions. The insured had not paid the premiums from second year onwards and the policy is currently in lapsed status. Insurer stated that they had received only initial premium. Therefore, the request of the insured to refund the premium amount after nearly 7 years is not tenable.

Considering the above aspects, the rejection of request by the insurer for cancellation of policies and refund of premiums is in order and calls for no further intervention.

AWARD

COMPLAINT REF: NO: HYD-L-041-2324-0032

Considering the facts of the case, the Forum concurs with the Insurer regarding rejection of request for cancellation of the policy and refund of premium.

**AWARD NO:IO/HYD/A/LI/0015/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Hyderabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N. SANKARAN

CASE OF COMPLAINANT - Sanam Jyothi and Sanam Chandrakala

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: HYD-L-008-2324-0018

AWARD NO: IO/HYD/R/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Sanam Jyothi and Sanam Chandrakala H.No. 2-1-49/A, Plot No. 14, Street No.1, Suryanagar Colony, Uppal, Hyderabad-500039, Telangana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5550374	0				0		
3.	Name of insured	S.Jyothi						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Mar-2023						
6.	Nature of Complaint	Mis Selling						
7.	Amount of Claim	30000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	Self						
	b) For the Insurer	Mr Mangesh Mandal Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is regarding mis-sale of policies giving false promises by the representatives of Insurance Company to her .
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Contention of the complainant:

50*-xxxx231 and 50*-***x374 by representatives of respondent Insurance Company. Complainant submits that she had purchased the policies believing the fraudulent representation made by the agent. Believing the same, she had paid Rs.81,000/- towards documentation charges, which later converted as issue of insurance policies. She further submits that she did not have regular income to continue the policy for 10 years. She had approached the insurance company in September 2022 for refund of premium by cancelling the policies." data-richtext="init">

The complainant relates to alleging mis-sale of two policies - 50*-xxxx231 and 50*-***x374 by representatives of respondent Insurance Company. Complainant submits that she had purchased the policies believing the fraudulent representation made by the agent. Believing the same, she had paid Rs.81,000/- towards documentation charges, which later converted as issue of insurance policies. She further submits that she did not have regular income to continue the policy for 10 years. She had approached the insurance company in September 2022 for refund of premium by cancelling the policies.

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Contention of the Respondent:

insurer denied the allegations made by the complainant and submits that the Policyholder after understanding the key features of the policy had signed the proposal forms for the insurance. Insurance Company has made Pre-Issuance Verification Call (PIVC) to the policyholder before issuance of the policy and the policyholder had not raised any concern or issue and had been in complete agreement with the terms and conditions of the policy. The said policy documents along with copies of all the supporting documents were delivered to the complainant on 14.06.2022 & 06.05.2022 respectively. Insurer states that the policyholder retained the policy documents and did not invoke the free look option. The company received a complaint vide email dt 29.09.2022 alleging mis sold of subject policies thereby demanding cancellation of policies and refund of premium paid. Insurer submits that premiums paid under the subject policies have been utilized in covering the life of Life Assured and company would have been statutorily liable to honor the claim in case of any adversity in the life of Life Assured, thus the premiums cannot be refunded.

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Observation and conclusions:

The complainant submits that she had purchased two policies believing the false assurances made by the representative of the respondent insurance company. The Insurer submitted that the allegations were not substantiated with supporting documents. During the course of the hearing, the respondent insurer, to resolve the disputed matter, as a customer goodwill gesture, proposed to issue a Single Premium Policy with a minimum Sum Assured of Rs.1 lakh for a policy term 10 years with 5 years lock in period, in lieu of the existing policy, by collecting the remaining amount from the life assured and this proposal was accepted by the complainant. Accordingly, the forum directs the insurer to communicate the requirements to the insured and issue a Single Premium Policy by cancelling the subject policy, on compliance of the requirements from the insured, as agreed by both the parties.

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Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-008-2324-0018

Recommendation

As mutually agreed upon by both the parties, the insurer shall communicate the requirements to the insured and issue a Single Premium Policy with a minimum Sum Assured of Rs.1 lakh for a policy term 10 years with 5 years lock in period, on the life of the life assured in lieu of the existing policy, on compliance of the requirements and inform compliance details to the forum within 30 days of this Award.

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AWARD NO:IO/HYD/R/LI/0012/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : N. SANKARAN
CASE OF COMPLAINANT - Sanam Jyothi
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: HYD-L-008-2324-0017
AWARD NO: IO/HYD/R/LI/0011/2023-2024

1.	Name & Address Of The Complainant	Sanam Jyothi H.No. 2-1-49/A, Plot No. 14, Street No.1, Suryanagar Colony, Uppal, Hyderabad-500039, Telangana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5641231	51000	31-May-2022	31-May-2042	31-May-2022	51000	20 Yrs / Annual	10 Yrs
3.	Name of insured		S.Jyothi					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		12-Mar-2023					
6.	Nature of Complaint							
7.	Amount of Claim		51000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Hyderabad					
12.	Representation at the hearing							
	a) For the Complainant		Self					
	b) For the Insurer		Mr Mangesh Manadal Manager					
13.	Complaint how disposed		Recommendation					

Brief Facts of the Case:

The complaint is regarding mis-sale of policies giving false promises by the representatives of Insurance Company to her.

Contention of the complainant:

The complainant relates to alleging mis-sale of two policies - 50*-xxxx231 & 50*-***x374 by representatives of respondent Insurance Company. Complainant submits that she had purchased the policies believing the fraudulent representation made by the agent. Believing the same, she had paid Rs.81,000/- towards documentation charges, which later converted as issue of insurance policies. She further submits that she did not have regular income to continue the policy for 10 years. She had approached the insurance company in September 2022 for refund of premium by cancelling the policies.

Contention of the Respondent:

The respondent insurer denied the allegations made by the complainant and submits that the Policyholder after understanding the key features of the policy had signed the proposal forms for the insurance. Insurance Company has made Pre-Issuance Verification Call (PIVC) to the policyholder before issuance of the policy and the policyholder had not raised any concern or issue and had been in complete agreement with the terms and conditions of the policy. The said policy documents along with copies of all the supporting documents were delivered to the complainant on 14.06.2022 & 06.05.2022 respectively. Insurer states that the policyholder retained the policy documents and did not invoke the free look option. The company received a complaint vide email dt 29.09.2022 alleging mis sold of subject policies thereby demanding cancellation of policies and refund of premium paid. Insurer submits that premiums paid under the subject policies have been utilized in covering the life of Life Assured and company would have been statutorily liable to honor the claim in case of any adversity in the life of Life Assured, thus the premiums cannot be refunded.

Observation and conclusions:

The complainant submits that she had purchased two policies believing the false assurances made by the representative of the respondent insurance company. The Insurer submitted that the allegations were not substantiated with supporting documents. During the course of the hearing, the respondent insurer, to resolve the disputed matter, as a customer goodwill gesture, proposed to issue a Single Premium Policy with a minimum Sum Assured of Rs.1 lakh for a policy term 10 years with 5 years lock in period, in lieu of the existing policy, by collecting the remaining amount from the life assured and this proposal was accepted by the complainant. Accordingly, the forum directs the insurer to communicate the requirements to the insured and issue a Single Premium Policy by cancelling the subject policy, on compliance of the requirements from the insured, as agreed by both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-008-2324-0017

Recommendation

As mutually agreed upon by both the parties, the insurer shall communicate the requirements to the insured and issue a Single Premium Policy with a minimum Sum Assured of Rs.1 lakh for a policy term 10 years with 5 years lock in period, on the life of the life assured in lieu of the existing policy, on compliance of the requirements and inform compliance details to the forum within 30 days of this Award.

AWARD NO: IO/HYD/R/LI/0011/2023-2024

Date: 21/Apr/2023

**INSURANCE OMBUDSMAN
Hyderabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswaraprasad vadlamudi

VS

RESPONDENT: Pramerica Life Ins.Co.Ltd.

COMPLAINT REF: NO: HYD-L-013-2324-0014

AWARD NO: IO/HYD/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Amareswaraprasad vadlamudi Rajamahal. Plot No. 68, H.NO 1-184, Snehapuri colony, KK Life Line, Hospital Road, OPP Devinilayam Apts, Borabanda, Hyderabad,																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 15%;">Premium</th> <th style="width: 15%;">Policy Term</th> <th style="width: 15%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>000418669</td> <td>181547</td> <td>14-Apr-2016</td> <td>13-Apr-2031</td> <td>14-Apr-2016</td> <td>48088</td> <td>15</td> <td>5 years</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	000418669	181547	14-Apr-2016	13-Apr-2031	14-Apr-2016	48088	15	5 years	
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000418669	181547	14-Apr-2016	13-Apr-2031	14-Apr-2016	48088	15	5 years											
3.	Name of insured	Amareswaraprasad Vadlamudi																
4.	Name of the insurer/broker	Pramerica Life Ins.Co.Ltd.																
5.	Date of receipt of the Complaint	03-Mar-2023																
6.	Nature of Complaint	Missale of insurance policy																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing	18-Apr-2023 Hyderabad																
12.	Representation at the hearing																	
	a) For the Complainant	Mr. Amareswara Prasad																
	b) For the Insurer	Mr. Varun Anand Asst Manager - legal Mr Amit Kumar Dy Manager - GRO																
13.	Complaint how disposed	Dismissed																

Brief Facts of the Case:

The complaint relates to alleged mis selling of policy

Contention of the complainant:

Complainant stated that he had taken policy with Pramerica Life Insurance company Ltd on 14.04.2016 for 5 years. The company executive had assured double the amount on completion of 5 years. Insurer had rejected his request for cancellation of policy and refund of premium.

Contention of the Respondent:

The insurer stated that policy bearing no 00***8669 issued on the name of Mr. Vadlamudi Amareswara Prasad after obtaining his KYC documents, medical reports and initial premium. At the time of taking the policy, face to face interaction was also done with the complainant. Copy of Annexure -B is enclosed with the self- contained note. The insurer sent communication letter to the policy holder on 16.04.2017 and 14.05.2017 to renew the policy but policy holder did not pay the renewal premiums on his policy and hence the policy has gone into lapsed condition. The policy has not acquired paid up value due to non-payment of minimum two-yearly premiums.

Observation and conclusions:

Pursuant to the hearing notice both the parties attended the hearing.

The complainant submits that he had taken insurance policy in 2016 believing in the representations made by the sales persons of the insurance company. They told him that the insurance amount will double after 5 years.

The respondent Insurer submits that the policy was issued to the person on due compliance of requirements. The policyholder had not raised any objection regarding the terms and conditions of the policy about missale within the free look cancellation period nor submitted any evidence in support of his allegations.

The Forum observes that the policy commencement date is 14.4.2016 and the premium paying period is 5 years and frequency of premium payment mode is annual. The insured on receipt of policy document, should have taken up with the Insurer with supporting documents, if there had been any misrepresentation or false promises. The insured had not approached the insurer within the free look period allowed for cancellation as per the terms and conditions. The insured had not paid the premiums from second year onwards and the policy is currently in lapsed status.

Considering the above aspects, the Forum finds that the rejection of request for cancellation of policy and refund of premium by the Insurer is in order and calls for no further intervention.

AWARD

COMPLAINT REF: NO: HYD-L-013-2324-0014

Considering the facts of the case, the Forum concurs with the Insurer regarding rejection of request for cancellation of policy and refund of premium

AWARD NO:IO/HYD/A/LI/0013/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswaraprasad vadlamudi & Umabhavani
VS

RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: HYD-L-041-2324-0031
AWARD NO: IO/HYD/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Amareswaraprasad vadlamudi & Umabhavani Rajamahal. Plot No. 68, H.NO 1-184, Snehapuri colony, KK Life Line, Hospital Road, OPP Devinilayam Apts, Borabanda, Hyderabad,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	35108198606	1448000	09-Feb-2016	09-Feb-2024	09-Feb-2016	192991	8 years	8 years
3.	Name of insured	Vadlamudi vamsee						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Mar-2023						
6.	Nature of Complaint	Missale of Policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	18-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	Mr. Amareswara Prasad						
	b) For the Insurer	M Raju Associate Vice President						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

The complaint relates to alleged misselling of policies

Contention of the complainant:

Complainant stated that he had taken two insurance policies on the life of his wife and son with date of commencement being 09.02.2016 & 08.02.2016 and accordingly he had paid premium on both the policies. The company sales persons had given false assurances regarding maturity amounts.

Contention of the Respondent:

The insurer stated that policy bearing no 35*****8606 issued on the name of Mr. Vadlamudi Vamsee and another policy bearing no 35*****0506 were issued on the name of Mrs. Vadlamudi Uma Bhavani after obtaining their signatures and on receipt of initial premiums. The insurer sent communication letter to the policy holders to revive the policies, on 11.03.2017 and 09.08.2017, but policy holder did not pay the renewal premiums on their policies and hence the policies have gone into lapsed condition.

Observation and conclusions:

Pursuant to the hearing notice both the parties attended the hearing.

The complainant submits that he had taken insurance policies on the life of his wife and son in 2016 believing in the representations made by the sales persons of the insurance company.

The respondent Insurer submits that the policies were issued to the proposer on due compliance of requirements. The policyholders had not raised any objection regarding the terms and conditions of the policy or misale within the free look cancellation period. The insurer stated that the insured had not produced any substantive evidence or documents in support of allegations of alleged misale of policies.

The Forum observes that the policy commencement date for the above two policies was 9.2.2016 and 8.2.2016 respectively. The premium paying period is 8 years and frequency of premium payment is annual. The insured on receipt of policy documents, should have taken up with the Insurer with supporting documents, if there had been any misrepresentation or false promises. The insured had not approached the insurer within the free look period allowed for cancellation as per the policy terms and conditions. The insured had not paid the premiums from second year onwards and the policy is currently in lapsed status. Insurer stated that they had received only initial premium. Therefore, the request of the insured to refund the premium amount after nearly 7 years is not tenable.

Considering the above aspects, the rejection of request by the insurer for cancellation of policies and refund of premiums is in order and calls for no further intervention.

AWARD

COMPLAINT REF: NO: HYD-L-041-2324-0031

Considering the facts of the case, the Forum concurs with the Insurer regarding rejection of request for cancellation of the policy and refund of premium

AWARD NO:IO/HYD/A/LI/0014/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : N. SANKARAN
CASE OF COMPLAINANT - Anumandla Amala
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: HYD-L-019-2324-0008
AWARD NO: IO/HYD/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Anumandla Amala						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23436209	1000000	04-Feb-2021	04-Feb-2092	04-Feb-2021	100000	71 Yrs / Annual	10
3.	Name of insured	Anumandla Amala						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	28-Feb-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	20-Apr-2023						
	Place of hearing	Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	Mrs. Anumandla Amala						
	b) For the Insurer	Ms Shilpa D Patil Sr Manager						
13.	Complaint how disposed							

Brief Facts of the Case:

The complaint is regarding alleged mis-sale of policy by not explaining the policy benefits correctly by the agent of the Insurance Company to her.

Contention of the complainant:

The complaint relates to mis-sale of insurance policy by HDFC Life Insurance Company. Complainant submits that policy benefits were explained wrongly by the agent that the policy can be cancelled at any point of time during the policy term and the whole amount would be paid. Also, Survival benefits are payable at the end of each policy year from second year onwards. Since she did not receive the benefits as explained by agent, she approached the forum and requests for cancellation of policy and refund of premium.

Contention of the Respondent:

Insurer submits that the Policyholder after understanding the key features of the policy had signed the proposal form for the insurance. The Policy was issued with Risk commencement date 04.02.2021 and the soft copy of the policy document was shared with the policyholder on 9.2.2021. Insurer submitted that benefit illustration available in the policy including the guaranteed and non-guaranteed benefits clearly explains the future benefits available in the policy. During the PCVC Verification also, the proposer had given her consent having understood the policy terms and conditions. The policyholder retained the policy documents and did not invoke the free look option. With reference to Survival Benefits, the policyholder is eligible to receive survival benefit at the end of each policy year starting one year after the end of the Premium Payment Term, as she had opted for Deferred Income Plan option.

Observation and conclusions:

The forum observes that the aforementioned policy was issued based on signed proposal form. Complainant raised no dispute till the end of 2nd policy year after issuance of the policy. The policyholder ought to have gone through the benefit illustration available in the policy document for the benefits, and if any omissions/discrepancies were observed, could have approached the insurer within the free look period.

During the hearing, the respondent insurer, to resolve the disputed matter, proposed to issue a Single Premium Policy of 10 years term with 5 years lock in period, in lieu of the existing policy and this was accepted by the complainant. Accordingly, the forum directs the insurer to issue a Single Premium Policy by cancelling the subject policy, on compliance of the requirements from the insured, as agreed by both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0008

Recommendation

As mutually agreed upon by both the parties, the insured shall issue a Single Premium Policy with minimum lock in period of 5 years, on compliance of the required documents from the complainant and inform compliance details to the forum within 30 days of this Award.

AWARD NO:IO/HYD/R/LI/0009/2023-2024

Date:20/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : N. SANKARAN
CASE OF COMPLAINANT - Amareswara Prasad Vadlamudi
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: HYD-L-019-2324-0023
AWARD NO: IO/HYD/R/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Amareswara Prasad Vadlamudi Raja Mahal, Plot No.68 H.No.1-184, Snehapuri Colony Opp. Devinilayam Apartments St.o.6, Borabanda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	18299154	833106	04-Mar-2016	04-Mar-2026	04-Mar-2016	92000	10 Yrs / Annual	10 Years
3.	Name of insured	Vadlamudi Uma Bhavani						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	19-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	Mr Amareswara Prasad Vadlamudi						
	b) For the Insurer	Ms Shilpa D Patil Sr Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is regarding alleged mis sale of policy of HDFC LifeInsurance Company to him.

Contention of the complainant:

The complainant filed a complaint stating that he had taken five policies from HDFC Life Insurance Company. Complainant submits that the he had purchased the policies believing the assurances made by the representatives of insurance company that the policies sold to him are pension plans from which he will get immediate monthly income. He had been informed by the agent that after lock in period of 5 years, he will get the returns, but nothing happened. Complainant approached the Insurer to cancel the policies but the request was denied.

Contention of the Respondent:

Insurer stated that the subject policies were issued to the complainant against duly signed proposal and after submission of the required documents by the policyholder. He had taken the policies in subject and if he was dissatisfied with them, he could have cancelled them. The policyholder retained the policy documents and did not invoke the free look option. The premiums paid under the subject policies have been duly utilized in covering the life of Life Assured, hence, the premiums cannot be refunded, Insurer contended. Insurer further submitted that currently the policies are in lapsed state with no benefits.

Observation and conclusions:

The forum observes that the aforementioned policies were issued based on signed proposal forms. The policies were dispatched and delivered to the policyholder. In support of his contention of misale of the policies, no documents were furnished to the forum. For the long delay in raising the issues, no convincing reasons were adduced. The insured could have taken reasonable care and could have approached the insurer under free look period. In view of the above reasons, the complainants request to cancel the policies and refund the premium at this juncture is not reasonable.

During the hearing, the insurer, considering the age of the complainant, as a customer centric gesture, offered to cancel the subject policies and issue a single premium immediate annuity policy in the name of the complainant. Accordingly, the forum directs the Insurer to issue a Single Premium Immediate Annuity Policy by cancelling the subject policies, on compliance of required documents from the insured, as agreed by both the parties and confirm the compliance details to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0023

Recommendation

As agreed by both the parties, the forum directs the insurer to take immediate steps, to issue a Single Premium Immediate Annuity Policy in the name of the complainant, by cancelling the subject policies, and confirm the compliance details to the forum.

AWARD NO:IO/HYD/R/LI/0008/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswara Prasad Vadlamudi

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-019-2324-0021

AWARD NO: IO/HYD/R/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Amareswara Prasad Vadlamudi Raja Mahal, Plot No.68 H.No.1-184, Snehapuri Colony Opp. Devinilayam Apartments St.o.6, Borabanda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	18294403	253357	08-Mar-2016	08-Mar-2032	08-Mar-2016	43000	16 Yrs / Yly	8 Yrs
3.	Name of insured	Amareswara Prasad Vadlamudi						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a) For the Complainant	Mr Amareswara Prasad Vadlamudi						
	b) For the Insurer	Ms Shilpa D Patil Sr Manager						
13.	Complaint how disposed							

Brief Facts of the Case:

The complaint is regarding alleged mis sale of policy of HDFC LifeInsurance Company to him.

Contention of the complainant:

The complainant filed a complaint stating that he had taken five policies from HDFC Life Insurance Company. Complainant submits that the he had purchased the policies believing the assurances made by the representatives of insurance company that the policies sold to him are pension plans from which he will get immediate monthly income. He had been informed by the agent that after lock in period of 5 years, he will get there turns, but nothing happened. Complainant approached the Insurer to cancel the policies but the request was denied.

Contention of the Respondent:

Insurer stated that the subject policies were issued to the complainant against duly signed proposal and after submission of the required documents by the policyholder. He had taken the policies in subject and if he was dissatisfied with them, he could have cancelled them. The policyholder retained the policy documents and did not invoke the free look option. The premiums paid under the subject policies have been duly utilized in covering the life of Life Assured, hence, the premiums cannot be refunded, Insurer contended. Insurer further submitted that currently the policies are in lapsed state with no benefits.

Observation and conclusions:

The forum observes that the aforementioned policies were issued based on signed proposal forms. The policies were dispatched and delivered to the policyholder. In support of his contention of mis sale of the policies, no documents were furnished to the forum. For the long delay in raising the issues, no convincing reasons were adduced. The insured could have taken reasonable care and could have approached the insurer under free look period. In view of the above reasons, the complainants request to cancel the policies and refund the premium at this juncture is not reasonable.

During the hearing, the insurer, considering the age of the complainant, as a customer centric gesture, offered to cancel the subject policies and issue a single premium immediate annuity policy in the name of the complainant. Accordingly, the forum directs the Insurer to issue a Single Premium Immediate Annuity Policy by cancelling the subject policies, on compliance of required documents from the insured, as agreed by both the parties and confirm the compliance details to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0021

Recommendation

As agreed by both the parties, the forum directs the insurer to take immediate steps, to issue a Single Premium Immediate Annuity Policy in the name of the complainant, by cancelling the subject policies, and confirm the compliance details to the forum.

AWARD NO:IO/HYD/R/LI/0006/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswara Prasad Vadlamudi

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-019-2324-0020

AWARD NO: IO/HYD/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Amareswara Prasad Vadlamudi Raja Mahal, Plot No.68 H.No.1-184, Snehapuri Colony Opp. Devinilayam Apartments St.o.6, Borabanda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	18375867	190652	30-Mar-2016	30-Mar-2026	30-Mar-2016	50000	10 Yrs / Yly	5 Yrs
3.	Name of insured	Amareswara Prasad Vadlamudi						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-Mar-2023						
6.	Nature of Complaint	Mis selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a) For the Complainant	Mr Amareswara Prasad Vadlamudi						
	b) For the Insurer	Ms Shilpa D Patil Sr Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is regarding alleged mis sale of policy of HDFC LifeInsurance Company to him.

Contention of the complainant:

The complainant filed a complaint stating that he had taken five policies from HDFC Life Insurance Company. Complainant submits that the he had purchased the policies believing the assurances made by the representatives of insurance company that the policies sold to him are pension plans from which he will get immediate monthly income. He had been informed by the agent that after lock in period of 5 years, he will get the returns, but nothing happened. Complainant approached the Insurer to cancel the policies but the request was denied.

Contention of the Respondent:

Insurer stated that the subject policies were issued to the complainant against duly signed proposal and after submission of the required documents by the policyholder. He had taken the policies in subject and if he was dissatisfied with them, he could have cancelled them. The policyholder retained the policy documents and did not invoke the free look option. The premiums paid under the subject policies have been duly utilized in covering the life of Life Assured, hence, the premiums cannot be refunded, Insurer contended. Insurer further submitted that currently the policies are in lapsed state with no benefits.

Observation and conclusions:

The forum observes that the aforementioned policies were issued based on signed proposal forms. The policies were dispatched and delivered to the policyholder. In support of his contention of mis-sale of the policies, no documents were furnished to the forum. For the long delay in raising the issues, no convincing reasons were adduced. The insured could have taken reasonable care and could have approached the insurer under free look period. In view of the above reasons, the complainants request to cancel the policies and refund the premium at this juncture is not reasonable.

During the hearing, the insurer, considering the age of the complainant, as a customer centric gesture, offered to cancel the subject policies and issue a single premium immediate annuity policy in the name of the complainant. Accordingly, the forum directs the Insurer to issue a Single Premium Immediate Annuity Policy by cancelling the subject policies, on compliance of required documents from the insured, as agreed by both the parties and confirm the compliance details to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0020

Recommendation

As agreed by both the parties, the forum directs the insurer to take immediate steps, to issue a Single Premium Immediate Annuity Policy in the name of the complainant, by cancelling the subject policies, and confirm the compliance details to the forum.

AWARD NO: IO/HYD/R/LI/0005/2023-2024

Date: 19/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswara Prasad Vadlamudi

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-019-2324-0022

AWARD NO: IO/HYD/R/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Amareswara Prasad Vadlamudi Raja Mahal, Plot No.68 H.No.1-184, Snehapuri Colony Opp. Devinilayam Apartments St.o.6, Borabanda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	18284725	382586	02-Mar-2016	02-Mar-2026	02-Mar-2016	95000	15 Yrs / Annual	5 Yrs
3.	Name of insured	Vadlamudi Vamsee						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-Mar-2023						
6.	Nature of Complaint	Mis Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	Mr Amareswara Prasad Vadlamudi						
	b)For the Insurer	Ms Shilpa D Patil Sr Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is regarding alleged mis sale of policy of HDFC LifeInsurance Company to him.

Contention of the complainant:

The complainant filed a complaint stating that he had taken five policies from HDFC Life Insurance Company. Complainant submits that he had purchased the policies believing the assurances made by the representatives of insurance company that the policies sold to him are pension plans from which he will get immediate monthly income. He had been informed by the agent that after lock in period of 5 years, he will get the returns, but nothing happened. Complainant approached the Insurer to cancel the policies but the request was denied.

Contention of the Respondent:

Insurer stated that the subject policies were issued to the complainant against duly signed proposal and after submission of the required documents by the policyholder. He had taken the policies in subject and if he was dissatisfied with them, he could have cancelled them. The policyholder retained the policy documents and did not invoke the free look option. The premiums paid under the subject policies have been duly utilized in covering the life of Life Assured, hence, the premiums cannot be refunded, Insurer contended. Insurer further submitted that currently the policies are in lapsed state with no benefits.

Observation and conclusions:

The forum observes that the aforementioned policies were issued based on signed proposal forms. The policies were dispatched and delivered to the policyholder. In support of his contention of mis sale of the policies, no documents were furnished to the forum. For the long delay in raising the issues, no convincing reasons were adduced. The insured could have taken reasonable care and could have approached the insurer under free look period. In view of the above reasons, the complainants request to cancel the policies and refund the premium at this juncture is not reasonable.

During the hearing, the insurer, considering the age of the complainant, as a customer centric gesture, offered to cancel the subject policies and issue a single premium immediate annuity policy in the name of the complainant. Accordingly, the forum directs the Insurer to issue a Single Premium Immediate Annuity Policy by cancelling the subject policies, on compliance of required documents from the insured, as agreed by both the parties and confirm the compliance details to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0022

Recommendation

As agreed by both the parties, the forum directs the insurer to take immediate steps, to issue a Single Premium Immediate Annuity Policy in the name of the complainant, by cancelling the subject policies, and confirm the compliance details to the forum.

AWARD NO:IO/HYD/R/LI/0007/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Amareswara Prasad vadlamudi

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-019-2324-0019

AWARD NO: IO/HYD/R/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Amareswara Prasad vadlamudi Raja Mahal, Plot No.68 H.No.1-184, Snehapuri Colony Opp. Devinilayam Apartments St.o.6, Borabanda						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	18281078	833106	03-Mar-2016	03-Mar-2026	03-Mar-2016	92000	10/Yly	10
3.	Name of insured	Amareswara Prasad Vadlamudi						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-Mar-2023						
6.	Nature of Complaint	Mis Selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a) For the Complainant	Sri Amareswara Prasad Vadlamudi						
	b) For the Insurer	Ms. Shilpa D Patil Sr Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is regarding alleged mis sale of policy of HDFC Life Insurance Company to him.

Contention of the complainant:

The complainant filed a complaint stating that he had taken five policies from HDFC Life Insurance Company. Complainant submits that the he had purchased the policies believing the assurances made by the representatives of insurance company that the policies sold to him are pension plans from which he will get immediate monthly income. He had been informed by the agent that after lock in period of 5 years, he will get the returns, but nothing happened. Complainant approached the Insurer to cancel the policies but the request was denied.

Contention of the Respondent:

Insurer stated that the subject policies were issued to the complainant against duly signed proposal and after submission of the required documents by the policyholder. He had taken the policies in subject and if he was dissatisfied with them, he could have cancelled them. The policyholder retained the policy documents and did not invoke the free look option. The premiums paid under the subject policies have been duly utilized in covering the life of Life Assured, hence, the premiums cannot be refunded, Insurer contended. Insurer further submitted that currently the policies are in lapsed state with benefits.

Observation and conclusions:

The forum observes that the aforementioned policies were issued based on signed proposal forms. The policies were dispatched and delivered to the policyholder. IN support of his contention of mis sale of the policies, no documents were furnished to the forum. For the long delay in raising the issues, no convincing reasons were adduced. The insured could have taken reasonable care and could have approached the insurer under free look period. In view of the above reasons, the complainants request to cancel the policies and refund the premium at this juncture is not reasonable.

During the hearing, the insurer, considering the age of the complainant, as a customer centric gesture, offered to cancel the subject policies and issue a single premium immediate annuity policy in the name of the complainant. Accordingly, the forum directs the Insurer to issue a Single Premium Immediate Annuity Policy by cancelling the subject policies, on compliance of required documents from the insured, as agreed by both the parties and confirm the compliance details to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-019-2324-0019

Recommendation

As agreed by both the parties, the forum directs the insurer to take immediate steps, to issue a Single Premium Immediate Annuity Policy in the name of the complainant, by cancelling the subject policies, and confirm the compliance details to the forum.

AWARD NO:IO/HYD/R/LI/0004/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - Sanam Chandrakala

VS

RESPONDENT: Max Life insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-032-2324-0011

AWARD NO: IO/HYD/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Sanam Chandrakala H.No. 2-1-49/A, Plot No. 14, Street No.1, Suryanagar Colony, Uppal, Hyderabad-500039, Telangana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	114689649	1403631	17-Aug-2022	17-Aug-2042	17-Aug-2022	95600	20 / YLY	12
3.	Name of insured	S.Chandrakala						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	12-Mar-2023						
6.	Nature of Complaint	Mis-selling of the policy						
7.	Amount of Claim	99902.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99902						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	17-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a)For the Complainant	Ms Sanam Jyothi daughter						
	b)For the Insurer	Mr Akash Singh Sr Manager						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint relates to the mis-selling of the policy by the agents of the insurer. Request is for cancellation of the policy and for refunding the premiums paid.

Contention of the complainant:

Insurance policy was mis-sold by the agent of insurance company accessing the personal information by promising false promises.

Contention of the Respondent:

The request for cancellation of policy is received beyond the free look period of 15 days. Hence, expressed their inability to cancel the policy and refund the premium paid.

Observation and conclusions:

The complaint is against the mis-selling of the policy by the agent of the insurer, and for refunding the premiums paid. The complaint was referred to the insurer for review and resolution of the issue. In response, vide their e-mail dated 17.4.2023, the insurer intimated to the forum that they are settling the matter by cancelling the policy and refunding the premium, as requested by the complainant.

During the hearing, the complainant agreed to the above proposal of the insurer.

Accordingly, the insurer is directed to refund the premium immediately and confirm payment details to the complainant and to the forum.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-032-2324-0011

Recommendation

As agreed to by both parties, the forum directs the Insurer to refund the premium immediately and confirm payment details to the forum.

**AWARD NO:IO/HYD/R/LI/0003/2023-2024
Date:18/Apr/2023**

**INSURANCE OMBUDSMAN
Hyderabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)

(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Girish Radhakrishnan

CASE OF COMPLAINANT - Jasnan Jasim

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOC-L-006-2223-0240

AWARD NO:IO/KOC/A/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Jasnan Jasim 01 D, ASTRA, OLIVE KALISTA, Kakkanad, Kochi 692030						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0416306345	1922544	15-Sep-2020	14-Sep-2037		0	17	5
3.	Name of insured	Jasna Jasim						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	28-Jul-2022						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	13-Jan-2023 Ernakulam						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Jasna Jasim						
	b)For the Insurer	Mr. Rishi Chaddha						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The policy styled `Bajaj Allianz Life Flexi Income Goal – Variant: Income Benefit was issued to the Complainant. The Complainant submits that the policy was sold to her with a promise that she can surrender the policy and exit the plan after completion of one year itself. Later on she was told that there is a lock in period of 2 years. On further enquiry, she came to know that the policy can be surrendered after 5 years only. She is requesting for help to get the policy cancelled and premium refunded .

Contention of the complainant:

The Complainant was holding a policy from BajajAllianz. This was sold to her via reference of an Axis Bank representative where she had an account and kept all her savings. Axis Bank representative and Bajaj staff came to her and informed that there is a policy which will help to save money and they explained the financial benefits as any way the money was just sitting in the bank account. They cleverly convinced her that she can surrender the policy and exit the plan after completion of one year itself. They never once mentioned about the lock in period details. She was going through a health problem at the time and could not realize the depth in details. Within the same year during the Covid period her husband lost his job and they approached Bajaj Allianz representative to inform them that they won't be renewing. At this time the concerned person informed them that there is a lock in period of two years and ask them to repeat the payment of 5 lakhs for next year. He assured that they can surrender the 10 lakhs now at the end of 2 years, if they don't wish to renew again. Since they did not feel genuinity in the sudden change of statements , they enquired about it through other sources and then only they realized that the representative was miss-selling the policy just for the sake of making his sales. Also they were informed that there is a lock in period of 5 years. They were totally struck with the situation and there are no other options. She has complained to Bajaj Allianz to get this resolved. She had also submitted evidence of voice calls to them where the representative was assuring her about being able to surrender 10 lakhs at the end of 2 year. The Insurer had rejected her complaint and asked her to approach the Ombudsman for further actions. She requests for premium refund. She further states that the policy document did not reach her for six months since her permanent address is not the same as her residential address.

Contention of the Respondent:

The Complainant had availed the said policy after fully understanding the features, charges, benefits and terms and conditions thereof and submitted the proposal form duly signed by her without any coercion or force. The proposal of the Complainant was accepted strictly in accordance with the mandate of the Complainant and the policy bearing No.416306345 was issued to her.

Upon acceptance of the proposal of the Complainant, the original policy bond containing express terms and conditions of the policy was sent to his address mentioned in the Proposal Form and the receipt of the policy document was never been disputed by the Complainant. Further, the terms and conditions of the policy document were never challenged by the Complainant.

The terms and conditions of the said policy is as per the approvals obtained from the Insurance Regulatory Development Authority (IRDA). As per the agreed terms and conditions of the policy the policy holder is supposed to pay the regular premium regularly, however as on date the policy is under Lapse condition for non payment of regular premium amount.

The contract of insurance is an agreement between the proposer and the insurance company where in both the parties to the contract accepts to abide by the express terms and conditions of the contract and it is incumbent upon both the parties to the contract to discharge their respective part of contractual obligations in performance of the contract. The privileges, terms & conditions are specifically & expressly stipulated & agreed to by both the parties for a lawfully concluded contract, hence, the Complainant and the answering opposite party are bound by the express terms and conditions of the policy document which is the evidence of contract of insurance. Thus, any alleged promises or vague allegations which are not the part of the express terms and conditions of the policy document received by the Complainant, are neither binding on the opposite party nor enforceable at law as per the provisions of the Indian Contract Act, 1872. Thus, the answering company is bound by the terms and conditions of the contract of insurance under the policy.

It is submitted that the Complainant had the option to go through the terms of the policy bond and if the same were not acceptable to her, then the Complainant was provided with the option of 15 days free look period from the date of receipt of the policy as per the Policy bond and in accordance to the provision of section 6(2) of the IRDA (Protection of Policy Holders Interest), 2002 regulation, to approach the Insurer for cancellation of the policy stating the reason, which the Complainant has failed to do so. The said option is also provided by the Insurance regulator in its guidelines. However, the Complainant has at no point in time raised any grievance before the Opposite Party. In the absence of any such steps being taken, the Complainant is barred from raising any grievance about non awareness or acceptance of the policy terms. The Complainant has merely made allegations against the Company which are not at all true and seems to be made by the Complainant only with the malafide intention to base her illegal claim and gain unlawfully by claiming refund of premium amount.

It is further submitted that the Complainant has already received One Year Survival Benefit amount of Rs.48064/- by way of NIFT Transfer

bearing UTR No. SIN00101Q9684614 The Complainant is not entitled for any relief what so ever and not entitled to claim and recover anything from this answering opponent Insurance company in the light of what is stated above.

Observation and conclusions:

Having heard both the parties at an online Hearing on 10.1.2023 and after perusal of the submitted documents, I find as follows:-

(1) Complaint No. KOC-L-006-2223-0240 is filed by Ms. Jasna Jasim in respect of a policy styled 'Bajaj Allianz Life Flexi Income Goal (Participating Non Linked Monthly Income Endowment Plan). The policy commenced on 15.9.2020, set to run for a term of 17 years and has a premium payment term of 5 years.

(2) The Complainant would have it that the policy was "forced upon" her and that she was misled about the actual terms and conditions. She would also aver that she received the policy documents very late since the same was sent to her permanent address. She was told that she can exit the policy any time after a year and get the full amount refunded. When she tried to do so, she was first told that there is a 2-year lock-in period and later that there is a 5-year lock-in period. She seeks exit from the policy and refund of the premium paid.

(3) Unfortunately for her, every one of her averments and allegations are countered effectively by the RI. The original policy bonds containing express terms and conditions of the policy was sent to her address mentioned in the Proposal Form. The RI is able to quote even the Courier ref number to establish that she received the policy within a few days of commencement date of the policy. I must concede the RI's point that if she had any misgivings about the policies, she had ample opportunity to dispute the same with the RI during the initial "free look period". She did not choose to do so.

(4) The Complainant has produced call recordings of her conversation with Insurance/Bank representatives after a year of commencement of the policy where the representative of the Insurance Company purportedly assures her that she would be able to surrender the policy for Rs.10lakh at the end of 2 years if she pays the 2nd instalment of premium. I have gone through the recording submitted by the Complainant and find that the representative of the RI assures her this with a clause that she can surrender after 2 years subject to policy terms and conditions, ie, some deductions will be there and the surrender benefit will be less than 10 lakhs.

(5) I have perused the policy wording and note that as per Clause 8—Surrender Benefit-, the policy can be surrendered by the Policyholder at any time, provided at least two full years' regular premiums have been paid; the Surrender Benefit payable will be the higher of the guaranteed surrender value (GSV) or the special surrender value (SSV).

(6) It must be noted that the Complainant is not an uneducated or unaware person. At the Hearing also, she came across as quite well-informed and articulate. It is difficult to accept the proposition that she did not read the document that involve substantial amount of money (or at least refer to someone else if she felt herself ill-equipped) and instead relied blindly on some "Manager's" promise. There is, to my mind, not even the slightest ground to establish even a whiff of mis-selling.

(7) I also concede the RI's point that the policy in question is fundamentally a life insurance cover and the Complainant has been enjoying the protection of life cover of 19.2 Lakhs all through the year of the premium payment. She was also paid one year Survival Benefit amount of Rs.48,064 by way of bank Transfer bearing UTR No. SIN00101Q9684614.

(8) In summary, the policy under discussion here was issued after due process and based on signed proposal form; the policy document was dispatched to the Complainant in timely fashion and evidently received by her; she raised no issue or dispute about the policy during the "free look period" or even after that until now, after more than five and there is no ground to establish a case of mis-selling or misrepresentation on the part of the RI. The Complainant evidently entered into the insurance contract with due awareness of what she was doing, metaphorically "with eyes open". All her averments and allegations are unsubstantiated. The complaint is at best, the product of a "re-think" that has occurred to her too late or possibly, an opportunistic and exploratory effort to invoke this Forum's help to enable her renege on the mutually agreed contract.

(9) During Hearing, the Respondent Insurer made a proposal of issuing Single Investment plan with premium of 4 lakhs (excluding GST) and the written offer to this effect was sent to the Complainant's mail on 02.02.2023, but she was not willing to accept the offer.

In view of the above facts, findings and observations, I find no defect on the part of the RI and consequently, no reason to interfere with the decisions and actions of the RI.

AWARD

COMPLAINT REF: NO: KOC-L-006-2223-0240

In the result, this Award is passed upholding the actions of the Respondent Insurer and dismissing the complaint.

AWARD NO:IO/KOC/A/LI/0001/2023-2024

Date:24/Apr/2023

INSURANCE OMBUDSMAN

Kochi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Debasis Sengupta
VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-046-2324-0049
AWARD NO:IO/KOL/A/LI/0045/2023-2024

1.	Name & Address Of The Complainant	Debasis Sengupta S/o - Bikash Ranjan Sengupta, 66, Amritalal Daw Road, Alamazar SO, Alambazar, Kolkata - 700 035.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	C248149244	11000000	20-Nov-2019	20-Nov-2037	20-Nov-2019	1000000	18/YEARLY	08
3.	Name of insured	Debasis Sengupta						
4.	Name of the insurer/broker	Tata AIA Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	31-Mar-2023						
6.	Nature of Complaint	Mis-selling of regular premium life insurance policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1045000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Debasis Sengupta						
	b)For the Insurer	Mr. Anupam Halder						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

- i) The Complainant, Mr. Debasis Sengupta, purchased one limited payment non linked participating individual life insurance savings policy bearing no. C248149244 on his own life from Tata AIA Life Insurance Co. Ltd. on 20.11.2019 for annual premium of Rs.10,45,000/-.
- ii) This policy was sourced through his banker, Indusind Bank Limited (Agency Code 004587369).
- iii) It is alleged that this long term regular policy was mis-sold by the Bank as a single premium policy which was supposed to be withdrawn after 3 years with interest. On receipt of phone calls from the Insurance Company after one year for paying the renewal premium under the policy, he contacted the Branch Manager who assured him that he would be able to withdraw the amount after 3 years with interest. But the amount was not credited to his bank account after 3 years as promised by the Branch Manager.
- iv) He approached the Insurance Company on 18.02.2023 through email with allegation of mis-selling and requested refund of premium with interest on cancellation of policy. But the Insurance Company declined his request on 20.02.2023 due to late submission beyond the free look period.
- v) The Complainant subsequently lodged his complaint with the office of the Insurance Ombudsman on 04.04.2023 for redressal of his grievance. Mr. Debasis Sengupta, the Complainant, attended the online hearing from the office of the Insurance Ombudsman, Kolkata on 25.04.2023. He insisted that the policy was mis-sold to him by the representative from Indusind Bank who came to his residence for solicitation of the policy. He purchased the policy with an understanding that it was a single premium policy and when he contacted the Branch after one year then also he was assured that he would receive the money after 3 years. It is not possible for him to pay this huge premium on a yearly basis.

Contention of the complainant:

- i) That the Complainant is an account holder of Indusind Bank, VIP Road Branch (A/c. No. xxxxxxxx0647). At the request of the Regional Manager of the Bank, he had invested Rs.10,45,000/- in a Tata AIA Life Ins. Co. Ltd. plan with the understanding of a fixed deposit single premium policy on 22 November 2019.
- ii) That he was surprised to receive calls from the insurer for renewal of the policy during the lockdown period in 2020. After the lockdown was lifted, he visited the VIP Road Branch in January 2021 and met the Branch Manager. He assured him that he was free to withdraw the whole amount with interest after 3 years, when the amount would be credited to his Indusind bank account no. xxxxxxxx0647.
- iii) That he did not receive the amount in his Bank account after 3 years as assured by the Branch Manager and he called customer care of the insurer. He was informed that the premium paying term and the policy terms are 8 years & 18 years respectively under his policy. Then he tried to make contacts with the Regional Manager on several occasions and the Branch Manager of the Bank over telephone, but initially there was reluctance and then avoidance from them on the issue.
- iv) That he never understood this to be a regular premium policy, and he would not have made the policy if he was told that there would be recurrent requirements for payment of premiums.
- v) That being a professor at the Indian Statistical Institute, and having the special responsibility of Dean of Studies of the Institute during the period September 2020 to September 2022, he was not in a position to make physical inquiries in this regard. The mis-selling became apparent to him only when the credit did not show in his account.
- vi) That he approached TATA AIA Grievance Team directly with the request to refund the entire investment. But, they declined to make any refund. He wants to cancel the policy with refund of his entire premium with interest.

Contention of the Respondent:

The contention of the Insurance Company as per their Self Contained Note (SCN) dated 18.04.2023 is as follows:

- i) That the referred policy number C248149244 was issued on the life of Debasis Sengupta, Life Assured (LA). After TATA-AIA Life Insurance Company Limited, had received a Proposals/Applications Form dated 14.11.2019 from the aforesaid LA for insurance on his own life, the policy had been issued on 20.11.2019.
- ii) That Company official had made proper explanation in respect of the details about the terms and conditions and benefits and features, and considerations of the aforesaid plan and the LA had submitted the abovementioned Application Form only after having been duly convinced about the details of the plan.
- iii) That the Complainant had received/and read the Application Provided by Insurance Company and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for.
- iv) That the Insurance Company had conducted a Video PSC call before issuance of the policy, wherein customer service official had made proper explanation in respect of the details about the terms and conditions and benefits and features and considerations of the aforesaid plan and after LA only after having been duly convinced about the details of the plan gave her consent to process with the policy.
- v) That as per the record of Insurance Company, the complainant /Insured opts for e-Insurance Account (eIA) and insured liked to receive his Insurance Policy all other information related to the policy through Tata AIA Life in Electronics format and in case proposer has an e-Insurance account, only electronics copy of the Insurance policy will be provided to Insured.

Policy No.	Email Trigger Date	Portal Update Date
C248149244	10/12/2019	30/11/2019

- vi) That the Insurance Company also handed over the hard copy of Policy Documents to customer on 22/11/2019 through Blue Dart Express Ltd vide AWB 44826358010.
- vii) That it was very clearly written in the policy document that If the policyholder is not satisfied with the terms & conditions/ features of the policy, the policyholder has the right to return the Policy for cancellation, by providing written notice to the Company stating objections/reasons and receive a refund of all premiums paid without interest after deducting a) Proportionate risk premium for the period of cover, b) Stamp duty and medical examination costs (including applicable taxes, cesses and levies) which have been incurred for issuing the Policy.

Such notice must be signed by the policyholder and received directly by the Company within 15 days after the policyholder receives the Policy Document. The said period of 15 days shall stand extended to 30 days, if the policy is sourced through distance marketing or electronic mode.

viii) That the policy was issued based on agreed terms and conditions where Insured/complainant opted for soft copy of policy documents in electronics format and the soft copy/eIA credit on above mentioned date and freelook period has already been expired on 08/12/2019 i.e., after 15 days from delivery of soft copy of policy documents. The Insurance Company like to submit that they have not received any free look cancellation request from this Insured.

ix) That the policy was issued on the basis of agreed terms & conditions wherein LA requires to pay renewal premiums annually. That complainant at the time of application updated his Autopay – ECS mandate for payment of renewal premium.

x) That the complainant took the plan ‘Tata AIA Life Insurance Diamond Savings Plan’ with a premium paying term of 8 years and insured paid the initial premium. That the Insurance Company has duly sent a reminder notice on 21.10.2020 for payment of renewal premium. Within due date i.e., on 20.11.2020. However, complainant failed to maintain his sufficient balance in his Bank account for payment of Renewal premium. Hence same got bounced and Insurance Company duly send a Bounce Intimation letter to customer, with a request to pay the renewal premium within grace period. However, the Company have not received any renewal premium within grace period, however as per terms and conditions of the Policy same moved to Lapse Status on 20.12.2020.

xi) That the Insurance Company further like to submit that complainant filed his 1st written complaint for free look cancellation on 20.02.2023 i.e., after expiry of 3 years 3 month after issuance of the Policy. The Insurance Company replied to the complaint. Hence it is established that LA has not approached this forum in clean hands and LA failed to establish his case since free look cancellation request was done beyond stipulated period.

Mr. Anupam Halder represented Tata AIA Life Insurance Co. Ltd. in the online hearing. He reiterated the facts already mentioned in their SCN. He said that video verification call was conducted by the Company before issuance of the policy, no concern was raised by the Complainant at that time. Both softcopy and hard copy of the policy document were delivered to the Complainant on time. The Company did not receive any free look cancellation request from the Complainant as well. He approached the Insurance Company after 3/4 years with allegation of mis-selling that his banker misguided him in purchasing the policy. The Company has nothing to do in the matter between him and his banker. He said that the policy is in lapsed status since Dec. 2020 as auto debit mandate was bounced. He further added that the Company had to cover the risk of Rs. 1.10 crore under the policy for one year.

Observation and conclusions:

i) The Complainant, Mr. Debasis Sengupta, purchased one limited payment non linked participating policy bearing no. C248149244 on 20.11.2010 under Tata AIA Life Insurance Diamond Savings Plan on his own life with annual premium of Rs.10,45,000/-. The term and premium paying terms are 18 years and 8 years respectively.

ii) The policy was sourced through his Banker, Indusind Bank, VIP Road Branch. It is alleged that the policy was mis-sold by the Bank as a single premium policy which could be withdrawn after 3 years with interest.

iii) The Insurance Company conducted pre issuance video verification call with the Complainant to explain the terms and conditions of the policy.

iv) The soft copy of the policy document was sent to his email address on 10.12.2019 and the hard copy was delivered to him through Blue Dart Express Ltd. on 22.11.2019 as reported by the Insurance Company. The Complainant lodged the first complaint with the insurer on 18.02.2023, after more than 3 years from issuance of the policy.

v) The Complainant is a professor of Indian Statistical Institute, Kolkata and his annual income is Rs.41 lacs as recorded in the proposal form.

vi) In video clippings of the verification call recording furnished by the respondent Insurance Company, it is observed that the Complainant was reading out the premium paying term & term of the policy as 8 years and 18 years respectively.

AWARD

COMPLAINT REF: NO: KOL-L-046-2324-0049

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant is a well educated person and he purchased the policy bearing no. C248149244 in November 2019. It is observed that he received the policy document in time. But he approached the respondent Insurance Company with allegation of mis-selling of this regular paying policy as a single premium policy in February 2023 i.e. more than 3 years after issuance of the policy. He failed to justify the reason behind this inordinate delay in lodging the complaint of mis-selling with the insurer. No gross deviation on part of the insurer in adhering to the standard norms while issuing the policy was observed in this case.

As such, the complaint is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0045/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Tapash Bose

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-041-2324-0060

AWARD NO:IO/KOL/A/LI/0046/2023-2024

1.	Name & Address Of The Complainant	Tapash Bose 72, Pulin Avenue, (Pulin Palley), 2 1/2 No. Airport Gate, Near Ganesh Bhawan, PO - Rajbari, 24 Pgs. (N), Kolkata - 700 081.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	22002159208	0	22-Mar-2017		22-Mar-2017	500000	Immediate Annui	01
3.	Name of insured	Tapash Bose						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	18-Apr-2023						
6.	Nature of Complaint	Mis-selling of immediate annuity policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	500000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	27-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Tapash Bose						
	b)For the Insurer	Mr. Partha Palit						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

- i) Mr. Tapash Bose, the Complainant, purchased this immediate annuity policy bearing no. 220 02159 208 from SBI Life Insurance Co. Ltd. on his own life on 22.03.2017 with purchase price of Rs.5,00,000/-. The due date of the first annuity payment was 22.04.2017 and the monthly annuity is Rs.3,498/-. The Annuity type is "Single Life Annuity" and the Annuity option exercised was option 1.7 - Lifetime Income with certain period of 5 years.
- ii) This policy was sourced through Mr.Siddhartha Roy (CIF Code 990490176).
- iii) It is alleged that this policy was mis-sold through his Banker SBI Kolkata Airport Branch by dissolving his fixed deposit account on the pretext of providing facility of return of money with interest after 5 years along with engagement of nominee who would also benefit from the scheme after his demise.
- iv) He later came to know recently that there was no such facility of withdrawing the money after 5 years and he would be receiving the monthly annuity @ Rs.3,498/- under the policy and after his death no money would be payable to his nominee.
- v) He approached the Insurance Company on 22.02.2023 through IRDAI portal requesting credit back the invested SBI annuity but the Insurance Company declined his request on 28.02.2023 for late submission beyond free look period.
- iv) The Complainant lodged complaint with this office of the Insurance Ombudsman on 18.04.2023 for redressal of his grievance in terms of refund of purchase price.

Contention of the complainant:

- i) That the Complainant was misguided and taken advantage of during the beginning by the Officer-In-Charge, Mr. Siddhartha Roy (CIF Code: 990490176) who made him dissolve one of his Fixed Deposit Accounts with the SBI Kolkata Airport Branch that was containing his retirement money; to invest in the above-mentioned scheme. Mr. Roy further stated that he would have a facility for engaging nominees who would benefit from the scheme after his demise; also, that the amount would be returned to him after 5 years with an interest.
 - ii) That when he enquired recently, they said that the above pronouncements were not valid. It was only the amount of Rs.3,498/- which had been credited to him every 22nd day of the month was the only amount that he was eligible to till his demise.
 - iii) That with regards to the nominees, they took all the details during the initial stage, however, now they are saying that no nominees are eligible to benefit from this scheme after his death. He is a retired person with no extra sources of income; his pension amount is also quite inadequate and hence, he has been relying on that amount for his personal emergencies and this has put him under a lot of stress financially and emotionally. He is solely responsible for the upkeep of my family.
 - iv) That in addition to these false pretences;his original policy form also has an ITR data of another person attached to it,with whom he has no connection. The details of the other person are:
NAME: Isteyak Ahammed, PAN NO: AHRPA880GF
 - v) That it is an irreplaceable and a complete fault from SBI Life; about which he has raised concerns before countless times,and nothing has been done on this regard till date. This could surmise to a criminal offence which he is earnestly praying to be taken care of. This is additionally, putting him in a lot of financial and emotional trouble and he is getting belittled by his family and it is further causing him some chronic attacks.
 - vi) That he has some family emergencies to take care of and he was backing on that amount. He would be extremely grateful if the purchase price is credited to his SBI Account No: xxxxxx2619; since they are not coming to a common grounds with regards to the initial and the current Terms and Conditions of the scheme, for the aforementioned policy number.
- Mr. Tapash Bose, the Complainant, attended the online hearing from office of the Insurance Ombudsman, Kolkata on 27.04.2023. He stated that he was misguided by the representatives of SBI Airport Branch, his banker, to purchase this annuity policy from SBI Life by prematuring his FD account with false assurance of excess interest of 1% over other annuity investments. They initially told about facility of nomination under the policy but now he has been informed that he will be receiving annuity during his life time and no money would be paid to the nominee after his death which is not acceptable to him. He worked at Coal India as Superintendent and receives less than Rs.10,000/- as pension.

Contention of the Respondent:

The contention of the respondent Insurance Company as per their Self Contained Note (SCN) dated 24.04.2023 is as follows:

- i) That the present complaint is associated with policy no 22002159208 belonging to Mr. Tapash Bose. The complainant wants cancellation of policy bearing no. 22002159208 and refund of premium under the said policy. The policy was issued on receipt of the duly filed proposal form. The complainant had opted for annuity option 1.7 in the proposal form, and he had 15 days to review the terms and conditions of the policy, and based on his requirement, change the annuity option or cancel the policy within the stipulated Free-Look Cancellation period. However, the company did not receive any request for change in the annuity option or cancellation of the policy. Hence, his demand for cancellation of the policy and refund of premium is ultra vires the terms and conditions of the policy.
- ii) That as per the records of the Company, a proposal form bearing no. 2201106287 dated 18/03/2017, duly filed and signed by Mr. Tapash Bose was received by the Company along with Initial proposal deposit of Rs. 5,00,000/- (inclusive of taxes).
- iii) That based on the information provided by the complainant in the proposal form and on clearance of the Pre-issuance verification process, SBI Life Annuity Plus policy bearing no. 22002159208 was issued with date of commencement as 22/03/2017 with Single premium and Annuity payment frequency as monthly for an annuity amount as Rs. 3498/- and Annuity Option 1.7 - Lifetime Income (LI) with certain period of 5 years with annuity commencement date as 22/4 / 2017.
- iv) That the Company has dispatched the original policy document to the registered address of the Complainant through registered post vide AWB No. EA0290273671N on 13/04/2017.
- v) That in accordance with the IRDAI guidelines, the policyholder has a 15 days free look period to ascertain the terms and conditions of the policy. In the policy document on the 1st and 2nd page, "free look option" is mentioned in English as well as in Hindi language. But in the instant case, the policyholder has not opted for Free Look Cancellation within the stipulated period. SBI Life Insurance Co. Ltd. has not received any written request along with the Original Policy Document for Free Look Cancellation within the stipulated period. Thus, his complaint is an afterthought and hence

denied vehemently.

vi) That the complainant is alleging it was assured that he will have an option of 'nomination' under the said policy. It is specifically submitted that, it is not a disputed fact that the policy has an option of engaging nominees.

vii) That as per point no. 3 Base Policy Benefits under Annuity Options of policy document under 3.7. Option 1.7: Lifetime Income with certain period of 5 years 3.7.1. We shall pay the annuity instalments during the first 5 policy years irrespective of whether the annuitant is alive or not. The annuity instalment will remain at the same level. 3.7.2. Survival Benefit: We will continue to pay the annuity instalments as long as the annuitant is alive. The annuity instalment will remain at the same level. 3.7.3. Death Benefit: There is no benefit payable on death. Future annuity payments will cease immediately except for what is stated under point 3.7.1. 3.7.4 Termination: The Policy will terminate immediately on the death of the annuitant or completion of 5 years whichever is later.

viii) That as per the annuity option chosen the annuity instalments during the first 5 policy years will be paid irrespective of whether the annuitant is alive or not to him /nominee as the case may be. Further, the company will continue paying the annuities as long as the annuitant is alive. It is specifically denied that amount will be returned after 5 years with interest.

ix) That accordingly the Company has been paying monthly annuities of Rs.3,498/- under the said policy since April, 2017 in the account bearing no. xxxxxxxx2619 held in State Bank of India, and will continue paying as per terms and conditions of the policy.

x) That it is specifically denied that the complainant was not aware of the annuity option chosen by him. The policy was issued on receipt of the duly filled and proposal form and after the clearance of the Pre-issuance verification process, further the provisions of free-look cancellation period have been clearly mentioned in the policy document. Hence, it was the responsibility of the complainant to go through the terms and conditions carefully. Further, the complainant is availing the annuity benefits under the policy since April 2017. Thus, the allegations are an afterthought and hence denied.

xi) That the proposal form filed by the complainant is a standard Annuity Plus proposal form. As per the annuity option chosen by the complainant, there is no benefit for nominees under the said policy, except in case of death of the annuitant within the first 5 policy years.

xii) That as per clause no. 6.4, Surrender mentioned in policy document, "Surrender facility is not available under this policy". Hence, the company cannot accede to the request of the complainant and refund the premium paid under the policy.

Observation and conclusions:

i) The Complainant, Mr. Tapash Bose, purchased this impugned immediate annuity policy bearing no.220 0215 9208 on 22.03.2017 under the SBI Life Annuity Plus Plan on his own life for purchase price of Rs.5,00,000/- (Basic Premium Rs.4,92,611/-).

ii) The Annuity option exercised was option 1.7 -Lifetime Income with certain period of 5 years.

iii) The Complainant received the policy document in time and have been receiving monthly annuity @ Rs.3,498/- since 22.04.2017.

iv) He approached the Insurance Company with allegation of mis-selling after almost 6 years from issuance of policy.

AWARD

COMPLAINT REF: NO: KOL-L-041-2324-0060

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant purchased this immediate annuity policy bearing no. 22002159208 in March 2017 and has been receiving annuity payouts since April 2017 accordingly. He selected annuity option 1.7 under the policy which guarantees annuity payment for 5 years and life thereafter of the annuitant but nothing is payable to nominee after the death of the annuitant according to this chosen option of annuity by the Complainant. He approached the respondent Insurance Company in February 2023 i.e. almost 6 years after issuance of the policy well beyond free look period, for withdrawing the invested amount under the policy due to his disagreement over this provision of the annuity option. However, the Insurance Company declined his request as surrender facility is not available under terms and conditions of the policy.

As such, this office does not find any reason to intervene in this matter and the Complaint is treated as disposed of without providing any relief to the Complainant.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0046/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Dharani Dhar Ray
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-036-2324-0062
AWARD NO:IO/KOL/A/LI/0047/2023-2024

1.	Name & Address Of The Complainant	Dharani Dhar Ray 264/1, Dr. M N Saha Road, Kolkata 700 074.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54106226	379521	29-Apr-2022	29-Apr-2042	29-Apr-2022	104500	20/YEARLY	10
3.	Name of insured	Satadal Ray						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	19-Apr-2023						
6.	Nature of Complaint	Mis-selling of long term regular premium policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	100000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Dharani Dhar Ray						
	b)For the Insurer	Ms. Archana Pagare						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

- i) Mr. Dharani Dhar Ray, the Complainant, purchased this non-linked non-participating individual savings life insurance policy bearing no. 54106226 on the life of his son, Mr. Satadal Ray, from Reliance Nippon Life Insurance Co. Ltd. on 29.04.2022 with annual premium of Rs.1,04,500/-. The term and premium paying terms of the policy are 20 years and 10 years respectively.
- ii) This policy was sourced through an individual Agent namely Ms. Puja Kumari Singh (Code 22523815).
- iii) It is alleged that this long term regular premium policy was mis-sold to him instead of a single premium policy as desired by him which he came to know on receipt of renewal premium notice after one year of issuance of the policy.
- iv) He approached the Insurance Company on 05.04.2023 through email for refund of premium on cancellation of the policy alleging mis-selling. But the Insurance Company declined his request on 12.04.2023 on the ground of late submission of cancellation request after the expiry of free look period.
- v) The Complainant lodged complaint with this office of the Insurance Ombudsman on 19.04.2023 for redressal of his grievance.

Contention of the complainant:

- i) That the Complainant intended to purchase one single premium unit linked policy but a conventional long term premium policy was issued to him instead.
 - ii) That he kept the policy without going through it in good faith and came to know about this policy on receipt of renewal premium notice after 1 year.
 - iii) That the Complainant is 67 years old and is suffering from Heart problem, Hypertension and high blood sugar. So, at this age it is not possible to run a conventional policy for 10 years.
 - iv) That he made a representation to Reliance Nippon Life Insurance Company on 05.04.2023 through email with a request either to convert it into a single premium policy or to refund the premium on cancellation of the policy. But the Insurance Company turned down his request on 12.04.2023.
 - v) That he earnestly requested to save the money of a poor old man to bring peace in his mind either by converting it into single premium policy or by refunding the premium to him on cancellation of the policy.
- Mr. Dharani Dhar Ray, the Complainant, attended the online hearing from office of the Insurance Ombudsman, Kolkata on 27.04.2023. He stated that this regular premium policy was mis-sold to him as single premium policy. As he is a senior citizen, the policy was issued on the life of his son who is not aware of this policy.

Contention of the Respondent:

The contention of the respondent Insurance Company as per their Self Contained Note (SCN) dated 24.04.2023 is as follows:

- i) That after going through the key benefits and terms of the product the Complainant chose to avail the said policy of the Company on crystal clear terms and conditions of the said policy as envisaged in the policy application cum proposal forms which was duly signed and submitted by the Complainant to the Company for availing the policy.
 - ii) That the Company in consonance with the provisions of Regulation 6(2) and 4(1) of the Insurance Regulatory and Development Authority (Protection of Policy Holder's Interest) Regulation, 2002, duly dispatched the policy documents. Further, it is submitted that the Customer was in receipt of the Policy Document and the receipt of the same has not been disputed by the Complainant policy dispatch.
- | Sr | no | Policy no | Delivered On | POD |
|----|----------|------------|---------------|-----|
| 1 | 54106226 | 05-05-2022 | EW583739453IN | |
- iii) That the complainant approached the company with a request to cancel the Captioned Policy vide email dated 05-04-2023 i.e after 11 months from the date of receipt of the policy document and after investigating the complaint and verifying its records, the company was unable to consider the request of the Complainant, hence, accordingly the complaint was resolved on 12th April, 2023 wherein the Company declined the allegation of the complainant as the Complainant approached us beyond the free look period of 15 days.
 - iv) That it is also to highlight further, if there was any kind of grievance or concern regarding the subject policy issuance, the policyholder would have immediately raised a concern before the company, however, the complainant failed to approach the company after the prescribed timeline/timeframe as per the guidelines. This clearly indicates towards the complaint being only an afterthought.
 - v) That in any case, the insurance Company is not liable to refund the premium amount to the Complainant as company had taken risk on life of the Life Assured for the period for which the premium was paid and in case of eventuality of any unfortunate incidents, the company would have been statutory liable to honor the claim subject to its admissibility and make a payout of the double sum assured to the nominee under the said policy. It is stated that it is settled law that the insurance terms must be construed strictly and no relief which are beyond the terms of the insurance policy can be granted nor deviation from the same is permissible.
 - vi) That the Company also arranged for the Selfie Pre-Issuance Verification Calls, in this matter, whereby the complainant can be

seen by accepting in point (A) of the selfie PIVC, that the Reliance Nippon Life Insurance Company does not offer any loan/bonus on purchase of the policy. Moreover, the premium paying term is clearly explained to the policy holder. Further, in point no (B) it was clearly mentioned that "Benefits arising in this policy are in no way linked to an of my existing policy.

vii) That the complainant herein had instituted the present complaint with the nefarious motive of causing wrongful loss to the company and with a motive to benefit from his own default and breach of the said contract of Insurance and there arose no cause of action at any time in favor of the complainant and against the company for the institution of the present complaint.

Ms. Archana Pagare represented the Reliance Nippon Life Insurance Co. Ltd. in the online hearing. She reiterated that the policy was issued on 29.04.2022 and the Complainant approached the insurer beyond the free look period after 11 months alleging mis-selling. The Complainant did not raise any issue during the selfie pre issuance verification call as well and agreed to the terms and conditions of the policy.

Observation and conclusions:

i) Mr. Dharani Dhar Ray, the Complainant, purchased this non-linked non-participating individual life insurance savings policy bearing no. 54106226 on the life of his son, Mr. Satadal Ray, under Reliance Nippon Life Increasing Income Insurance Plan on 29.04.2022 with annual premium of Rs.1,04,500/- (Basic premium Rs.1,00,000/-). The premium paying term of the policy is 10 years.

ii) This policy was sourced through an individual Agent namely Ms. Puja Kumari Singh (Code 22523815).

iii) The Complainant received the policy document on 05.05.2022 through Speed Post as reported by the Insurance Company and he approached the Insurance Company on 05.04.2023 after 11 months from receipt of policy document alleging mis-selling.

iv) The Complainant is 67 years old pensioner with annual income of Rs.10 lac as recorded in the proposal form.

AWARD

COMPLAINT REF: NO: KOL-L-036-2324-0062

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant is an educated person who purchased the policy bearing no. 54106226 on the life of his son. He received the policy document in time but failed to avail the free look cancellation option and approached the Insurance Company alleging mis-selling 11 months after issuance of the policy. Hence, the allegation of mis-selling does not appear to be sustainable in this case.

As such, this complaint is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0047/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Asraf Hossein Khan
VS

RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-032-2324-0082
AWARD NO:IO/KOL/A/LI/0043/2023-2024

1.	Name & Address Of The Complainant	Asraf Hossein Khan S/o - Amzad Hossein Khan, Makaltala, Khanpara, Jagadishpur, Howrah - 711 114.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	385610522	1100000	15-Jul-2021	15-Jul-2032	15-Jul-2021	1022500	11/YEARLY	10
3.	Name of insured	Asraf Hossein Khan						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis-selling of regular premium life insurance policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1000000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Asraf Hossein Khan						
	b)For the Insurer	Mr. Surya Veer Berry						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

- i) Mr. Asraf Hossein Khan, the Complainant, purchased this non-linked non-participating individual life insurance policy bearing no.385610522 on his own life from Max Life Insurance Co. Ltd. on 15.07.2021 with annual premium of Rs.10,22,500/-. The term and premium paying terms of the policy are 11 years & 10 years respectively.
- ii) This policy was sourced through Max Life Agency Distribution Channel, Chinsurah.
- iii) It is alleged that this policy was mis-sold to him forcefully in spite of knowing his financial inadequacy to continue the policy, deceiving him with false assurance of recovering policy money of two existing policies with ICICI Prudential Life Insurance Co. Ltd.
- iv) He approached the Insurance Company at Hatkhola Barasat on 30.09.2022 for refund of premium on cancellation of the policy alleging mis-selling and also on medical ground. But the Insurance Company did not pay heed to his request.
- v) The Complainant lodged complaint with this office of the Insurance Ombudsman on 18.03.2023 for redressal of his grievance.

Contention of the complainant:

- i) That the Complainant is a life insurance policy holder of Max Life Insurance Company Limited having policy bearing no-385610522.
- ii) That it all started when a person named Mr. Atanu Deb who was known to him, came to him and said that he newly joined in Max Life as an agency leader. And he requested him to purchase a Max Life policy but he denied to purchase any policy at that time.
- iii) That after some days, Mr. Atanu came to him again with his senior leader Mr. Debasish Santra. Mr. Santra explained good sides of his Company and tried to convince him to purchase a policy. At this moment he said that he had policies with ICICI Pru Life Ins. Co. Ltd. (Policy no. 20693311 / 21470852) and he wanted to withdraw those policies. Mr. Debasish Santra showed him a way that he would be able to withdraw the money from ICICI Pru Life Insurance policies if he purchased a new policy from Max Life Insurance Company. He also said that all the deposited money in Max Life policy would be transferred to him without deducting surrender charges. He agreed to their proposal on that pretext.
- iv) That he was taken to Max Life Branch Office at Chinsurah by Mr. Atanu Deb and Mr. Debasish Santra where the Branch Manager with his full team brainwashed him and proposed him to take a policy of Rs.10 lacs. Though he insisted that he would not be able to continue the policy by paying such a big premium, they kept on highlighting the benefits of the policy. They also assured him regarding withdrawal of ICICI Pru Life policy.
- v) That they all forcibly applied many tricks to convince me despite his insistence that the amount was beyond his premium paying capacity. He could not resist to their pressure any more at that moment and accepted their proposal. They took a photo of him, his statement, Aadhaar card / PAN card and some necessary documents from him.
- vi) That after some days, they sent the policy bond bearing no- 385610522 but they did nothing about surrendering his old policies with ICICI Pru Life Ins. Co. and he did not receive any amount in this regard. vii) That Mr. Debasish Santra and his full team (his BDM and others) came to his house and forced him to pay the amounts. So many times his cheque was bounced due to insufficient fund in two or three months as he could not arrange for the money. Then they intimidated him saying that their Company would take legal action against him. He finally borrowed money and sold some gold and somehow managed to complete the payment to buy mental relief.
- viii) That thereafter his financial condition deteriorated badly as well as his physical condition. He recently had undergone a serious operation and presently he is not in a position to continue this policy. And he is in need of lot of money for his treatment. So, he requested for refund of premium on cancellation of the policy at the earliest.

Mr. Asraf Hossein Khan, the Complainant, attended the online hearing on 27.04.2023 from office of the Insurance Ombudsman, Kolkata. He stated that he was forced to purchase this policy by the Agents. The policy was mis-sold with false promise of recovery of Rs. 5 lacs from his existing ICICI Pru Life policies. He had to avail loan to arrange for paying the premium of Rs.10 lacs under the policy. His cheque was bounced 6 times as he struggled to arrange for the money. He is a goldsmith with monthly income of around Rs.50,000/-. He does not have the capacity to pay Rs.10 lacs annually under the policy. He said that his child has got paralysed after meeting with an accident 3 months back. He requested for refund of premium on cancellation of the policy.

Contention of the Respondent:

The contention of the Insurance Company as per their Self Contained Note(SCN) received on 25.04.2023 is as follows:

- i) That the present complaint is not maintainable because the complaint of mis-selling is not substantiated from the facts of the case as the present complaint appears to be totally false and concocted on the basis of documents signed and submitted by the complainant at the time of purchasing the policy. The complainant purchased the said policy out of his own sweet will which fact is evident from the proposal form signed and submitted by the complainant after going through the terms and conditions of the policy.
- ii) That the story put forth by the complainant that he was brainwashed to purchase the policy has no legs to stand as the complainant is a well educated person, being graduate, who can well understand and protect his interest. That even the receipt of policy pack is admitted by the complainant and it is highly expected from a policyholder that he must have gone through the policy terms in detail. Had there been any issues with the terms of the policy, what prevented complainant in reporting the matter to the respondent immediately after the receipt of policy pack. Moreover, the complainant has not raised any grievance against the terms of the policy which makes it very clear that there is no mis-selling in the present case and as such the present case is liable to be dismissed in limine.
- iii) That the allegation of mis-selling without knowing the contents of the same is not substantiated from the facts of the case as the complainant has received the policy packs immediately after the issuance of the same. It is relevant to note here that the policy pack contains all the documents related to the policy along with the terms and conditions governing the policy and non receipt of any objection from the policyholder

within free look period, which is also provided in the terms of the policy and being explained before the issuance of policy, makes it clear that the purchaser is completely in agreement to the terms of the policy. That after the policy pack was delivered to the complainant, he never raised any objection within the free look period.

iv) That the respondent received request from complainant for NTU revival and the same was accepted in 2021 which makes it clear that the complainant is having proper knowledge to approach the respondent for redressal of his grievance.

v) That as per the records of ISMS Confirmation, the complainant provided a positive response in regard to the terms of the policy which in itself makes it very clear that the present complaint has no base at all. That from the facts stated above, it can be well made out that the allegations made by the complainant are nothing but an attempt to extort money from the respondent. It seems that the complainant has filed the present complaint under instigation.

vi) That the complainant never raised free look cancellation request as he was well within the knowledge about the policy terms as the same was purchased by him and the story of making payment under the pressure has no basis at all. The complainant is making false and baseless allegations without any substance and as such the present complaint be dismissed on this ground alone. The complainant after sleeping for his rights over 2 years, decided to file a complaint for mis-selling.

Mr. Surya Veer Berry represented the Max Life Insurance Company in the online hearing. He reiterated that the policy was purchased in July 2021 and the Complainant approached the Insurance Company requesting cancellation of policy after 2 and half years. Only one yearly instalment premium was paid under the policy. However, considering the high amount of premium, the Company offered single premium conversion of the policy.

Observation and conclusions:

i) Mr. Asaraf Hossein Khan, the Complainant, purchased this non-linked non-participating individual life insurance policy bearing no. 385610522 under Max Life Smart Wealth Plan on his own life on 15.07.2021 with annual premium of Rs.10,22,500.46/- (Basic premium Rs.10,00,000/-).

ii) This policy was sourced through Max Life Agency Distribution channel, Chinsurah.

iii) The Complainant approached the Insurance Company on 30.09.2022 after 14 months alleging mis-selling.

iv) The Complainant furnished his treatment particulars which shows that he has been under treatment for soft tissue tumour right groin, fissure in ano & piles, hypertension, dyslipidaemia, hyperuricaemia and hypothyroidism.

v) The Complainant is a graduate and is engaged in business with annual income of Rs.25 lacs as recorded in the proposal form. However, during the course of hearing, the Complainant stated that he is a goldsmith and his monthly income is around Rs. 50,000/-. He furnished copy of his ITR in support of his statement.

vi) The representative of the Insurance Company offered single premium conversion of the policy during the course of hearing.

AWARD

COMPLAINT REF: NO: KOL-L-032-2324-0082

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the annual premium of the policy bearing no. 385610522 is not commensurate with the income of the Complainant as evidenced from his ITR. The respondent Insurance Company expressed their willingness to resolve the complaint by converting the policy into a single premium policy in this case.

As such, the Insurance Company is advised to cancel the policy bearing no. 385610522 since inception and issue one single premium unit linked policy under debt fund to the Complainant on current date with lock in period of 5 years utilizing the total premium paid against the said policy and the free look clause will be kept inoperative in the new policy.

Hence, the complaint is treated as disposed of.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the Award and shall intimate the compliance to the Ombudsman.

AWARD NO: IO/KOL/A/LI/0043/2023-2024

Date: 29/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Arnab Mandal

VS

RESPONDENT: Exide Life Insurance Company Ltd.

COMPLAINT REF: NO: KOL-L-025-2324-0089

AWARD NO:IO/KOL/R/LI/0042/2023-2024

1.	Name & Address Of The Complainant	Arnab Mandal B-2, Ashabori Apartment, 142, Swamiji Sarani Kalindi, Lake Town, Near Kalindi SBI Kolkata - 700 048.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	04407986	1356300				17512	12/YEARLY	12
3.	Name of insured	Arnab Mandal						
4.	Name of the insurer/broker	Exide Life Insurance Company Ltd.						
5.	Date of receipt of the Complaint	30-Jan-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	17512						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	Under mediation						

COMPLAINT REF: NO: KOL-L-025-2324-0089

Brief Facts of the Case:

The Complainant, Mr. Arnab Mandal, purchased the Smart Term Edge classic policy bearing no. 04407986 for a term of 12 years and annual premium of Rs.17,512/- from Exide Life ins. Co. Ltd. The Sum assured of the policy is Rs.13,56,300/-. But the Complainant intended to have a sum assured coverage of Rs. 1 Cr. under the policy. So, he wanted to get refund of premium on cancellation of the policy. The Insurance Company vide their email dated 25.04.2023 offered to settle the case by refunding the premium on cancellation of the policy. The Complainant also agreed to the settlement offered by the Company over phone on 28.04.2023.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-025-2324-0089

Hence, as offered by the respondent Company, they are advised to refund the premium paid under the impugned policy bearing no. 04407986 to the Complainant on cancellation of the policy since inception and as such the Complaint is treated as disposed of.

AWARD NO:IO/KOL/R/LI/0042/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Srinjay Saha

VS

RESPONDENT: Max Life insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-032-2324-0061

AWARD NO:IO/KOL/A/LI/0040/2023-2024

1.	Name & Address Of The Complainant	Srinjay Saha 26, Netai Charan Dutta Lane, Howrah - 711 101.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	341640753	418889	09-Jul-2020	09-Jul-2035	09-Jul-2020	47899	15/yearly	10
3.	Name of insured	Srinjay Saha						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	18-Apr-2023						
6.	Nature of Complaint	Mis-sale of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	150000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Srinjay Saha						
	b)For the Insurer	Mr. Surya Berry						
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

1. Complainant raised allegation of mis-selling by agent in that he had invested in policy with understanding that it was a Unit Linked insurance plan which can be withdrawn after a lock in period of 5 years. However later he has learnt that his policy is a Traditional plan policy with 15 year policy term period. Complainant has paid premium for 3 years.
2. He alleges misguidance & submits he does not want to continue with the policy & requests refund of his invested amount.
3. Complainant had escalated his grievance to Company on 08.02.2023
4. Complainant requests cancellation of his policy & refund of the total premiums paid by him.

Contention of the complainant:

Complainant contends that he has been misguided & facts misrepresented to him. That he was issued a Traditional policy for policy term 15 years, whereas at inception he had desired for a Unit Linked policy plan which can be redeemed after 5 year lock in period.

Contention of the Respondent:

Vide their Self Contained Note dated 25.04.2023, the Insurer has contended as follows-

1) That complainant has alleged mis-selling of policy on the basis that the Sales person informed that the said policy is a Unit Linked policy (ULIP) which can be surrendered after the completion of 05 years lock-in period, upon which assurance, the complainant purchased the policy. That later on the complainant came to knowledge that the same is a traditional policy having 15 year policy term.

The policy commenced on 09.07.2020 with premium @ 47899/-. Complainant has paid premium for 3 years totalling Rs 148010/-.

2) That the complaint of mis-selling is not substantiated from the facts of the case as the present complaint appears to be totally false as complainant at the time of purchasing the policy had signed and submitted the proposal after going through the terms and conditions of the policy. That is the policy was taken voluntarily.

3) That policy pack was delivered to party on time, however, he did not approach company for free look cancellation of the policy. Thus it was deemed that complainant does not have any grievance with respect to terms & condition of the policy.

4). Company contends that the complainant is an educated person & he could have well approached the Company for clarification regarding his policy whether it is a traditional plan or ULIP plan.

5) That ISMS verification successfully made with complainant without any concerns

6) That the complainant has approached the Company with his grievance after lapse of more than 2 years from issuance of the policy.

7) During the hearing of the complaint, representative of Company contended that after long 2 years , complainant has approached the Company with allegation.

Observation and conclusions:

Complainant submitted that in 07/2020 he had visited AXIS Bank for dropping a cheque wherein he was approached by 2 persons inside the Bank and he was told that it was month ending and that if he purchases an insurance policy it will be beneficial. In this manner he invested in the policy. That on good faith he had purchased the policy.

It is noted that complainant is an educated person & he is engaged in business & a private job , with earnings around Rs 38000/-. It is also noted that complainant holds a Life insurance policy that is he is aware of insurance matters. However his allegations of mis-sale of policy has come after a lapse of 2 years from issuance of his policy, Mis-sale of policy cannot be conclusively established.

AWARD

COMPLAINT REF: NO: KOL-L-032-2324-0061

Taking into account the facts & circumstances of the case & the submission made by both the parties and after going through the documents on record, it is noted that the allegation against the policy has been raised after a long gap of 2 years from issuance of policy. Further that the allegations have not been established with conclusive proof. Mis-sale of policy cannot be established. As such the complaint being devoid of merit & substance is hereby dismissed without any relief to the complainant. Accordingly the complaint is disposed of.

If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum /Court as per Law of the land against the Respondent Insurer

AWARD NO:IO/KOL/ALI/0040/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Gautam Bhattacharyya
VS

RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-032-2324-0073
AWARD NO:IO/KOL/A/LI/0041/2023-2024

1.	Name & Address Of The Complainant	Gautam Bhattacharyya 29D, Jainuddin Mistri Lane, Chetla, Kolkata - 700 027.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	310132048	800357	31-Aug-2017	31-Aug-2039	31-Aug-2017	60498	22/yearly	12
	599970241	49723	18-Mar-2019	18-Mar-2034	18-Mar-2019	10234		5
	603253964	5000000	31-Mar-2019	31-Mar-2029		250000	10/yearly	5
	307165472	3500000	19-Jul-2017	19-Jul-2037	19-Jul-2017	292040	20/yearly	10
	508981834	0				0		
	509663951	10300000	09-Jul-2018			78177		15
	502073992	2500000	08-Feb-2018		08-Feb-2018	23750		26
	599596632	3500000	20-Mar-2019	20-Mar-2033		79065	14/yearly	14
	123831653	1500000	21-Jul-2017			29775		16
	597679513	205716	11-Feb-2019	11-Feb-2029		55000		5
	502086564	1491286	08-Feb-2018	08-Feb-2038		130159	20/yearly	10
599973476	396045	18-Mar-2019	18-Mar-2097		16020	78/yearly	10	
372644971	0				0			
372639336	0				0			
3.	Name of insured	Gautam Bhattacharyya						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	04-Apr-2023						
6.	Nature of Complaint	Mis-sale of policies by false assurances						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	2954080						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Sri Gautam Bhattacharyya						
	b)For the Insurer	Mr. Surya Berry						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

COMPLAINT REF: NO: KOL-L-032-2324-0073

Brief Facts of the Case:

1. Sri Bhattacharyya has loComplainant writes that his 19 MAX Life insurance policies, all have been sourced by one Mr. Dinesh Prasad who is a Business Development Manager. He alleges that these policies were all mis-sold to him by false promises. Policies were taken in 07/2017,08/2017,03/2018,03/2019, that is spread over 2017,2018,2019. The life assured of these policies are Smt. Jharna Bhattacharyya (wife) & Mr Arunava Bhattacharyya, son of complainant.
2. Complainant has surrendered 5 out of these 19 policies & thereby he has raised complaint against remaining 14 policies wherein the total amount of first premium comes to Rs. 11 lac (approx)
3. Initial premium paid by crossed account payee cheque.
4. Complainant submits he has paid money for renewal premiums as well, however the agent has not deposited the renewal premium for none of the MAX Life policies, thus resulting in lapsed status of the policies. Complainant alleges that he was assured that after maturity of Term policies & Cancer policies he shall be receiving huge sum of money, but he realised later that these were all false talks.
5. Complainant also alleges that huge amount of money was taken from him under pretext of investment in Renewal premiums of MAX Life insurance policies, however they have been taken fraudulently.
6. Complainant wrote to MAX Life vide email dated 25.03.2023 alleging mis-sold policies & false assurances by agent.
7. Complainant has approached this office claiming relief of Rs 29.54 lac

Contention of the complainant:

Complainant contends that the agent/ Business Development Manager has misguided him into buying several policies & fraudulently taken money from him under pretext of depositing renewal premiums in MAX Life policies.

That he is presently helpless & in severe financial crunch.

That out of the alleged 14 policies, 3 policies are Cancer Cover policies & 1 policy is a Term Insurance policy

Contention of the Respondent:

During the hearing the representative of the Company expressed that there was no clarity in the complaint as regards to the specific policies which were alleged by the complainant to be mis-sold to the complainant. As such the Company is not in a position to make their submission to this Office with regard to the complaint.

Observation and conclusions:

1. Complainant had lodged other complaints against SBI Life & Aditya Birla Life for which the Hearing has already taken place. (policies of these companies had commenced in 2021 & 2022)
2. Complainant submitted that mainly the Term policy was mis-sold & that he was assured that Mediclaim benefits would be available in the 2 Cancer policies that is present among the 19 policies mentioned in the complaint.
3. It is noted that complaint is not clear about the number of policies under the complaint or the number of policies alleged. Also it is hereby noted that Company is unable to make their submission on the complaint since there is absence of specific policy numbers alleged for mis-sale.

AWARD

COMPLAINT REF: NO: KOL-L-032-2324-0073

Taking into account the facts & circumstances of the case & after going through the complaint as well as submission of parties in the contention, it is hereby noted that complainant holds several policies with different insurance company & in this particular complaint against MAX Life Insurance, the policies under contention/alleged policies are not specifically mentioned. Due to absence of clarity in the complaint, this present complaint is dismissed & disposed of.

However the complainant is hereby advised that if he so desires he may lodge a fresh complaint to this office against the policies of this Insurer while following the procedures as per Insurance Ombudsman Rules 2017.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum /Court as per Law of the land against the Respondent Insurer

AWARD NO:IO/KOL/A/LI/0041/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Pulak Kumar Bhattacharjee

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: KOL-L-033-2324-0045

AWARD NO:IO/KOL/R/LI/0030/2023-2024

1.	Name & Address Of The Complainant	Pulak Kumar Bhattacharjee 265/12, Gopal Lal Tagore Road, PO + PS - Baranagar, KOLKATA - 700 036.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24299251	1000000	18-Apr-2023		18-Apr-2022	104500	80/yearly	12
3.	Name of insured	Pallab Bhattacharjee						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	13-Apr-2023						
6.	Nature of Complaint	Mis-sale of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	104500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Pulak Kumar Bhattacharjee						
	b)For the Insurer	Mr. Devendra Verma						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

Brief Facts of the Case:

1. Complainant has raised allegation against a PNB Metlife century plan Policy taken on 18.04.2022 investing Rs 1.04 lac. He is the proposer & his son Pallab Bhattacharjee is the Life assured.
2. Complainant states that at time of inception he was very ill after recovering from heart attack. The agent of Balaji Global Insurance Solutions had misguided him & his ailing wife who is a cancer patient, to invest in policy .
3. His main allegation is against the terms & condition of the policy. He was not informed about the 12 year premium paying term.
4. Complainant & his wife was called to Broker's office & offered gifts for the policy.
5. They were assured that full invested amount along with interest would be returned to them after 3 years. Moreover they would get Rs 30000/-
6. Complainant has submitted several histopathological /cytopathological reports of Trivedi & Roy dated 08.03.2021. Complainant submits that his wife Manju Bhattacharjee has recently been advised of several investigation which are very costly & would requires considerable money.
7. Complainant has submitted Discharge summary of his admission in Fortis hospital on date 27.09.2022 (coronary angiography was done). Stent was implanted on 08.08.2022 at Fortis (Discharge summary submitted)
8. There is Discharge summary of AMRI Hospital dated 31.01.2022 Unstable Angina)
9. Complainant wrote to Company vide letter acknowledged on 18.03.2023 stating that the 12 years premium paying term was not revealed to them. Moreover he had undergone 3 times coronary angiogram. He requested cancellation of his policy. Company responded by rejecting his plea for cancellation.

Contention of the complainant:

Complainant contends

1. That taking advantage of his ill health, severe cardiac problem, the terms & condition of the policy was not properly informed to him.
2. He will be unable to continue paying the high premium for long 12 years.
3. His wife is ill & needs continuous costly treatment.
4. He & his wife were totally misled by the agents.

Contention of the Respondent:

Vide their Self Contained note dated 24.04.2023 the Company submits

- 1) That the Complainant has alleged that he wants to cancel the policy due to medical condition of himself and his wife.
- 2) That after completely understanding the features, investment risks, charge, benefits, and terms & conditions thereof mentioned in the proposal forms, the party had agreed to invest in the policy.
- 3) That complainant has paid initial premium vide cheque & cash combined. That the policy is in force & that pre-issuance video verification call (PIVV) was successfully completed. The policy under the complaint is in -In-Force status.
- 4) The Complainant did not raise any concern during the PIVV call. The Complainant provided his consent. PIVV call sheet has been submitted to this office.
- 5) That policy document was delivered to the party within time that is 23.04.2022, however party did not approach for free look cancellation within the stipulated time.
- 6) After the expiry of free look period the Complainant approached the Company on 18/03/2023 and filed request for cancellation of the policy . The Company declined the case on 31/03/2023
- 7) That the Complainant has failed to make out a prima facie case against PNB MetLife. Therefore, the reliefs sought by the Complainant in his complaint are denied as false, unsustainable and without any merits

Observation and conclusions:

During the hearing complainant submitted that he had been misled by a young boy who called him & his wife to a meeting just above Indus Ind Bank premises. That he had drawn out a cheque of Rs 1.04 lac at that time for the policy as he was instructed to carry pass book as well. It is noted that he is a senior citizen , having retired from a

press wherein spiritual books are published. It is also noted that he had redeemed his NSC after taking the policy to meet expenses mainly so for his wife who is a cancer patient. He himself has undergone stent transplant 3 times. Complainant himself is a 68 year old man. It is noted that Mis-selling of policy in this case cannot be ruled out. Representative of the Company submitted that, Company has followed all procedures & Pre issuance verification call was made wherein no concerns were raised by the party. The Company had expressed their willingness to convert the premium paid on policy to Single premium policy, however during discussion it came out that looking at the health condition of patient & his wife, it was decided upon to refund the premium paid on the policy under contention after deduction of mandatory charges.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-033-2324-0045

During the hearing attended by both the parties in the complaint, it was decided to settle this dispute under the complaint by way of refund of the premium paid on the policy after deduction of mandatory charges. Thus without going further into the merit of the case, the Insurance Company is advised to cancel the policy numbered 242xx251 & refund the premium paid on the policy to the complainant, after deduction of mandatory charges. Accordingly the complaint is disposed of.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0030/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Papiya Sen

VS

RESPONDENT: Aegon Life Ins.Co.Ltd.

COMPLAINT REF: NO: KOL-L-001-2324-0057

AWARD NO:IO/KOL/A/LI/0029/2023-2024

1.	Name & Address Of The Complainant	Papiya Sen 232/58/5, M. G. Road, Ashavari, Ramchandrapur, R C Thakurani, Near Thakurpukur Cancer Hospital, Kolkata - 700 104.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	719101130935	1793792	24-Oct-2019	24-Oct-2031	24-Oct-2019	418000	12/yearly	7
3.	Name of insured	Papiya Sen						
4.	Name of the insurer/broker	Aegon Life Ins.Co.Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Mis-sale of Policy under false assurance						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	418000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Papiya Sen						
	b)For the Insurer	Ms. Karishma Mirji						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

Brief Facts of the Case:

1. Complainant has raised allegation against her Ageon Life insurance policy taken in 10/2019 investing Rs 4.18 lac.
2. Complainant alleges that agent had assured her it is a one time investment plan which she will be able to withdraw anytime after 3 years.
3. Further she submits that she is a complete Homemaker & this was her only savings
4. Presently she has learnt that her premium is due on the policy.
5. She has no single account & her savings account is held jointly with her husband
6. She does not have an email id & she has thus submitted the email id of her husband.
7. She wrote to Company on 16.12.2022 alleging that she was completely mis-sold by the agent stating that it was a One time investment .
8. Company responded stating that complainant had submitted her KYC documents , income proof& policy document was sent vide email registered with them. They had rejected her plea for cancellation of the policy & refund of premium invested.

Contention of the complainant:

Complainant contends

1. That it is true she had submitted her PAN Card, Aadhar card as was asked for, however it is also true that she is a complete housewife & she has no income of her own.
2. She contends that she had not given the Company any of her income proof.she took up the matter with Company on 12/2022
3. That she was assured by agent that it was a ONE TIME investment, however on receipt of a call from agent did she come to know that premium was due on the policy. Thereby she took up the matter with Company in 12/2022

Contention of the Respondent:

1. Vide their Self Contained Note dated 21.04.2023 the Company submits that the e-Policy Document bearing policy number 719101130935 was sent to the registered e-mail address of the Complainant on 'senmani65@gmail.com' on 26th October 2019. A copy of the policy documents, applicable terms and conditions, duly signed Proposal Forms and Benefit Illustrations applicable to the Policy under consideration in the instant Complaint has been submitted to this office.
2. Furthermore, the policy was issued basis the benefit illustration shared with the Policyholder and was signed voluntarily, along with submission of KYC documents, income proof and other related documents provided by the Policyholder during the application stage. In lieu of the aforesaid facts the plea taken by the Policyholder that she was sold the policy as a one-time investment without being aware of the terms and conditions deserves an outright rejection
3. On 16th December 2022, the Policyholder approached the Company with allegations of mis-selling. The said complaint was duly responded to by the Company dated 20th December 2022 wherein it was clearly mentioned that the Company had sent the Policyholder 8 renewal reminder messages via SMS and 5 renewal reminder messages via Email between 22nd October 2020 and 22nd September 2022. Since the Policy in the instant case was already terminated and out of the revival period, there was no refund applicable on this policy.
4. In spite of several follow up from complainant for refund of money invested in the policy, the Company's stance remained unchanged; furthermore the Company also stated that the Policyholder neither approached the Company within the free-look period, or at any other time for 3 years after purchasing the policy.
5. that despite 8 renewal reminder messages via SMS and 5 renewal reminder messages via Email between 22nd October 2020 and 22nd September 2022, she saw fit to not revive the policy since she knew that on surrender of the policy, she would not receive any benefit and has subsequently raised allegations of mis-selling.
6. That complainant has approached the Hon'ble Ombudsman with her complaint after a gap of 3 years & more so when she knew that her policy was already terminated.

Observation and conclusions:

Complainant submitted that she is a housewife & that the source of funds for the insurance had come from the amount of money gifted to her by her father.

When asked about monthly income of husband, the complainant was unsure & it appeared that she was not conversant with the reason behind such delayed complaint against the policy. Representative of the Company submitted that a 1 page benefit illustration , signed by the complainant is on record which implies that party was conversant with terms & condition of the policy. That multiple reminders have been sent to party for renewal premiums & when asked complainant expressed that she had no knowledge of the same. That policy has been terminated.

It is noted that party has come up with allegation against the policy after a long gap of more than 2 years. Herein the mis-sale of policy cannot be conclusively proved.

AWARD

COMPLAINT REF: NO: KOL-L-001-2324-0057

Taking into account the facts & circumstances of the case & the submission made by both the parties during the course of hearing and after going through the documents submitted, it is noted that complainant has not been able to establish her contention of mis-sale of policy with conclusive proof. Further there has been a long delay of more than 2 years in raising allegation against the policy under contention. Herein mis-sale of policy cannot be established. The complaint being found devoid of merit is hereby dismissed without any relief to the complainant. Accordingly the complaint is disposed of.

If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum /Court as per Law of the land against the Respondent Insurer

AWARD NO:IO/KOL/ALI/0029/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Sharbani Sen

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: KOL-L-033-2324-0058

AWARD NO:IO/KOL/A/LI/0028/2023-2024

1.	Name & Address Of The Complainant	Sharbani Sen W/o - Shyamsundar Sen, Nutunpukur Lane, Indaragora, Bankura - 722 101.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24208470	500000	28-Feb-2022	28-Feb-2037	28-Feb-2022	52250	15/yearly	7
3.	Name of insured	Sharbani Sen						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Mis-sale of complaint						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Sharbani Sen						
	b)For the Insurer	Mr. Devendra Verma						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

Brief Facts of the Case:

1. Complainant states that she is a homemaker with zero income.
2. She needed funds & telecallers had offered her loan availability provided she invested in a policy.
3. Thus she had invested Rs 50000/- in one policy of PNB Metlife.
4. Complainant states that she was assured that once the loan gets credited to her account the policy will get automatically closed. The same did not happen.
5. The Bangiya Gramin Bank Manager visited her house for sourcing the policy.
6. She received the policy bond after 3 months of its issuance & therein she realised that premium had to be paid for 7 years.
7. She called up the telecallers who refused to help her cancel the policy.
8. Complainant wrote to PNB Metlife vide email dated 25.01.2023 requesting cancellation of this policy. Company responded stating that pre issuance video verification call was done & policy was issued within stipulated time, however free look cancellation was not availed of by complainant.
9. Complainant has approached this office requesting relief of her invested amount.

Contention of the complainant:

1. Complainant contends that she has never met the writing agent Aman Ganguly. Only Manager of Bangiya Gramin Bank had visited her house for policy.
2. That she is very little versed in English & hence could not understand all terms & condition of policy.
3. That she is a complete housewife with no income & thus unable to continue paying premium.
4. That agent had misguided her in that he had always engaged her in false promises & that she has received policy pack after 3 months.
5. That she was told that phone call would come from agents division of Company, & if she said about the loan matter in verification call, the agents commission will be deducted.
6. That she is 12th standard passed & she was kept in dark about the free look provision of the policy.
7. That agent had deliberately & intentionally kept her engaged in false promises which consumed the time for free look cancellation.
8. Further complainant has submitted certain treatment papers of both husband & wife wherein it is noticed that Mr. Shyam sundar Sen had undergone Coronary angiogram on 29.04.2022 that is just after commencement of the policy under contention.

Contention of the Respondent:

Vide their Self Contained Note dated 24.04.2023 the Company submits

- 1) That the Complainant had submitted duly signed proposal form along with declaration forms on 28/02/2022 along with payment of Rs. 52,250/- . After completely understanding the features, investment risks, charge, benefits, and terms & conditions thereof mentioned in the proposal forms, the party consented for the policy.
- 2) Party has paid the initial premium vide NEFT.
- 3) Policy is in lapsed status due to non payment of renewal premium.
- 4) Policy bond was delivered to party on 14/03/2023, however complainant has not opted for free look cancellation of the policy as per provision of the policy.
- 5) That no signature allegation has been received from complainant.
- 6) That complainant/policyholder is an educated person which implies that she is able to understand basic policy details. That is premium is appropriate as per declared income.
- 7) That at the time of issuance there is successful Pre issuance video verification call (PIVV) with the lady/policy Owner. The Complainant/ Policy Owner did not raise any concern during the PIVV call. The Complainant provides his consent as per PIVV sheet . PIVV call sheet has been submitted to this office.
- 8) That thereafter expiry of free look period the Complainant approached the Company on 21/01/2023 and filed request for cancellation of the policy with the allegation of missselling that policy sold to her in lieu of loan amount. The Company decline the case on 03/02/2023.
- 9) That the Complainant has failed to make out a prima facie case against PNB MetLife. Therefore, the reliefs sought by the Complainant in his complaint are denied as false.

Observation and conclusions:

Complainant appeared for the hearing & submitted being a complete housewife, & son Subhadeep sen also submitted for his mother. It came out that both complainant & her husband are cardiac patients. Further complainant has submitted certain treatment papers of them both wherein is noticed that Mr. Shyam sundar Sen had undergone Coronary angiogram on 29.04.2022 that is just after commencement of the policy under contention. . Further complainant is also on treatment for cardiac problems & on record is document dated 01/2022 for her treatment. It is also noted that the Company has followed all procedures in issuance of the said policy. . Further husband has undergone CABG-1 on 12.05.2022. Date of Birth of complainant is 10.06.1968 that is 55 years of age.

AWARD

COMPLAINT REF: NO: KOL-L-033-2324-0058

Taking into account the facts & circumstances of the case and the submission made by both the parties during the course of hearing and after going through the documents submitted it is noted that the financial condition of the complainant is not commensurate for payment of a high annual premium on a policy. Looking at this case, the Company is directed to cancel the policy numbered 24xxx470 from inception & refund the premium paid on the policy to the complainant under intimation to this office. Accordingly the complaint is disposed of.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman

AWARD NO:IO/KOL/A/LI/0028/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Paramita Datta
VS

RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-017-2324-0068
AWARD NO:IO/KOL/A/LI/0026/2023-2024

1.	Name & Address Of The Complainant	Paramita Datta Flat No. A-1, Palki Apartment, 1st Floor, 110D, Swinhoe Lane, Kolkata - 700 042.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01714685	250000	28-Apr-2022	28-Apr-2037	28-Apr-2022	26126	15years/yearly	15 years
3.	Name of insured	Paramita Datta						
4.	Name of the insurer/broker	Future Generali India Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Paramita Datta						
	b)For the Insurer	Mr. Ankur Dixit						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The policy was sold to the complainant misrepresenting the policy terms and conditions.

Contention of the complainant:

- Misrepresentation of policy terms and brief facts of conditions at the time of commencement of the policy.
- Fraud was done by the Sales Manager of the Branch, Mrs. Moumita Biswas, Mobile No. 798xxx093.
- Agent's name Swati Patwari is used by Mrs. Moumita Biswas in the policies, is false and is unknown to the policy holder.
- Mobile verification is new and not understandable and not followed by the policy holder. The verification is done by Mrs. Moumita Biswas by holding policy holder's mobile in front of her face.
- Original Policy Bond contains mistakes in policy holder's name and address, minor nominee's name and date of birth, Appointee's date of birth, Residential Telephone number, policy term.
- Original policy bond has not been received back. The same was taken the sales manager of the branch, Moumita Biswas for rectification but never returned. Now she has left her job.
- Requested for cancellation of the policy and refund of the premium paid under the policy.

Contention of the Respondent:

- That the Complainant/Policyholder submitted Proposal Form bearing number IM0103737 dated 26/04/2022 proposing the issuance of Future Generali Money Back Super Plan-Opt 1 to Future Generali India Life Insurance Company for a period of 15 years. The Policyholder specifically mentioned in the Proposal Form that he proposes to pay yearly premium for 15 years. The Policyholder had signed and submitted the Proposal Form after going through the "Benefit Illustration" document and other related documents. The Important Points document clearly explained the various features and terms of the Policy opted for by him. The details of the Policy were also explained to him by the insurance agent/sales representative. The Policyholder had submitted the duly filled Proposal Form along with relevant documents only after she was satisfied with all the details of the policy. It is pertinent to mention herein that the Policyholder had full knowledge of the terms and conditions of the Policy and only after going through the application for Insurance, thoroughly and properly, had signed the "Declaration" in the Proposal Form.
- That the Policyholder was also provided with an Important Points Document. The Policyholder/Complainant after duly understanding and deliberating the features of the policy had executed the aforesaid proposal.
- The Policyholder has also signed a Benefit Illustration which demonstrated the benefits of the Policy.
- That on the basis of the Proposal Form and upon completion of formalities, the Company issued above mentioned policy to the Policyholder/Complainant. The policy documents inclusive of the Policy Schedule, First Premium Receipt, the "Right to Reconsider" notice, a copy of the Proposal Form, Policy Information Sheet and Benefit Illustration Document thereby explaining the benefits of the policy in a tabular form on the basis of the regular premium paying terms were dispatched to the Policyholder through Blue Dart AWB no. – 40690452294 for Policy No. 017xxx85 on 12/05/2022, which were duly delivered. The Policy Documents provided to the Policyholder/Complainant clearly reflected the basic policy details such as policy term and premium payment term on the very first page.
- That the Complainant/Policyholder had full knowledge of the governing terms and conditions of the Policy including the tenure and consequences of non-payment of renewal premiums, which were not only mentioned in the terms and conditions of the policy but were also explained at the time of pre-policy issuance verification call at his registered phone number.
- That the Policy documents sent to the Policyholder comprised of a "Right to Reconsider" notices wherein if he/she did not agree with the Policy Terms & Conditions or the benefits available under it, the Policyholder had the option of cancelling the Policy within 15 days ("free-look period") of receipt of the Policy documents. However, the Respondent Company did not receive any cancellation request from the Policyholder within the free-look period.
- That the Complainant/Policyholder has paid only first annual premium under this policy. That the policy is still In-force. That towards premium, the Policyholder has till date paid a sum of Rs. 26,200/-.
- That we have acted strictly according to the terms and conditions of the insurance contract, more specifically POLICY BENEFITS & PREMIUM PAYMENT CONDITIONS as mentioned under policy contract.

- That Respondent Company received a complaint for the first time on 29th March 2023 for policy no. 01714685 which is way beyond the free look period, hence the same was denied.

In light of the above, we respectfully pray that since the Company has acted at all times in accordance with the terms & conditions of the policy, it is prayed that the complaint lodged by the Complainant is false and misconceived and may please be dismissed.

Observation and conclusions:

- From the copy of the policy document submitted by the complainant it is revealed that the policy was issued in the name of Mrs. Paramita Sarathi Dutta as Life Assured as well as Policy Holder.
- As per copy of Welcome Letter the policy document was sent to the policy holder on 30.4.2022 and clause of Free Look Cancellation was duly mentioned in that letter.
- The complainant for the first time approached the insurance company for cancellation of the policy on 20.2.2023. Before written representation she reported verbally immediately after receiving the policy bond and was waiting for solution.
- The complaint was acknowledged by the company on 30.3.2023.
- The Proposal form was submitted online. As per proposal form the policy holder is Municipal Clerk with annual income of Rs. 500000.
- The Customer Declaration Form was duly signed by the policy holder.

AWARD

COMPLAINT REF: NO: KOL-L-017-2324-0068

Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both the parties present during the course of hearing, it is observed that the policy was sold to the complainant misguiding as a single premium policy, although the Company has duly followed their rules at the time of issuance of the policy. The annual premium amount involved in the stated policy is not commensurate with the annual income of the complainant as she has newly entered in the service after death oh her husband. Hence, the Insurer is directed to cancel the stated policy immediately and refund the total premium paid under the policy with intimation to this office.

If the decision is not acceptable to the complainant, she is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurer.

As per Insurance Ombudsman Rules, 2017 (as amended till date), Rule 6, the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/A/LI/0026/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms Kiran Sahdev

CASE OF COMPLAINANT - Beera Arun Rao

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: KOL-L-008-2324-0069

AWARD NO:IO/KOL/R/LI/0020/2023-2024

1.	Name & Address Of The Complainant	Beera Arun Rao 3/1, Ahiri Pukur 2nd Lane, Beckbagan, Kolkata - 700 019.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1965404	524558	26-Oct-2021	25-Oct-2036	26-Oct-2021	35000	10/Y	15
3.	Name of insured	Beera Arun Rao						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	24-Apr-2023						
6.	Nature of Complaint	MIS-SELLING ON ASSURANCE OF LOAN						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	27-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	BEERA ARUN RAO						
	b)For the Insurer	RIYA						
13.	Complaint how disposed	THROUGH ONLINE HEARING						

Brief Facts of the Case:

Complainant alleged that he purchased Bharati AXA Life Shinning Stars policy with sum assured 524558/-,policy term 15 years;premium payment term 10 years, on the assurance of getting loan.Complainant alleged that he was offered loan of 3 lac but no loan got credited .Later he received notification for renewal premium payment.At that time he realized about Fraud.Complainant moreover requested to stop the deduction of NACH which has been registered with the bank details of PNB.

Contention of the complainant:

Complainant alleged that she purchased Bharati AXA Life Shinning Stars policy with sum assured 524558/-,policy term 15 years;premium payment term 10 years, on the assurance of getting loan.Complainant alleged that he was offered loan of 3 lac in which loan repayment needs to pay yearly 30 K. He waited for 7 months but no loan got credited .Later he received notification for renewal premium payment.At that time he realized about Fraud.Complainant moreover requested to stop the deduction of NACH which has been registered with the bank details of PNB.

Contention of the Respondent:

Insurance company offered to refund the premium.

Observation and conclusions:

A person from Bajaj Finserv Delhi offered a policy to complainant on the assurance of providing loan of 3 LAC. When no loan got credited and he received renewal notice to pay premium he realized about Fraud.During hearing insurance company offered to repay the premium.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-008-2324-0069

Taking into account the fact & circumstances of the case, the submission made by both the parties during the course of hearing and after going through the documents on record insurer offered to refund the premium paid by complainant. Accordingly the complaint is disposed of. The attention of complainant and the insurer is hereby invited to the following provision of insurance ombudsman rule 2017. As per rule 17(6) of the said rules the insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0020/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Abdul Hadi Fakir

VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-036-2324-0006

AWARD NO:IO/KOL/A/LI/0024/2023-2024

1.	Name & Address Of The Complainant	Abdul Hadi Fakir Mahitalab, Magrahat, South 24 Pgs. - 743 355.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53967309	556989	06-Sep-2021	06-Sep-2036	06-Sep-2021	75240	15 years/ylly	10 YEARS
3.	Name of insured	Masuda Begum						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	15-Mar-2023						
6.	Nature of Complaint	Mis-selling of the policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	75240						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Abdul Hadi Fakir						
	b)For the Insurer	Ms. Archana Pagare						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The policy was issued to the complainant from the Surrender Value of two old policies without taking his consent and he has not signed any documents for this policy. No medical examination of her wife was done by the company.

Contention of the complainant:

- The complainant had purchased two policies in the year of 2013, bearing policy Nos. 506xxx55 and 408xxx26 (in his wife's name). Against these two policies he paid three years premium. Due to his financial difficulty he had paid only 3 years premium for both of these policies.
- In 2021, one person by name Bijon, came to him from Reliance, Shyam Bazar Branch and told him that his entire money with the stated two policies have become Rs. 1.50lac and he would help him to withdraw the amount. They did not sign on any paper and did not give him the policy bonds which were asking for him. He took the photograph of them and advised to say YES, if Reliance Head Office call him for cancellation of the policies.
- After few days surprisingly he had received a policy bond bearing no. 539xxx09. When he called Bijon, he told him that he would come to his house to see the bond. Till that time he should not open the policy bond. The complainant had waited for him for almost 20 days. Bijon did not come to his house. Later he stopped receiving his call.
- After that he went to Baruiipur, Reliance Branch. They informed him that his old policies were cancelled and converted in the policy no. 539xxx09. But this policy could not be cancelled as 15 days FreeLook Cancellation period was over. Only option was to continue this new policy for 10 years.
- The complainant is Class VII passed and running small shop of Atta Chaki in his village. His income is very low and it is impossible to pay such a high premium for 10 years.
- He has sent a complaint via email on 13.2.2023 but on 16.2.2023 the Reliance replied with denial of his request.
- The complainant had not given consent for policy conversion. They have not signed anywhere. A Medical Report was attached with the policy bond but his wife never underwent any medical test arranged by Reliance Co. All the signatures are forged. The policy was done fraudulently. He had not handed over the bonds. Bijon told him to agree with all the points when phone would come from head office, because these were the process for withdrawal of the money.
- He wanted to withdraw his money from old policies. What was done with him is complete fraud.
- He has requested to cancel the policy and refund of his premium amount.

Contention of the Respondent:

1. That after going through the key benefits and terms of the products the Complainant chose to avail the subject policies of the Company on crystal clear terms and conditions of the said policies as envisaged in the application cum proposal form which were duly signed and submitted by the Complainant to the Company.

2. Further we state that, after the receipt of the first premium amount along with other relevant documents, the said policies were issued by the Company and the policy documents were duly dispatched at the communication address of the Complainant.

3. That the complainant approached the company with a request to cancel the Captioned Policy on **13th February 2023 after 1 year 5 months** from the date receipt of the first policy document. Therefore, after investigating the complaint and verifying its records, the company was unable to consider the request of the Complainant.

Accordingly, the complaint was resolved vide letter dated on **16th February, 2023** wherein the Company declined the allegation of the complainant as the Complainant approached us beyond the free look period of 15 days.

4. At the first instance, without going into the merits of the case, it is put forth that the subject complaint is barred by law of limitation and thus the present complaint is not tenable.

It is to highlight that as per the contract of insurance, both the insurer and the insured both are bound by the terms and conditions of the insurance contract. The terms and conditions of the insurance contract are to be strictly adhered by both the parties and nothing beyond the scope and purview of such insurance contract shall be entertainable, as both the parties are under contractual obligation towards each other.

However, the customer has failed to take note of the same and has not acted in consonance to the applicable terms and conditions of the issued insurance contract and has approached the insurer for policy cancellation after 1 year 5 months from the date of policy issuance.

The contract of insurance provides for free look cancellation period to the customer and the customer is bound to

abide by the same and adhere to the timelines accordingly. On the contrary, in the present case, the customer has not raised any grievance or cancellation request within such stipulated period and even for a very prolonged period of time.

5. Further we state that the customer was informed about her right to cancel the said policy within the free-look period i.e. 15 days vide the welcome letter couriered along with the Policy.

6. It is also to highlight further, if there was any kind of grievance or concern regarding the subject policy issuance, the policyholder would have immediately raised a concern before the company, however, the complainant failed to do so and rather chose to approach the company after the prescribed timeline/timeframe as per the guidelines. This clearly indicates towards the complaint being only a afterthought.

7. In addition to the above, it is also well understood and settled principle that a contract of insurance is binding only as per the express contract made between the insured and insurer which is strictly governed by the issued policy scheme and terms & conditions.

8. Furthermore, we would like to inform this Hon'ble Ombudsman that the policyholder/ holders had given his/her consent to surrender the policy bearing no's 50xxx955 & 50xxx026 and transfer the surrender amount generated under both the policies for issuance of the new policy. Accordingly surrender form dated 06-08-2021 filled and signed by the policy holder to surrender both policies.

9. Therefore, after receipt of the second policy also wherein the policy document the policy term and premium paying term is clearly mentioned. Hence, the policy holder could have read the policy documents and if he/she is not agreed with the terms and condition then the complainant can cancel the policy with 15 days from the receipt of the document but herein in this case the complainant was silent and never approached to the company with his grievance within free look period.

10. Furthermore, it is highlighted to the Hon'ble Ombudsman that the complainant's allegation in his complaint that his wife/life assured under the policy in question had never had any medical tests prior to the policy's issuance is undoubtedly false and denied herein. According to the company's documents, the medical of the life assured was performed by their appointed doctor, Sudip Kumar Chakraborty. Hence, the policy had willingly opted the subject policy after surrendering his old policy bearing no's . 50xxx955 & 50xxx026.

11. That Insurance being a contract between the Policyholder and the Company, both the parties are governed by the Terms and Conditions mentioned in the Policy Document and all the benefits are payable strictly as per the policy terms and conditions and **the company has provided the risk cover on the life of the life Assured for the period for which the premium was paid (Assuch there is no misuse of the premium paid by the complainant as alleged and the complainant has enjoyed the benefits of the life cover for the said period) and in case of eventuality of any unfortunate incidents, the company would have been statutorily liable to honor the claim subject to its admissibility and make a payout of the sum assured to the nominee under the said policy.** It is stated that it is settled law that the insurance terms must be construed strictly and no relief which are beyond the terms of the insurance policy can be granted nor deviation from the same is permissible. Further, the Complainant would have also taken tax exemption benefits by purchasing subject policy.

12. The Complainant has approached this Hon'ble Ombudsman with his grievance and the Complaint had been forwarded to the Company. It is humbly submitted that the contents of this complaint letter are false and incorrect and no cause of action for presenting the present complaint has arisen.

Observation and conclusions:

- The Proposal Form of the stated policy was submitted online. As per proposal form Masuda Begum is the life assured of the stated policy and Abdul Hadi Fakir is the proposer of the policy.
- As per proposal form the Educational Qualification of the complainant was written as Graduate and the annual income was mentioned as Rs. 6.50 lac with source of income Mograhat Oil Mill.
- The policy document was sent to the complainant to his mailing address on 6.9.2021.
- Selfie PIVC was done by the company.
- The Complainant has submitted a Signature Verification Letter from SBI Magrahat Branch.
- The complainant for the first time approached the Insurance Company for cancellation of the policy on 13.2.2023 and the Insurance Company replied to the complainant regretting his request for cancellation on 16.2.2023.
- From the copy of reply letter of the company it is revealed that Policy No. 506xxx55 has been surrendered and an amount of Rs.29471/- has been transferred in policy no. 539xxx09 and amount of Rs. 2034.77 has been refunded through NEFT. The policy No. 508xxx26 has also been surrendered and an amount of Rs. 45779/- has been transferred in policy no.539xxx09 and an amount of Rs. 900.35 has been refunded.
- The respondent Insurance Company has submitted copies of two fund transfer applications dated 25.7.2021 from which it reveals that the complainant and his wife Masuda Begam opted to utilize the surrender value of their respective policies to purchase a new policy vide application no.TP961657.

AWARD

COMPLAINT REF: NO: KOL-L-036-2324-0006

Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both the parties present during the course of hearing, it is observed that the total annual premium amount involved in the stated policy is not commensurate with the annual income of the policy holder. He has no financial capacity to continue the policy for ten years premium paying term as he is 63 years old senior citizen with very small income. Hence, the Insurer is directed to cancel the stated policy immediately and utilize the total refundable premium amount to issue a single premium policy with minimum allowable term in the name of the life assured with effect from current date with intimation to this office. The clause of Free Look Cancellation will not be operative for the newly issued policy.

If the decision is not acceptable to the complainant, he is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurer.

As per Insurance Ombudsman Rules, 2017 (as amended till date), Rule 6, the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/A/LI/0024/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Bapi Kar

VS

RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,

COMPLAINT REF: NO: KOL-L-024-2324-0003

AWARD NO:IO/KOL/R/LI/0019/2023-2024

1.	Name & Address Of The Complainant	Bapi Kar S/o - Nepal Kar, 33/1, Hazra Para Lane, Near Lasco Medical Centre, Bally Municipality, Howrah - 711 201.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20425816	3420000	07-Sep-2022		07-Sep-2022	300064	15	10
3.	Name of insured	Chandana Kar						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	01-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Bapi Kar						
	b)For the Insurer							
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complainant has alleged that he has requested for cancellation of the policy as the policy was not purchased on his free will though no details provided of nature of misspelling or promises made by agent and the agents remained incommunicable. Due to financial problem, he saw that it was not possible for him to continue the policy, so he applied for cancellation of the policy but his request was rejected as he had not availed the free look period and applied after 2 months of issue of policy.

Contention of the complainant:

The complainant has alleged that the policy was mis sold by agents/ third parties claiming to be the company's representatives. The policy was not initiated on his free will and the agents stopped communicating with him backtracking on their promise and their mobile numbers are also not communicable. His present financial position is not very well and it is impossible for him to pay the renewal premium for 10 yrs. As the agents stopped communicating with him, he requested the company for cancellation and refund of the premium which the company rejected with unreasonable, unacceptable explanation and reasoning.

Contention of the Respondent:

The company has responded with the following facts

1. The complainant has approached the company after 4 months of issuance of policy.
2. Policy documents were delivered.
3. The complainant is a graduate with annual income of Rs 6 lakhs as disclosed in proposal form.
3. The company representative did PIVC before issuance of policy and welcome call after issuance of policy to the customer mobile no 9830192262. In these calls the customer was specifically asked whether any bank loan, Fixed deposit, Bonus from previous policy or locker facility was promised while selling this policy to which the complainant categorically denied. The complainant seemed happy on PIVC and Welcome call. The complainant first raised the issue of mis-selling on 20.01.2023 and not availed free look to cancel the policy.

Observation and conclusions:

It is observed that the complainant had taken numerous policies from various insurers at the behest of the agent and it is likely that facts may have been misrepresented by the third party agents. It is also true that the customer had not raised any concern during the welcome call and PIVC. The complainant has provided two recordings of Telephonic conversations with the third party agents where they are still trying to get him to invest more money in new ventures with false promises.

Nevertheless the company representative has offered to convert the policy into a single premium unit linked policy

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-024-2324-0003

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, Mis-selling cannot be conclusively ascertained although it cannot be ruled out. Keeping in mind the financial condition of the complainant, the insurer has graciously offered to cancel the policies and convert it to a single premium unit linked policy. In view of the above facts, without going into the details of the complaint, it is recommended to the insurer to cancel the policies and convert it to a single premium Unit Linked policy in debt fund with a lock in period of 5 years in favour of one of the assured at the earliest. Free look option will remain inoperative for the policy as a special case. Hence the complaint is disposed of. If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per the laws of the Land against the respondent Insurer.

AWARD NO: IO/KOL/R/LI/0019/2023-2024

Date: 27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Bapi Kar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-008-2324-0005
AWARD NO:IO/KOL/R/LI/0021/2023-2024

1.	Name & Address Of The Complainant	Bapi Kar S/o - Nepal Kar, 33/1, Hazra Para Lane, Near Lasco Medical Centre, Bally Municipality, Howrah - 711 201.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5816056	1144859	19-Jul-2022		19-Jul-2022	99000	12	12
	503-5845915	4394405	28-Jul-2022		28-Jul-2022	380000	12	12
	503-5898559	1219032	16-Aug-2022		16-Aug-2022	200000	20	20
3.	Name of insured		Subhashree Kar					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		01-Mar-2023					
6.	Nature of Complaint		mis-selling of policy					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		19-Apr-2023					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant		Bapi Kar					
	b)For the Insurer		Riya Daga					
13.	Complaint how disposed		BY ONLINE HEARING					

COMPLAINT REF: NO: KOL-L-008-2324-0005

Brief Facts of the Case:

The complainant has alleged that he has requested for cancellation of the policies as the policies were not purchased on his free will though no details were provided of nature of misspelling or promises made by agent and the agents remained incommunicable. He has clarified that he had gone through the PIVC and verification calls as dictated by the agent. Due to financial problem, he saw that it was not possible for him to continue the policy, so he applied for cancellation of the policies but his request was rejected as he had not availed the free look period and applied after 4 months of issue of policy.

Contention of the complainant:

The complainant has alleged that the policy was mis sold by agents/ third parties claiming to be the company's representatives. Puja Sarkar of Welman company offered him various proposals and he attended the PIVC CALLS. The policy was not initiated on his free will and the agents stopped communicating with him back tracking on their promise and their mobile numbers are also not communicable. His present financial position is not very well and it is impossible for him to pay the renewal premium for 10 yrs. As the agents stopped communicating with him, he requested the company for cancellation and refund of the premium which the company rejected with unreasonable, unacceptable explanation and reasoning.

Contention of the Respondent:

The complainant has responded that based on the documentation which has been submitted and after conducting PIVC the Company issued the policies to the policyholder. After the policy is issued the policy bonds along with copy of the proposal form and signed benefit illustrations have been dispatched by the Company at the address mentioned in the proposal form along with a covering letter mentioning that 15 days' time period (hereinafter referred to as "Free look") Further, any surrender value is only payable in case where the subject policy/policies acquire a surrender value provided that the premiums have been paid for at least first two policy years. Therefore, in the present case no such surrender value is payable since in the policies, the premium has not been paid for at least a minimum of 2 policy years and thus the condition for surrender value does not arise in the instant matter.

Observation and conclusions:

It is observed that the complainant had taken numerous policies from various insurers at the behest of the agent and it is likely that facts may have been misrepresented by the third party agents. It is also true that the customer had not raised any concern during the welcome call and PIVC. The complainant has provided two recordings of Telephonic conversations with the third party agents where they are still trying to get him to invest more money in new ventures with false promises.

Nevertheless the company representative has offered to convert the policy into a single premium unit linked policy

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-008-2324-0005

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, mis-selling cannot be ruled out although it cannot be conclusively ascertained. Keeping in mind the financial condition of the complainant, the insurer has graciously offered to cancel the policies and convert it to a single premium unit linked policy. In view of the above facts, without going into the details of the complaint, it is recommended to the insurer to cancel the policies and convert it to a single premium Unit Linked policy in debt fund with a lock in period of 5 years in favour of one of the assured at the earliest. Free look option will remain inoperative for the policy as a special case. Hence the complaint is disposed of.

AWARD NO:IO/KOL/R/LI/0021/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Madhuja Banerjee
VS

RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-032-2324-0046
AWARD NO:IO/KOL/R/LI/0032/2023-2024

1.	Name & Address Of The Complainant	Madhuja Banerjee F2 Nirala Apartment, Phase-1, Boral Banerjee para, Kolkata - 700 154.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	114239304	0	29-Jul-2022		29-Jul-2022	59999		
3.	Name of insured	Madhuja Banerjee						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	07-Apr-2023						
6.	Nature of Complaint	Mis-sale of policies by false assurances						
7.	Amount of Claim	57416.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	57416						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Madhuja Banerjee						
	b)For the Insurer	Mr. Surya Berry						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

Brief Facts of the Case:

1. Vide her online complaint, Complainant has raised allegation of mis-sale of policy by MAX Life Insurer with false assurance of availability of Loan.
2. The policy under contention commenced on 29.07.2022 with initial premium of Rs 59999/-
3. Complainant alleges that she has not received the loan amount as assured to her & hence she wants her invested money to be returned to her.
4. In her email dated 01.03.2023 to service help desk MAX Life Insurer, complainant has narrated the manner in which several agents had persuaded her to invest money to the tune of Rs 2.83 lac with false assurance of recovery of money from her old & lapsed HDFC Life policy.
5. The whole matter started in 11/2021 when she was contacted by one agent Mr. Ravi Sharma who had assured recovery of her lapsed HDFC policy number 21296074 of 03/2019. by one month.
6. Thereby under different pretext, several agents had contacted her & by delaying the credit of recovered money under different excuses had made her invest in 2 BHARTI AXA Policies, 2 CANARA HSBC Policies & 1 MAX Life policy.
7. On record is complainants follow up letter to Insurer speed posted on 04.03.2023, email to CEO MAX Life dated 17.03.2023.
8. Company responded stating that policy bond was delivered within stipulated time & that party has not availed free look cancellation of the policy & thus as per terms & condition of policy, the cancellation of policy & refund of money has been rejected by the Insurer.
7. Complainant has approached this office seeking relief of Rs 57416/- along with interest.

Contention of the complainant:

Complainant contends that she had submitted to the Insurer, several call recording of conversation of brokers with herself in pretext of money transaction which led to mis-selling of all the policies held by her. In spite of gross mis-sale in sourcing of the alleged policies insurer has rejected her plea for cancellation of the policy. She alleges that the agents have looted her with misleading talks & also that hard copy of this contended policy was taken away by the agent.

Contention of the Respondent:

Vide their email dated 25.04.2023 the Company has submitted that as a customer centric service gesture, the Company is ready to settle the dispute by way of refunding the premium paid on the policy under the complaint.

Observation and conclusions:

1. In her complaint to the insurer, the complainant has nowhere mentioned that she was assured sanction of loan, which led her to invest in policies.
2. It is noted from submission of the Company, that Company is willing to settle the dispute by way of refund of premium paid in the policy under the complaint.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-032-2324-0046

The Insurer has submitted that as a service gesture, the Insurer is willing to settle the dispute by refunding the premium paid on the policy under contention. As such without going further into the merit of the case, the Insurer is advised to cancel the policy numbered 11xxxx304 from inception & refund the premium paid in the said policy, to the complainant under intimation to this office. Accordingly the complaint is disposed of.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

AWARD NO: IO/KOL/R/LI/0032/2023-2024

Date: 28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms Kiran Sahdev

CASE OF COMPLAINANT - Salim Prakash Kujur

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: KOL-L-008-2324-0064

AWARD NO:IO/KOL/A/LI/0031/2023-2024

1.	Name & Address Of The Complainant	Salim Prakash Kujur Vill - May Myio, Near Cammaniti Hall, PO - Wandoor, South Andaman, Port Blair, A & N Island - 744 103.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-6780966	294655	22-Feb-2018	22-Feb-2030	22-Feb-2018	24999	12/Y	12
	501-7352633	1179618	14-May-2018	14-May-2030	13-May-2018	9728	12/Y	12
501-7700104	707181	19-Sep-2018	18-Sep-2030	19-Sep-2018	59999	12/Y	12	
501-8257419	1184454	05-Dec-2018	18-Dec-2030	05-Dec-2018	100097	12/Y	12	
3.	Name of insured	Salim Prakash Kujur						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	13-Mar-2023						
6.	Nature of Complaint	MIS-SELLING						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	27-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	SALIM KUJUR						
	b)For the Insurer	RIYA						
13.	Complaint how disposed	THROUGH ONLINE HEARING						

Brief Facts of the Case:

Complainant, Salim Kujur, a resident of Andaman & Nicobar earns Rs 15000/-monthly. He alleged that he was having a policy of Reliance, a agent assured him of profit paid on the agent code. He asked him to make a payment of Rs 24999/-to create agency code. Then he asked for 1,00,000/-for security. 59,999/-for GST payment. In Dec another man called him for creating agency code and took 1 lac. Later he found that there is no Bharati Axa branch in Andaman Nicobar. In remote place he faced network issue.

Contention of the complainant:

Complainant, Salim Kujur, a resident of Andaman & Nicobar earns Rs 15000/-monthly. He alleged that he was having a policy of reliance, a agent assured him of profit paid on the agent code. He asked him to make a payment of Rs 24999/-to create agency code. Then he asked for 1,00,000/-for security. 59,999/-for GST payment. In Dec another man called him for creating agency code and took 1 lac. Later he found that there is no Bharati Axa Insurance company branch in Andaman Nicobar. In remote place he faced network issue.

Contention of the Respondent:

Company denies each and every allegation made by the complainant in the complaint. The company stated that they issued the policies on the base of information provided by the complainant in the proposal forms, benefit illustrations and other verification by PIVC.

2. The company states that policy holder retained the policy documents and did not invoke the free look option and did not revert within 15 days alleging any discrepancies.

3. After almost 4 years of expiry of the free look period company had received a complaint for the policies through emails dated 25.06.2022.

Observation and conclusions:

Complainant took policies in 2018 and paid one installment. He lodged complaint in June 2022. The policy 501-8257419 is in name of Mangal Nath RAM. Complainant requested for cancellation and refund of premium after almost four years.

AWARD

COMPLAINT REF: NO: KOL-L-008-2324-0064

Taking into account the fact & circumstances of the case, the submission made by both the parties during the course of hearing and after going through the documents on record it is found that policy was issued on agreed terms and conditions. Insurer had made proper explanation in respect of the details about the terms and conditions and benefits and features of plan. The Complainant is unable to provide any evidence of mis-selling .Due to the complaint being devoid of merit, it is dismissed and disposed of.

If the decision is not acceptable to the complainant he is at liberty to approach any other Forum/court as per Law of land against the respondent insurer.

AWARD NO:IO/KOL/A/LI/0031/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Bapi Kar

VS

RESPONDENT: Star Union Dai-ichi-Life Ins. Co.

COMPLAINT REF: NO: KOL-L-045-2324-0004

AWARD NO:IO/KOL/R/LI/0036/2023-2024

1.	Name & Address Of The Complainant	Bapi Kar S/o - Nepal Kar, 33/1, Hazra Para Lane, Near Lasco Medical Centre, Bally Municipality, Howrah - 711 201.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01852110	895000	25-Jul-2022		25-Jul-2022	59979	20	15
3.	Name of insured	Subhashree Kar						
4.	Name of the insurer/broker	Star Union Dai-ichi-Life Ins. Co.						
5.	Date of receipt of the Complaint	01-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Bapi Kar						
	b)For the Insurer	Shamly Balasundaram						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complainant has alleged that he has requested for cancellation of the policy as the policy was not purchased on his freewill though no details provided of nature of misspelling or promises made by agent and the agents remained incommunicable. Due to financial problem, he saw that it was not possible for him to continue the policy, so he applied for cancellation of the policy but his request was rejected as he had not availed the free look period and applied after 2 months of issue of policy.

Contention of the complainant:

The complainant has alleged that the policy was mis sold by agents/ third parties (Puja Sarkar of Wellman Company) claiming to be the company's representatives. The policy was not initiated on his free will and the agents stopped communicating with him back tracking on their promise and their mobile numbers are also not communicable. The address of the company is also false as the company no longer exists at the address. His present financial position is not very well and it is impossible for him to pay the renewal premium for 10 yrs. As the agents stopped communicating with him, he requested the company for cancellation and refund of the premium which the company rejected with unreasonable, unacceptable explanation and reasoning.

Contention of the Respondent:

The insurer has offered to cancel the policy and refund the premium to the life assured at the earliest. They are facing some problems in their module and will make the payment soon.

Observation and conclusions:

It is observed that the complainant had taken numerous policies from various insurers at the behest of the agent and it is likely that facts may have been misrepresented by the third party agents. It is also true that the customer had not raised any concern during the welcome call and PIVC. The complainant has provided two recordings of Telephonic conversations with the third party agents where they are still trying to get him to invest more money in new ventures with false promises.

Nevertheless the company representative has offered to cancel the policy and refund the premium to the assured.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-045-2324-0004

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, Mis-selling cannot be ruled out although it cannot be conclusively ascertained. Keeping in mind the financial condition of the complainant, the insurer has graciously offered to cancel the policy and refund the amount to the complainant. In view of the above facts, without going into the details of the complaint, it is recommended to the insurer to cancel the policy and refund the premium in favour of the assured at the earliest. Hence the complaint is disposed of.

AWARD NO:IO/KOL/R/LI/0036/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Pradip Basu Biswas

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2324-0072

AWARD NO:IO/KOL/R/LI/0022/2023-2024

1.	Name & Address Of The Complainant	Pradip Basu Biswas S/o - Late Sachindranah Basu Biswas, Dalmadal Road, PO +PS - Bishnupur, Bankura - 722 122.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0543665187	0	06-Jan-2023			404808	Single Premium	Single
3.	Name of insured	Pradip Basu Biswas						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Request for Free Look Cancellation rejected by the company						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Hearing not required						
	b)For the Insurer	Hearing not required						
13.	Complaint how disposed	Hearing not required						

Brief Facts of the Case:

The complainant had approached the respondent Insurance Company for cancellation of the policy within the Free Look Period but the company has rejected his request.

Contention of the complainant:

- The complainant was very much attached with the respondent Insurance Company since long and he is a bachelor staying alone in his Bishnupur house and he has no other family member in Bishnupur and at present he has no other source of income. The complainant has been suffering from nervous and other problems. Regular medical check up and treatment is required time to time as and when required.
- The mentioned policy number has been performed but after that interest of banks increased. Accordingly he decided to cancel the policy and requested to the Bajaj Allianz Insurance Company, Kharagpur Branch for cancellation of the same within 15 days from the date of receipt of the policy document. But his request for cancellation has been rejected by the company and he requested for clarification why it was rejected.
- As a customer always he thinks best return in amount and now if he deposits the same amount in bank, he will get more return, which will be very much helpful for maintaining present situation like day to day expenditure as well as medical check up and treatment as he is 67 years old and suffering from nervous and other problems.
- Considering the stated facts, he has requested for issuance an order to the Insurance Company for cancellation of the policy and refund of the premium paid under the policy.

Contention of the Respondent:

The respondent Insurance Company as per their email dated 26.4.2023 has informed to this office that they are settling the aforesaid matter by refunding the entire premium under the policy.

Observation and conclusions:

- From the copy of the policy bond it reveals that the policy was issued in the name of Mr. Pradip Basu Biswas as policy holder as well as annuitant. The age of the policy holder at the time of commencement of the policy was 67 years.
- The policy is an annuity policy with Single Premium amount of Rs. 4,04,808/-. The annuity amount payable annually @ Rs. 27,278/-.
- The annuity option was chosen by the complainant is Option B.
- From a Service Request Acknowledgement Letter sent by the company it is observed that request for Free Look Cancellation was registered on 23.1.2023 with Query No. 106461485.
- The complainant again followed up the matter on 3.2.2023.
- From the copy of the Welcome Letter enclosing the policy document it is seen that the policy bond was sent to the complainant on 6.1.2023 and clause of Free Look Cancellation was duly mentioned in the that letter.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-006-2324-0072

Taking into account the facts and circumstances of the case and after going through the documents on record, it is observed that the respondent Insurance Company is agreeable to settle the matter by refunding the total premium paid under the policy to the complainant. Hence, without going into the merit of the case, it is recommended to cancel the stated policy immediately and refund the total premium paid under the policy to the complainant with intimation to this office.

As per Insurance Ombudsman Rules, 2017 (as amended till date), Rule 6, the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0022/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Asok Kumar Sen

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2324-0071

AWARD NO:IO/KOL/R/LI/0023/2023-2024

1.	Name & Address Of The Complainant	Asok Kumar Sen 58E/2, Dharmatala Road, Kolkata - 700 042.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0504190356	0				0		
3.	Name of insured	Subhra Sen						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Mis-selling and non receipt of policy document						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	27-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Asok Kumar Sen						
	b)For the Insurer	Mr. Saswata Banerjee						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The policy was sold by showing various benefits and one time investment but actually did not get any benefit.

Contention of the complainant:

- The complainant was cheated by Aditya Banerjee (97480xxx16) for investing in Bajaj Allianz Life Insurance Company saying various benefits and one time investment.
- The Application Form was also not filled up by him (except signature) for that his residential address was not given properly. That's why he has not received the policy bond and did not know the policy number.
- He has requested to Aditya Banerjee to give the policy number but he did not give. He also mailed to Bajaj Allianz to give the policy number but they also did not co-operate.
- He also did not get any benefit from the policy as told by Aditya Banerjee.
- When the premium paying date came he got SMS from Bajaj Allianz and got the policy number. Then he wrote to the company for cancellation of the policy and return the paid premium along with interest as he has not received the policy bond so it is still under Free Look Period.
- The delayed complaint is due to non-availability of the policy number.
- The complainant has requested to look into his problem and advise the company to return his paid premium along with interest as he is 75 years old.

Contention of the Respondent:

At the outset, the Company submits that the contentions raised by the Complainant under reply are wholly misconceived, contrary to the true and correct facts in the manner and untenable. Unless expressly admitted herein, the entire contents of the Complaint are denied *in toto*.

It is submitted that the Complainant has not placed the true and correct facts in the matter before this Hon'ble Forum. The Complainant has suppressed certain material facts in the matter while at the same time skewing the facts in order to claim monetary benefit in contravention and in clear breach of the terms and conditions of the said Policy the Complaint under reply is a flagrant abuse of the process of law in order for the Complainants to unjustly enrich themselves despite the illegal and fraudulent actions on their part.

It is submitted that the Complainant has alleged that he was misled the said Policy. However, on perusal of the Proposal form duly signed and submitted by the Complainant it is clear that the Complainant was well and sufficiently aware of the benefit term, premium term and amount of premium payable under the said Policy since the Benefit Illustration and Proposal Form clearly indicate 12 years premium paying term.

It is submitted that the Complainant was extended a 15 day Free-Look Period in respect of the said Policy as per the provisions of the Insurance Regulatory and Development Authority of India (Protection of Policyholder's Interest) Regulations, 2002, which entitled them to make a written request to the Company to cancel the said Policy in the event the terms and conditions of the said Policy were not to the Complainant's preference.

It is submitted that the Complainant never raised any concern or request to have the said Policy cancelled on receipt thereof, the first complaint was raised by the complainant before the forum on 24/03/23. In light thereof, the fact that he never raised any concerns or request for cancellation of the said Policy during the free-look period and the said Policy was commenced from 28/03/22 so it is an act that clearly illustrates the Complainant's malafide intentions in this regard.

It is submitted that the Complainant is attempting to unjustly enrich themselves against the terms and conditions of the said Policy that were duly agreed upon by way of the Proposal forms and the non-challenge of the terms of the said Policy during the free-look period.

It is submitted that a Contract of Insurance is an agreement between the proposer and the Insurance Company, wherein both parties agree to be bound by and are expected to strictly adhere to the terms and conditions of the Contract of Insurance. Further, it is incumbent upon both parties to the Contract to discharge their respective obligations, in performance of the contract.

It is therefore submitted that any alleged promises or vague allegations which are not the part of the express terms and conditions of the said Policy as received by the Complainant, are neither binding on the Company nor enforceable as law per the provisions of the Indian Contract Act, 1872. Since the company has acted strictly in accordance with the terms and conditions of the said Policy, the present Complaint is nothing but an abuse of the provisions of the Insurance Act on the part of the Complainant, purely for his/her own *malafide* intentions.

Inis submitted that Complainant has not approached this Hon'ble Ombudsman with clean hands as he/she has failed to discharge his/her Contractual obligation under the said policy and have attempted to suppress certain germane and true facts in the matter.

Inis submitted that Complainant has not approached this Hon'ble Ombudsman with clean hands as he/she has failed to discharge his/her Contractual obligation under the said policy and have attempted to suppress certain germane and true facts in the matter.

In view of the submissions made above, it is evident that the Complainant has levelled false accusations without an iota of evidence just to derive illegal financial gains contrary to the Contract of Insurance under the said Policy. It is therefore, humbly requested that this Complaint under reply, be dismissed in the interest of justice and equity.

Observation and conclusions:

- The complainant has not submitted copy of policy bond he has informed that he has not received the policy bond from the company.
- From a copy of email addressed to the customer care of the company, it is seen that an amount of Rs. 1,57,000/- was debited from his Bank Account on 31.3.2022 but he did not get any assured benefit and policy document. He had requested to cancel the policy and refund of the premium.
- Again he followed up the matter on 6.3.2023.
- On 6.3.2023 the company acknowledged his complaint and registered under SRN number 107493512.
- On 8.3.2023, the Insurance Company vide their email informed to the complainant that his Email ID/Mobile Number is not registered in their record and requested to register his Email ID/Mobile Number or send email from his registered Email ID.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-006-2324-0071

Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both the parties present during the course of hearing, it is observed that the respondent Insurance Company is agreeable to refund the premium amount to the complainant after cancellation of the stated policy. Hence, without going into the merit of the case, it is recommended to cancel the stated policy immediately and refund the total premium paid under the policy with intimation to this office.

As per Insurance Ombudsman Rules, 2017 (as amended till date), Rule 6, the Insurer shall comply with the award within thirty days of receipt of the award and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0023/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Asok Kumar Sen

VS

RESPONDENT: Aviva Life Ins. Co. India Pvt. Ltd.

COMPLAINT REF: NO: KOL-L-004-2324-0070

AWARD NO:IO/KOL/R/LI/0048/2023-2024

1.	Name & Address Of The Complainant	Asok Kumar Sen 58E/2, Dharmatala Road, Kolkata - 700 042.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10478243	3190000	22-Feb-2022	22-Feb-2042		296525	20 YEARS/YEARLY	10 YEARS
3.	Name of insured	Subhra Sen						
4.	Name of the insurer/broker	Aviva Life Ins. Co. India Pvt. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Mis-selling and non receipt of policy document						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Asok Kumar Sen						
	b)For the Insurer	Mr. Aanchal Dutta						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The policy was sold by showing various benefits and one time investment but actually did not get any benefit.

Contention of the complainant:

- The complainant was cheated by Aditya Banerjee (97480xxx16) for investing in Bajaj Allianz Life Insurance Company saying various benefits and one time investment.
- The Application Form was also not filled up by him (except signature) for that his residential address was not given properly. That's why he has not received the policy bond and did not know the policy number.
- He has requested to Aditya Banerjee to give the policy number but he did not give. He also mailed to Bajaj Allianz to give the policy number but they also did not co-operate.
- He also did not get any benefit from the policy as told by Aditya Banerjee.
- When the premium paying date came he got SMS from Bajaj Allianz and got the policy number. Then he wrote to the company for cancellation of the policy and return the paid premium along with interest as he has not received the policy bond so it is still under Free Look Period.
- The delayed complaint is due to non-availability of the policy number.
- The complainant has requested to look into his problem and advise the company to return his paid premium along with interest as he is 75 years old.

Contention of the Respondent:

- It is submitted that the complainant had purchased the policy Aviva New Wealth Builder bearing No. 104xxx43 with commencement date of 22.2.2022. That the complainant paid an aggregate premium of Rs. 303050/- till date.
- It is further submitted that the above mentioned policy was issued after validation of proposal stage verification call in which the representative of the company had explained all major Terms and Conditions of the policy to the complainant/policyholder. It is submitted that at the time of the Pre-issuance Verification Call consent in assertion to process the application was given and further did not report any disparity with the policy terms and conditions.
- That the complainant raised his grievance on 22.2.2023 and the said complaint was duly replied by the answering Respondent Company vide reply dated 3.3.2023. It is submitted that the said policy bearing number 104xxx43 was enforced basis the duly consent received by the complainant in the proposal form at the time of policy application. The company had also conducted a Pre-issuance Verification call prior to policy issuance at the registered contact number where consent was given in assertion to process the application and not reported any disparity with the policy terms and conditions. However, taking the cognizance of the request of the complainant, the company decided to cancel the policy bearing number 104xxx43 under Free Look period and refund the total amount paid towards it, post the deduction of IRDA mandated Free Look Charges.
- That in view of the above, the Respondent Company vide the aforesaid letter dated 3.3.2023 requested the complainant to share certain documents for processing the request. However, the cancellation request of the complainant is put on hold due to non-furnishing of complete documents.
- That as the Respondent Company has not received the requisite documents, the said policy could not be cancelled, and the same is on hold.
- The Respondent Company hereby submits that the complainant may be directed to furnish the requisite documents as sought vide letter dated 3.3.2023 so that the policy can be cancelled and premium can be refunded.
- It is submitted that no mis-representation was ever made by the Respondent Company.
- It is submitted that the policy terms and conditions are completely in accordance with IRDAI guidelines and approved standards.
- It is submitted that the Respondent Company has made all sincere efforts to resolve the grievances of the complainant in adherence with the best business and ethical practices which it follows.
- It is submitted that the company has neither compelled the policyholder to purchase the above mentioned policy nor has the company given any false promises to complainant/Policyholder.
- It is submitted that the company has at all times acted with utmost transparency, due care and diligence and also in accordance with the Standard Terms and Conditions in all its dealing with the

complainant/Policyholder.

- In light of the above, we humbly submit that the present complaint as per the policy terms and conditions and facts presented herein above, may kindly be dismissed by this Hon'ble Forum.

Observation and conclusions:

- The complainant has not submitted copy of the policy document as he has not received the same from the company.
- From a copy of email dated 21.11.2022, addressed to the Customer Services of the company it is revealed that an amount of Rs. 3,03,600/- was debited from his bank account on 31.1.2022 for taking a new insurance policy but he did not get any benefit and the policy document from the company. He had requested to cancel the policy and return of the premium paid.
- On 6.2.2023, he again followed up the matter with the company requesting for cancellation of the policy.
- On 6.2.2023, the company had acknowledged the request for cancellation of the policy and informed that they would respond within 4 business days.
- On 23.2.2023, the company again had sent an email to the complainant in which they have informed that they were attending to the concern at priority and solicited his co-operation so that they can conclusively communicate the outcome of the investigation in 2 weeks.
- On 27.2.2023, the complainant had again followed up the matter giving the policy number and requesting for cancellation of the policy as he was cheated by the Aditya Banerjee.
- On 28.2.2023, the company had replied to the complainant that his email ID was not registered in the record and they requested to the complainant to update the email ID through their suggested methods.
- The Respondent Insurance Company as per their SCN has informed that they have already decided to cancel the policy under Free Look Period and refund the total premium paid post deduction of IRDA mandated Free Look Charges.
- From the recording of the PIVC it is observed that the company representative conducted PIVC with the Life Assured and informed about the policy details. The complainant did not raised any concern at that time and she had given her consent to proceed further to issue the policy.
- The policy was issued in the name of Subhra Sen as Life Assured and Mr. Ashok Kumar Sen is the Owner of the policy.
- The policy document was sent to the complainant on 23.2.2022 and clause of Free Look Cancellation was duly mentioned in the Welcome Letter.
- The Total Annual Income as written in the proposal form is Rs. 6,00,000/- with source of income as Business.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-004-2324-0070

Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both the parties present during the course of hearing, it is observed that the respondent Insurance Company is agreeable to refund the total premium paid under the policy after cancellation of the stated policy for which they have already called for some requirements from the complainant vide their email dated 3.3.2023. Hence, without going into the merit of the case, it is recommended to cancel the stated policy immediately and to refund the total premium paid under the policy with intimation to this office.

As per Insurance Ombudsman Rules, 2017 (as amended till date), Rule 6, the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0048/2023-2024
Date:30/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Madhulina Banerjee

VS

RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-021-2324-0078

AWARD NO:IO/KOL/R/LI/0025/2023-2024

1.	Name & Address Of The Complainant	Madhulina Banerjee 104/1/1, Shibpur Road, Howrah - 711 102.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	31420452	4900000	31-Jan-2019	31-Jan-2029	31-Jan-2019	8000	10/ yearly	10
	23784482	4000000	18-Jul-2018	18-Jul-2028	18-Jul-2018	6667	10/ Yearly	10
3.	Name of insured	Madhulina Banerjee						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Fraudulent sell of term policy without information to customer.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	51927						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed							

Brief Facts of the Case:

As per complainant, she is a victim of fraudulent activities of agent of ICICI Prudential Life Insurance Company Ltd. She has lost her husband in 2015 & received some money from his office & to secure the future of her 6 years old daughter, she has contacted ICICI Bank Ltd & she has purchased 2 insurance policies numbered as 23xx4452- ICICI Pru Life Time Classic & 31xx0452- ICICI Pru Elite Life Super on 18.7.2018 & 31.1.2019 respectively. But the concerned agent has included 2 separate term policies along with 2 original policies without her knowledge. As per advice of concerned agent, she has selected auto debit option for payment of renewal premium but keeping the complainant in dark, he cheated the complainant intentionally with misleading & deceitful communications. For these 2 term policies, no other policy bond has been sent to the complainant. The concerned term policies numbered as 23xx4482 & 31XX0452 named as ICICI Pru- I Protect Smart plan. She came to know about these 2 term policies when the complainant has actually opted to buy a term policy from ICICI & her claim got rejected. She then contacted immediately to ICICI Pru Life Office & stopped auto debit payment option for the 2 term policies.

Contention of the complainant:

As the above incident is a clear case of fraudulent activity by the agent of the ICICI Prudential Life Insurance Company Ltd., she has appealed before the Forum for refund of premium after cancellation of 2 policies as Respondent Insurer is not ready to resolve the issue with proper investigation at their level.

Contention of the Respondent:

As per Self Contained Note, Company was in receipt of duly filled online application forms along with relevant supporting documents & KYCs for issuance of the said policies & physical copy of policy bonds were dispatched through Blue Dart Courier vide AWB No. 35353079510 & 36048872414 on 20.07.2018 & 20.03.2019 against policy nos. 23xx4451 & 31xx0452. Company has received total disputed amount as Rs, 23601/ & 28325/ as premium for 3 years which includes the first year's premium against 2 policy nos. 23xx4482 & 31xx0452. Company has issued 2 policy nos. 23xx4451 & 31xx0481 with combination of 2 term policy nos. 23xx4482 & 31xx0452 with standard rates since policyholder has not disclosed any medical details at the time of issuance of the policies. After issuance of the policies, Company has sent proactive SMS communications related to policy issuance, policy term & policy document dispatch details on the mobile number as mentioned in the application form. But Company has not received any free look cancellation request within stipulated period as per terms & conditions of policy & due to non receipt of renewal premium, the impugned policies have been moved to lapsed status. As per records, Company was in receipt of request for cancellation & refund of policy no 31xx0481 on 14.4.2022 & Rs. 242000/ has been processed through Neft to Bank A/C of policyholder on 11.05.2022 but policyholder had never approached the Company with any grievance regarding the subject policies within stipulated period and also never raised any dispute against the subject policies. She has directly approached to the Forum alleging policy nos. 23xx4482 & 31xx0452 sold without her consent and demanding cancellation & refund of premium & as an exception, Company now offers for refund of total premium paid after cancellation of 2 policy nos. 31xx0452 & 23xx4482. Company has send e mail to complainant for submission of advance discharge voucher, cancelled cheque leaf or bank statement wherein the amount to be credited & identity proof at the earliest for processing of the refund amount at the earliest.

Observation and conclusions:

Respondent Insurer is ready to refund of the premium against 2 policy nos. 31xx0452 & 23xx4482 after cancellation of 2 policies as an exception & the same has been informed to Customer through mail for submission of Advance Discharge Voucher, Cancelled Cheque leaf/ Bank Statement wherein the amount to be credited with identity proof as full & final settlement of the claim. The matter has been informed to complainant over her mobile no. xxxxxx1527 from this Forum on 26.04.2023 & she has accepted the proposition of the Insurer & not interested to attend the hearing on scheduled date, i.e., on 27.04.2023.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-021-2324-0078

Without going into the merit of the case and considering the offer made by the Insurance Company, they are advised to refund the premium amount received from the complainant towards full & final settlement of the above claim after cancellation of 2 policies numbered as 31xx0452 & 23xx4482 with an intimation to this Forum. Hence, the complaint is treated as disposed of. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017: As per Rule 17(6) of the said rules, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0025/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Krishna Roy

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-019-2324-0001

AWARD NO:IO/KOL/A/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Krishna Roy W/o - Tarun Roy, Lal Bathani Manikchawk, Malda - 732 203.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23253670	600000	17-Dec-2020	09-Dec-2070	09-Dec-2020	50000	50/YEARLY	12
	23417957	300000	31-Jan-2021	27-Jan-2071	27-Jan-2021	25000	50/YEARLY	12
3.	Name of insured		Krishna Roy					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		15-Mar-2023					
6.	Nature of Complaint		Mis-selling of two long term regular premium policies					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		78376					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		19-Apr-2023					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant		Ms. Krishna Roy & Ms. Sanchari Roy (Daughter)					
	b)For the Insurer		Mr. Sumit Saha					
13.	Complaint how disposed		By conducting online hearing					

Brief Facts of the Case:

- i) Ms. Krishna Roy, the Complainant, purchased two limited payment whole life individual life insurance policy bearing no.23253670 & 23417957 from HDFC Life Insurance Co. Ltd. on her own life on 17.12.2020 & 31.01.2021 with annual premium of Rs.52,250/- (Basic Premium Rs.50,000/-) & Rs.26,125/- (Basic Premium Rs.25,000/-) respectively.
- ii) These two policies were sourced through the direct channel of HDFC Life under Agent No. 00927127 & 00910273.
- iii) It is alleged that these long term regular premium policies were mis-sold to her as single premium policies on the pretext of providing job to her at HDFC company.
- iv) She approached the Insurance Company on 27.07.2021 through email for refund of premium on cancellation of the policies alleging mis-selling but the Insurance Company declined her request on 30.07.2021 on the basis of late submission of cancellation request after expiry of free look period. The Complainant followed up his complaint through email dated 12.09.2022.
- v) The Complainant lodged complaint with this office of the Insurance Ombudsman on 09.11.2022 for redressal of her grievance through refund of premium on cancellation of the policies.

Contention of the complainant:

- i) That these two policies were mis-sold to her by Mr. Samrat Banerjee & Mr. Krishnendu Naskar of HDFC Life, Shyambazar Branch on the pretext of providing job to her. But she had not been offered any job after purchasing these policies and they are not picking up her calls.
 - ii) That she was told that after opening her code they would arrange to cancel these policies. She came to know after a long time that these were regular premium policies and no single premium policies as promised to her by those Agents.
 - iii) That she approached the Help Desk of the Insurance Company through email for cancellation of the policy alleging mis-selling but the Company did not pay heed to her concern. She then called the Customer Care but they did not help her in this matter.
 - iv) That subsequently she received phone call from HDFC Life and she was asked to pay Rs.40,000/- for cancellation of the policies.
 - v) That she had to avail loan to purchase these policies and she does not have the financial adequacy to continue these policies. Thus, she pleaded for refund of premium on cancellation of these policies.
- Ms. Sanchari Roy, daughter of the Complainant, attended the online hearing on 19.04.2023. She said that the policy was mis-sold with false promise of providing job. They were assured that these policies would be cancelled after 1/2 months. The policies were purchased by availing loan. She said that her mother is a housewife and her father has been incapacitated for job after an accident.

Contention of the Respondent:

The contention of the respondent Insurance Company as per their Self Contained Note (SCN) dated 12.04.2023 is as follows:

- i) That the impugned Policies were issued after receipt of the Proposals from the PolicyHolder/Complainant on 09.12.2020 and 27.01.2021. After receipt of the Proposals, the Policy was issued 18.12.2020 and 01.02.2021. The Policy Document along with the Welcome Letter for the impugned Policy was delivered to the Policy Holder/Complainant and she has not disputed the receipt of the same. It is a universally accepted proposition that a person is presumed to have full understanding of the terms and conditions along with other ancillary details before concluding purchase of any insurance product and thereby accords his/her free consent to the same.
- ii) That Further the proposal forms, under **Section III** clearly defined the **plans, premium paying terms, policy terms and premium installment amounts** and the same were within the complete knowledge of the Complainant at the time of filling up the proposal form. No part of the policy schedule, welcome letter or the terms and conditions make any mention of features otherwise than in the proposal form. The Complainant with his absolute understanding duly consented to the terms and conditions of the present policy in question and is bound by the same.
- iii) That before issuance of the Policy the Policy Holder had accepted all the Terms and Conditions of the Policy through **Verification Call**. There is no such allegation has been made during the Verification.
- iv) That the Proposal through the Customer Declaration Form was duly executed by the Policy Holder/Complainant. In the Complaint, the Complainant never denied the same. Hence it is clearly understandable the Policy Holder/ Complainant had the full knowledge about the policy.
- v) That in the said Complaint, the Complainant had alleged that, the Policies were issued with false assurance of Single Premium Policy and guaranteed jobs. In this regard, the Insurance Company had declined the allegation made by the Policy Holder. As per the Proposal Form, the Policy Holder is well educated and teacher by profession. She had thoroughly understood the Terms and Conditions of the Policy at the time of the Proposal.
- vi) That the Policy Holder had paid only the Subscription Premium against both the Policies and failed to pay the renewal premiums. The Insurance Company had informed the Policy Holder about the Policy status time to time. However, the Policy Holder never paid the Renewal Premiums.
- vii) That as per the Terms and Conditions of the Policy an "Immediate Income" will be payable as "Survival Benefit Payout" to the Policy Holder. In the Complaint, the Complainant had failed to mention that, she had already received the Survival Benefits Payout. The details of the Survival Benefits are given below:

Policy No.	Benefit Payout Starts Date	Last Date of Payout	Survival Benefit Amount	Total Survival Amount Paid
23253670	11.01.2021	09.12.2021	Rs.1,440/-	Rs.17,280/-
23417957	27.01.2022	27.01.2022	Rs.9,000/-	Rs.9,000/-

- viii) That Further, under the guidelines issued by the Insurance Regulatory and Development Authority of India under **Regulation 10 (1) of Protection of Policyholder's Interest Regulation**, the policyholder is at liberty to review the terms and conditions of the policy and has the

option to cancel the policy by stating the reasons for his/her objection within 15 days of the receipt of policy bond. However, the Complainant failed to exercise the "Free Look Period" option and did not revert to the Company within the 15 days from the receipt of the policy bonds with complaints on the terms and conditions or any other reasons for that matter.

Seeking for cancellation within the stipulated Free-Look cancellation period is the duty of the Complainant in case he/she is not satisfied with the policy sourced. The Company cannot be made liable for any deliberate omission made in this regard. Condonation of delay in the instant complaint, if granted without any shred of proof of mis-selling will lead to gross miscarriage of justice and will set a poor precedent.

ix) That the Complainant/Policy Holder had never approached before the Insurance Company within the Free Look Period. However, the Policy Document was duly delivered to the Policy Holder. The Policy Holder/Complainant had approached before the Insurance Company for the first time vide letter dated 27.09.2021 i.e. after the end of the Free Look Period which was duly replied by the Insurance Company on 30.07.2021. As per the Terms and Conditions of the Policy, the Free Look Period for the Policy is 15 days. The Policy Holder again approached before the Company on 23.09.2022 i.e. after 1 year 2 months from the date of rejection of the 1st Complaint. As per Ombudsman Rules 2017, it is clearly mentioned that, the Ombudsman Complaint should be made within One Year from the date of rejection of the Complaint.

Mr. Sumit Saha represented HDFC Life Insurance Co. Ltd. in the online hearing. He reiterated that the Complainant approached the Ombudsman Office more than 1 year after rejection of her representation by the respondent Insurance Company. The verification call was conducted in vernacular language but the Complainant did not raise any concern during the call. The Complainant received survival benefits as per terms and conditions of the policies. She also applied for change of mode of payment of premium under one policy. So, the allegation of mis-selling is an afterthought.

Observation and conclusions:

- i) Ms. Krishna Roy, the Complainant, purchased two HDFC Life Sanchay Par Advantage policy bearing no.23253670 & 23417957 on her own life on 17.12.2020 & 31.01.2021 with annual premium of Rs.52,250/- & Rs.26,125/- respectively.
- ii) These two policies were sourced through the Corporate channel of HDFC Life under Agent No. 00927127 & 00910273.
- iii) The first complaint was lodged by the Complainant with the insurer on 27.07.2021, after 7 months from issuance of the first policy.
- iv) The Complainant applied for change in frequency of premium payment from yearly to monthly under policy bearing on. 23253670 on 24.01.2022, after 6 months from approaching the insurer for cancellation of the policy.
- v) The Complainant received total survival benefits of Rs.17,280/- & Rs.9,000/- under policy no. 23253670 & 23417957 respectively.

AWARD

COMPLAINT REF: NO: KOL-L-019-2324-0001

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant approached the Insurance Company with allegation of mis-selling of the policies bearing no. 23253670 & 23417957 more than 6 months after issuance of policies. She received survival benefits under these policies as well. She even applied for change of premium payment frequency under one impugned policy. Hence, the allegation of mis-selling does not appear to be sustainable in this case.

As such, this complaint is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of. If the decision is not acceptable to the Complainant, she is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

AWARD NO: IO/KOL/A/LI/0009/2023-2024

Date: 21/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Gopal Saha

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-019-2324-0012

AWARD NO:IO/KOL/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Gopal Saha Ananya, Tentulberia West, Anukul Chandra 2nd Lane, Rajpur, Sonarpur (M), PO - Garia, Kolkata - 700 084.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	25845871	0	08-Mar-2023		08-Mar-2023	316626	01/DEF ANNUITY	01
3.	Name of insured	Gopal Saha						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	29-Mar-2023						
6.	Nature of Complaint	Mis-selling of deferred annuity policy mentioning higher interest rate						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Gopal Saha						
	b)For the Insurer	Mr. Sumit Saha						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

- i) Mr. Gopal Saha, the Complainant, purchased this single premium non-linked non-participating annuity policy bearing no. 25845871 from HDFC Life Insurance Co. Ltd. on his own life on 08.03.2023 with purchase price of Rs.3,16,626/-. The deferment period of the policy is one year and the date of first annuity payment of the policy is due on 08.03.2025. The frequency of annuity payment is annual and the yearly annuity is Rs.20,047/-. The annuity option chosen by the Complainant is "Deferred Life Annuity ROPP".
- ii) This policy was sourced directly through Corporate channel of HDFC Life Ins. Co. Ltd. under Agent Code 01067694.
- iii) It is alleged that this policy was mis-sold quoting inflated rate of interest on annuity of 8% per annum but the actual interest is much lower than that.
- iv) He approached the insurer through email dated 14.03.2023 for cancellation of the policy due to his dissatisfaction over the terms and conditions of the policy, but the Company in their response dated 15.03.2023, informed him that they were investigating the matter and might contact him for any clarification, if required. He was also advised to approach the office of the Insurance Ombudsman if the matter was not resolved within 30 days. The Company further in their email dated 30.03.2023 informed the Complainant that lookin cancellation was not applicable for the subject policy.
- v) The Complainant lodged complaint with this office of the Insurance Ombudsman on 29.03.2023 for redressal of his grievance with refund of premium on cancellation of the policy.

Contention of the complainant:

- i) That while purchasing the policy, he was offered a scheme with yearly interest of 8% per annum. But later, he came to know that the scheme has no interest for the first two years and subsequently it has an interest of 6.6% per annum which is much lower than the existing rate of interest of post office and bank.
 - ii) That as such he is not satisfied with the terms and conditions of the pension policy and wants to withdraw the money deposited by him as early as possible.
 - iii) That he is a senior citizen and prayed for intervention of this office to get back his invested money on cancellation of the policy.
- Mr. Gopal Saha, the Complainant, attended the online hearing on 19.04.2023. He stated that on receipt of the policy document he noticed that the terms and condition of the subject policy were not matching with those mentioned at the time of issuance of the policy. As a senior citizen he is entitled to receive higher interest rate in Bank/Post Office than that is offered in this policy. Hence, he requested for withdrawal of the invested amount under this policy.

Contention of the Respondent:

The contention of the Insurance Company as per their Self Contained Note (SCN) dated 17.04.2023 is as follows:

- i) That the impugned Policy was issued after receipt of the Proposal from the Policy Holder/Complainant on 08.03.2023. After receipt of the Proposal, the Policy was issued on the same day i.e. 08.03.2023.
- ii) That the said complainant has chosen his insurance portfolio totally out of his own will and without any undue coercion or force. It is also submitted herein that only after understanding and having been duly convinced about the terms and conditions, benefits, inherent features and consideration of the policy; he had signed and submitted the Proposal Form confirming her knowledge and consent of making the aforesaid proposal.
- iii) That the Policy Holder/Complainant is a veteran customer of HDFC Life Insurance since 2002. The Policy bearing No.00102765 was issued on 24.12.2002 and the Policy Holder had paid all the premiums against the said Policy.
- iv) That the previous Policy bearing No.00102765 (HDFC Personal Pension Plan) has been vested on 24.12.2022 as per the Terms and Conditions of the Policy. A total amount of Rs.151,934/- has been paid by the Policy Holder till the end of the Premium Payment Term.
- v) That as per the Policy bearing No.00102765, it is clearly mentioned that, as per Terms and Conditions of the Policy, lumpsum amount will be paid to the Policy Holder and rest amount will be converted into a new Annuity Plan. The new Policy bearing No. 25845871 has been issued as per the Terms and Conditions of the Policy.

Basic Benefits:

(1) Benefits payable on Survival of the Life Assured to the Vesting Date, at the Vesting Date, the policy attains a notional cash value, which is made up of the Sum Assured stated against Personal Pension Plan – Vesting Benefit in the Schedule of Benefits plus any attaching bonuses. Subject to the prevailing legislation and regulations, part of this can be taken as a lump sum and the rest converted to an annuity at the rates, terms and conditions then offered by us. Alternatively, if it is permitted by the prevailing regulations, the notional cash value can be used to buy an annuity with any other company who will accept such business.

- vi) That on 08.03.2023 the Policy Holder/Complainant had submitted Application for Transfer of Funds from the Old Policy bearing No. 00102765 of Rs.316,626/- to issue a new Policy. After receipt of the Application from the Policy Holder, the Insurance Company had started the process of issuance of the New Policy.
- vii) That, before issuance of the Policy, the Insurance Company had verified all the details of the Policy Holder through Web Chat which was validated through OTP by the Policy Holder. In the said Web Chat, the Policy Holder had agreed all the Terms and Conditions of the Policy and provided all the details towards the issuance of the Policy.
- viii) That, on 08.03.2023 the Policy Holder had signed the Pension Consent Form where it is clearly mentioned that, the Policy Holder had

withdrawn 32.13% of the Vesting Amount and utilise the balance amount to purchase annuity policy.

ix) That the Policy Holder had submitted the NEFT details at the time of issuance of the New Policy i.e. on 08.03.2023. On receipt of the document, the Insurance Company had credited the sum of Rs.149,915/- to the Policy Holder.

x) That the Policy Holder/Complainant had received Rs.149,915/- through Direct Credit. The same has not been disclosed by the Policy Holder/Complainant in the Complaint Letter. Please find the below mentioned details for your reference.

Policy No	Pay-out Date	Pay-out Amount (Rs.)	Reason for Pay-out
00102765	13.03.2023	Rs.149,915/-	33% Commutation

xi) That the Policy Holder had duly validated the Application Verification Form on dated 08.03.2023. In the said Verification Form, all the Terms and Conditions of the new Policy was duly accepted by the Policy Holder.

The present complaint raises serious doubts and the same seems to be false, fabricated and an afterthought as the company clearly acted as per terms and conditions of the insurance policy.

Mr. Sumit Saha represented HDFC Life Insurance Co. Ltd. in the online hearing. He reiterated that the Complainant is a veteran customer of HDFC Life since 2002. The subject annuity policy was issued transferring the maturity proceeds of his old policy according to the terms and condition of the old policy. The Free Look cancellation is not applicable in this annuity policy as it is an extension of the old policy.

Observation and conclusions:

a) The Complainant had a previous policy bearing no. 00102765 with the respondent Insurance Company and the impugned annuity policy bearing no. 25845871 has been issued as per application of the Complainant dated 08.03.2023 by transferring the fund of Rs. Rs.3,16,626/- of this old policy after commutation of Rs.1,49,915/- i.e. 32.13% of the vesting amount in accordance with the terms and condition of the old policy which reads:

"2. Benefits: If you pay the premiums that are due, we will pay the following benefits to you or to any other person who is entitled to receive them:

Basic Benefits: (i) Benefits payable on Survival of the Life Assured to the Vesting Date

At the Vesting Date, the policy attains a notional cash value, which is made up of the Sum Assured stated against Personal Pension Plan - Vesting Benefit in the Schedule of Benefits plus any attaching bonuses. Subject to the prevailing legislation and regulations, part of this can be taken as a lump sum and the rest converted to an annuity at the rates, terms and conditions then offered by us. Alternatively, if it is permitted by the prevailing regulations, the notional cash value can be used to buy an annuity with any other company who will accept such business."

b) The Complainant applied for refund of the premium on cancellation of the impugned policy bearing no. 25845871 on 14.03.2023 and the respondent Company intimated the Complainant in their email dated 30.03.2023 that look in cancellation is not applicable for the said policy. This is mentioned under point 4. Free Look Cancellation of Part D (Policy Servicing Aspects) in the policy document which reads: *"However this option will not be available in the event of purchase of this policy from the vesting proceeds of an accumulation pension product previously purchased by you."*

AWARD

COMPLAINT REF: NO: KOL-L-019-2324-0012

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the impugned policy bearing no. 25845871 was issued from the vesting proceeds of an accumulation pension product previously purchased by the Complainant. The free look cancellation is not applicable as per terms and conditions of the subject policy.

As such, this office does not find any reason to intervene in this matter and the Complaint is treated as disposed of without providing any relief to the Complainant.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0010/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Mahua Das

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2324-0048

AWARD NO:IO/KOL/R/LI/0018/2023-2024

1.	Name & Address Of The Complainant	Mahua Das 2, Keyatala Road, Flat - 302, Kolkata - 700 029.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0526882530	2552576	08-Sep-2022	07-Sep-2046	08-Sep-2022	261255	24 years/yearly	12 years
3.	Name of insured	Mahua Das						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	261255						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Mahua Das						
	b)For the Insurer	Mr. Saswata Banerjee						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The complainant was misguided while opening the above mentioned policy. No mobile phone verification and OTP verification was done. After repeated request during the Free Look Period the company did not cancel the policy.

Contention of the complainant:

- The complainant has been misguided while opening the above policy.
- Ms. Sushmita Mitra has forced him to open this policy to meet her target by hiding many important facts about the policy.
- No KYC Verification, Mobile OTP verification was done while opening this policy.
- During the 15 days Free Look Period after opening the policy, the Bajaj Allianz agent/Axis Bank did not receive any call and they even refused to meet with her.
- After repeated email to them they did not even reply.
- Few days back, Nagesh Patil, Customer Service Executive of the company has mailed her that they are unable to refund the money as mobile OTP verification was done, which is actually not true.
- She has requested to look into the matter and take necessary steps so that she can get her hard earned money back.

Contention of the Respondent:

- At the outset, the Company submits that the contentions raised by the Complainant under reply are wholly misconceived, contrary to the true and correct facts in the manner and untenable. Unless expressly admitted herein, the entire contents of the Complaint are denied *in toto*.
- It is submitted that the Complainant has not placed the true and correct facts in the matter before this Hon'ble Forum. The Complainant has suppressed certain material facts in the matter while at the same time skewing the facts in order to claim monetary benefit in contravention and in clear breach of the terms and conditions of the said Policy the Complaint under reply is a flagrant abuse of the process of law in order for the Complainants to unjustly enrich themselves despite the illegal and fraudulent actions on their part.
- It is submitted that the Complainant has alleged that he was mis-sold the said Policy. However, on perusal of the Proposal form duly signed and submitted by the Complainant it is clear that the Complainant was well and sufficiently aware of the benefit term, premium term and amount of premium payable under the said Policy since the Benefit Illustration and Proposal Form clearly indicate 12 years premium paying term. A copy of the said Proposal forms has been annexed hereto and marked as **Annexure A**. It is also submitted that the Complainant has herself signed the BI (Benefit Illustration Form). A copy of the BI and policy bond has been annexed hereto and marked as **Annexure B**.
- It is further submitted that the said policy has been issued on the basis of the Proposal Forms submitted to the Company and on the terms and conditions contained therein. Further, the Company furnished the Policy documents to the Complainants via Speed post and the said Policy was delivered to the Complainant on **14/09/22**.
- It is submitted that the Complainant was extended a **15 day Free-Look Period** in respect of the said Policy as per the provisions of the Insurance Regulatory and Development Authority of India (Protection of Policyholder's Interest) Regulations, 2002, which entitled them to make a written request to the Company to cancel the said Policy in the event the terms and conditions of the said Policy were not to the Complainant's preference.
- It is submitted that the Complainant never raised any concern or request to have the said Policy cancelled on receipt thereof, the **first complaint** was raised by the complainant before us on **01/03/2023**. In light thereof, the fact that she never raised any concerns or request for cancellation of the said Policy during the free-look period and the said Policy was commenced from **08-SEP-22 (08/09/22)** so it is an act that clearly illustrates the Complainant's malafide intentions in this regard.
- It is submitted that the Complainant is attempting to unjustly enrich themselves against the terms and conditions of the said Policy that were duly agreed upon by way of the Proposal forms and the non-challenge of the terms of the said Policy during the free-look period.
- It is submitted that a Contract of Insurance is an agreement between the proposer and the Insurance Company, wherein both parties agree to be bound by and are expected to strictly adhere to the terms and conditions of the Contract of Insurance. Further, it is incumbent upon both parties to the Contract to discharge their respective obligations, in performance of the contract.
- It is therefore submitted that any alleged promises or vague allegations which are not the part of the express terms and conditions of the said Policy as received by the Complainant, are neither binding on the Company nor enforceable as law per the provisions of the Indian Contract Act, 1872. Since the company has acted strictly in accordance with the terms and conditions of the said Policy, the present Complaint is nothing but an abuse of the provisions of the Insurance Act on the part of the Complainant, purely for his/her own *malafide*

intentions.

Observation and conclusions:

- As per copy of the policy document submitted by the complainant it reveals that the policy was issued in the name of Mrs. Mahua Das as Life Assured as well as Policy Holder.
- Total annualised Premium amount involved in the policy is Rs. 261255/-.
- The policy document was sent to the complainant on 9.9.2022 and clause of Free Look Cancellation was duly mentioned in the Welcome Letter.
- As per Annexure VIA the complainant for the first time approached the Insurance Company for cancellation of the policy on 14.11.2022 and thereafter several follow ups were done upto 17.4.2023.
- The company responded to the complainant on 13.3.2023 regretting the request of the complainant.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-006-2324-0048

Taking into account the facts and circumstances of the case and after going through the documents on record it is observed that respondent Insurance Company is agreeable to issue a single premium policy cancelling the stated policy. Hence, without going into the merit of the case, it is recommended to cancel the stated policy immediately and utilize the refundable premium amount to issue a Single Premium Unit Linked Policy with effect from current date with Debt Fund with 5 years Lock In Period in the name of the Life Assured with intimation to this office. The clause of Free Look Cancellation will not be operative for the newly issued policy.

As per Insurance Ombudsman Rules, 2017 (as amended till date), the Insurance Company shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

If the decision is not acceptable to the complainant, she is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurance Company.

AWARD NO:IO/KOL/R/LI/0018/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Shreekanta Halder
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-008-2324-0038
AWARD NO:IO/KOL/A/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Shreekanta Halder Vill - Tarachandpur, Chaklakshmpur, PO - Nischintapur, Sheoratala, Near Panchanan Mandir, South 24 Pgs. - 743 374.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-9939278	1638554	27-Mar-2021		27-Mar-2021	99000	20	15
3.	Name of insured	Shreekanta Halder						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	20-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Shreekanta Haldar						
	b)For the Insurer	Riya Daga						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The customer has alleged mis-selling of the policy in lieu of promised loan but the loan never materialized and he has applied for refund. He had previously complained to the ombudsman regarding the policy but did not furnish details and so it was not considered (ref KOL-L-008-2223-1201) ON 22.02.2023. The customer has since complained to the insurance company on 21.02.2023 by speed post RW907557288IN but not received any reply from the company. He has requested refund of the premium

Contention of the complainant:

The complainant has furnished details of policy and alleged that the agent lured him with a promised loan of 40 lacs and he did as bidden by the agent. All the details given regarding signature and income was false and done by advisor. He has maintained that he had been fraudulently sold the policy and requested to cancel the policy and refund of the money

Contention of the Respondent:

The company has referred to the earlier case (ref: KOL-L- 008-2223-1201) where the complaint regarding policy no 5029601290 was dismissed.

Observation and conclusions:

It is observed that similar to the previous case, (KOL-L-008-2223-1201), we find that the complainant is not very educated, having studied up to class 4. The complainant does not have sufficient income to pay the renewal and being gullible is more likely to have been fooled by the advisor. In the earlier hearing on 21.02.2023, the said policy was not considered as the complainant had not approached the company regarding his grievance in respect of the policy. After that he has furnished proof that he had sent a letter to the company on 21.02.2023 by INDIA POST, ref no RW907557288IN which the company did not reply. Incidentally, the other policy in the earlier complaint was cancelled and refunded in favour of the complainant.

AWARD

COMPLAINT REF: NO: KOL-L-008-2324-0038

Taking into account the facts of the case, the submission made by the complainant and the respondent at the hearing, it is clear that the complainant is not educated and a series of life insurance policies were sold to him from various insurance companies. It is also evident that the customer is not in a position to pay the renewals. As such the insurance company is directed to cancel the policy no 502-9939278 since inception and refund the total amount to the life assured with intimation to this office. Hence the complaint is disposed of. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rule 2017. As per Rule 17(6) of the said rules, the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

AWARD NO:IO/KOL/ALI/0015/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Amar Sen

VS

RESPONDENT: Shriram Life Ins. Co. Ltd.

COMPLAINT REF: NO: KOL-L-043-2324-0037

AWARD NO:IO/KOL/R/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Amar Sen 1B/11, Ram Lal Agarwal Lane, 3rd Floor, Kolkata - 700 050.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NP012203493243	707000	28-Mar-2022		28-Mar-2022	99375	10	10
3.	Name of insured	Sampa Sen						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	20-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Amar Sen						
	b)For the Insurer	Suman Mukherjee						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complainant has alleged that 3 policies were sold by so called agents and ultimately he received two policy bonds of PNB Metlife and one of Shriram Life . After a month , when he found that he was not receiving any monthly pension , he realized that he had been duped. He applied for cancellation and refund to the company but they rejected his request as free look period was over as the customer has applied for free look after 2 months of receipt of policy bond.

Contention of the complainant:

The complainant has submitted that he is a old person and has no need for life insurance policies. All the policies were mis-sold to him as pension. According to him, PNB Metlife is refunding the premium and he expects that the company will do the same. He had complained to the company about 2 months after he received the policy bond and could not adhere to the free look period as he realized that the policy sold was not a pension policy as promised by the agent.

He has requested for refund of the premium after cancellation of policy.

Contention of the Respondent:

As per the respondent company, the policy had been issued on basis of signed proposal and KYC papers and he customer was aware of the terms and conditions of the policy. The customer had the option of cancellation within free look period but he did not do so. As such the company is unable to refund the amount to the complainant. The company representative has offered to convert the policy into a single premium policy.

Observation and conclusions:

It is observed that the complainant may have been misrepresented by the third party agent who has convinced the customer to take policies from PNB Metlife and Shriram Life claiming that he would be receiving pension . The company on the other hand claims that the customer was educated enough to understand the details of the policy and not raised any concern within free look period. The company has offered to convert the premium into a single premium policy as they do not have a single premium pension policy as desired by the customer

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-043-2324-0037

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing , and relevant documents, Mis-selling cannot be conclusively ascertained. It is observed that the insurer has offered to cancel the policy and convert the same into a single premium Unit Linked Insurance Policy as a good gesture .So, without going into the details of the complaint, it is recommended to the insurer to cancel the policy and convert it to a single premium Unit Linked Insurance Policy in debt fund with lock in period of 5 years in favour of the life assured at the earliest . Free look option will remain inoperative for the policy as a special case. Hence the complaint is disposed of. If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per the laws of the Land against the respondent Insurer.

AWARD NO:IO/KOL/R/LI/0014/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Tushar Pyne

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: KOL-L-033-2324-0042

AWARD NO:IO/KOL/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Tushar Pyne 114/2A, Rajani Mukherjee Lane, Kolkata - 700 038.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24744596	950000	28-Jan-2023		28-Jan-2023	156749	10	5
3.	Name of insured	Tushar Pyne						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	20-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Tushar Pyne						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The customer has alleged that his mother had been sold a policy where the terms and conditions differ from what was told to her. She was informed that the tenure of the policy would be 3 years but it was found that the premium paying term was 5 yrs and the policy would mature in 10 years. She applied for cancellation but the company rejected her request as the request was made after 28 days after receipt of policy bond.

Contention of the complainant:

The complainant has complained that the policy did not match to what the agent ms Gopa Kumbhakar had explained to his mother. His mother received the policy bond on 17.02.2023 and he being out of station reached home on 01.03.2023. On receiving the policy bond he found that the policy was not beneficial for his mother and she applied for free look on 14.03.2023 (she has received the policy bond on 17.02.2023 ; less than a month). The company rejected the request as his request was made after free look period by a few days which he finds quite unjustified. He has requested a refund of the policy. The other details regarding occupation and income were also false. His mother is an housewife but her occupation has been shown as owner of grocery shop. She has no income but her income has been shown as 7 lacs p.a in proposal form which seems to have been misrepresented by agent. The complainant has requested to refund the premium as the policy has been mis-sold. He has also confirmed that the welcome call just verified some details of of policy and not specified details.

Contention of the Respondent:

The respondent company has informed that the customer has signed the proposal forms after completely understanding the features, investment risks, charges, benefits mentioned in the proposal forms. The customer had not raised any concern during the welcome call on 10.03.2023 and his request for cancellation on 14.03.2023 was an afterthought. The customer did not exercise his option during the free look period and so the company is unable to consider the request for cancellation and refund the amount

Observation and conclusions:

IT is observed that the policy details like occupation and income have been wrongly given probably by agent as the customer is a housewife and does not have the income of 7 lacs per annum as specified in bond. The customer has applied for cancellation of policy within a month and had first raised a concern on the company portal on 01.03.2023. It is highly probable that the customer has been misrepresented by agent about the features of the policy. on listening to the recorded welcome call, it seemed that the call did not specify all the details of policy to customer as the customer had informed that she was not in possession of policy bond and she was outside and would talk later. The customer verified her address so that the policy bond is delivered correctly. The policy was done by verification of OTP and no proposal form was signed by the customer.

AWARD

COMPLAINT REF: NO: KOL-L-033-2324-0042

Taking into account the facts and circumstance of the case, the submission made by the complainant and the insurer at the hearing and the relevant documents on record, it seems that mis-selling of policy has been done by agent . As such, the insurer is directed to refund the premium to the proposer. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rule 2017. As per Rule 17(6) of the said rules, the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

AWARD NO: IO/KOL/A/LI/0013/2023-2024

Date: 25/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Sovan Lal Guha
VS

RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-019-2324-0059
AWARD NO:IO/KOL/R/LI/0017/2023-2024

1.	Name & Address Of The Complainant	Sovan Lal Guha 9/1, East Adarshanagar, Behala, Kolkata - 700 061.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	04627828	269543	09-Nov-2022			46300	54 years/ylly	10 YEARS
3.	Name of insured	Anirban Guha						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Application for Free Look Cancellation not processed by the company.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	46300						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	25-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sovan Lal Guha						
	b)For the Insurer	Mr. Raktim Chowdhury						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The complainant had submitted the application for Free Look Cancellation within the Free Look Period but the company has not processed his request. He has not kept any copy of cancellation application.

Contention of the complainant:

- The complainant had submitted application for cancellation of the policy on 2.12.2022 within the Free Look period but the company has not processed his cancellation request.
- They have returned the policy bond after 15 days telling that they have processed the cancellation request.
- He has not kept any copy of cancellation request submitted to the company.
- Being an old man he needs the money for his household. He has requested to help him in cancellation of the policy.

Contention of the Respondent:

- It is worth mentioning here that the said complainant has chosen her insurance portfolio totally out of his own will and without any undue coercion or force. It is also submitted herein that only after understanding and having been duly convinced about the terms and conditions, benefits, inherent features and consideration of the policy; he had signed and submitted the proposal form confirming his knowledge and consent of making the aforesaid proposal.
- It is submitted that the complainant has provided the PAN as KYC document for the policy at the time of issuance of the policy. At the time of subscription premium, the policy holder had paid the premium through cheque.
- It is hereby submitted that, at the time of the proposal the policy holder had duly understood and signed the Customer Declaration Form along with the Proposal Form. In the said declaration, all the terms and conditions of the policy were thoroughly mentioned.
- Further at the time of the proposal the Insurance Company had verified the terms and conditions of the policy with the policy holder/complainant. At the time of the verification, the policy holder had accepted all the terms and conditions of the policy. After acknowledgement received from the policy holder, the policy was issued. At the time of verification no allegation or grievance has been raised by the policy holder.
- That the policy holder/complainant will get the benefits of the said policy according to the Benefit Illustration signed by him. In the Benefit Illustration it is clearly mentioned that the policy holder has to pay the premiums from next 10 years and the policy will get matured after 54 years. It is also mentioned in the Benefit Illustration that if the policy holder wants to surrender the policy, he will get the benefit as mentioned in the Benefit Illustration.
- That it is pertinent to note that the complainant has paid the Subscription Premium on November, 2022 for the impugned policy which means that the policy is in force.
- Therefore, the HDFC Life submits that in the light of the averments made above, no leverage should be given to the complainant unless he is able to substantiate his allegations with any proof whatsoever.
- It is pertinent to note that the complainant had approached before the Insurance Company for the 1st time on 3.2.2023 that is almost 4 months from the date of issuance of the policy. In the said complaint he had mentioned that on 2.12.2022 he had approached for free look cancellation on personal ground. The said complaint was duly replied by the company on 9.2.2023, where they have mentioned that the policy was duly delivered to the complainant/ policy holder. In the said email, the company has also mentioned to kindly submit the duly dated and stamped Free Look Cancellation acknowledgment slip of approaching within the free look period for further verification along with the email sent to AB Insurance Brokers within the Free Look Period requesting for cancellation of the policy. Upon receipt of the mail from the Insurance Company failed to provide any Free Look Cancellation related documents with the Insurance Company.
- All other averments which are not specifically traversed herein are hereby denied as false. The complainant is trying to mis-represent before this authority by alleging deficiency of service and wrongful repudiation of claim which is false and denied as HDFC Life strictly acted as per the terms of the contract and its action cannot be faulted on any account.

Observation and conclusions:

- From the copy of the policy document submitted by the complainant it is observed that the policy was issued in the name of Mr. Soval Lal Guha as Policy Holder and Mr Anirban Guha is the life assured.
- The policy was sent to the complainant on 21.11.2022 and clause of Free Look Cancellation was duly mentioned in the Welcome Letter.
- The total annual income of the complainant as written in the proposal form is Rs. 250000/-.
- Total premium amount involved in the policy is Rs. 46,299/-.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-019-2324-0059

Taking into account the facts and circumstances of the case and after going through the documents on record it is observed that respondent Insurance Company is agreeable to issue a single premium policy cancelling the stated policy. Hence, without going into the merit of the case, it is recommended to cancel the stated policy immediately and utilize the refundable premium amount to issue a Single Premium Unit Linked Policy with effect from current date with Debt Fund with 5 years Lock In Period in the name of the Life Assured with intimation to this office. The clause of Free Look Cancellation will not be operative for the newly issued policy. Since the total refundable premium amount will not be sufficient for issuance of the Single Premium policy, the complainant has agreed to pay the balance amount of Rs. 3,700/- to the company to achieve the minimum Single Premium of Rs. 50,000/-.

As per Insurance Ombudsman Rules, 2017 (as amended till date), the Insurance Company shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

If the decision is not acceptable to the complainant, he is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurance Company.

AWARD NO:IO/KOL/R/LI/0017/2023-2024
Date:25/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Sanjib Kumar Chakraborty
VS

RESPONDENT: Kotak Mahindra Life Insurance Company

COMPLAINT REF: NO: KOL-L-026-2324-0055

AWARD NO:IO/KOL/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Sanjib Kumar Chakraborty 56/C, Jugipara Lane, Rathala, Barasat, Near Binapani High School, 24 Pgs. (N), Kolkata - 700 124.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	75813350	480000	27-Dec-2022	27-Dec-2049	27-Dec-2022	62996	27 years/ylly	10 YEARS
3.	Name of insured	Rahana Chakraborty						
4.	Name of the insurer/broker	Kotak Mahindra Life Insurance Company						
5.	Date of receipt of the Complaint	03-Mar-2023						
6.	Nature of Complaint	unethical business practice and career misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	62996						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	24-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sanjib Kumar Chakraborty						
	b)For the Insurer	Ms. Nivedita Bhattacharya						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The stated policy was forcefully sold with a career scam. The complainant was assured that he would get fixed salary, PF etc. for purchasing the stated policy.

Contention of the complainant:

- The Kotak Mahindra Life Insurance Company through its Kanak Building Branch under Manager, Mr. Vivek Agarwal, Mr. Amaresh Das, Mr. Krishnendu Chakraborty, Ms. Sahara Saha forced upon him a policy with a career scam. He was assured that he would be getting Fixed Salary, PF etc. if he invests.
- He repeatedly told them that he had no time to collect customers.
- He went to Kotak Mahindra office to cancel the policy within the Free Look Period but Mr. Amaresh and Mr. Krishnendu told him not to surrender the policy for Company's reputation. They assured him that all the Commission, Salary, PF etc. would be deposited in his Employee Code and they compelled him to accept agency of Kotak Life.
- It is complete farce and career mis-selling. It is big scam which is being done in broad daylight without any fear of Law or repercussion.
- Instead of employee, they created him as an agent.
- He reiterates that like hundreds of people are scammed every day.
- He demands the immediate return of every single paise taken from him on immediate basis as going through devastating financial condition.
- They had collected six solid potential customers' number from him and told that they would collect policy from them and he would be given commission by Kotak Life.

Contention of the Respondent:

- At the outset, we would like to state that the complainant was himself an Agent of the company and was appointed on 1-Dec-2022. A copy of the Agency appointment letter is attached herewith as Annexure 4. He had attended all the mandatory trainings like the IC 38 training, product related trainings etc. Thus the complainant was very well aware of the products and processes of the company.
- That the complainant has even received commission with respect to the policy self- sourced by him. An amount of Rs. 13,548.14 was paid as commission on 31.12.2022. Thus the complainant was clearly aware of the fact that the fact that the association of the company on commission basis as an Agent.
- We would like to mention here that as a proof of his understanding that it was a life insurance plan, the client executed the Proposal Form, Benefit Illustration and the associated declaration attached here as Annexure 5 collectively. The details of the Life Insured and proposer are provided in the proposal form. Basis this Proposal Form, the Policy was underwritten and issued and the Policy Documents are attached here as Annexure 6 were sent to the client.
- That post issuance of the policy, the policy contract was promptly dispatched and that there has been no dispute regarding the non-receipt of the policy contract. The said policy document was dispatch On 28 Dec 22 through BLUE DART Via AWB no 30801215082 .As per blue dart tracking the same was delivered and received By SANJIB KUMAR CHAKRABORTY On 29 Dec 22. IT Team have sent the soft copy of PD at client registered mail ID on 28 Dec 22 from mentioned mail Id kli.psecommunication@kotak.com.
- Current Policy Status is inforce,
- That as per the Regulation 10 of the IRDA (Protection of Policyholder's Interests) Regulations, 2017, the Welcome Letter was duly sent to the client along with the policy documents. The Welcome Letter in the Policy Document clearly mentioned that there was a period of 15 days for the customer to return the Policy under Free Look period and get her policy cancelled, in case the Customer was not agreeable to any of the Terms and Conditions of the Policy. However, the customer did not avail this benefit within the stipulated time period and approached the company much after the free look period.

- That the complainant has paid one renewal premium and the subscription premium under the policy no. 75xxx350. It is advisable that the complainant makes the premium payments regularly in the policy in order to gain maximum benefits under the policy.
- That it is further pertinent to mention here that the answering company cannot be held responsible for the negligence of the complainant and the answering company has adhered to the terms and conditions of the policy in question and has not committed any such act for which the company can be held liable.
- That considering the request of the complainant would be unfair to the other policyholders who have invested their amount in faith with the company and are regularly making premium payments.
- That the complaint filed by the complainant is devoid of merits and deserves to be dismissed by this Hon'ble Ombudsman.
- We would like to mention here that we are unable to take into consideration any promise or guarantee given by the sales representative without any valid acknowledgement being submitted by the client and consider his complaint. Thus considering these facts of the case we plea the Hon'ble Ombudsman to kindly not to consider the complaint made by the client.

Observation and conclusions:

- From the copy of the policy document submitted by the complainant it reveals that the policy was issued in the name of Sahana Chakraborty as Life Assured and the Complainant, Mr. Sanjib Kumar Chakraborty is the POLICY Holder.
- From the copy of the Welcome Letter it is observed that the policy was sourced through the Agent, Mr. Sanjib Kumar Chakraborty, bearing Agency Code No. 60946993.
- The Policy was commenced on 27.12.2022 with 10 years Premium Payment Term and 27 years Policy Term. The annualized premium involved in the policy is Rs. 62,996.
- The clause of Free Look Cancellation was duly mentioned in the Welcome Letter.
- As per Proposal Form Annual Income of the Proposer was written as Rs. 8,00,000/- with source of income Salary.
- The complainant for the first time approached the company demanding the refund of premium on 6.2.2023 in reply of which after acknowledging receipt of complaint, the company replied to the complainant on 21.2.2023 regretting his request for refund of the premium.

AWARD

COMPLAINT REF: NO: KOL-L-026-2324-0055

Taking into account the facts and circumstances of the case and after going through the documents on record it is observed that the complainant is an agent of the company bearing Agency Code No. 60946993 and the stated policy was sourced by himself for which he has earned a commission of Rs. 13,548.14. Hence, the allegation of selling the policy forcefully is illogical and the complaint is to be treated as dismissed without providing any relief in favour of the complainant.

As per Insurance Ombudsman Rules, 2017 (as amended till date), the Ombudsman is not authorized to mediate on the issues on the employment related matter. Hence, the allegation on the false assurance of Fixed Salary, PF etc. has not been considered by this forum.

If the decision is not acceptable to the complainant he is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurance Company.

AWARD NO:IO/KOL/A/LI/0016/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Saras Choudhary
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: KOL-L-033-2324-0039
AWARD NO:IO/KOL/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Saras Choudhary 148 Mahatma Gandhi Road, Kolkata - 700 007.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	21928217	740781	22-Jun-2016		22-Jun-2016	144578	15	7
3.	Name of insured	Saras Choudhary						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	mis-selling of policy						
7.	Amount of Claim	2000000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(i)- Any other matter resulting from the violation of provisions						
11.	Date of hearing Place of hearing	20-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Saras Choudhary						
	b)For the Insurer	Priya Dwivedi						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The customer alleges that a 2nd policy was issued without his consent by forgery. policy no 21928217 was surrendered in DEC'2022 and the company has paid surrender value of Rs 500711 on 16.01.2023 . A second policy was issued on 31.12.2022 at the time of surrender of policy where the complainant alleged that his signature was forged. The company has refunded the premium on his complaint on 17.02.2023.

Contention of the complainant:

The complainant has alleged that a 2nd policy was issued without his consent by forgery. Although the company has refunded the amount, since the company was a accomplice in the process, the customer has demanded a compensation of 20 lacs.

Contention of the Respondent:

The company has responded that they have paid the surrender value and refunded the premium on the 2nd policy when the customer complained to them that the policy was issued from his surrender value without his consent. The company had issued the policy on basis of his signed fund transfer request and other documents. The company considered his grievance and refunded the premium of his new policy on 17.02.2023. although he had not raised any concern during the free look period The complainant is unjustified in demanding compensation as the company had considered his request and refunded the premium.

Observation and conclusions:

It is observed that the the company has paid the surrender value and they also refunded the premium of the policy no 24739348 , which the customer has alleged that it was done by transferring funds from his surrender value without his sanction. The company on the other hand claims that the transfer was done verifying the signature in fund transfer form. It is difficult to prove that the company is involved in fraudulent act at our end from the documents.

AWARD

COMPLAINT REF: NO: KOL-L-033-2324-0039

Taking into account the facts and circumstances of the case, the submission made by the complainant and the insurer at the hearing and relevant documents, the contention of fraud committed by insurer alleged by the complainant does not seem to be conclusive. Hence the complaint is hereby dismissed without any relief to the complainant.

AWARD NO:IO/KOL/A/LI/0012/2023-2024

Date:25/Apr/2023

**INSURANCE
OMBUDSMAN
Kolkata**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Swarup Biswas
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-008-2324-0002
AWARD NO:IO/KOL/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Swarup Biswas Vill - Jalalabad, PO - Candaneswar, PS - Bhangar - I, South 24 Pgs. - 743 330.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3871269	403205	22-Feb-2022	22-Feb-2032	22-Feb-2022	20950	22/yearly	5
3.	Name of insured	Swarup Biswas						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	Mis-sale of policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	20950						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	19-Apr-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

1. Complainant has raised allegation against one BHARTI AXA Policy taken in 22.02.2022 on his own life.
2. He alleges that agent had misguided him into buying the policy.
3. He was assured by the sourcing agent that if he wants to cancel the policy anytime within 1 year, his benefits on the policy shall be returned to his bank account.
4. Subsequently he learnt that the policy held by him does not contain any such terms.
5. Complainant raised complaint with Company on 14.02.2023 stating that he was given wrong information at time of sourcing of the policy. Company replied on 28.02.2023 denying cancellation of the policy.

Contention of the complainant:

Complainant contends that he has been misled into buying policy with wrong information .
He found policy terms & condition contrary to what was assured to him during inception of policy.

Contention of the Respondent:

As a customer service gesture, the Company is ready to settle the matter by way of refunding the premium amount paid by the Complainant against the captioned policy. The insurer vide their email dated 13.04.2023 has mentioned that as a customer service gesture, the Company is ready to settle the matter by way of refunding the premium amount paid by the Complainant against the captioned policy.

Observation and conclusions:

The insurer vide their email dated 13.04.2023 has mentioned that as a customer service gesture, the Company is ready to settle the matter by way of refunding the premium amount paid by the Complainant against the captioned policy.

This office notes that the insurer vide their email dated 13.04.2023 has mentioned that as a customer service gesture, the Company is ready to settle the matter by way of refunding the premium amount paid by the Complainant against the captioned policy.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-008-2324-0002

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman. If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum /Court as per Law of the land against the Respondent Insurer Considering that the Insurer has submitted that they are willing to settle the dispute by way of refund of the premium paid on the policy to the complainant & thus without going further into the merit of this complaint case, the Insurance Company is advised to cancel the policy numbered 503xxxx269 from inception and refund the premium paid on the policy to the complainant under intimation to this office. Accordingly the complaint is disposed of.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman. If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum /Court as per Law of the land against the Respondent Insurer

**AWARD NO:IO/KOL/R/LI/0001/2023-2024
Date:19/Apr/2023**

**INSURANCE OMBUDSMAN
Kolkata**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Swapan Kumar De
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-008-2324-0010
AWARD NO:IO/KOL/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Swapan Kumar De 69/8, Shaikh Para Lane, PO - B. Garden, Howrah - 711 103.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-5769796	242046	28-Apr-2017	28-Apr-2029	28-Apr-2017	34999	12/yearly	7
	501-5801185	268007	09-May-2017	09-May-2029	09-May-2017	34999	12/yearly	7
3.	Name of insured	Bhabani De, Subhasan De						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-sale of policies with assurance of installation of rooftop JIO Tower						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	432627						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Sri Swapan Kumar De						
	b)For the Insurer	Ms. Riya Daga						
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

Complainant has raised complaint against 2 BHARTI AXA policies(on life of wife & son) which he alleges has been sourced by false assurance of installation of Jio Tower on his house rooftop.

- The alleged policies commenced in 04/2017 & 05/2017 with total investment of Rs Rs 70000/-
- Subsequently the assured Jio Company tower was not installed on his rooftop & there was no credit of any money to his bank account.
- Complainant alleges that under pretext of GST payments, No Objection clearance, a considerable amount of money was handed over to the agents.
- On realisation of being cheated by the agents, complainant had approached BHARTI AXA Kolkata office , Kyd Street on 05.10.2021, however under several excuses the branch officials had refused to accept his complaint letter dated 05.10.2021.
- In 06/2022 complainant lodged a complaint against the policies of BHARTI AXA, & as per advice of officials, he sent required document with respect to his complaints to whats app of Advisors of BHARTI AXA Mumbai office.
- Complainant has also alleged that in between he had series of financial transactions with Advisors in Mumbai, however he has not received any Receipt for the same.
- Complainant submits that six months pension @Rs 1250/- from policy was credited to his account.
- Vide letter posted on 22.02.2023, complainant wrote to BHARTI AXA narrating the events of misdeeds of advisors & requested refund of his entire invested money. The response of Insurer is not on record.
- In his consent form, complainant has sought refund of Rs 70000/- with interest for his alleged 2 policies of BHARTI AXA along with Rs 362627/- paid to BHARTI AXA as & when claimed for clearance.

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- Complainant has raised complaint against 2 BHARTI AXA policies(on life of wife & son) which he alleges has been sourced by false assurance of installation of Jio Tower on his house rooftop.
- The alleged policies commenced in 04/2017 & 05/2017 with total investment of Rs Rs 70000/-
- Subsequently the assured Jio Company tower was not installed on his rooftop & there was no credit of any money to his bank account.
- Complainant alleges that under pretext of GST payments, No Objection clearance, a considerable amount of money was handed over to the agents.
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- In his consent form, complainant has sought refund of Rs 70000/- with interest for his alleged 2 policies of BHARTI AXA along with Rs 362627/- paid to BHARTI AXA as & when claimed for clearance.

Contention of the complainant:

1. Complainant contends that he is an ailing senior citizen & has been cheated by the agents of BHARTI AXA.
2. That he was assured installation of Jio Tower which did not take place & further he had paid considerable sum to agent through cheque on SBI Shalimar Branch Shibpur as he was assured return of considerable amount of money from his policies.
3. Herein complainant has submitted photocopy of Bank statement, account held jointly in name of Bhabani De complainant's wife & Ranjan De, his son. In the bank statement it appears on several dates starting from 17.06.2022 till 11/2022 cheque (debit transaction) to BHARTI AXA Life Insurance, by Lisa, Khanujwa, Sandip etc.
4. Complainant has also submitted bank statement of Bank of Baroda wherein appears certain cheque-debit transaction in 06/2022 fvg BHARTI AXA Life IN
5. That thereafter the advisors had asked for more money amounting Rs 34958/- on 11.02.2023.
6. Complainant contends that he is incapable of providing any further money as he has cleared all money due to TDS , GST as was required by the agents. That Company must pay him back his due money on his policies with interest.
7. That under pretext of obtaining clearance certificate, the alleged policybonds were taken away from him by the agents & not yet returned.
8. Complainant has submitted copies of emails received from bharti.axa.lifeinsurance@aol.com dated 27.12.2022,26.06.2022 wherein is shown that certain policy return amount of Rs 178518/-, Rs 4 lac etc shall be credited to complainant's account provided he pays certain sum of money as GST.
9. Complainant has also submitted certain papers wherein appears full & final settlement confirmation letter.

Contention of the Respondent:

The Company states that in the said call, the policy holders did not raise any concern or issue and was in complete agreement with the terms and conditions of the policies. (3)The Company has put in place a mechanism namely Pre-Issuance Verification Call (hereinafter referred to as "PIVC") prior to issuing the policies and the core objective of their exercise is to confirm and satisfy at the Company's end that the policy holders has understood the key features of the policies and has no grievance in this regard. Based on the documentation which has been submitted and after conducting PIVC the Company issues a policy to the policy holders. After the policies is issued the policies bonds along with copy of the proposal form and signed benefit illustrations are dispatched to policyholder.

- Policy bonds were delivered on 12.05.2017 & 15.05.2017
- That however the complainant has not opted for free look cancellation option in the stipulated time period.
- In the instant case, after the expiry of the free-look period and nearly after 6 years of time lapse, the complainant had approached this Hon'ble Authority with their grievance and the complaint has been forwarded to the Company.
- That as per the records available with the Company, the said Complainant has never approached the Company before this Complaint and the complaint has been directly forwarded to the Company for the first time by the Hon'ble Ombudsman.
- In regard to the Complaint at the foremost it is submitted that the Company is aware of, nor privy to the communication the Complainant had with the persons who are alleged to have given any representation to the Complainant. The Company denies that any such misrepresentation was given on its behalf and no material has been submitted that the said misrepresentation was made on behalf of the Company.

- That the captioned policies were purchased by the complainant through “GUNIESS SUBHADIP BASU”. The Company has many agents/ brokers throughout the country who are appointed by the guidelines issued by IRDAI and it is entirely at the discretion of the Complainant to choose the policies suitable to them/her from the agent/ broker or directly from us and the Complainant has in their wisdom chosen to invest through the said agent/ broker and not directly with the company in respect of the said Policies.
- That all such communication with an agent is not part of the company’s representation. That the company only accepts completely filled and signed proposal form and case of any objection, a time period of 15 days has been given to a policy holder to verify the policies documents and revert to the company or any alteration therein. However, the policy holders in the instant case, neither approached the Company within free look period or surrendered the policy.

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1. The Insurer vide their Self Contained Note has submitted that after understanding the key features of the policies, the policy holders had signed and submitted the proposal forms for insurance.
2. The Company states that in the said call, the policy holders did not raise any concern or issue and was in complete agreement with the terms and conditions of the policies. (3)The Company has put in place a mechanism namely Pre-Issuance Verification Call (hereinafter referred to as “PIVC”) prior to issuing the policies and the core objective of their exercise is to confirm and satisfy at the Company’s end that the policy holders has understood the key features of the policies and has no grievance in this regard. Based on the documentation which has been submitted and after conducting PIVC the Company issues a policy to the policy holders. After the policies is issued the policies bonds along with copy of the proposal form and signed benefit illustrations are dispatched to policyholder.
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5. In the instant case, after the expiry of the free-look period and nearly after 6 years of time lapse, the complainant had approached this Hon’ble Authority with their grievance and the complaint has been forwarded to the Company.
6. That as per the records available with the Company, the said Complainant has never approached the Company before this Complaint and the complaint has been directly forwarded to the Company for the first time by the Hon’ble Ombudsman.
7. In regard to the Complaint at the foremost it is submitted that the Company is aware of, nor privy to the communication the Complainant had with the persons who are alleged to have given any representation to the Complainant. The Company denies that any such misrepresentation was given on its behalf and no material has been submitted that the said misrepresentation was made on behalf of the Company.
8. That the captioned policies were purchased by the complainant through “GUNIESS SUBHADIP BASU”. The Company has many agents/ brokers throughout the country who are appointed by the guidelines issued by IRDAI and it is entirely at the discretion of the Complainant to choose the policies suitable to them/her from the agent/ broker or directly from us and the Complainant has in their wisdom chosen to invest through the said agent/ broker and not directly with the company in respect of the said Policies.
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3. Policy bonds were delivered on 12.05.2017 & 15.05.2017
4. That however the complainant has not opted for free look cancellation option in the stipulated time period.
5. In the instant case, after the expiry of the free-look period and nearly after 6 years of time lapse, the

complainant had approached this Hon'ble Authority with their grievance and the complaint has been forwarded to the Company.

6. That as per the records available with the Company, the said Complainant has never approached the Company before this Complaint and the complaint has been directly forwarded to the Company for the first time by the Hon'ble Ombudsman.
7. In regard to the Complaint at the foremost it is submitted that the Company is aware of, nor privy to the communication the Complainant had with the persons who are alleged to have given any representation to the Complainant. The Company denies that any such misrepresentation was given on its behalf and no material has been submitted that the said misrepresentation was made on behalf of the Company.
8. That the captioned policies were purchased by the complainant through "GUNIESS SUBHADIP BASU". The Company has many agents/ brokers throughout the country who are appointed by the guidelines issued by IRDAI and it is entirely at the discretion of the Complainant to choose the policies suitable to them/her from the agent/ broker or directly from us and the Complainant has in their wisdom chosen to invest through the said agent/ broker and not directly with the company in respect of the said Policies.
9. That all such communication with an agent is not part of the company's representation. That the company only accepts completely filed and signed proposal form and case of any objection, a time period of 15 days has been given to a policy holder to verify the policies documents and revert to the company or any alteration therein. However, the policy holders in the instant case, neither approached the Company within free look period or surrendered the policy.

Observation and conclusions:

Both parties attended the hearing of this complaint. Complainant submitted that he had tendered cheque for renewal premium of these policies & some other policies were made by the agent. Herein the office notes from its records that the complainant Mr. Swapan Kumar De had lodged a complaint with this office against BHARTI AXA with respect to policy number 5016752320 & this same complaint was heard in 11/2019. This particular complaint number KOL-L-008-1920-0798 was decided in favour of the complainant & in this complaint the policy numbers 501xxxx796 & 501xxxx185 was mentioned.

After a gap of 4 years these 2 captioned policies have been complained against.

Further it is also noted that the complainant has raised grievance to the Company against these policies under current complaint vide letter speed posted on 22.02.2023, that is after a gap of 6 years. During the hearing , the complainant submitted that he is a retired school teacher & receives a monthly pension @40000/-

Further the amount of money that complainant has mentioned as he has handed over to several agents for GST & TDS is not pertaining to any insurance policy & thus cannot be considered by this office.

The representative of the Company contended that complainant has not approached Company with his grievance & has approached the Ombudsman directly. However it is noted from papers on record that complainant has speed posted his grievance letter to Company on 22.02.2023 addressed to The CEO BHARTI AXA, BKC Road.

The representative also mentioned that Complainant has raised his grievance after a long gap of 6 years.

AWARD

COMPLAINT REF: NO: KOL-L-008-2324-0010

Taking into account the facts & circumstances of the case and the submission made by both the parties during the course of hearing and after going through the documents submitted, it is noted that both the policies under the complaint were purchased in 2017 & complainant has raised his grievance against the policies after a considerable lapse of time period of 6 years. Further it is also noted that allegations raised by the complainant have not been established conclusively. Herein mis-sale of policies cannot be established. The complaint being found devoid of merit is hereby dismissed without any relief to the complainant. Accordingly the complaint is disposed of.

If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum/Court as per Law of the land against the Respondent Insurer.

**AWARD NO:IO/KOL/A/LI/0003/2023-2024
Date:21/Apr/2023**

**INSURANCE OMBUDSMAN
Kolkata**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Dipak Maiti
VS

RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-019-2324-0040
AWARD NO:IO/KOL/A/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Dipak Maiti S/o - Late Kalipada Maiti, Vill + PO - Dwariberia, PS - Sutamata, Purba Medinipur - 721 654.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	25099279	0	15-Jul-2022	15-Jul-2031	15-Jul-2022	1045000	09	06
3.	Name of insured	Dipak Maiti						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Misselling of policy by way of misrepresentation & fraud.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1045000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	Mr. Dipak Maity						
	b)For the Insurer	Mr. Sumit Saha						
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

As per complainant, he is maintaining a Savings Bank A/C bearing A/C No. 50100399604939 with HDFC Bank, Haldia Branch since long & in June, 2022 some of the banking officials namely Mr. Javed Iqbal, Branch Manager, Mr. Haripada Shee, Relationship Manager & Mr. Mritunjoy Adhikary, the employee has visited with a proposal that HDFC life insurance Company has launched a new Short Term Deposit Policy which is onetime investment against which if he invested Rs. 1045000/-, he would earn a good return after 1 year in comparison with the fixed deposit and he would be able to withdraw the money at anytime after one year from date of such deposit. Though he was very reluctant to invest the money but still he has agreed to take such proposed savings policy in good faith & as a result the amount of Rs. 1045000/- was deducted on 22.08.2022 from his aforesaid Savings A/C. He has not received policy document & has collected the same personally by visiting HDFC Bank, Haldia Branch. On receipt of policy document, he became astonished to notice that policy is of 9 years term with premium amount of Rs. 10 lakh payable for 6 years from date of commencement of policy. He has appealed before the Company for refund of premium after cancellation of the policy as the policy was misold to him with malafide intention and malpractice against his meager premium & the banking officials has filled up the entire form and asked him to sign the same & they never explained the terms & conditions of the policy in proper way to him.

Contention of the complainant:

As Company not responded to him about refund of premium after cancellation of the policy, he has appealed before the Forum for refund of premium after cancellation of the policy as Rs. 1045000/- along with compensation at the earliest.

Contention of the Respondent:

As per Self Contained Note, the impugned policy was issued after receipt of proposal form from the policyholder/ complainant on 19.07.2022 & the policy was delivered to the complainant through Blue Dart Courier via POD No.30464851200 on 22.07.2022 & he has not disputed the receipt of the same. On receipt of policy document, he has not exercised free look cancellation of the policy within 30 days from date of receipt of policy bond. It is a universally accepted proposition that a person is presumed to have full understanding of the terms & conditions along with other ancillary details before concluding purchase of any insurance product and thereby accords his/ her free consent to the same. But complainant has alleged that he would receive good return in comparison to fixed deposit and can withdraw the policy after 1 year which vehemently denied by the Insurance Company as baseless, vague allegations & put the complainant to the strict proof about his allegations. Further, Section III of proposal form clearly defined the plans, premium paying terms, policy terms and installment premium amount & the same were within the complete knowledge of the complainant at the time of filling up the proposal form. No part of the policy schedule, Welcome Letter or the terms and conditions make any mention of features otherwise than in the proposal form. The Complainant with his absolute understanding duly consented to the terms and conditions of the present policy in question and is bound by the same.

Moreover, complainant had made no such allegation during Verification Call on 16.07.2022 & in the Verification Call, Customer Care Executive had also informed the complainant that if he is not satisfied with Terms & Conditions of the policy, he may choose the return the policy within 30 days from date of receipt of policy document. Company has provided Verification Call recording before the Forum. In the verification call, complainant had confirmed the annual income, i.e., Rs. 75 lakhs & he has submitted the income proof with proposal. Complainant had approached before the Insurance Company for the first time on 18.2.2023, i.e., after end of free look period which was duly replied by the Insurance Company on 20.3.2023. As the complainant wants to wriggle out of the contract & intentionally twisted the facts and is trying to misrepresent before the Authority, Respondent Insurer thus appealed before the Forum for dismissal of complaint.

Observation and conclusions:

During hearing complainant has informed that both husband & wife has 2 separate S/B A/Cs in HDFC Bank, Haldia Branch & after selling of 2 cars, approximately Rs. 22 lakh rupees were kept in the concerned SB A/Cs & some employees of HDFC Bank has constantly pressurized him to purchase the captioned policy. Along with the 2 policies on the life of himself & his wife, another 2 policies were also purchased considering yearly premium of Rs. 3 lakh each & he is willing to continue those policies. Though he was not interested initially still he has purchased the policy as per assurance of HDFC Bank employee as a good investment. He was tutored what to say during the verification call of the policy. He has 2 firms & annual income from the 2 firms comes as Rs. 4.5- 5 lakhs & after lockdown, he is not in a position to continue the policy by paying renewal premium & at present he wants refund of premium after cancellation of the policy.

Complainant has submitted IT Return with Statement of Trading, Profit & Loss A/C, Balance Sheet for last 5 years before the Forum. In response, Respondent Insurer has informed that he has another 2 policies on the life of 2 grand children of Rs. 3 lakh each purchased at the same time of purchasing the impugned policies on the life of both husband & wife & it is not possible to believe that complainant has no knowledge that the captioned investments are of insurance policies. Company will not issue policy of Rs. 1045000/- as yearly premium without

income proof & complainant himself has informed that his annual income is Rs. 75 lakhs during Verification Call & in verification call it was clearly informed by Verification Call Executive that it is not of one time investment & customer need to pay the premium on each year & also provision of free look period clearly informed to the complainant for cancellation of the policy. As per documentary evidences he is enterprise Proprietor & so he has sufficient knowledge about investment opportunities about fixed deposits/ insurance policies etc. Moreover, Company has followed all procedures as per norms before issuance of the policy. Respondent Insurer thus appealed before the Forum for dismissal of complaint as it is devoid of any merit.

AWARD

COMPLAINT REF: NO: KOL-L-019-2324-0040

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that the complainant could not substantially prove mis-selling of the policy by submission of conclusive documents .

Hence the complaint is to be treated as dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0005/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Doli Maiti

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-019-2324-0041
AWARD NO:IO/KOL/A/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Doli Maiti W/o - Dipak Maiti, Vill + PO - Dwariberia, PS - Sutahata, Purba Medinipur - 721 654.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	25194974	11639000	23-Aug-2022	23-Aug-2030	23-Aug-2022	1045000	08/ Yearly	06
3.	Name of insured	Doli Maiti						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Misselling of policy by way of misrepresentation & fraud.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1045000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	20-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Dipak Maity- husband of complainant						
	b)For the Insurer	Mr. Sumit Saha						
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

As per complainant, she is maintaining a Savings Bank A/C bearing A/C No. 59109002529651 with HDFC Bank, Haldia Branch since long & in June,2022 some of the banking officials namely Mr. Javed Iqbal, Branch Manager, Mr. Haripada Shee, Relationship Manager& Mr. Mritunjoy Adhikary, the employee has visited with a proposal that HDFC life insurance Company has launched a new Short Term Deposit Policy which is onetime investment against which if she invested Rs. 1045000/ , she would earn a good return after 1 year in comparison with the fixed deposit and she would be able to withdraw the money at anytime after one year from date of such deposit. Though she was very reluctant to invest the money but still she has agreed to take such proposed savings policy in good faith & as a result the amount of Rs. 1045000/ was deducted on 15.07.2022 from her aforesaid Savings A/C. She has not received policy document& has collected the same personally by visiting HDFC Bank, Haldia Branch. On receipt of policy document, she became astonished to notice that policy is of 8 years term with premium amount of Rs. 10 lakh payable for 6 years from date of commencement of policy. She has appealed before the Company for refund of premium after cancellation of the policy as the policy was missold to her with malafide intention and malpractice against her meager premium & the banking officials has filled up the entire form and asked her to sign the same & they never explained the terms & conditions of the policy in proper way to her.

Contention of the complainant:

As Company not responded to her about refund of premium after cancellation of the policy, she has appealed before the Forum for refund of premium after cancellation of the policy as Rs. 1045000/ along with compensation at the earliest.

Contention of the Respondent:

As per Self Contained Note, the impugned policy was issued after receipt of proposal form from the policyholder/ complainant on 30.08.2022 & the policy was delivered to the complainant through Mail on 02.09.2022 as she has opted to receive the policy bond in Demat Form & she had duly executed Direct Debit Mandate Form with the proposal & she has agreed to pay the renewal premium through her Bank. On receipt of policy document through mail , she has not exercised freelook cancellation of the policy within 30 days from date of receipt of policy bond. It is a universally accepted proposition that a person is presumed to have full understanding of the terms & conditions along with other ancillary details before concluding purchase of any insurance product and thereby accords his/ her free consent to the same. But complainant has alleged that she would receive good return in comparison to fixed deposit and can withdraw the policy after 1 year which vehemently denied by the Insurance Company as baseless, vague allegations & put the complainant to the strict proof about her allegations. Further, Section III of proposal form clearly defined the plans, premium paying terms, policy terms and installment premium amount & the same were within the complete knowledge of the complainant at the time of filling up the proposal form. No part of the policy schedule, Welcome Letter or the terms and conditions make any mention of features otherwise than in the proposal form. The Complainant with her absolute understanding duly consented to the terms and conditions of the present policy in question and is bound by the same. Moreover, complainant had made no such allegation during Verification Call & in the Verification Call , Customer Care Executive had also informed the complainant that if she is not satisfied with Terms & Conditions of the policy, she may choose to return the policy within 30 days from date of receipt of policy document. Company has provided Verification Call recording before the Forum. In the verification call, complainant had confirmed the annual income ,i.e., Rs. 75 lakhs & she has submitted the income proof with proposal. Complainant had approached before the Insurance Company for the first time on 18.3.2023 , i.e., after end of free look period which was duly replied by the Insurance Company on 03.04.2023. As the complainant wants to wriggle out of the contract & intentionally twisted the facts and is trying to misrepresent before the Authority, Respondent Insurer thus appealed before the Forum for dismissal of complaint.

Observation and conclusions:

During hearing representative of complainant has informed that both husband & wife has 2 separate S/B A/Cs in HDFC Bank, Haldia Branch & after selling of 2 cars, approximately Rs. 22 lakh rupees were kept in the concerned SB A/Cs & some employees of HDFC Bank has constantly pressurized them to purchase the captioned policy. Along with the 2 policies on the life of complainant & her husband, another 2 policies were also purchased considering yly premium of Rs.3 lakh each & they are willing to continue those policies. Though she was not interested initially still she has purchased the policy as per assurance of HDFC Bank employee as a good investment . She was tutored what to say during the verification call of the policy. The concerned employee of HDFC Bank has collected 5/ 6 papers after signing from complainant & informed after 5 days that Fixed Deposit scheme already completed by collecting the money from her Bank A/C. They have 2 firms & annual income from the 2 firms comes as Rs. 4.5- 5 lakhs & after lockdown, she is not in a position to continue the policy by

paying renewal premium & at present she wants refund of premium after cancellation of the policy. Complainant has submitted last 5 years IT Return with Statement of Trading, Profit & Loss A/C, Balance Sheet for last 5 years before the Forum. In response, Respondent Insurer has informed that they have another 2 policies on the life of 2 grand children of Rs.3 lakh each purchased at the same time of purchasing the impugned policies on the life of both husband & wife & it is not possible to believe that complainant has no knowledge that the captioned investments are of insurance policies. Company will not issue policy of Rs. 1045000/ as yearly premium without income proof & complainant herself has informed that her annual income is Rs. 75 lakhs during Verification Call & in verification call it was clearly informed by Verification Call Executive that it is not of one time investment & customer need to pay the premium on each year & also provision of free look period clearly informed to the complainant for cancellation of the policy. As per documentary evidences complainant is enterprise Proprietor & so she has sufficient knowledge about investment opportunities about fixed deposits/ insurance policies etc. Moreover, Company has followed all procedures as per norms before issuance of the policy. Respondent Insurer thus appealed before the Forum for dismissal of complaint as it is devoid of any merit.

AWARD

COMPLAINT REF: NO: KOL-L-019-2324-0041

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that the complainant could not substantially prove mis-selling of the policy by submission of conclusive documents .

Hence the complaint is to be treated as dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, she is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0007/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Kamendra Chaubey

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2324-0008

AWARD NO:IO/KOL/R/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Kamendra Chaubey Adarshnagar, Natungram, Rishra, Hooghly - 712 250.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0487725861	424224	16-Dec-2021	16-Dec-2039	16-Dec-2021	104524	18/ Yearly	06
3.	Name of insured	Shakuntala Debi						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Selling of policy by fraudulent way by Insurance Company.						
7.	Amount of Claim	104524.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	104524						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Kamendra Chaubey						
	b)For the Insurer	Mr. Saswata Banerjee						
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App						

Brief Facts of the Case:

As per complainant, he has given the captioned policy by fraudulent way by the agent- Axis Bank Ltd (Agency Code-2000003060) . He is by profession a labor grade employee with monthly earning of Rs. 10000/ - 12000/ & his salary A/C maintained in Axis Bank Serampore branch. He has been informed that against one pension policy he would receive Rs. 10000/ as yly pension from next year of issuance of the policy & after 6 years, he would have receive Rs. 45000/ annually and maturity value of Rs. 1000000/ or if he will not be in a position to continue the policy by paying renewal premium , all monies will be refunded by the Insurance Company.

Contention of the complainant:

He is 60 years old & illiterate enough not in a position to understand the terms & conditions of the policy. Later on he has appealed before Axis bank for refund of premium paid for 1 year against the policy but concerned bank has advised him to contact with Insurance Company & Respondent Insurer has informed him that the policy has been given by the Bank in a misleading way but inspite of his repeated request, Company has not cancelled his policy for refund of premium after cancellation of the policy. So he has appealed before the Forum for refund of premium after cancellation of the policy as he is not in a position to continue the policy by paying renewal premium as Rs. 100000/.

Contention of the Respondent:

As per Self Contained Note, Respondent Insurer has informed that on perusal of the proposal form duly signed and submitted by the complainant, it is crystal clear that complainant was well and sufficiently aware of the benefit term, premium term and amount of premium payable under the said policy since the Benefit Illustration and Proposal Form clearly indicates 6 years premium paying term . Respondent Insurer has provided a copy of said proposal form & signed Benefit Illustration Form before this Forum & the said policy has been issued on basis of Proposal form as submitted before the Company & on terms & conditions as contained therein. Further, the Company has furnished the policy document to the Complainant via Blue Dart Courier & the said policy was delivered to the complainant on 25.12.2021 & a copy of delivery details has been provided by Company before this Forum. The complainant never raised any concern or request for cancellation of the policy & the first complaint was raised by complainant on 14.2.2023 & he has not raised free look cancellation of the policy within stipulated period which clearly illustrates the malafide intentions of the complainant in this regard. As complainant has leveled false accusations without an iota of evidence just to derive illegal financial gains contrary to the Contract of Insurance under the said policy, Respondent Insurer thus appealed before the Forum for dismissal of complaint as it is devoid of any merit.

Observation and conclusions:

During Hearing complainant has informed that he was being engaged in casting factory & his monthly income was in between Rs. 11000/- Rs. 12000/. He has salary A/C as maintained in Axis Bank Ltd & as per assurance provided by some employee of Axis Bank Ltd. in terms of receipt of pension after 1 year on annual basis & Rs. 45000/ after 6 years & maturity benefit to the tune of Rs. 1000000/ , he has purchased the policy & he has also provided assurance that in case of non payment of renewal premium, he can surrender the policy & total capital money will be refunded immediately. He is illiterate & not in a position to understand the terms & conditions of insurance policy & now appealed before the Forum for refund of premium after cancellation of the policy & at present he has retired from services. In response, Respondent Insurer has informed that the policy has been issued on 16.12.2021 & on receipt of policy bond he has not exercised free look cancellation of the policy within free look period. Complainant has received monthly payout as per policy condition but complainant has informed during hearing that till date he has not received any SB payout from Company. Though Company has followed all procedures before issuance of the policy still as a Customer Centric gesture, Respondent Insurer is ready to convert the policy into single premium mode after cancellation of the existing policy with free look clause inoperative in the new policy after adjustment of SB payout, if any towards full & final settlement of the claim.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-006-2324-0008

Without going into the merit of the case and considering the offer made by the Insurance Company, they are advised to cancel the policy no. 04xxxx5861 on the life of Mrs. Shakuntala Debi & utilize all premiums paid under the captioned policy to issue one fresh single premium unit linked policy on the life of Mrs. Shakuntala Debi under debt/ low risk fund as on current date with 5 years lock in period after adjustment of SB payouts made, if any against the concerned policy. The free look clause will be kept inoperative in the new policy. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules 2017. As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the Award and shall intimate the compliance of the same to the Ombudsman. If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/R/LI/0008/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Debrup Banerjee

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-019-2324-0017

AWARD NO:IO/KOL/R/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Debrup Banerjee Eden Windsor Park, Block - D, Flat - 4B, Kolkata - 700 094.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	04633197	514108	28-Nov-2022	28-Nov-2050	28-Nov-2022	19187	28/ Yearly	28
	04633369	188298	26-Nov-2022	26-Nov-2037	26-Nov-2022	17765	15/ Yearly	15
3.	Name of insured		Debrup Banerjee					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		20-Mar-2023					
6.	Nature of Complaint		Misselling of the policies by agent.					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		36952					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed							

Brief Facts of the Case:

As per complainant, he is a victim of misselling & fraudulent activities by Sales Agent of HDFC Life Insurance Company Ltd. wherein 2 policies amounting to Rs. 36952/ have been sold to him on false & fake promises. Actually he took a loan of Rs. 30 lakh from L & T Finance Ltd & they insured the complainant under Group Insurance Scheme who has misguided him & collected a cheque of Rs.36000/ towards insurance. It is to be noted that premium of Group Policy was taken from his loan amount and two more policies were provided to him by HDFC Life Insurance Company Ltd. Though he has not signed any proposal form but he has received two policies from HDFC Life Insurance Company Ltd. He has made complaint to L & T Finance Ltd who has replied that policies of HDFC Life Insurance Company Ltd will be cancelled but he has not received any payment till date from Insurance Company. He did not know any writing agent Mr. Prakash Bhowmik & Mr. Mainak Kundu who has provided false declarations & so the contract is not valid. The proposal form bears forged signatures & incorrect address is mentioned in HDFC policies as he did not filled up any form & free look period will be applied for a valid contract and not on invalid contract.

Contention of the complainant:

Complainant has appealed before the Insurance Company for refund of premium after cancellation of 2 policies as the policies were sold to him in fraudulent way but till date amount not refunded to him & so he has appealed before the Forum for redressal of his grievance for refund of premium after cancellation of the 2 policies.

Contention of the Respondent:

Respondent Insurer has informed through e mail that HDFC Life Insurance Company Ltd (erstwhile Exide Life Insurance Company Ltd) had decided to settle the case on ground of Goodwill gesture & Customer benefits & hence they have decided to refund the total premium amount of Rs. 36952/ against the impugned policies towards full & final settlement of the claim.

Observation and conclusions:

Respondent Insurer has informed that as a Customer Centric gesture, Company is ready to refund the premium after cancellation of the 2 policies towards full & final settlement of the claim. The matter has been informed to complainant over phone on 19.04.2023 & he has accepted the offer of the Respondent Insurer & not interested to attend the hearing on scheduled date,i.e., on 20.04.2023 .

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-019-2324-0017

Without going into the merit of the case and considering the offer made by the Insurance Company, they are advised to refund the premium amount received from the complainant towards full & final settlement of the above claim after cancellation of 2 policies with an intimation to this Forum. Hence, the complaint is treated as disposed of. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017: As per Rule 17(6) of the said rules, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

AWARD NO:IO/KOL/R/LI/0006/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Malay Karmakar

VS

RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-036-2324-0007

AWARD NO:IO/KOL/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	Malay Karmakar Vill - Shyampur PO - Parshyampur, Hooghly - 712 401.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	17368394	112500	07-Jul-2010	07-Jul-2025	07-Jul-2010	15000	15 years/ylly	15 years
3.	Name of insured	Malay Karmakar						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	Mis-selling of the policy based on false commitment						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	25000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Malay Karmakar						
	b)For the Insurer	Ms. Archana Pagare						
13.	Complaint how disposed	By conducting online hearing						

Brief Facts of the Case:

The policy was sold to the complainant giving false commitment of withdrawal facility after 5 years from the date of commencement. When the complainant had approached the company for withdrawal of his money the official of Tarakeswar Branch informed him that no such benefit is available in the policy.

Contention of the complainant:

- The complainant had visited the Tarakeswar Branch Office of the company on 2.2.2023 for submission of withdrawal application of policy money as per commitment of his Advisor, Asit Baran Khamrui at the time of selling the policy.
- But he has been informed from the branch office that no such withdrawal facility is available in the policy.
- The he was told by the Advisor that he would be able to withdraw the policy money at any time after 5 years from the date of commencement.
- Now, due to his bad financial condition and ill health he wanted to withdraw the money.
- He had lodged a complaint on the same date, in response of which the company has asked the proof of false commitment by the Advisor. But he has no such proof.
- He has requested to arrange to refund his money.

Contention of the Respondent:

The respondent Insurance Company as per their SCN has submitted the following points for consideration-

1. At the outset we humbly deny everything stated in the complaint of the Complainant and accept and agree only to what is expressly admitted hereunder.
2. We state that, the subject policy was issued by Reliance Nippon Life Insurance Company Ltd. in the name of Mr. Malay Karmakar on the basis of duly filled and signed proposal form submitted by the complainant. The policy details are herein below for your reference.

Policy No	17368394
Customer Name	Mr. Malay Karmakar
Issued On	07-07-2010
Plan Name	Reliance Invest Assure
Premium Amount	Rs. 15,000/-
Premium Paying Term	15 Years
Premium Term	15 Years
Status	Foreclosed

The proposal form is enclosed as **Annexure A**.

3. Further we state that, after the receipt of the first premium amount along with other relevant documents, the said policy was issued by the Company and the policy documents were duly dispatched at the communication address of the Complainant. The dispatch details of the said policies have been mentioned as under:-

Sr no	Policy no	Dispatch Date	Courier Name	POD
1	17368394	12/07/2010	Zodiac	P0147445470

4. That the complainant approached the company with a request to cancel the Captioned Policy on **2nd February, 2023, i.e after 8 months from the date of issuance of the policy** and after investigating the complaint and verifying its records, the company was unable to consider the request of the Complainant, hence, accordingly the complaint was resolved on **videl etter dated 09-02-2023** wherein the Company declined the allegation of the complainant as the Complainant approached us beyond the free look period of 15 days. The complaint letter and the response of the Company is enclosed herewith as **Annexure C&D**.

It is pertinent to mention herein that the Complainant chose to complaint of any such mis-sale only after exhaustion of free-look period in the captioned policies.

7. We further state that, in accordance Clause No 6(2) of the Protect of Policy Holder Interest Regulation, about the freelook in option where if the Policyholder disagrees to any of the Policy terms and conditions stipulated in the Policy Document, he/she may cancel the Policy by returning it to the company with in 15 day's from the date of receipt of the policy.

8. Further we state that the,customer was informed about her right to cancel the said policy within the free-look period i.e. 15 days videthe welcome letter couriered along with the Policy. The provision of Regulation 6(2) of the Insurance Regulatory and Development Authority(Protection of Policy Holder's Interest) Regulation, 2002 is reiterated herein below:

“While acting under regulation 6(1) in forwarding the policy to the insured, the insurer shall inform by the letter forwarding the policy that he has a period of 15 days from the date of receipt of the policy document to review the terms and conditions of the policy and where the insured disagrees to any of those terms or conditions, he has the option to return the policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by the insurer on medical examination of the proposer and stamp duty charges.”

Further it is to inform you that, the Complainant did not approach to the Company even after receipt of the policy document and proposal form.

9. The Complainant has approached this Hon'ble Ombudsman with his grievance and the Complaint had been forwarded to the Company. It is humbly submitted that the contents of this complaint letter are false and incorrect and no cause of action for presenting the present complaint has arisen.

10. That the complainant is clearly making false allegation against the company without there being any fault on the part of the company in the issuance of the policy, as policy was issued on the basis documents signed and submitted by the Complainant at his own will. The complainant has not provided any documentary evidence to substantiate his claim about the mis-selling.

13. Hence in view of the aforementioned facts and paras, the Company affirms that there is no mis-sale involved in the said policy & complainant has himself willingly opted to purchase the said policy and thereafter had failed to pay the renewal premium and consequently allowed the said policy to get foreclosed & is now creating false and concocted story just to receive the deposited premium amount after 13 years from the policy issuance.

Thus, in light of the said facts Company prays before the Ld. Ombudsman for dis-missal of the instant complaint.

Observation and conclusions:

- From the copy of the policy document it reveals that the policy was commenced on 7th July, 2010 for Premium Paying Term as well as Policy Term of 15 years.
- As per Policy Condition, Clause 4, the benefits available in the policy are Death Benefit, Maturity Benefits and other Benefits i.e. Loyalty Addition, Rider Benefits, Surrender Benefit, Partial Withdrawal Benefit.
- As per policy schedule the policy is due to be matured on 7th July, 2025.
- As per Policy Clause 4.3.3, Surrender Benefit,the policy can be surrendered at any time after payment of two full year's premium.
- From the contention of the complainant, the present status of the policy is not clear. At the time of hearing the complainant has informed that he has paid only one premium under the policy.
- The complainant for the first time approached the Insurance Company for cancellation of the policy on 2.2.2023. In reply of which the respondent Insurance Company has regretted his request for cancellation of the policy.

AWARD

COMPLAINT REF: NO: KOL-L-036-2324-0007

Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both parties present during the course of hearing, it is observed that the stated policy is in lapsed condition without acquiring paid up value as the policyholder has paid only one annual premium under the policy. As per policy condition, since the policy is in lapsed status, no surrender value or any other benefit is payable under the policy. Hence, the complaint is to be treated as dismissed without providing any relief in favour of the complainant. If the decision is not acceptable to the complainant, he is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurance Company.

AWARD NO:IO/KOL/ALI/0002/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev
CASE OF COMPLAINANT - Anindita Dey

VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2324-0011

AWARD NO:IO/KOL/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Anindita Dey D/o - Gopal Chandra Dey, Philips Employees' Housing Complex, 1/1, Kailash Ghosh Road, House No. 77, Kolkata - 700 008.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0504492725	741024	24-Mar-2022	24-Mar-2039	24-Mar-2022	209030	17/ Yearly	05
3.	Name of insured		Anindita Dey					
4.	Name of the insurer/broker		Bajaj Allianz Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Cancellation of policy & refund of premium .					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		200000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		19-Apr-2023					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant		Ms. Anindita Dey					
	b)For the Insurer		Mr. Saswata Banerjee					
13.	Complaint how disposed		By conducting online hearing through Webex Cisco Meeting App					

Brief Facts of the Case:

As per complainant, they has one FD of Rs. 1000000/ in Axis Bank, Behala Branch & has been convinced by both Relationship Manager & Burgundy Manager to invest Rs. 10 lakhs against captioned policy by breaking FD & they convinced her for receipt of much more profit & benefits than what they are getting from FD during the long tenure of 17 years against the policy. She has been assured to receive 8 % interest p.a whereas the FD interest rate was 6.5 % p.a. She has signed in some blank papers without realizing that it was insurance plan after withdrawing Rs. 200000/ from FD of Rs. 10 lakhs & accordingly a penalty of Rs. 3000/ for premature withdrawal has been sacrificed & provided OTP confirmation blindly trusted on their words. But on receipt of policy bond, she has noticed that instead of 8 % p.a. as promised, return will be at around 5 to 5.5 % pa & that too also non guaranteed & policy tenure is as long as 17 years. Her father is a Sr. Citizen & FD interest is the only source of income. Her father requested to cancel the policy to concerned Relationship Manager who assured him that Rs. 2 lakhs will be refunded within 15 days but ultimately they have received only Rs. 1467/ against said policy which indicates that it is monthly interest & policy not cancelled at all.

Contention of the complainant:

Though her father has made complaint to concerned Relationship Manager for cancellation of the policy but he persistently misguided & miscommunicated with them instead of cancelling the policy. He also advised the complainant to continue the policy. She has appealed before the Forum for refund of premium of Rs. 2 lakh after cancellation of the policy.

Contention of the Respondent:

As per Self Contained Note, Respondent Insurer has informed that on perusal of the proposal form duly signed and submitted by the complainant, it is crystal clear that the complainant was well and sufficiently aware of the benefit term, premium term and amount of premium payable under the said policy since the Benefit Illustration and proposal form clearly indicates 5 years premium paying term. Respondent Insurer has provided copy of said proposal form & signed Benefit Illustration Form before the Forum. It is further submitted that the said policy has been issued on basis of proposal form as submitted to the Company & on terms and conditions as contained therein. Further, the Company has furnished the policy document to the complainant via speed post through POD No. EA928581818IN & the same has been delivered to the complainant on 2.4.2022. But complainant has not exercised free look cancellation of the policy within 15 days from date of receipt of policy document. Complainant has raised first complaint on 10.4.2023 for cancellation of the policy which was far beyond free look period as the policy was commenced on 24.03.2022 which clearly illustrates the malafide intention of the complainant in this regard. As it is evident that the complainant has leveled false accusations without an iota of evidence just to derive illegal financial gains contrary to the Contract of Insurance under the said policy, Respondent Insurer thus appealed before the Forum for dismissal of complaint.

Observation and conclusions:

During hearing complainant has informed that earlier she has been engaged in 4- 5 IT firms in different times & as per advice of Mr. Saumeeek Manna of Axis Bank Ltd. they have invested Rs. 2 lakhs considering return of 8-8.5 % p.a whereas at that time FD interest was 6.5 % p.a. & accordingly by premature withdrawal of their FD of Rs. 10 lakhs, the concerned investment was made but the representatives not informed anything that it is an Insurance Policy. Later on they realized that return from the captioned policy is not as that of 8-8.5 % p.a as promised to them if they will continue the policy for 5 years by paying annual premium of Rs. 2 lakh. So she wants to discontinued the policy & as she has been misguided by Axis bank Personnel, she has been appealed before the Forum for refund of premium after cancellation of the policy. She has received monthly payout upto 1 year from date of issuance of the policy & for cancellation of policy she has applied within free look period before the Company. Complainant also informed that monthly income of herself was in between Rs. 30000/- Rs. 40000/ when she was employed. In response, Respondent Insurer has informed that complainant has opted Guaranteed Income Life Flexi Income Goal plan in March, 2022, policy bond has been delivered to the complainant on 2.4.2022 & free look cancellation of the policy has opted on 09.03.2023 & complainant has availed Income tax benefit against 1st premium that has been paid by the complainant. Moreover, policyholder has received monthly payouts for last 1 year since April, 2022. As complaint is devoid of any merit, Respondent Insurer thus appealed before the Forum for dismissal of complaint.

AWARD

COMPLAINT REF: NO: KOL-L-006-2324-0011

Considering the facts and circumstances of the case and after going through the documents on record and submissions made by both the parties during the course of hearing, it is observed that although the Company has followed their rules before issuance of the policy, there is certain extent of missale of the stated policy & she was misguided & misrepresented by the representative of the Insurance Company without verifying the financial ability of the policyholder for paying of renewal premium. Hence, the Insurance Company is directed to cancel the policy no. 05xxxx2725 on the life of Ms. Anindita Dey & utilize all premiums paid under the captioned policy to issue one fresh single premium unit linked policy on the life of Ms. Anindita Dey under debt/ low risk fund as on current date after adjustment of all SB payout till date since inception of the policy with 5 years lock in period. The free look clause will be kept inoperative in the new policy. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules 2017. As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the Award and shall intimate the compliance of the same to the Ombudsman. If the decision is not acceptable to the complainant, she is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0004/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow
(State of Uttar Pradesh(Districts of Eastern Part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL SAHAI
CASE OF COMPLAINANT - Ganga Sagar Ram
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: LCK-L-036-2324-0001
AWARD NO:IO/LCK/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Ganga Sagar Ram S/O Ram Kailash Ram Vill- Bhopatpur Po-Binha						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	52085714	237000			27-Feb-2015	50000	15	5
	52085712	476000			28-Feb-2015	100000	15	5
3.	Name of insured	Ganga Sagar Ram						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	29-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	149853						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Lucknow						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Ganga Sagar Ram						
	b)For the Insurer	Mr. Akhilesh Gupta						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

Mr. Ganga Sagar Ram, the life Insured under the captioned policies, has lodged a complaint against Reliance Nippon Life Insurance Company Limited the Respondent, alleging mis-selling of aforesaid policies with false offer to provide old policy amount of Rs 1.45L against aforesaid policies. LA through his said complaint has requested for cancellation of the policies and asked for the refund of premium amount of Rs. 1, 49,852.65. The Respondent, Reliance Nippon Life Insurance Company Limited has denied all the allegations made by the complainant and turned down his request for cancellation of the policies and refund the premium as it was beyond the free-look period. On rejection of his request LA approached the Hon'ble Insurance Ombudsman on 29.03.2023 for redressal of his grievance.

Contention of the complainant:

Mr. Ganga Sagar Ram, stated in his complaint dated 29.03.2023 that, he was trapped into this mis-selling and fraud by the agent who posed to be calling from IGMS Delhi and offered him to release the old policy amount Rs 1.45L on the condition of buying insurance policies involving Rs.1,49,852.65, as premium under the policies. Relying on assurance he bought the aforesaid policies. After some period when he tried to contact the sales person, they stopped responding to his calls. Then he realized about the fraud and lodged the complaint with RIC demanding "Cancellation of the fraudulently sold policies and refund of premium".

Contention of the Respondent:

The respondent, Reliance Nippon Life informed through their SCN dated 17 April, that the complainant has st lodged their complaint in July 2015 about mis-selling. After investigating the complaint and verifying its records, the company was unable to consider the request of the complainant. More over the complainant approached after 4 months, hence rejected as beyond free look. The LA not paid any renewal so the respondent informed about foreclosed on 28.02.2018 with amount details. The policy was issued after getting all document and PIVC done, once LA agreed to the terms and conditions policy was issued. Now we request the Hon'ble Ombudsman to dismiss the case.

Observation and conclusions:

Ongoing through the records and discussion it was observed that the complainant had purchased the policies during the month of February 2015 after submitting duly filled proposal form. Initial premium was deposited through cheque. Policy bond had been delivered at his address on 16.03.2015. Complainant failed to produce any evidence regarding mis-selling of the policy. Due to non-payment of further premium policy got lapsed and later on foreclosed and foreclosure amount of Rs. 14726.18 and Rs. 7304.54 respectively has been paid by the respondents during the month of February 2018 and policy was terminated after that.

On the basis of facts and findings I am of the view that the complaint lacks merits and is liable to be dismissed.

AWARD

COMPLAINT REF: NO: LCK-L-036-2324-0001

Complaint is dismissed.

AWARD NO:IO/LCK/A/LI/0003/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Lucknow

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow
(State of Uttar Pradesh(Districts of Eastern Part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL SAHAI
CASE OF COMPLAINANT - Ganga Sagar Ram
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: LCK-L-008-2324-0003
AWARD NO:IO/LCK/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Ganga Sagar Ram S/O Ram Kailash Ram Vill- Bhopatpur Po-Binha						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-4934391	332449			14-Oct-2016	29730	12/Annual	12
	501-5119661	469769			11-Jan-2017	44412	12/Annual	12
3.	Name of insured		Ganga Sagar Ram					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		29-Mar-2023					
6.	Nature of Complaint		Mis-selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		75232					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Lucknow					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Ganga Sagar Ram					
	b)For the Insurer		Mr. Indermeet Singh					
13.	Complaint how disposed		Award					

Brief Facts of the Case:

Mr. Ganga Sagar Ram, the life Insured under the captioned policies, has lodged a complaint against Bharti Axa Life Insurance Company Limited the Respondent, alleging mis-selling of aforesaid policies with false offer to provide old policy amount of Rs 1.45 Lakhs against aforesaid policies. LA through his said complaint has requested for cancellation of the policies and asked for the refund of premium amount of Rs. 75,229.34. The Respondent, Bharti Axa Life Insurance Company Limited has denied all the allegations made by the complainant and turned down his request for cancellation of the policies and refund the premium as it was beyond the free-look period. On rejection of his request LA approached the Hon'ble Insurance Ombudsman on 29.03.2023 for redressal of his grievance.

Contention of the complainant:

Mr. Ganga Sagar Ram, stated in his complaint dated 29.03.2023 that, he was trapped into this mis-selling and fraud by the agent who posed to be calling from IGMS Delhi and offered him to release the old policy amount Rs 1.45 Lakhs on the condition of buying insurance policies involving Rs.75,229.34, as premium under the policies. Relying on assurance he bought the aforesaid policies. After some period when he tried to contact the sales person, they stopped responding to his calls. Then he realized about the fraud and lodged the complaint with RIC demanding "Cancellation of the fraudulently sold policies and refund of premium".

Contention of the Respondent:

The respondent, Bharti Axa Life, informed through their SCN dated 19.04.2023 that, the policy was issued on the basis of KYC, Premium and PIVC, where the LA has agreed on all the terms and conditions only then the policy was issued. The complainant approached for cancellation of the policy on the ground of mis-selling which was rejected as beyond free look. Currently policy is in lapsed condition so nothing is payable. Request the Hon'ble Ombudsman to dismiss the case.

Observation and conclusions:

Ongoing through the records and discussion it was observed that the complainant had purchased the policies during the month of October 2016 and 01/17 respectively after submitting duly filled proposal form. Initial premium was deposited through cheque. Policy bond had been delivered at his address on 29.10.2016 and 03.02.2017. Complainant had failed to produce any evidence regarding mis-selling of the policy. Due to non-payment of further premium policy got lapsed.

Without going into the merits and advised of the Hon'ble Ombudsman, respondent's representative submits that they are ready to refund only Rs. 30,000/- to the complainant and both the policies treated cancel. Complainant is also agreed for the same. The positive approach of the company requires due acknowledgement. The complainant's policies were very old and technically could not have been entertained positively by the forums. However, the complainant, who happens to be a retired 'Subedar' of paramilitary force, was clearly taken for a ride by the intermediaries. He is understood to have lost some Rs. 8 lacs to the frauds of these intermediaries.

AWARD

COMPLAINT REF: NO: LCK-L-008-2324-0003

Complaint is allowed. Respondents are directed to refund only Rs. 30,000/- to the complainant and both the policies treated cancel.

**AWARD NO:IO/LCK/A/LI/0004/2023-2024
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN
Lucknow**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow
(State of Uttar Pradesh(Districts of Eastern Part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL SAHAI
CASE OF COMPLAINANT - Archana Kushwaha
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: LCK-L-008-2324-0010
AWARD NO:IO/LCK/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Archana Kushwaha w/o Mukesh Singh Futera Barwasagar Phutera Baruwa Sagar Barwasagar						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-9726659	1134800				97868	12/Annual	12
	503-2500273	1190040				102763	12/Annual	12
	503-1313868	1258183				108636	12/Annual	12
	502-9917472	1432319				122310	12/Annual	12
	502-9499570	317620				27729	12/Annual	12
	503-1207409	602818				52850	12/Annual	12
	502-9498945	617442				53826	12/Annual	12
502-9593968	1004716				7636	12/Monthly	12	
502-9915336	728001				63610	12/Annual	12	
3.	Name of insured	Mukesh Singh						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Mis-selling against Loan Offer						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	733330						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Lucknow						
12.	Representation at the hearing							
	a)For the Complainant	Mrs Archana Kushwaha & Dr Mukesh Singh(Husband)						
	b)For the Insurer	Indermeet Singh						
13.	Complaint how disposed	Recommendation						

COMPLAINT REF: NO: LCK-L-008-2324-0010

Brief Facts of the Case:

- Mrs. Archana Kushwaha, the life Insured under the captioned policies, has lodged a complaint against Bharti Axa Life Insurance Co Ltd the Respondent, alleging mis-selling of aforesaid policies with false offer to provide Loan of Rs 20 lakhs against aforesaid policies. LA through her said complaint has requested for cancellation of the policies and asked for the refund of premium amount of Rs. 7,33,330/. The Respondent, Bharti Axa Life Insurance Co Ltd has denied all the allegations made by the complainant and turned down her request for cancellation of the policies and refund the premium as it was beyond the free-look period. On rejection of her request LA approached the Hon'ble Insurance Ombudsman on 07.02.2023 for redressal of her grievance.

Contention of the complainant:

- Mrs Archana Kushwaha, stated in her complaint dated 07.02.2023, that she was trapped into this mis-selling and fraud by the agent who posed to be calling from CITI Bank and offered her Loan of Rs 20L on the condition of buying insurance policies involving Rs.7,33,330/ as premium under the policies. Relying on assurance she bought the aforesaid policies. The agent clearly advised not to tell anything during PIVC otherwise the loan won't be disbursed. After some period when she tried to contact the sales person, they stopped responding to her calls. Then she realized about the fraud and lodged the complaint with RIC demanding "Cancellation of the fraudulently sold policies and refund of premium".

Contention of the Respondent:

- The respondent, Bharti Axa Life, informed through their SCN dated 19.04.2023 that, the policies were issued on the basis of KYC, Premium and PIVC, where the LA has agreed on all the terms and conditions only then the policy was issued. The complainant approached for cancellation of the policy on the ground of mis-selling which was rejected as beyond free look. Currently policies are in lapsed condition so nothing is payable. Request the Hon'ble Ombudsman to dismiss the case.

Observation and conclusions:

- During the hearing complainant submits that in one policy second premium was also deducted by the insurance company through ECS mode. Total amount now available with the company is Rs. 8,55,000/- approximately. Respondent submits that at present current status was not known to him. But as a customer centric company and the advised of the Hon'ble Ombudsman they are ready to cancel the existing nine policies and issue a new single premium policy of Rs. 1,25,000/- w.e.f. current date with lock-in period of 5 years with no free-look option and refund the remaining premium amount lying with them. Complainant also agreed for the same.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: LCK-L-008-2324-0010

- On the basis of Mutual consent, complaint is allowed. Respondents are directed to cancel all the existing nine policies and issue a new single premium policy of Rs. 1,25,000/- w.e.f. current date with lock-in period of 5 years with no free-look option and refund the remaining premium amount to the complainant. Compliance be made within 30days.
- Let the copy each of this award be given to both the parties.

AWARD NO:IO/LCK/R/LI/0005/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Lucknow

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - Chethan N
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0003
AWARD NO:IO/BNG/R/LI/0022/2023-2024

1.	Name & Address Of The Complainant	Chethan N No 1569, 13th Main Road, HAL 3rd Stage, Kodihalli. BANGALORE.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-6948835	2380103	09-Jul-2020	09-Jul-2032	08-Jul-2020	209000	12 / Annual	12
3.	Name of insured		Chethan N					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		03-Apr-2023					
6.	Nature of Complaint		Mis-selling					
7.	Amount of Claim		451602.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		451602					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Bangalore					
12.	Representation at the hearing							
	a)For the Complainant		Mr.Chethan N - Self					
	b)For the Insurer		Mr. Mangesh Mandal - Nodal Officer of Bharti AXA Life					
13.	Complaint how disposed		Resolved through mediation					

Brief Facts of the Case:

This complaint emanated from the non-consideration of cancellation of policy and refund of premium by the Insurer. The subject policy was issued on 09.07.2020 & the policy bond was delivered on 14.07.2020 and 2nd year premium also paid. Complainant approached the Insurer on 13.07.2022 for cancellation of policy stating that the said policy was mis-sold to him with false/inflated benefits. The Insurer has rejected the same stating the request was received beyond the free-look period. Complainant's further representation to the GRO of the Insurer did not result into any resolution. Hence the Complainant approached this Forum for relief.

Contention of the complainant:

The complainant has stated that the representatives of Bharti AXA had given false information regarding benefits of the subject policy while purchasing the same. He was assured that he will get a lump sum of Rs.54,92,144/- if he surrender the policy in the 13th year. Further he was told that the lock-in period is 3 years and he can surrender the policy after 3 years and he will get a sum of Rs.8,10,000 (premium paid,6,00,000 + Min guaranteed surrender value, 2,10,000). After receiving the bond also he confirmed with those agents and their manager and they have reassured & provided the calculation which was totaled up to Rs.54,92,144/-. He paid 2nd year premium due 07/2021 also. When he received a call from Bharti AXA for payment of 3rd year premium on 12.07.2022, he again enquired with them regarding 13th year surrender benefit. He was shocked to know that he will get only Rs.29 lakhs and not Rs.54 lakhs, he double checked with the customer care also. Further he verified with the Company's website also. Feeling cheated he has approached the insurer for cancellation of the policy and refund of the premium paid by him which was rejected by the Insurer.

Contention of the Respondent:

Insurer has submitted that they received a request for cancellation of policy 2 years after the delivery of policy bond. Provision of free-look cancellation was clearly given in the policy bond. The complainant has retained the policy document and did not invoke the free-look option and not raised any issue or concern during the PIVC call also thereby implying that he had agreed to the benefits, terms & conditions of the Policy. Policy benefits are specifically mentioned in the Policy bond and the complainant by understanding the benefits under the policy has paid 2nd year premium also. Policy acquired paid-up value as per terms and conditions of the policy. Hence they cannot consider the cancellation of policy.

Observation and conclusions:

Complainant's request for cancellation of the policy alleging mis-sale after 2 years on receipt of the policy bond, after paying 2nd year premium too, and after enjoying the risk cover for 2 full years is not tenable.

However upon mediation by the forum during hearing, the Insurer has agreed to consider the cancellation of the subject policy and converting the total amount received to issue a new Single Premium ULIP policy with lock-in period of 5 years subject to no free-look provision under the new policy. Complainant has also agreed with this settlement vide his email dated 28.04.2023. Since both the complainant and the Insurer concurred with this settlement, the complaint is treated as resolved and closed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-008-2324-0003

Taking into account the facts and circumstances of the case, and the records made available to this forum and the submissions made by both the parties during the course of personal hearing, upon mediation by the forum the Insurer has made an offer of considering the cancellation of the subject policy and converting the total amount received to issue a new Single Premium ULIP policy with lock-in period of 5 years subject to no free-look provision under the new policy. The complainant has also agreed with this settlement. Since both the complainant and the insurer concurred with this settlement, the complaint is treated as resolved and closed.

AWARD NO:IO/BNG/R/LI/0022/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAMOD JADHAV
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-019-2324-0019
AWARD NO:IO/BNG/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	PRAMOD JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20563156	200269	20-Jul-2018	20-Jul-2034	20-Jul-2018	33493	16 years/Annual	8 years
3.	Name of insured	PRAMOD JADHAV						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	35000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	SELF						
	b)For the Insurer	Mrs. SHILPA PATIL						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as stated by the Complainant that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The complainant has stated that he has purchased 2 life insurance policies bearing no. 20563156 on 20.07.2018 & 20476886 on 21.06.2018 from the Respondent Insurer HDFC LifeInsc Co Ltd., He has complained that the said policies were mis-sold on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 17.04.2023 has stated that the said policies were issued on 20.07.2018 & 21.06.2018 on the basis of submission of proposals and other requirements by the Complainant. The policy bonds were delivered to the Complainant on 30.07.2018 & 21.06.2018 to the registered address as per their records. On receipt of the policy bond, the Complainant has not raised any objection during freelook period. During May 2022, after lapse of 4 years, they have received the first complaint from the Complainant stating that the said policies were mis-sold without providing any documentary evidence of mis-selling. The RI has evaluated the case and was constrained to deny the averments of alleged mis-selling and decline the Complainant's request of policies cancellation. In view of the above, they have prayed for dismissal of the said complaints.

Observation and conclusions:

Hearing was conducted on 25.04.2023 @ 4.00 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Shilpa Patil has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions. as a customer centric measure The RI has agreed to convert the premiums under existing 2 policies into a single premium policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

AWARD

COMPLAINT REF: NO: BNG-L-019-2324-0019

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to convert the premiums under existing policies and issue a fresh single premium policy by cancelling the said policies and the Complainant has accepted the offer made by the RI. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/A/LI/0016/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAMOD JADHAV
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: BNG-L-024-2324-0018
AWARD NO:IO/BNG/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	PRAMOD JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10512601	1141150	28-Aug-2018	28-Aug-2033	28-Aug-2018	70000	15 years/Yearly	15 Years
3.	Name of insured		PRAMOD JADHAV					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		70000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Bangalore					
12.	Representation at the hearing							
	a)For the Complainant		SELF					
	b)For the Insurer		Mrs. Nilofer Shaik					
13.	Complaint how disposed		Resolved through mediation					

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as it was stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

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The complaint emanated from non-refund of premium by cancelling the policy as it was stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

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The complaint emanated from non-refund of premium by cancelling the policy as it was stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

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The complaint emanated from non-refund of premium by cancelling the policy as it was stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The complainant has stated that he has purchased a life insurance policy bearing no. 10512601 on 28.08.2018 from the Respondent Insurer India First Life Insc Co Ltd., He has complained that the said policy was mis-sold to him on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance." data-richtext="init">

The complainant has stated that he has purchased a life insurance policy bearing no. 10512601 on 28.08.2018 from the Respondent Insurer India First Life Insc Co Ltd., He has complained that the said policy was mis-sold to him on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

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The complainant has stated that he has purchased a life insurance policy bearing no. 10512601 on 28.08.2018 from the Respondent Insurer India First Life Insc Co Ltd., He has complained that the said policy was mis-sold to him on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

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The complainant has stated that he has purchased a life insurance policy bearing no. 10512601 on 28.08.2018 from the Respondent Insurer India First Life Insc Co Ltd., He has complained that the said policy was mis-sold to him on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 24.04.2023 has stated that the said policy bearing no. 10512601 was issued on 28.08.2018 on the basis of submission of duly filled proposal form and other relevant documents with initial premium deposit. The company representative had made Pre issuance verification and welcome call to the complainant and explained the benefits under the said policy and the Complainant has not raised any objection during these calls. Subsequently the said policy bond was issued & delivered on 05.09.2019. On receipt of the policy document, the Complainant has not approached them & not raised any objections during freelook period. On 28.08.2019, after 1 year of the issuance of the policy, they have received a 1st complaint from the complainant stating that the said policy was mis-sold without providing any documentary evidence. The RI has replied on 05.09.2019 that they are unable to consider his request as he has not approached them within free look period. Since the complainant has not paid the subsequent premiums, the policy is in lapsed status. In view of the above, they have prayed for dismissal of the said complaint.

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The Respondent Insurer vide their SCN dated 24.04.2023 has stated that the said policy bearing no. 10512601 was issued on 28.08.2018 on the basis of submission of duly filled proposal form and other relevant documents with initial premium deposit. The company representative had made Pre issuance verification and welcome call to the complainant and explained the benefits under the said policy and the Complainant has not raised any objection during these calls. Subsequently the said policy bond was issued & delivered on 05.09.2019. On receipt of the policy document, the Complainant has not approached them & not raised any objections during freelook period. On 28.08.2019, after 1 year of the issuance of the policy, they have received a 1st complaint from the complainant stating that the said policy was mis-sold without providing any documentary evidence. The RI has replied on 05.09.2019 that they are unable to consider his request as he has not approached them within free look period. Since the complainant has not paid the

subsequent premiums, the policy is in lapsed status. In view of the above, they have prayed for dismissal of the said complaint.

" data-richtext="init">

The Respondent Insurer vide their SCN dated 24.04.2023 has stated that the said policy bearing no. 10512601 was issued on 28.08.2018 on the basis of submission of duly filled proposal form and other relevant documents with initial premium deposit. The company representative had made Pre issuance verification and welcome call to the complainant and explained the benefits under the said policy and the Complainant has not raised any objection during these calls. Subsequently the said policy bond was issued & delivered on 05.09.2019. On receipt of the policy document, the Complainant has not approached them & not raised any objections during freelook period. On 28.08.2019, after 1 year of the issuance of the policy, they have received a 1st complaint from the complainant stating that the said policy was mis-sold without providing any documentary evidence. The RI has replied on 05.09.2019 that they are unable to consider his request as he has not approached them within free look period. Since the complainant has not paid the subsequent premiums, the policy is in lapsed status. In view of the above, they have prayed for dismissal of the said complaint.

Observation and conclusions:

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions.. The RI has agreed to issue a fresh single premium policy by cancelling the policy & converting the premium under existing policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

" data-richtext="init">

Hearing was conducted on 25.04.2023 @ 4.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Nilofer Shaik has represented on behalf of the Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions.. The RI has agreed to issue a fresh single premium policy by cancelling the policy & converting the premium under existing policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

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Hearing was conducted on 25.04.2023 @ 4.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Nilofer Shaik has represented on behalf of the Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions.. The RI has agreed to issue a fresh single premium policy by cancelling the policy & converting the premium under existing policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

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Hearing was conducted on 25.04.2023 @ 4.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Nilofer Shaik has represented on behalf of the Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions.. The RI has agreed to issue a fresh single premium policy by cancelling the policy & converting the premium under existing policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

" data-richtext="init">

Hearing was conducted on 25.04.2023 @ 4.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Nilofer Shaik has represented on behalf of the Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy conditions.. The RI has agreed to issue a fresh single premium policy by cancelling the policy & converting the premium under existing policy and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

AWARD

COMPLAINT REF: NO: BNG-L-024-2324-0018

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to issue a fresh single premium policy by cancelling the said policy & converting the premium under existing policy and the Complainant has accepted the offer made by the RI. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/A/LI/0014/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAMOD YASHWANT JADHAV
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0014
AWARD NO:IO/BNG/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	PRAMOD YASHWANT JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-2764204	715452	15-Jan-2015	15-Jan-2027	15-Jan-2015	60000	12 years/Annual	12 years
3.	Name of insured		PRAMOD YASHWANT JADHAV					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		60000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Bangalore					
12.	Representation at the hearing							
	a)For the Complainant		SELF					
	b)For the Insurer		Mrs. RIYA DAGA					
13.	Complaint how disposed		DISALLOWED					

COMPLAINT REF: NO: BNG-L-008-2324-0014

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as the complainant has stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The complainant has stated that he has purchased a life insurance policy bearing no. 501-2764204 on 15.01.2015 from the Respondent Insurer Bharti Axa Life Insc Co Ltd., He has complained that Mr. Anurag, Mrs. Akruiti Singhania, Mr. Arvind Goyal & Mr. Patel contacted him and explained wrong benefits and forced him to purchase the policy. After receipt of policy bond, he has observed that the benefits which were explained were not mentioned in the policy bond. When he tried to contact the persons, there was no response from them. Hence, he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within free-look period. Since he was not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 18.04.2023 has stated that the policy bearing no. 501-2764204 was issued on 15.01.2015 on the basis of submission of duly filled proposal form and other relevant documents. The company representative had made Pre issuance verification calls to the complainant and explained the benefits under the said policy and the Complainant has agreed and not raised any objection during these calls. The said policy bond was delivered on 28.01.2015. On receipt of the policy document, the Complainant has not approached them & not raised any objection during free-look period. After expiry of free look period, they have received a complaint through email dated 25.05.2022 i.e., after a lapse of 7 years of issuance of the policy, alleging the said policy was mis-sold to him. After evaluation, the RI has replied to the Complainant that no mis-selling was involved in the said case and the complaint is merely an afterthought. In view of this, they have prayed for dismissal of the said complaint.

Observation and conclusions:

Hearing was conducted on 25.04.2023 @3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Riya Daga represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant has presented his version. The Forum asked the complainant whether he obtained the ID proof of the persons who canvassed the policy, whether he had any documentary proof in the nature of any benefit illustration that the said policy was mis-sold, whether he has approached the RI immediately after receipt of policy bond. The complainant replied to all these questions in the negative.

The Forum informed that since he has approached the RI after a lapsed of 7 years, it is time barred claim and the Law of Limitation would apply in any regular court of law in the instant case. Further, the contact numbers of the persons who have contacted the complainant, as provided by the complainant, have been verified by the forum from True caller and do not tally with the names given by him.

Upon enquiry by the forum, the RI informed that the policy is in lapsed status and has not acquired any paid up value. They have received the 1st complaint after 7 years of the issuance of the policy. Further the complainant has enjoyed a life cover against the premium paid while the policy was in force. Under the circumstances, they have stated that they are unable to consider his request of cancelling the policy and refund of premium or any other accommodation.

The Forum informed the complainant that the sum assured is Rs.715452/- under the policy and if anything had happened, the RI would have been bound to settle the death claim as that much risk has been covered under the policy.

After scrutiny of records made available to the Forum, it is observed that though the complainant has complained regarding mis-selling, he has failed to provide any substantial evidence supporting the same.. He has approached the RI after a lapse of 7 years from the issuance of the policy which is time barred. Further, no Deficiency of Service has been observed by the Forum on the part of the RI. Under the circumstances, the said complaint is DISALLOWED.

AWARD

COMPLAINT REF: NO: BNG-L-008-2324-0014

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, it is concluded that the Complainant has failed to provide any substantial evidence of mis-selling in the instant case and he has approached the RI after a lapse of 7 years from the issuance of the policy which is unreasonable by any standards. No Deficiency of service has been observed by the Forum on the part of the Respondent Insurer and they have acted as per terms and conditions of the policy. Hence the said complaint is DISALLOWED.

AWARD NO:IO/BNG/A/LI/0018/2023-2024

Date:27/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAMOD YASHWANT JADHAV
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-019-2324-0020
AWARD NO:IO/BNG/R/LI/0017/2023-2024

1.	Name & Address Of The Complainant	PRAMOD YASHWANT JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20476886	343315	21-Jun-2018	21-Jun-2034	21-Jun-2018	57416	16 years/Annual	8 years
3.	Name of insured		PRAMOD YASHWANT JADHAV					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		60000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Bangalore					
12.	Representation at the hearing							
	a)For the Complainant		SELF					
	b)For the Insurer		Mrs. SHILPA PATIL					
13.	Complaint how disposed		Resolved through mediation					

COMPLAINT REF: NO: BNG-L-019-2324-0020

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as the Complainant has stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policies and refund of premiums, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The complainant has stated that he has purchased 2 life insurance policies bearing no. 20563156 on 20.07.2018 & 20476886 on 21.06.2018 from the Respondent Insurer HDFC Life Insc Co Ltd., He has complained that the said policies were mis-sold on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within freelook period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 17.04.2023 has stated that the said policies were issued on 20.07.2018 & 21.06.2018 on the basis of submission of proposals and other requirements. The policy bonds were delivered to the Complainant on 30.07.2018 & 21.06.2018 to the registered address as per their records. The Complainant has not raised any objection during freelook period. During May 2022, after lapse of 4 years, they have received the first complaint from the Complainant stating that the said policies were mis-sold without providing any any documentary evidence of mis-selling. The RI has evaluated the case and was constrained to deny the averments of alleged mis-selling and decline the Complainant's request of policies cancellation. In view of the above, they have prayed for dismissal of the said complaints.

Observation and conclusions:

Hearing was conducted on 25.04.2023 @4.00 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Shilpa Patil has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video and to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have presented their version.

The Forum advised the RI to help the Complainant even though no relief is possible within the policy condition, as a customer-centric measure. The RI has agreed to issue a fresh single premium policy by **cancelling the said policies & by converting the premiums under existing 2 policies** and the Complainant has accepted the offer made by the Respondent Insurer. Accordingly the said complaint is resolved through mediation.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-019-2324-0020

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to convert the premiums under existing policies and issue a fresh single premium policy by cancelling the said policies and the Complainant has accepted the offer made by the RI. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0017/2023-2024

Date:26/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - VISHWANATH CHIPLUNKAR
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-019-2324-0011
AWARD NO:IO/BNG/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	VISHWANATH CHIPLUNKAR 207, Green Valley Paradise, Manchikere, Alevoor Road, Manipal, Udupi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24372652	4000000	23-Nov-2021	23-Nov-2051	23-Nov-2021	500000	30 years/Annual	8 years
3.	Name of insured	VISHWANATH CHIPLUNKUR						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Claiming refund of premium by cancelling the policy						
7.	Amount of Claim	419075.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	419075						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	SELF						
	b)For the Insurer	Mrs. SHILPA PATIL						
13.	Complaint how disposed	Resolved through mediation						

COMPLAINT REF: NO: BNG-L-019-2324-0011

Brief Facts of the Case:

The Complaint emanated from non-receipt of soft copy/hard copy of policy bond in time. The policy benefits were not properly explained before issue of the policy. His brother's son was nominated but the relationship was mentioned as his son. Though he has approached the Respondent Insurer & GRO of RI, he has not received proper reply. Hence he does not want to continue the policy and demanding refund of premium.

Contention of the complainant:

The Complainant has stated that he has purchased a life insurance policy bearing no. 24372652 on 23.11.2021 from HDFC Life Insc Co Ltd., He has received the policy bond/softcopy of policy bond after 6 months. Before issue of the policy, the benefits were not properly explained to him. His brother's son was made as nominee but the relationship was mentioned as "his son" which is not proper. When he complained to IRDAI, the RI has closed the complaint without proper resolution. Aggrieved, he is not happy with the service of the RI and wants to cancel the policy and requested for refund of premium.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 06.04.2023 has stated that based on the application and other documents, the said policy was issued and the policyholder has opted for Demat form of the policy bond. Hence the soft copy of bond was shared with the policy holder's email on 29.11.2021. The benefit illustration (part of the policy bond) with details of the benefits available in the policy, including guaranteed and non guaranteed benefits clearly explained, was provided to the policyholder As per the terms and conditions of the policy, one survival benefit of Rs.140000/- was also paid on 23.11.2022. Since the complainant has not raised any concern within free look period, they have stated that they are unable to consider his request.

Observation and conclusions:

Hearing was conducted on 20.04.2023 @2.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Vishwanath Chiplunkar has presented his case and Mrs. Shilpa Patil has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video and to which the participants responded positively.

During the course of the hearing, the Complainant & the Respondent Insurer have stated their version.

The Forum asked both the parties to send any further details if they want to submit. Accordingly, the RI vide their mail dated 21.04.2023 have agreed to issue a fresh single premium policy by converting the balance premium under existing policy and the Complainant has also accepted the offer made by the RI vide his mail dated 21.04.2023.

The said complaint is resolved through mediation.

AWARD

COMPLAINT REF: NO: BNG-L-019-2324-0011

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is **RESOLVED** through mediation by the Forum wherein the Respondent Insurer has agreed to issue a fresh single premium policy with the available premium under the existing policy and sent a mail on 21.04.2023 and the Complainant has accepted the offer made by the RI and sent a confirmation through mail on 21.04.2023. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/A/LI/0013/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - C M SHAKUNTHALA
VS
RESPONDENT: Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-010-2324-0010
AWARD NO:IO/BNG/A/LI/0011/2023-2024

1.	Name & Address Of The Complainant	C M SHAKUNTHALA No.36, House No.4, 1st Main Road, LIC Colony, Yeshawanthapura, BANGALORE																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0112371016</td> <td style="text-align: center;">885645</td> <td style="text-align: center;">31-Aug-2020</td> <td style="text-align: center;">31-Aug-2030</td> <td style="text-align: center;">31-Aug-2020</td> <td style="text-align: center;">191387</td> <td style="text-align: center;">10 years Annual</td> <td style="text-align: center;">5 years</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	0112371016	885645	31-Aug-2020	31-Aug-2030	31-Aug-2020	191387	10 years Annual	5 years	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
0112371016	885645	31-Aug-2020	31-Aug-2030	31-Aug-2020	191387	10 years Annual	5 years											
3.	Name of insured	C M SHAKUNTHALA																
4.	Name of the insurer/broker	Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	03-Apr-2023																
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy																
7.	Amount of Claim	191387.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	200000																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing																	
12.	Representation at the hearing																	
	a)For the Complainant	SELF																
	b)For the Insurer	MR. ARINDAM MISHRA																
13.	Complaint how disposed	Resolved through mediation during hearing																

COMPLAINT REF: NO: BNG-L-010-2324-0010

Brief Facts of the Case:

The complaint emanated from non refund of premium by cancelling the policy as it was stated that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer, her request was not considered favourably. Hence she has approached this Forum for redressal of her grievance.

Contention of the complainant:

The Complainant has stated that her husband was retired from service and he wanted to deposit certain amount in Canara Bank as fixed deposit. When he approached the Bank Manager, instead of keeping in fixed deposit, an insurance policy was sold on the life of his wife on 31.08.2020 vide policy no. 0112371016. The complainant thought that it was a fixed deposit only. Later she came to know that it was a life insurance policy and the premium is to be payable on yearly basis. Since she finds it difficult to pay the premium on yearly basis, she has approached the RI to cancel the said policy bond and requested for refund of premium. The RI has denied her request stating that she has not approached them within free look period. Since her complaint was unresolved, she has approached this Forum for resolution.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 17.04.2023 has stated that the said policy was issued on 31.08.2020, on the basis of submission of proposal and other requirements. The policy bond was delivered on 11.09.2020. The Complainant has not approached them & not raised any objection during free look period. During Feb 2023, they have received the first complaint from the Complainant stating that the said policy was mis-sold. The Complainant has not provided any documentary evidence of mis-selling. The RI has evaluated the case and was constrained to deny the averments of alleged mis-selling and decline the Complainant's request of policy cancellation. In view of the above, they have prayed for dismissal of the said complaint.

Observation and conclusions:

Hearing was conducted on 20.04.2023 @3.00 pm in the said case by the way of online video conferencing through Webex. The Complainant Mrs. C.M.Shakunthala has presented her case and Mr. Arindam Mishra has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video and to which the participants responded positively.

During the course of the hearing, the Complainant has maintained her stand as per her complaint. Further she has stated that her husband was a retired employee, they cannot afford to pay the premium of Rs.2 lakhs every year. Hence, she has requested for refund of premium.

The Respondent Insurer has offered for conversion of premium under existing policy into a single premium policy by cancelling the existing policy. The Complainant has accepted the offer made by the RI during the hearing itself.

Upon mediation by the Forum, both the parties concurred with the settlement and the said complaint is amicably resolved.

AWARD

COMPLAINT REF: NO: BNG-L-010-2324-0010

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED upon mediation by the Forum wherein the Respondent Insurer has agreed to issue a fresh single premium policy by cancelling the said policy & converting the premium and the Complainant has accepted the offer made by the Respondent Insurer. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/ALI/0011/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - BHASKAR S.T.
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0034
AWARD NO:IO/BNG/R/LI/0008/2023-2024

1.	Name & Address Of The Complainant	BHASKAR S.T. 1491/2, 1st Main, 1st Cross, Mariyappanapalya, Srirampura, Bangalore						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3716407	583317				0		
3.	Name of insured	BHASKAR S.T.						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	99999.34						
8.	Date of Partial Settlement							
9.	Amount of relief sought	99999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

The complainant has stated that he has purchased 2 life insurance policies bearing no. 503-3729178 on 15.01.2022 & 503-3716407 on 12.01.2022 from the Respondent Insurer Bharti Axa Life Insurance Co Ltd., He has complained that the said policies were mis-sold on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within free look period. Since he has not been satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Upon mediation by the Forum, the RI vide their mail dated 19.04.2023 has agreed to convert the premiums under existing policies into a single premium policy and the Complainant vide his mail dated 19.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concur with the settlement, the said complaint is treated as RESOLVED and closed.

COMPLAINT REF: NO: BNG-L-008-2324-0034

AWARD

Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED upon mediation by the Forum wherein the Respondent Insurer vide their mail dated 19.04.2023 has agreed to convert the premium under existing policy into a single premium policy & the Complainant has accepted the offer made by the RI vide his mail dated 19.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.

AWARD NO: IO/BNG/R/LI/0008/2023-2024

Date: 19/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - BHASKAR S.T.
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0033
AWARD NO:IO/BNG/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	BHASKAR S.T. 1491/2, 1st Main, 1st Cross, Mariyappanapalya, Srirampura, Bangalore						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3729178	0				0		
3.	Name of insured	BHASKAR S.T.						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	50000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	50000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	NA						
	b)For the Insurer	NA						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

The complainant has stated that he has purchased 2 life insurance policies bearing no. 503-3729178 on 15.01.2022 & 503-3716407 on 12.01.2022 from the Respondent Insurer Bharti Axa Life Insc Co Ltd., He has complained that the said policies were mis-sold on false assurances of explaining wrong benefits which were not mentioned in the policy bond. When he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium, the RI has denied his request on the grounds that he has not approached them within free -look period. Since he was not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Upon mediation by the Forum, the RI vide their mail dated 19.04.2023 has agreed to convert the premiums under existing policies into a single premium policy and the Complainant vide his mail dated 19.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as RESOLVED and closed.

COMPLAINT REF: NO: BNG-L-008-2324-0033

AWARD

Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED upon mediation by the Forum wherein the Respondent Insurer vide their mail dated 19.04.2023 have agreed to convert the premium under existing policy into a single premium policy & the Complainant has accepted the offer made by the RI vide his mail dated 19.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0009/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - MANJUNATH K L
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0007
AWARD NO:IO/BNG/R/LI/0002/2023-2024

1.	Name & Address Of The Complainant	MANJUNATH K L #18, 2nd Cross, 4th Main, Hoysala Road, Raghava Nagar, NTY Layout, Mysore Road, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3903641	176361	23-Feb-2022	23-Feb-2042	23-Feb-2022	30000	20 / Annual	10
3.	Name of insured	MANJUNATH K L						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	30000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	NA						
	b)For the Insurer	NA						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

Complainant has stated that the said policy was mis-sold to him with the false assurance of sanction of loan with 0 percent interest. The said policy was issued on 23.02.2022 and the Policy bond was delivered on 14.03.2023. He has approached the Insurer for cancellation of the said policy on 31.01.2023, which the Insurer has rejected vide their email dated 06.02.2023 stating the request was received beyond the free-look period. His representation to the GRO did not get any resolution. Hence he had approached this forum for relief.

COMPLAINT REF: NO: BNG-L-008-2324-0007

Taking into account the facts and circumstances of the case, and the records made available, the forum notes that upon mediation, the Insurer has offered a settlement of cancellation of the subject policy and refund of premium amount paid by the policyholder subject to deductions of risk premium till 30.01.2023, date of receipt of complaint, stamp duty and medical charges as per the terms and conditions of the policy. The complainant has also agreed for the same vide his mail dated 13.04.2023. Since both the parties have concurred with this settlement, the complaint is treated as resolved and closed.

The Complaint is Resolved and closed through mediation.

AWARD NO:IO/BNG/R/LI/0002/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - RAVIKUMAR N G
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0009
AWARD NO:IO/BNG/R/LI/0004/2023-2024

1.	Name & Address Of The Complainant	RAVIKUMAR N G 5B-401, PROVIDENT SUNWORTH, Near NICE- Mysore Road Junction, Venkatapura, Kengeri Hobli, Kengeri, BANGALORE																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">503-3899567</td> <td style="text-align: center;">180859</td> <td style="text-align: center;">22-Feb-2022</td> <td style="text-align: center;">22-Feb-2042</td> <td style="text-align: center;">22-Feb-2022</td> <td style="text-align: center;">32500</td> <td style="text-align: center;">20 years/annual</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	503-3899567	180859	22-Feb-2022	22-Feb-2042	22-Feb-2022	32500	20 years/annual	10	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
503-3899567	180859	22-Feb-2022	22-Feb-2042	22-Feb-2022	32500	20 years/annual	10											
3.	Name of insured	RAVIKUMAR N G																
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																
5.	Date of receipt of the Complaint	03-Apr-2023																
6.	Nature of Complaint	Complainant complains that the policy was mis sold. Hence demanding cancellation of policy and refun																
7.	Amount of Claim	227692.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	32500																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																
11.	Date of hearing Place of hearing																	
12.	Representation at the hearing																	
	a)For the Complainant																	
	b)For the Insurer																	
13.	Complaint how disposed	Upon mediation, RI agreed for conversion of premium under existing policy into a single prem policy																

COMPLAINT REF: NO: BNG-L-008-2324-0009

Brief Facts of the Case:

The complainant has stated that he has purchased a life insurance policy bearing no. 503-3899567 on 22.02.2022 from the Respondent Insurer Bharti Axa Life Insc Co Ltd., He has complained that the said policy was mis sold on false assurances. Hence he is demanding cancellation of policy and refund of premium. The RI denied his request on the grounds that he has not approached them within free look period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

OBSERVATIONAND CONCLUSION:

Upon mediation by the Forum, the RI vide their mail dated 11.04.2023 has agreed to convert the premium under existing policy into a single premium policy and the Complainant vide his mail dated 11.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as RESOLVED and closed.

COMPLAINT REF: NO: BNG-L-008-2324-0009

AWARD

Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is **RESOLVED** through mediation by the Forum wherein the Respondent Insurer vide their mail dated 11.04.2023 has agreed to convert the premium under existing policy into a single premium policy & the Complainant has accepted the offer made by the RI vide his mail dated 11.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0004/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - ALDRIN PREM M
VS
RESPONDENT: Kotak Mahindra Life Insurance Company
COMPLAINT REF: NO: BNG-L-026-2324-0012
AWARD NO:IO/BNG/R/LI/0005/2023-2024

1.	Name & Address Of The Complainant	ALDRIN PREM M C/O Manjunathan M., #12, Pragat Villa, 'G" Street, Cleveland Town, Near Dominos Pizza, Frazer Town, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	75013978	1146814	19-Feb-2022	19-Feb-2085	19-Feb-2022	88001	63 / Annual	15
3.	Name of insured	ALDRIN PREM M						
4.	Name of the insurer/broker	Kotak Mahindra Life Insurance Company						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	88001						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	NA						
	b)For the Insurer	NA						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

Complainant has stated that the said policy was issued by the staff members of the Insurer with wrong/false assurance. On issue of the policy he had applied for free-look cancellation on 08.03.2022. Further he approached the Insurer for cancellation of policy and refund of premium on 18.03.2022. The Insurer has rejected the same on 29.03.2022 stating the request was received beyond free-look period.

It is observed that the Policy bond was dispatched to the policyholder on 21.03.2022 as per the RI's letter to complainant dated 29.03.2022.

As such the request for cancellation was made well within the free-look period.

Upon mediation by this forum, the Insurer has agreed to settle the case by cancellation of policy and refund of the premium paid vide their email dated 17.04.2023 and the complainant also has agreed with this settlement vide his mail dated 17.04.2023.

COMPLAINT REF: NO: BNG-L-026-2324-0012

Taking into account the facts and circumstances of the case, and the records made available, the forum notes that, upon mediation the Insurer has offered a settlement of cancellation of the subject policy with refund of premium amount paid by the policyholder without any deductions vide their email dated 17.04.2023. The complainant has also agreed for the same vide his mail dated 17.04.2023. Since both the parties have concurred with this settlement, the complaint is treated as resolved and closed.

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The Complaint is Resolved and closed.

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Taking into account the facts and circumstances of the case, and the records made available, the forum notes that, upon mediation the Insurer has offered a settlement of cancellation of the subject policy with refund of premium amount paid by the policyholder without any deductions vide their email dated 17.04.2023. The complainant has also agreed for the same vide his mail dated 17.04.2023. Since both the parties have concurred with this settlement, the complaint is treated as resolved and closed.

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The Complaint is Resolved and closed.

AWARD NO:IO/BNG/R/LI/0005/2023-2024

Date:18/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - VANESSA ROZARIO
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0032
AWARD NO:IO/BNG/R/LI/0007/2023-2024

1.	Name & Address Of The Complainant	VANESSA ROZARIO No.133, 1st Square Austin Town, Austin Town, Bangalore Urban, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-4035922	548404	14-Mar-2022	14-Mar-2042	14-Mar-2022	99998	20 years/annual	10 Years
3.	Name of insured		VANESSA ROZARIO					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Apr-2023					
6.	Nature of Complaint		Complainant complains that the Policy was mis-sold on false assurances of interest free loan.					
7.	Amount of Claim		99998.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		99998					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant		NA					
	b)For the Insurer		NA					
13.	Complaint how disposed		Upon mediation, RI agreed for conversion of premium under existing policy into a single prem policy					

COMPLAINT REF: NO: BNG-L-008-2324-0032

Brief Facts of the Case:

The complainant has stated that she purchased a life insurance policy bearing no. 503-4035922 on 14.03.2022 from the Respondent Insurer Bharti Axa Life Insc Co Ltd., She has complained that the said policy was mis-sold on false assurances of granting interest free loan. Hence she is demanding cancellation of policy and refund of premium. The RI denied her request on the grounds that she has not approached them for cancellation of policy & refund of premium within free look period. Since she is not satisfied with the reply given by the RI, she has approached this Forum for redressal of her grievance.

Upon mediation by the Forum, the RI vide their mail dated 17.04.2023 have agreed to convert the premium under existing policy into a single premium policy and the Complainant vide her mail dated 18.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as RESOLVED and closed.

COMPLAINT REF: NO: BNG-L-008-2324-0032

AWARD

Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is **RESOLVED** through mediation by the Forum wherein the Respondent Insurer vide their mail dated 17.04.2023 has agreed to convert the premium under existing policy into a single premium policy & the Complainant has accepted the offer made by the RI vide her mail dated 18.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0007/2023-2024

Date:18/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - ALDRIN PREM M
VS
RESPONDENT: Kotak Mahindra Life Insurance Company
COMPLAINT REF: NO: BNG-L-026-2324-0013
AWARD NO:IO/BNG/R/LI/0006/2023-2024

1.	Name & Address Of The Complainant	ALDRIN PREM M C/O Manjunathan M., #12, Pragat Villa, 'G" Street, Cleveland Town, Near Dominos Pizza, Frazer Town, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	75005083	1421015	10-Feb-2022	10-Feb-2075	10-Feb-2022	114001	53 / Annual	15
3.	Name of insured		ALDRIN PREM M					
4.	Name of the insurer/broker		Kotak Mahindra Life Insurance Company					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		Mis-selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		114001					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant		NA					
	b)For the Insurer		NA					
13.	Complaint how disposed		Resolved through mediation					

COMPLAINT REF: NO: BNG-L-026-2324-0013

Brief Facts of the Case:

Complainant has stated that the said policy was issued by the staff members of the Insurer with wrong/false assurance. He received the Policy Bond on 16.02.2022. He had applied for free-look cancellation on 05.03.2022. Further he approached the Insurer for cancellation of policy and refund of premium on 18.03.2022. The Insurer has rejected the same on 29.03.2022 stating the request was received beyond free-look period.

It is observed that the Policy was procured through distance marketing on OTP verification, for such policies where the physical signatures on proposal forms are dispensed with, the free look period applicable is 30 days as per IRDAI guidelines.

As such the request for cancellation was made well within the free-look period.

Upon mediation by this forum, the Insurer has agreed to settle the case by cancellation of policy and refund of the premium paid vide their email dated 17.04.2023 and the complainant has also agreed with this settlement vide his mail dated 17.04.2023.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-026-2324-0013

Taking into account the facts and circumstances of the case and the records made available, the forum notes that upon mediation the Insurer has offered cancellation of the subject policy with refund of premium amount paid by the policyholder without any deductions vide their email dated 17.04.2023. The complainant has also agreed for the same vide his mail dated 17.04.2023. Since both the parties have concurred with this settlement, the complaint is treated as resolved and closed.

The Complaint is Resolved and closed.

AWARD NO:IO/BNG/R/LI/0006/2023-2024

Date:18/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAMOD YASHWANT JADHAV
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0015
AWARD NO:IO/BNG/A/LI/0023/2023-2024

1.	Name & Address Of The Complainant	PRAMOD YASHWANT JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-3047963	1788617	28-Mar-2015	28-Mar-2027	28-Mar-2015	150000	12 years/Annual	12 years
3.	Name of insured	PRAMOD YASHWANT JADHAV						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	150000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	SELF						
	b)For the Insurer	Mrs. RIYA DAGA						
13.	Complaint how disposed	DISALLOWED						

COMPLAINT REF: NO: BNG-L-008-2324-0015

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as the complainant complains that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, his request was not considered favourably. Hence he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The complainant has stated that he has purchased a life insurance policy bearing no.501-3047963 on 28.03.2015 from the Respondent Insurer Bharti Axa Life Insc CoLtd., He has complained that Mr. Anurag, Mrs. Akruti Singhanian, Mr. ArvindGoyal & Mr. Patel contacted him and explaining wrong benefits and forced him to purchase the policy. After receipt of policy bond, he has observed that the benefits which were explained were not mentioned in the policy bond. When he tried to contact the persons, there was no response from them. Hence, he has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium. The RI has denied his request on the grounds that he has not approached them within free-look period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 18.04.2023 has stated that the policy was issued on 28.03.2015 on the basis of submission of duly filled proposal form and other relevant documents. The company representative had made Pre Issuance verification call to the complainant and explained the benefits under the said policy and the Complainant has agreed and not raised any objection during the PIV call. The said policy bond was delivered on 29.04.2015. On receipt of the policy document, the Complainant has not approached them for cancellation of policy during free-look period. After expiry of free-look period, they have received a complaint through email dated 25.05.2022 i.e., after lapse of 7 years of issuance of the policy, alleging that the said policy was mis-sold to him. After evaluation, the RI has replied to the Complainant that no mis-selling was involved in the said case and the complaint is merely an afterthought. In view of this, they have prayed for dismissal of the said complaint.

Observation and conclusions:

Hearing was conducted on 25.04.2023 @3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Pramod Jadhav has presented his case and Mrs. Riya Daga represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant has presented his version. The Forum asked the complainant whether he obtained the ID proof of the persons who canvassed the policy, whether he had any documentary proof in the nature of any benefit illustration that the said policy was mis-sold, whether he has approached the RI immediately after receipt of policy bond. The complainant replied to all these questions in the negative.

The Forum informed that since he has approached the RI after a lapse of 7 years, it is time barred claim and the Law of Limitation would apply in any regular Court of Law in the instant case. Further, the contact numbers of the persons who have contacted the complainant, as provided by the complainant, have been verified by the Forum from True Caller and do not tally with the names given by him.

Upon enquiry by the Forum, the RI informed that the policy is in lapsed status and has not acquired any paid up value. They have received the 1st complaint after 7 years of the issuance of the policy. Further the complainant has enjoyed the life cover against the premium paid while the policy was in force. Under the circumstances, they have stated that they are unable to consider his request of cancelling the policy and refund of premium or any other accommodation.

The Forum informed the complainant that the sum assured is Rs.1788617/- under the policy and if anything had happened, the RI would have been bound to settle the claim for that amount as that much risk has been covered under the policy.

After scrutiny of records made available to the Forum, it is observed that though the complainant has complained regarding mis-selling, he has failed to provide any substantial evidence supporting the same. He has approached the RI after a lapse of 7 years from the issuance of the policy which is time barred. Further, no Deficiency of Service has been observed by the Forum on the part of the RI. Under the circumstances.

AWARD

COMPLAINT REF: NO: BNG-L-008-2324-0015

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, it is concluded that the Complainant has failed to provide any substantial evidence of mis-selling in the instant case and he has approached the RI after a lapse of 7 years from the issuance of the policy which is unreasonable by any standards. No Deficiency of Service has been observed by the Forum on the part of the Respondent Insurer and they have acted as per terms and conditions of the policy. Hence the said complaint is DISALLOWED.

AWARD NO:IO/BNG/A/LI/0023/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - NIRMALA PRAMOD JADHAV
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0016
AWARD NO:IO/BNG/A/LI/0019/2023-2024

1.	Name & Address Of The Complainant	NIRMALA PRAMOD JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-3724793	2404282	28-Nov-2015	28-Nov-2027	28-Nov-2015	199000	12 years/Annual	12 years
3.	Name of insured	PRAJWAL JADHAV						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	199000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	25-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	SELF with her husband						
	b)For the Insurer	Mrs. RIYA DAGA						
13.	Complaint how disposed	DISALLOWED						

COMPLAINT REF: NO: BNG-L-008-2324-0016

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as the complainant complains that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, her request was not considered favourably. Hence she has approached this Forum for redressal of her grievance.

Contention of the complainant:

The complainant has stated that she has purchased a life insurance policy bearing no. 501-3724793 on 28.11.2015 from the Respondent Insurer Bharti Axa Life Insc Co Ltd. on the life of her son Mr. Prajwal Jadhav. She has complained that Mr. Anurag, Mrs. Akruti Singhania, Mr. Arvind Goyal & Mr. Patel contacted her husband and explained wrong benefits and forced her to purchase the policy. After receipt of policy bond, she has observed that the benefits which were explained were not mentioned in the policy bond. When she tried to contact the persons, there was no response from them. Hence, she has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium. The RI has denied her request on the grounds that she has not approached them within free-look period. Since she has not satisfied with the reply given by the RI, she has approached this Forum for redressal of her grievance.

Contention of the Respondent:

The Respondent Insurer vide its SCN dated 18.04.2023 has stated that the policy bearing no. 501-3724793 was issued on 28.11.2015 on the basis of submission of duly filled proposal form and other relevant documents. The company representative had made Pre Issuance verification call to the complainant and explained the benefits under the said policy and the Complainant has agreed and not raised any objection during the PIV call. The said policy bond was delivered on 19.12.2015. On receipt of the policy document, the Complainant has not approached them for cancellation of policy during free-look period. After expiry of free-look period, they have received a complaint through email dated 25.05.2022 i.e., after lapse of 7 years of issuance of the policy, alleging that the said policy was mis-sold to her. After evaluation, the RI has replied to the Complainant that no mis-selling was involved in the said case and the complaint is merely an afterthought. In view of this, they have prayed for dismissal of the said complaint.

Observation and conclusions:

Hearing was conducted on 25.04.2023 @3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mrs. Nirmala Pramod Jadhav has presented her case with the help of her husband and Mrs. Riya Daga represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant has presented her version. The Forum asked the complainant whether she obtained the ID proof of the persons who canvassed the policy, whether she had any documentary proof in the nature of any benefit illustration that the said policy was mis-sold, whether she has approached the RI immediately after receipt of policy bond. The complainant replied to all these questions in the negative.

The Forum informed that since she has approached the RI after a lapse of 7 years, it is a time barred claim and the Law of Limitation would apply in any regular Court of Law in the instant case. Further, the contact numbers of the persons who have contacted the complainant, as provided by the complainant, have been verified by the Forum from True Caller and do not tally with the names given by her.

Upon enquiry by the Forum, the RI informed that the policy is in lapsed status and has not acquired any paid-up value. They have received the 1st complaint after 7 years of the issuance of the policy. Further the complainant has enjoyed the life cover against the premium paid while the policy was in force. Under the circumstances, they have stated that they are unable to consider her request of cancelling the policy and refund of premium or any other accommodation.

The Forum informed the complainant that the sum assured is Rs.2404282/- under the policy and if a claim had happened, the RI would have been liable for that much amount.

After scrutiny of records made available to the Forum, it is observed that though the complainant has complained regarding mis-selling, she has failed to provide any substantial evidence supporting the same. She has approached the RI after a lapse of 7 years from the issuance of the policy which is time barred. Further, no Deficiency of Service has been observed by the Forum on the part of the RI. Under the circumstances, the said complaint is DISALLOWED.

AWARD

COMPLAINT REF: NO: BNG-L-008-2324-0016

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, it is concluded that the Complainant has failed to provide any substantial evidence of mis-selling in the instant case and she has approached the RI after a lapse of 7 years from the issuance of the policy which is unreasonable by any standards. No Deficiency of service has been observed by the Forum on the part of the Respondent Insurer and they have acted as per terms and conditions of the policy. Hence the said complaint is DISALLOWED.

AWARD NO:IO/BNG/A/LI/0019/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - NIRMALA PRAMOD JADHAV
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0017
AWARD NO:IO/BNG/A/LI/0020/2023-2024

1.	Name & Address Of The Complainant	NIRMALA PRAMOD JADHAV 1097/B, Bichu Galli Belgaum, Belgaum Shahapur Hukeri, BELGAUM						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-7088054	864242	03-Oct-2018	03-Oct-2033	03-Oct-2018	50160	15 years/Yearly	10 Years
3.	Name of insured		NIRMALA PRAMOD JADHAV					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		10-Apr-2023					
6.	Nature of Complaint		policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		50160					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		25-Apr-2023					
	Place of hearing		Bangalore					
12.	Representation at the hearing							
	a)For the Complainant		SELF with her husband					
	b)For the Insurer		Mrs. RIYA DAGA					
13.	Complaint how disposed		DISALLOWED					

COMPLAINT REF: NO: BNG-L-008-2324-0017

Brief Facts of the Case:

The complaint emanated from non-refund of premium by cancelling the policy as the complainant complains that the said policy was sold on false assurances. Though the Complainant has approached the Respondent Insurer for cancellation of policy and refund of premium, her request was not considered favourably. Hence she has approached this Forum for redressal of her grievance.

Contention of the complainant:

The complainant has stated that she has purchased a life insurance policy bearing no. 501-7088054 on 03.10.2018 from the Respondent Insurer Bharti Axa Life Insc Co Ltd. She has complained that Mr. Anurag, Mrs. Akruiti Singhania, Mr. Arvind Goyal & Mr. Patel contacted her husband and explained wrong benefits and forced to purchase the policy. After receipt of policy bond, she has observed that the benefits which were explained were not mentioned in the policy bond. When she tried to contact the persons, there was no response from them. Hence, she has approached the Respondent Insurer and demanded for cancellation of policy and refund of premium. The RI has denied her request on the grounds that she has not approached them within free-look period. Since she has not satisfied with the reply given by the RI, she has approached this Forum for redressal of her grievance.

Contention of the Respondent:

The Respondent Insurer vide their SCN dated 18.04.2023 has stated that the policy bearing no. 501-7088054 was issued on 03.10.2018 on the basis of submission of duly filled proposal form and other relevant documents. The company representative had made Pre Issuance verification call to the complainant and explained the benefits under the said policy and the Complainant has agreed and not raised any objection during the PIV call. The said policy bond was delivered on 10.10.2018. On receipt of the policy document, the Complainant has not approached them for cancellation of policy during free-look period. After expiry of free-look period, they have received a complaint through email dated 25.05.2022 i.e., after lapse of 4 years of issuance of the policy, alleging that the said policy was mis-sold to her. After evaluation, the RI has replied to the Complainant that no mis-selling was involved in the said case and the complaint is merely an afterthought. In view of this, they have prayed for dismissal of the said complaint.

Observation and conclusions:

Hearing was conducted on 25.04.2023@3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mrs. Nirmala Pramod Jadhav has presented her case with the help of her husband and Mrs. Riya Daga represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of the hearing, the Complainant has presented her version. The Forum asked the complainant whether she obtained the ID proof of the persons who canvassed the policy, whether she had any documentary proof in the nature of any benefit illustration that the said policy was mis-sold, whether she has approached the RI immediately after receipt of policy bond. The complainant replied to all these questions in the negative.

The Forum informed that since she has approached the RI after a lapse of 4 years, it is time barred claim and the Law of Limitation would apply in any regular Court of Law in the instant case. Further, the contact numbers of the persons who have contacted the complainant, as provided by the complainant, have been verified by the Forum from True Caller and do not tally with the names given by her.

Upon enquiry by the Forum, the RI informed that the policy is in lapsed status and has not acquired any paid up value. They have received the 1st complaint after 4 years of the issuance of the policy. Further the complainant has enjoyed the life cover against the premium paid while the policy was in force. Under the circumstances, they have stated that they are unable to consider her request of cancelling the policy and refund of premium or any other accommodation.

The Forum informed the complainant that the sum assured is Rs.864242/- under the policy and if anything had happened, the RI would have been bound to settle the claim for that much amount under the policy.

After scrutiny of records made available to the Forum, it is observed that though the complainant has complained regarding mis-selling, she has failed to provide any substantial evidence supporting the same. She has approached the RI after a lapse of 4 years from the issuance of the policy which is time barred. Further, no Deficiency of Service has been observed by the Forum on the part of the RI. Under the circumstances, the said complaint is DISALLOWED.

AWARD

COMPLAINT REF: NO: BNG-L-008-2324-0017

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, it is concluded that the Complainant has failed to provide any substantial evidence of mis-selling in the instant case and she has approached the RI after a lapse of 4 years from the issuance of the policy which is unreasonable by any standards. No Deficiency of service has been observed by the Forum on the part of the Respondent Insurer and they have acted as per terms and conditions of the policy. Hence the said complaint is DISALLOWED.

**AWARD NO:IO/BNG/A/LI/0020/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Bengaluru**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRADEEP KUMAR JANARDHANA
VS
RESPONDENT: Shriram Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-043-2324-0044
AWARD NO:IO/BNG/R/LI/0021/2023-2024

1.	Name & Address Of The Complainant	PRADEEP KUMAR JANARDHANA #42/A, Anantha Nilaya, 3rd Cross, SBM Colony, Banashankari, Bangalore						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NP01230119181	474760				104500	10 years Annual	6 years
3.	Name of insured	PRADEEP KUMAR JANARDHANA						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	21-Apr-2023						
6.	Nature of Complaint	policy was mis sold on false assurances. Hence demanding refund of premium by cancelling the policy						
7.	Amount of Claim	104500.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	104500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	Resolved through mediation						

COMPLAINT REF: NO: BNG-L-043-2324-0044

Brief Facts of the Case:

The complainant has stated that he has purchased a life insurance policy bearing no. NP012301119181 on 23.01.2023 from the Respondent Insurer Shriram Life Insc Co Ltd., He has complained that the said policy was mis-sold by the agent on false assurances of promising to provide a free health insurance policy as a pre promotional offer along with life insurance policy. On receipt of policy bond, he has noticed that the health insurance policy was not attached. When he tried to call the agent, there was no response. Hence he personally visited the RI's office on 22.02.2023 and submitted the cancellation request. The RI denied his request saying that he has approached them within 15 days of free look period. Aggrieved, he has approached this Forum for redressal of his grievance.

Upon mediation by the Forum, the RI has agreed to refund the premium under free-look provision as per terms and conditions of the policy and sent a mail to the Forum on 28.04.2023 and the Complainant has also accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is RESOLVED and treated as closed.

COMPLAINT REF: NO: BNG-L-043-2324-0044

AWARD

Taking into account the facts & circumstances of the case & the records made available to this Forum, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to refund the premium under free-look provision as per terms and conditions of the policy and sent a mail on 28.04.2023 and the Complainant has accepted the offer made by the RI and sent a confirmation through mail on 28.04.2023. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as closed.

AWARD NO:IO/BNG/R/LI/0021/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - Chethan N
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0003
AWARD NO:IO/BNG/R/LI/0022/2023-2024

1.	Name & Address Of The Complainant	Chethan N No 1569, 13th Main Road, HAL 3rd Stage, Kodihalli. BANGALORE.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-6948835	2380103	09-Jul-2020	09-Jul-2032	08-Jul-2020	209000	12 / Annual	12
3.	Name of insured	Chethan N						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	451602.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	451602						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	Mr.Chethan N - Self						
	b)For the Insurer	Mr. Mangesh Mandal - Nodal Officer of Bharti AXA Life						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

This complaint emanated from the non-consideration of cancellation of policy and refund of premium by the Insurer. The subject policy was issued on 09.07.2020 & the policy bond was delivered on 14.07.2020 and 2nd year premium also paid. Complainant approached the Insurer on 13.07.2022 for cancellation of policy stating that the said policy was mis-sold to him with false/inflated benefits. The Insurer has rejected the same stating the request was received beyond the free-look period. Complainant's further representation to the GRO of the Insurer did not result into any resolution. Hence the Complainant approached this Forum for relief.

Contention of the complainant:

The complainant has stated that the representatives of Bharti AXA had given false information regarding benefits of the subject policy while purchasing the same. He was assured that he will get a lump sum of Rs.54,92,144/- if he surrender the policy in the 13th year. Further he was told that the lock-in period is 3 years and he can surrender the policy after 3 years and he will get a sum of Rs.8,10,000 (premium paid,6,00,000 + Min guaranteed surrender value, 2,10,000). After receiving the bond also he confirmed with those agents and their manager and they have reassured & provided the calculation which was totaled up to Rs.54,92,144/-. He paid 2nd year premium due 07/2021 also. When he received a call from Bharti AXA for payment of 3rd year premium on 12.07.2022, he again enquired with them regarding 13th year surrender benefit. He was shocked to know that he will get only Rs.29 lakhs and not Rs.54 lakhs, he double checked with the customer care also. Further he verified with the Company's website also. Feeling cheated he has approached the insurer for cancellation of the policy and refund of the premium paid by him which was rejected by the Insurer.

Contention of the Respondent:

Insurer has submitted that they received a request for cancellation of policy 2 years after the delivery of policy bond. Provision of free-look cancellation was clearly given in the policy bond. The complainant has retained the policy document and did not invoke the free-look option and not raised any issue or concern during the PIVC call also thereby implying that he had agreed to the benefits, terms & conditions of the Policy. Policy benefits are specifically mentioned in the Policy bond and the complainant by understanding the benefits under the policy has paid 2nd year premium also. Policy acquired paid-up value as per terms and conditions of the policy. Hence they cannot consider the cancellation of policy.

Observation and conclusions:

Complainant's request for cancellation of the policy alleging mis-sale after 2 years on receipt of the policy bond, after paying 2nd year premium too, and after enjoying the risk cover for 2 full years is not tenable.

However upon mediation by the forum during hearing, the Insurer has agreed to consider the cancellation of the subject policy and converting the total amount received to issue a new Single Premium ULIP policy with lock-in period of 5 years subject to no free-look provision under the new policy. Complainant has also agreed with this settlement vide his email dated 28.04.2023. Since both the complainant and the Insurer concurred with this settlement, the complaint is treated as resolved and closed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-008-2324-0003

Taking into account the facts and circumstances of the case, and the records made available to this forum and the submissions made by both the parties during the course of personal hearing, upon mediation by the forum the Insurer has made an offer of considering the cancellation of the subject policy and converting the total amount received to issue a new Single Premium ULIP policy with lock-in period of 5 years subject to no free-look provision under the new policy. The complainant has also agreed with this settlement. Since both the complainant and the insurer concurred with this settlement, the complaint is treated as resolved and closed.

AWARD NO:IO/BNG/R/LI/0022/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Jaipur
(State of Rajasthan)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAJIV DUTT SHARMA
CASE OF COMPLAINANT - Pavan Kumar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: JPR-L-019-2324-0012
AWARD NO: IO/JPR/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Pavan Kumar S/O Suresh Kumar, 166/36, Sahayog Nagar,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23522921 & 23719815	151000	27-Feb-2021	17-Apr-2021		0		
3.	Name of insured	Pavan Kumar						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Mis-sale of Policy						
7.	Amount of Claim	151000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	151000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	27-Apr-2023 Jaipur						
12.	Representation at the hearing							
	a) For the Complainant	Pavan Kumar						
	b) For the Insurer	Avinash Kumar						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

Mr. Pavan Kumar (herein after referred to as the complainant) had filed a complaint against **HDFC Life Insurance Co. Ltd.** (herein after referred to as the respondent Insurance Company) alleging mis-sale of insurance policy bearing number **23522921 & 23719815** risk commencement dated **27.02.21 & 17.04.21** respectively favouring him.

Contention of the complainant:

The complainant stated that he is employed with Indo Tibetan Border police Force and was posted at Itanagar during the year 2021 where he was trapped in the fraud by the agent on telephonic call. He mentioned that the person named "Sanjeev sharma" has approached him and offered him Insurance policy in which he needs to pay single premium and from next year onwards regular annuity will be paid to him along with return of 8.5 percent and also offered him that 30% commission will also be paid to him. So the Complainant relied on the wordings of the agent and took Insurance policy bearing number **23522921** with risk commencement dated 27.02.21 for a premium of Rs. 51000/-. He mentioned that when he received the Policy Bond then it was noticed by him that premium for a period of 7 years to be paid in this policy so he contacted the agent who replied him that this is welcome policy documents but the original documents will be delivered separately. After sometime the agent contact him again and asked him to take one more Insurance Policy and assured him that full amount will be refunded to him along with interest so he again took one more Insurance policy bearing number **23719815** with risk commencement dated 17.04.21 for a premium of Rs. 100000/-. He contended that the agent has mis-sold him Insurance policies on false ground and now he stopped to reply his call. Further the complainant approached the GRO of the respondent insurance company on 08.11.2022 & 22.02.23, but he did not get any relief from the respondent insurance company. Being aggrieved he approached this forum for redressal of his complainant.

Contention of the Respondent:

The respondent Insurance Company in its SCN dated 25.04.2023 submitted that the policy was issued to the complainant on the basis of duly signed proposal form submitted by the policyholder. The Complainant had approached for cancellation of the insurance policy bearing number **23522921 & 23719815** on 08.11.22 & 22.02.23 respectively which is after a period of approx. 1 year and 9 months from date of issuance of policy. The respondent insurance company also conducted PCVC Chat wherein the policy features, tenure, premium amount; sum assured etc were confirmed to the complainant before issuance of the policy. The respondent insurance company mentioned policy bond was successfully delivered to the complainant on 08.03.21 & 24.04.21 but still no concern was raised by the complainant within free look period neither he explained any cause of delay. Therefore, the request was rejected by the respondent Insurance Company on ground of beyond the free look period.

Observation and conclusions:

Both the sides, the Complainant and the Insurance Company appeared through physical hearing on 27.04.2023 and reiterated their contentions. During the

course of hearing, insurer offered to cancel the policy bearing number **23522921 & 23719815** and refund premium amount paid to the insured without any interest or compensation. The complainant agreed to the offer of the insurer and gave his consent for the offer of insurer. Complainant and insurer signed the mediation form for amicable mutual settlement.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: JPR-L-019-2324-0012

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company agreed to cancel the subject policy bearing number 23522921 & 23719815 and refund premium amount paid to the insured without any interest or compensation. In view of the above facts, circumstance and mutual agreement, I feel just, fair and equitable to make the recommendation about settlement of the complaint as full and final on the basis of mutual agreement between both the parties.

AWARD NO:IO/JPR/R/LI/0001/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Jaipur

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Jaipur
(State of Rajasthan)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAJIV DUTT SHARMA
CASE OF COMPLAINANT - Dinesh Chand Mali
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: JPR-L-036-2324-0015
AWARD NO: IO/JPR/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Dinesh Chand Mali Ganesh Pipali, Thatera Mohalla						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54120762	0	31-May-2022			32400	15/10	
3.	Name of insured		Niranjana Saini					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		26-Dec-2022					
6.	Nature of Complaint		Mis-sale of Policy					
7.	Amount of Claim		32400.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		32400					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		26-Apr-2023					
	Place of hearing		Jaipur					
12.	Representation at the hearing							
	a) For the Complainant		Dinesh Chand Mali					
	b) For the Insurer		Fayum Hussein					
13.	Complaint how disposed		Award					

Brief Facts of the Case:

Mr. Dinesh Chand Mali (herein after referred to as the complainant) had filed a complaint against **Relaince Nippon Life Insurance Co. Ltd.** (herein after referred to as the respondent Insurance Company) alleging mis-sale of insurance policy bearing number 54120762 favouring him.

Contention of the complainant:

The complainant informed that agent of the respondent Insurance Company sold him Insurance Policy bearing number 54120762 risk commencement date 31.05.2022 and offered him alluring benefits viz. Interest free loan, Job opportunities for the children, Mediclaim facility etc. The agent stated him that to grab these benefits he is required to buy an Insurance Policy and promised him that policy shall be cancelled after a short span of time and the amount of premium would be refunded to his bank account. The Complainant mentioned that he received the policy bond on 08.06.2022 at his residence. He stated that on receipt of Policy Bond he noticed that no benefits which were offered to him was mentioned in the Policy Bond, so he visited the local branch of respondent Insurance Company for cancellation of Insurance Policy where the representative accepted his application but no acknowledgement was being provided to him and assured him that premium amount will be refunded to him within 15-20 working days. The Complainant stated that he waits for several days but no amount was credited to his bank account. As a result he wrote an application for cancellation of Insurance policy duly acknowledged on 19/07/2022 for which the respondent Insurance Company replied that free look period has already been lapsed so policy could not be cancelled now. Further the complainant approached the GRO of the respondent insurance company, but he did not get any relief from the respondent insurance company. Being aggrieved he approached this forum for redressal of his complainant.

Contention of the Respondent:

The respondent Insurance Company in its SCN dated 26.04.2023 submitted that the policy was issued to the complainant on the basis of duly signed proposal form submitted by the policyholder. The Complainant had approached for cancellation of the insurance policy on 19/07/2022 which is after a period of approx. 1.5 months from date of issuance of policy. The respondent insurance company also conducted PVC chat wherein the policy features, tenure, premium amount, sum assured etc were confirmed to the complainant before issuance of the policy. The policy bond was delivered to the complainant but he did not raise any objection regarding policy terms and conditions. Therefore, the request was rejected by the respondent Insurance Company on ground of beyond the free look period.

Observation and conclusions:

Both the sides, the Complainant and the Insurance Company appeared through physical hearing on 26.04.2023 and reiterated their contentions. The complainant stated that he purchased Insurance policy from the respondent Insurance Company with risk commencement dated 31.05.2022 for a premium of Rs. 32400/-. He informed that the agent of Insurance Company had made several promises before sell of policy viz. Interest free loan, Job opportunities for the children, Mediclaim facility etc. He submitted that

policy bond was received by him on 08.06.2022 and when he go through the Policy bond it was noted that no benefits which were actually promised by the representative were mentioned in the Policy bond. He approached to the Insurance company for the cancellation of Insurance Policy on 19.07.2022 but no initiative was taken by the Insurance Company to refund the policy premium paid. The respondent Insurance Company submitted that the complainant had approached for cancellation of Insurance Policy after free look period.

On perusal of the documents exhibited and oral submissions made during the hearing, it is observed that complainant represented the case to Insurance Company on 19.07.2022, i.e. beyond the free look period and this is the only ground on which the request for cancellation has been denied. As the complainant submitted during hearing that he visited the branch office of respondent Insurance Company within free look period for cancellation of Insurance Company verbally and representative of Insurance Company replied that refund will be processed to his account within 15-20 days but no acknowledgment was given for the same, so the delay seems to be pardonable. Secondly the complainant was thoroughly manipulated and duped by the agent on the grounds of false promise. It is also pertinent to note that Complainant made a request for cancellation of Insurance policy after a period of approx. 1 month from the date of receipt of policy bond, so the delay is of short span of time and justifiable. Considering the case in totality and to ensure justice, the respondent Insurance Company is directed to refund the premium amount deposited along with PPHI to the complainant.

Accordingly,an Award is passed with the direction to the Insurance Company to cancel the subject policies bearing no. 54120762 and refund the total deposited premium along with PPHI to the complainant as per terms and conditions of the policy subject to submission of all requirements by the complainant within 30 days from the receipt of the award.

AWARD

COMPLAINT REF: NO: JPR-L-036-2324-0015

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an Award is passed with the direction to the Insurance Company to cancel the subject policy bearing no. 54120762 and refund the total deposited premium along with PPHI to the complainant as per terms and conditions of the policy subject to submission of all requirements by the complainant within 30 days from the receipt of the award.

**AWARD NO:IO/JPR/A/LI/0003/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Jaipur**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Chandrakant Badegar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-019-2223-0473
AWARD NO:IO/PUN/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	Chandrakant Badegar Shri Ram Mandir Javal Lakshskar-43,Lodhi Galli						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20194542	648476	16-Mar-2018	16-Mar-2033	16-Mar-2018	86000	15 / Y	10
3.	Name of insured	Chandrakant Badegar						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	21-Apr-2023						
	Place of hearing	Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Chandrakant Badegar						
	b)For the Insurer	Ms. Shikha Dehia						
13.	Complaint how disposed	Partially Allowed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policy. The complainant needed loan. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.86000/- from the Respondent Insurer (hereafter referred to as RI). He wants cancellation of all the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurements of loan. The complainant followed up with the intermediary for loan but did not get any response. Complainant also alleged of signature forgery. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was delivered on 28.03.2018 but the free look option was not availed by the complainant. The first complaint was raised on 15.07.2019 after a delay of one year five months, for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums. During the hearing the representative of RI denied the allegation of signature forgery based on forensic report which they have submitted to the forum.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies through Netambit Ins. Brokers with an expectation of loan. During the hearing the representative of RI stated that said intermediary was not active with them anymore. The complainant paid only initial premium under the subject policy.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-019-2223-0473

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing no. 20XX4542 on the life of the complainant and utilize the premiums received under the said policies to issue a single premium policy in the name of the complainant Mr. Chandrakant Badegar, with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0012/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Bhalchandra patil
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-017-2223-0477
AWARD NO:IO/PUN/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	Bhalchandra patil Flat no B 303 orchid garden S. no 4/2/2 Bhumkar Nagar, Narhe						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01368218	677720	24-Aug-2017	24-Aug-2035	24-Aug-2017	50000	18 / Y	12
3.	Name of insured		Bhalchandra Patil					
4.	Name of the insurer/broker		Future Generali India Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		50000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Bhalchandra Patil					
	b)For the Insurer		Mr. Ankur Dixit					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of loan on purchase of new policy. The complainant was in need of loan. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.50000/- from insurer. He wants cancellation of all the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of loan amounting to Rs. 27 Lakh. When the assured loan amount was not realised, the complainant followed up with the intermediary but did not get any response. The complainant realised that he was cheated and approached insurer for refund of premium. But RI rejected his request.

Contention of the Respondent:

As per SCN the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was dispatched on 01.09.2017 and duly delivered on 02.09.2017, but the free look option was not availed. The complainant raised his first complaint on 08.01.2020 after a lapse of more than two years from expiry of the free look period. The policy is currently in lapsed condition due to non-receipt of subsequent premiums. The lapsation notice and letter dated 24.09.2018 was duly dispatched to the policyholder.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy on 24.08.2017 with an expectation of loan. RI received the complaint much beyond the free look period. The complainant raised the complaint on 30.12.2019 i.e., after an inordinate and unjustified delay of more than two years and four months. Forum observed that the complainant should have approached RI within a reasonable period. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-017-2223-0477

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0018/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Khaja Husian Shabdi
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0482
AWARD NO:IO/PUN/A/LI/0019/2023-2024

1.	Name & Address Of The Complainant	Khaja Husian Shabdi A-403,Najma Place Eram Chs Rafi Ahmed Kidvai Road,Kalyan West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-5803389	958681	17-May-2017	17-May-2027	17-May-2017	100001	10/Annual	10
3.	Name of insured	Khaja Husian Shabdi						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Shri Khaja Hussen						
	b)For the Insurer	Ms. Radhika Lodha						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of loan on purchase of new policy. The complainant claims to have been compelled to purchase subject policy with annual premium of Rs.100001/-from insurer. He wants cancellation of policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of interest free loan of Rs. 5 to 10 Lakh. When the complainant did not get the assured benefit, he realised that he was cheated and requested insurer for refund of premiums. The request was rejected by the insurer. Hence, he approached the forum for relief.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and an initial premium. The RI conducted a successful PIVC and the policy was delivered to the policyholder in time i.e. on 26.05.2017 but he did not avail the free look option. The complainant raised his first complaint on 23.11.2021 after expiry of free look period and over four years and five months. Total of two premiums were paid under the subject policy. The policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy on 17.05.2017 with an expectation of loan. RI received the complaint much beyond the free look period. The complainant raised the complaint after payment of subsequent premium on 19.11.2021 and an inordinate and unjustified delay of more than four years. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0482

Taking in to account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0019/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vinayak More
VS
RESPONDENT: Shriram Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-043-2223-0464
AWARD NO:IO/PUN/A/LI/0017/2023-2024

1.	Name & Address Of The Complainant	Vinayak More 797 Jaynath Apartment Near Lucky Bekri, Guruwar Peth						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NN151400016633	999900	28-Feb-2014	28-Feb-2024	28-Feb-2014	33257	10 / Y	10
	NP151400016647	161100	28-Feb-2014	28-Feb-2029	28-Feb-2014	16743	15 / Y	15
3.	Name of insured	Vinayak More						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vinayak More						
	b)For the Insurer	Mr. Suman Mukharjee						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of double returns on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.384000/- from several insurers. He realised he was cheated and wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed two policies with an annual premium of Rs.50000/- on the life of his brother from Respondent Insurer (hereafter referred to as RI) on allurements of double returns. When the complainant saw the policy documents, he observed that nothing was mentioned about double returns on investment. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The policies were delivered in time, but the free look option was not availed. The complainant raised his first complaint with RI on 12.08.2021 after a delay of 7 years 6 months for cancellation of policies with refund of premiums. The policies are in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of high returns. RI received the complaint much beyond the free look period. The subject policies are currently in lapsed condition. The complainant raised the complaint after an inordinate and unjustified delay of more than seven years.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-043-2223-0464

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0017/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vinayak More
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-019-2223-0463
AWARD NO:IO/PUN/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Vinayak More 797 Jaynath Apartment Near Lucky Bekri, Guruwar Peth						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	17227940	348473	21-Nov-2014	21-Nov-2024	21-Nov-2014	75000	10 / Y	7
3.	Name of insured		Vinayak More					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Vinayak More					
	b)For the Insurer		Mr. Shikha Dedhia					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of double returns on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.384000/- from several insurers. He realised he was cheated and wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed one policy with an annual premium of Rs.75000/- from Respondent Insurer(hereafter referred to as RI) on allurement of double returns. When the complainant saw the policy documents, he observed that nothing was mentioned about double returns on investment. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN submitted, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was delivered on 08.12.2014, but the free look period was not availed. The complainant raised his first complaint with RI on 03.03.2016 which was beyond the free look period. The policy is in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of high returns. RI received the complaint much beyond the free look period. The subject policy is currently in lapsed condition. The complainant raised the complaint after an inordinate and unjustified delay of nearly seven years and after more than five years from his first complaint to RI.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-019-2223-0463

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0016/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vinayak More
VS
RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-009-2223-0462
AWARD NO:IO/PUN/A/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Vinayak More 797 Jaynath Apartment Near Lucky Bekri, Guruwar Peth						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	6620793	1020072	31-Oct-2014	31-Oct-2075	31-Oct-2014	85000	61 / Y	15
3.	Name of insured	Vinayak More						
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vinayak More						
	b)For the Insurer	Mr. Aman Kashyap						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of double returns on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.384000/- from several insurers. He realised he was cheated and wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed one policy with an annual premium of Rs.85000/- from Respondent Insurer(hereafter referred to as RI) on allurements of double returns. When the complainant saw the policy documents, he observed that nothing was mentioned about double returns on investment. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC, and the policy was delivered on 10.11.2014 but the free look option was not availed. The complainant raised his first complaint with RI on 11.03.2016 after a delay of 1 year 5 months for cancellation of policy with refund of premium. The policy was terminated on 31.10.2017 due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of high returns. RI received the complaint much beyond the free look period. The subject policy is currently in terminated condition. The complainant raised the complaint after an inordinate and unjustified delay of nearly seven years and after more than five years from his first complaint to RI.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-009-2223-0462

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0015/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vinayak More
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-006-2223-0461
AWARD NO:IO/PUN/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	Vinayak More 797 Jaynath Apartment Near Lucky Bekri, Guruwar Peth						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	319867564	565210	19-Jan-2016	19-Jan-2075	19-Jan-2016	75000	61 / Y	15
	319778298	1872800	22-Nov-2014	22-Nov-2075	22-Nov-2014	99000	61 / Y	15
3.	Name of insured		Vinayak More					
4.	Name of the insurer/broker		Bajaj Allianz Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Vinayak More					
	b)For the Insurer		Mr. Rishi Chadha					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of double returns on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.384000/- from several insurers. He realised he was cheated and wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed two policies with an annual premium of Rs.174000/- from Respondent Insurer(hereafter referred to as RI) on allurement of double returns. When the complainant saw the policy documents, he observed that nothing was mentioned about double returns on investment. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application,KYC, and the initial premium. The RI conducted a successful PIVC and the policies delivered on 01.12.2014 and 27.01.2015 respectively but the free look option was not availed. The complainant raised his first complaint on 22.07.2021 after a delay of 6 years 6 months to RI for cancellation of policy with refund of premium. The policies were foreclosed, and the payouts details are as follows:

Cheque no.907838 of Rs.10564/- dated 22.11.2017 dispatched on 02.12.2017 and encashed on 11.12.2017.

Cheque no.26440 of Rs 8003/- dated 19.01.2018 dispatched on 25.01.2018 and encashed on 07.02.2018.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of high returns. RI received the complaint much beyond the free look period. The subject policies are foreclosed,payout made to complainant and RI has submitted the payout details to the Forum. The complainant raised the complaint after an inordinate and unjustified delay of nearly seven years.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-006-2223-0461

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0014/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vijaykumar Vasant Shete
VS
RESPONDENT: Exide Life Insurance Company Ltd.
COMPLAINT REF: NO: PUN-L-025-2223-0494
AWARD NO:IO/PUN/A/LI/0022/2023-2024

1.	Name & Address Of The Complainant	Vijaykumar Vasant Shete S.No.2/1/1A Gaikwad Nagar Dighi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	03042650	214882	23-Jan-2015	23-Jan-2035	23-Jan-2015	29999	20 / Y	10
	03060658	228679	24-Feb-2015	24-Feb-2039	24-Feb-2015	28499	24 / Y	12
	03075554	316443	17-Mar-2015	17-Mar-2045	17-Mar-2015	31499	30 / Y	15
	03137102	244657	30-Jun-2015	30-Jun-2030	30-Jun-2015	22498	15 / Y	15
3.	Name of insured	Vijaykumar Vasant Shete						
4.	Name of the insurer/broker	Exide Life Insurance Company Ltd.						
5.	Date of receipt of the Complaint	23-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vijaykumar Shete						
	b)For the Insurer	Ms. Shilpa Patil						
13.	Complaint how disposed	Dismissed						

COMPLAINT REF: NO: PUN-L-025-2223-0494

Brief Facts of the Case:

The complainant was approached by intermediaries with false, fake and unrealistic promises on purchase of new policies. The complainant claims to have been compelled to purchase five policies from two different insurers with a total annual premium of Rs.134984/-.He wants cancellation of policies and refund of premiums.

Contention of the complainant:

The complainant contended that he availed four policies from Respondent Insurer (hereinafter referred to as RI) with an annual premium of Rs.112495/- on allurement of false, unrealistic promises. When the complainant realised that he was cheated he approached the insurer and requested refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The policies along with welcome letter were delivered on 10.02.2015, 31.03.2015, 01.04.2015 and 31.07.2015 respectively, but the free look option was not availed. The complainant raised his first complaint for cancellation of only one policy bearing no 03060658 on 21.05.2015 but the same was rejected by the company as it was received beyond free look period. Thereafter the complainant again approached them on 25.02.2016 and then on 22.12.2021 seeking cancellation of all his policies. Only initial premiums were paid under the subject policies.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, RI reiterated their earlier submissions, and the complainant reiterated his submissions on the system call.

The complainant purchased the subject policy with an expectation of good returns and more benefits. RI received the first complaint on 21.05.2015 for only one policy bearing no 03XX0658. It is observed by the forum that the complainant purchased new policy from RI in June 2015. The complainant raised the complaint of mis selling on 25.02.2016 after applying for cancellation of earlier policy and purchase of a new policy. It is also seen that the complainant again approached RI on 22.11.2021 after a lapse of more than five years from the date of first complaint which is unjustified. The delay in approaching the Forum after six years is inordinate and thus the complaint is not tenable. The subject policies are currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-025-2223-0494

Taking in to account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0022/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Jagannath M Zambare
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: PUN-L-033-2223-0493
AWARD NO:IO/PUN/A/LI/0025/2023-2024

1.	Name & Address Of The Complainant	Jagannath M Zambare Salve Master Chal Near Doctor Kamalkar Clinic,207 P4 Ward No.5 Dapodi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	234482247	803315	16-Sep-2020	16-Sep-2040	16-Sep-2020	65000	20 / Y	12
3.	Name of insured		Jagannath M Zambare					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		23-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Jagannath Zambare					
	b)For the Insurer		Ms. Priya Dwivedi					
13.	Complaint how disposed		Partially Allowed					

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of loan on purchase of new policies. The complainant claims to have been compelled to purchase three policies from two different insurers. He wants cancellation of said policies and refund of premiums. He received refund of premium under another policy from other insurer.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of loan of Rs. 20 Lakh. When the complainant did not get promised benefit, he realised that he was cheated and requested insurer for refund of premiums. The request was rejected by the insurer. Hence, he approached the forum for relief.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful Welcome call, and the policy was delivered on 25.09.2020 but he did not avail the free look option. The complainant raised his first complaint on 08.11.2021 beyond the free look period. A renewal Notice was also sent on 20.10.2021. However due to non-payment of subsequent premium, the policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions. The complainant purchased the subject policy through Agency Channel with an expectation of loan on policy. The said agency is currently inactive with RI. The complainant complained to RI on 30.01.2021 i.e. within a period of 4months and again on 01.11.2021 after a delay of one year and two months from the issuance of the policy which was beyond the prescribed free look period. The complainant has paid only initial premium under the subject policy.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-033-2223-0493

Taking in to account the all the facts and circumstances of the case the Forum directs Respondent Insurer to cancel the policy bearing no. 223XX8247 on the life of the complainant and utilize the premiums received under the said policy to issue a single premium policy in the name of the complainant Mr. Jagannath Zambare with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

AWARD NO:IO/PUN/A/LI/0025/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Godson Machado
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0492
AWARD NO:IO/PUN/A/LI/0026/2023-2024

1.	Name & Address Of The Complainant	Godson Machado 568 God Bless Near St Joseph High School, Nandakhal						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71485014	433120	12-Sep-2020	12-Sep-2035	12-Sep-2020	26125	15 / Y	15
	715099001	433120	09-Oct-2020	09-Oct-2035	12-Sep-2020	26125	15 / Y	15
3.	Name of insured		Godson Machado					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		23-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Godson Machado					
	b)For the Insurer		MR. Karan Bagdai					
13.	Complaint how disposed		Partially Allowed					

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of overdraft facility on purchase of new policies. The complainant claims to have been compelled to purchase three policies from two different insurers. He wants cancellation of said policies and refund of premiums. He received refund of premium under another policy from other insurer.

Contention of the complainant:

The complainant contended that he availed two policies from RI on allotment of overdraft facility of Bank of Baroda. When the offer was not materialised even after two months, the complainant realised that he was cheated. He approached Respondent Insurer (hereinafter referred to as - RI) for refund of premiums but the request was rejected by RI.

Contention of the Respondent:

As per SCN, the subject policies were issued based on duly signed proposal forms, other relevant documents, and initial premium etc. PIVC and welcome call were successfully made wherein terms and benefits of the policies were clearly conveyed to the complainant. The said policy documents were delivered on 01.10.2020 and 13.11.2020 respectively, but the complainant did not avail the free look period. The complainant also availed ECS facility for all premium deductions which shows that he was very much aware about future payment of premiums. RI received first complaint after four months of the issuance of the policies. The policies are currently in lapsed status.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies through Agency channel with an expectation of availing overdraft against new policies. He complained to RI after four months which is beyond the free look period. Only initial premiums were paid under both the subject policies.

During the hearing representative of RI offered to cancel the both the captioned policies and utilise the premiums thereon for issuance of new Single Premium policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0492

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 71XX5014 and 71XX9901 on the life of the complainant and utilize the premiums received under the said policies to issue a single premium policy in the name of Mr. Godson Machado, with a term of 5 years from new date of commencement, with lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0026/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Tejas Kharat
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-014-2223-0490
AWARD NO:IO/PUN/A/LI/0027/2023-2024

1.	Name & Address Of The Complainant	Tejas Kharat Sr.No.650/1/2,Raghukul Bungalow Vighnagar Nagar Lane No-2,Bakul Hall Road Bibvewadi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420047958E	842122	12-Mar-2021	12-Mar-2032	12-Mar-2021	63333	12/Y	12
3.	Name of insured	Tejas Kharat						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	23-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr Tejas Kharat						
	b)For the Insurer	Ms. Shivani Sharma						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of interest free loan on purchase of new policies. The complainant needed loan. The complainant claims to have been compelled to purchase three policies with a total annual premium of Rs.143333/- from two different insurers. He wants refund of premiums. The other insurer has refunded the premiums.

Contention of the complainant:

The complainant contended that he availed subject policy from Respondent Insurer (hereafter referred to as RI) on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant feels cheated and wants cancellation of the policy and refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PLVC and PIVC. The company also conducted an in-person verification call wherein the complainant was met in person at his registered address. The policy was delivered on 18.03.2021, but the free look option was not availed. The complainant approached the company on 06.05.2021 requesting cancellation of policy and inquired about surrender value. He did not raise any concern at that point of time also. However, he first approached the company with a complaint of mis-selling on 13.04.2022 after a delay of eleven months, asking for cancellation of the policy with refund of premium. The policy is currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of loan. During the hearing, the complainant agreed to the fact that during the Pre issuance Verification Call, he was informed by the insurer that there would no other benefit other than those mentioned in the policy terms and conditions and no loan was available as an additional benefit; yet he availed the subject policy. RI received the complaint much beyond the free look period. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-014-2223-0490

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0027/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Prathamesh Borkar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0485
AWARD NO:IO/PUN/A/LI/0028/2023-2024

1.	Name & Address Of The Complainant	Prathamesh Borkar Room No.203 Second Floor Satguru Building, Near Rangalya Bunglow Chandra Pada Aiti Stand, Naigaon East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1840770	373158	23-Nov-2020	23-Nov-2035	23-Nov-2020	25000	15 / Y	10
3.	Name of insured		Prathamesh Borkar					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		23-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Prathamesh Borkar					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Dismissed					

COMPLAINT REF: NO: PUN-L-008-2223-0485

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policy. The complainant needed loan. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.25000/- from Respondent Insurer (hereafter referred to as RI). He wants cancellation of the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and dispatched the policy on 26.11.2020 which was duly delivered but the complainant did not avail the free look option. The complainant raised his first complaint on 07.07.2021 after a delay of 7 months with RI for cancellation of policy and refund of premium. The policy is currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of loan. During the hearing, the complainant agreed to the fact that at the time of Pre-issuance Verification Call, he was informed by the insurer that no other benefits other than those mentioned in the terms and conditions were available on the policy; it was further specifically mentioned that no Loan will be available on the said policy. RI received the complaint beyond the free look period. The subject policy is currently in a lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0485

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0028/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Nitendra Bawankule
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0496
AWARD NO:IO/PUN/A/LI/0021/2023-2024

1.	Name & Address Of The Complainant	Nitendra Bawankule C/O Parmatma Ek Bookhouse, Bazar Chowk Barsawani																						
2.	Type Of Policy: Life Policy Details: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">501-5146631</td> <td style="text-align: center;">594743</td> <td style="text-align: center;">16-Dec-2016</td> <td style="text-align: center;">16-Dec-2028</td> <td style="text-align: center;">16-Dec-2016</td> <td style="text-align: center;">50000</td> <td style="text-align: center;">12/Annual</td> <td style="text-align: center;">12</td> </tr> </tbody> </table>								Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	501-5146631	594743	16-Dec-2016	16-Dec-2028	16-Dec-2016	50000	12/Annual	12
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
501-5146631	594743	16-Dec-2016	16-Dec-2028	16-Dec-2016	50000	12/Annual	12																	
3.	Name of insured	Nitendra Bawankule																						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.																						
5.	Date of receipt of the Complaint	25-Aug-2022																						
6.	Nature of Complaint	MIS SALE																						
7.	Amount of Claim	0.00																						
8.	Date of Partial Settlement																							
9.	Amount of relief sought	0																						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.																						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune																						
12.	Representation at the hearing																							
	a) For the Complainant	Shri Nitendra Bawankule (On system call)																						
	b) For the Insurer	Ms. Radhika Lodha																						
13.	Complaint how disposed	Dismissed																						

Brief Facts of the Case:

The complainant was approached by intermediaries with an offer of loan on purchase of new policies. The complainant needed money. As such he accepted the offer. The complainant claims to have been compelled to purchase seven policies with a total annual premium of Rs.276498/- from several insurers. He wants cancellation of all the policies and refund of premiums. One of the insurers accepted his request and refunded the premium amount.

Contention of the complainant:

The complainant contended that he availed multiple policies from multiple insurers on allurement of loan. The complainant availed the subject policy from Respondent Insurer (hereinafter referred to as RI) with an annual premium of Rs.50000/-.The complainant followed up with the intermediary for assured benefit but did not get any response. The complainant has alleged signature forgery and discrepancy in the information mentioned in the proposal form. When the complainant realised that he was cheated, he approached RI for refund of premium. But the request was turned down by RI as it was beyond the free look period.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was delivered on 31.12.2016. But he did not avail the free look period. The complainant raised his first complaint with RI on 11.10.2021, after a lapse of four years and seven months for cancellation of policies with refund of premium amount. Only an initial premium was paid. The policy is in a lapsed condition at present.

Observation and conclusions:

During the hearing over video conference on 24.04.2023,RI reiterated their earlier submissions, and the complainant reiterated his submissions on the system call.

The complainant purchased the subject with an expectation of loan. RI received the complaint much beyond the free look period. The subject policy is currently in lapsed condition. The complainant raised the complaint after an inordinate delay of nearly four years from policy issuance and approached the forum after an unjustified delay of two years from his first complaint to RI.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0496

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint.

As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0021/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vijaykumar Vasant Shete
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-036-2223-0495
AWARD NO:IO/PUN/A/LI/0023/2023-2024

1.	Name & Address Of The Complainant	Vijaykumar Vasant Shete S.No.2/1/1A Gaikwad Nagar Dighi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	51883847	185024	31-Oct-2014	31-Oct-2029	31-Oct-2014	22489	15 / Y	10
3.	Name of insured	Vijaykumar Vasant Shete						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	23-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vijaykumar Shete						
	b)For the Insurer	Mr. Swapnil Malvi						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with false, fake, and unrealistic promises on purchase of new policies. The complainant claims to have been compelled to purchase five policies from two different insurers with a total annual premium of Rs.134984/-. He wants cancellation of policies and refund of premiums.

Contention of the complainant:

The complainant contended that he availed subject policy from Respondent Insurer (hereinafter referred to as RI) with an annual premium of Rs.22489/- on allurements of false, unrealistic promises. When the complainant realised that he was cheated he approached the insurer and requested for refund of premium.

Contention of the Respondent:

As per SCN, policy was issued based on duly signed proposal form, benefit illustration, other relevant documents & initial premium deposit. RI conducted a successful PIVC in which terms and benefits of the policy were clearly conveyed to the complainant. Policy was delivered on 10.11.2014 but the free look period was not availed. The complainant first approached with his grievance after a period of one year two months from receipt of policy document i.e. on 22.02.2016 and again approached without any documentary proof on 08.06.2022 after a period of six years. The policy was foreclosed due to nonpayment of premium and termination refund of Rs. 3283.17/- was processed on 29.05.2018.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, RI reiterated their earlier submissions, and the complainant reiterated his submissions on the system call.

The complainant purchased the subject policy with an expectation of good returns and more benefits. RI received the complaint for the first time on 22.02.2016 which was replied on 11.03.2016. However, the complainant failed to approach the forum within stipulated period. He again approached RI on 08.06.2022 i.e. after a period of six years from the date of first complaint. The RI also processed foreclosure payout on 29.05.2018. The delay in approaching the forum after seven years from the date of issuance of the policy and four years from the receipt of foreclosure amount is not justified and makes the appeal for refund untenable.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-036-2223-0495

Taking in to account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0023/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rakesh Mahadik
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0498
AWARD NO:IO/PUN/A/LI/0020/2023-2024

1.	Name & Address Of The Complainant	Rakesh Mahadik At Reel Post Kespuri						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-2254681	123551	28-Jul-2014		28-Jul-2014	30000		
	501-2037957	120432	28-Apr-2014		28-Apr-2014	0		
3.	Name of insured	Rakesh Mahadik						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	25-Aug-2022						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Shri Rakesh Mahadik (On voice call)						
	b)For the Insurer	Ms. Radhika Lodha						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on purchase of new policies. The complainant claims to have been compelled to purchase two policies with a total annual premium of Rs.50000/- from Respondent Insurer (hereafter referred to as RI). Complainant alleged signature forgery. He wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed two policies from RI on allurement of bonus. The complainant followed up with the intermediary for the promised bonus but did not get any response. The complainant feels cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy documents duly delivered. The complainant raised his first complaint with RI on 10.11.2017 after a delay of 3 years and 3 months for cancellation of policies with refund of premiums. The policies are currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, the RI reiterated their earlier submissions and the complainant reiterated his submissions on voice call.

The complainant purchased the subject policies with an expectation of bonus on previous policy. RI received the complaint for the first time on 10.11.2017 which was beyond the free look period. The delay in approaching the forum after more than 4 years of his first complaint to RI and nearly eight years from the date of issuance of the policies is not justified.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0498

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint.

As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0020/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Jasmine S Coutinho
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-019-2223-0476
AWARD NO:IO/PUN/A/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Jasmine S Coutinho 703 Alpine Castle Sopan Baug						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	15150632	816214	04-May-2012	04-May-2022	04-May-2012	100000	10	10
3.	Name of insured	Jasmine S Coutinho						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing	20-Apr-2023						
	Place of hearing	Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Jasmine Cutinho						
	b)For the Insurer	Ms. Sabina John						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was the life assured under the subject policy purchased from the Respondent Insurer (hereafter referred to as RI). The policy matured on 04.05.2022. She claims that she received less maturity amount of Rs.1289106/- against the promised payment of Rs.1442912/-.

Contention of the complainant:

The complainant contended she was surprised to receive an amount of Rs.1289106/- as maturity against promised payout of Rs.1442912/-. Complainant is not satisfied with the maturity amount she received. Complainant requested RI to pay the balance amount Rs.153806/-.

Contention of the Respondent:

As per SCN submitted, RI clarified that as per terms and conditions of the policy maturity amount of Rs 1289106/- was paid to the complainant, details of which are given below:

Maturity Amount Rs.816214/- + Revisionary bonus Rs.205922/- + Interest on bonus Rs.22106/- + Terminal bonus Rs.244864/-. The total amounted to Rs.1289106/-.

The complainant approached RI on 09.05.2022, seeking a balance amount which was not due to her. RI had provided the complainant with a detailed calculation of the maturity amount paid, vide their letter dated 25.05.2022.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of high returns but was disappointed with the maturity payout. She asked for the balance payout, according to her, of Rs.153806/-. RI submitted details of the payout to the Forum and contended that they have shared the same with the complainant. Forum observed that the Respondent Insurer had acted rightly and settled the maturity claim in accordance with the terms and conditions of the subject policy.

Considering all the aspects of this case, the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-019-2223-0476

Taking into account all the facts and circumstances of the case, the Forum observes that the Respondent Insurer has settled the maturity claim as per the terms and conditions of the policy. Therefore, the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0007/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajiv Kartalkar
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-014-2223-0467
AWARD NO:IO/PUN/A/LI/0008/2023-2024

1.	Name & Address Of The Complainant	Rajiv Kartalkar Rajiv Kartalkar, S/o Mukundrao Kartalkar, Plot no: 172 A, Flat no G :004, Ring Road, Shreyas Palace, Trimurti anagar, Bhamti, RAnapratap nagar, Nagpur-440022 maharashtra						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	400751046E	425827	11-Nov-2019	20-Nov-2031	11-Nov-2019	35000	12	12
3.	Name of insured		Rajiv Kartalkar					
4.	Name of the insurer/broker		Edelweiss Tokio Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		02-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		35000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		The complainant was absent					
	b)For the Insurer		Ms. Shivani Sharma					
13.	Complaint how disposed		Dismissed					

COMPLAINT REF: NO: PUN-L-014-2223-0467

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policy. The complainant needed loan. The complainant claims to have been compelled to purchase two policies with total annual premium of Rs.63707/- from two different insurers. He wants cancellation of the policies and refund of premiums.

Contention of the complainant:

The complainant has contended that he availed subject policy with a premium of Rs.35000/- from Respondent Insurer (hereafter referred to as RI) on allurements of loan. The complainant followed up with the intermediary for loan but did not get any response. Complainant also alleged signature forgery in proposal form. The complainant feels cheated and wants cancellation of the policies and refund of premiums.

Contention of the Respondent:

As per SCN subject policy was issued based on duly signed proposal form, benefit illustration, other relevant documents & initial premium deposit. Prelogin Verification call and welcome call successfully and policy document was delivered on 26.07.2019 but the complainant did not avail the free look option. The first complaint filed with the RI was on 11.05.2020 after a lapse of 7 months after issuance of policy. The policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, the representative of RI reiterated their earlier contentions while the complainant remained absent.

The complainant purchased the subject policy with an expectation of loan. The complainant alleged signature forgery. Forum observed that the complainant should have approached RI in case of any discrepancy within reasonable period. RI received the complaint beyond the free look period. The subject policy is currently in lapsed condition. The complainant raised the complaint with the Forum after an inordinate and unjustified delay of nearly three years.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-014-2223-0467

Taking in to account all the facts and circumstances of the case, the Forum does not find any merit in the case. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0008/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Sainath Gaikwad
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0469
AWARD NO:IO/PUN/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	Sainath Gaikwad H.No.101 Hanuman Nagar Kachore Road, Mohan Shrushti Tower Patri Pool Kalyan East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71282230	1285990	28-Feb-2020	28-Feb-2035	28-Feb-2020	82500	15/Annual	15
3.	Name of insured		Sainath Gaikwad					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Sainath Gaikwad					
	b)For the Insurer		Mr. Karan Bagdai					
13.	Complaint how disposed		Partially Allowed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policies. The complainant needed loan. The complainant claims to have been compelled to purchase three policies with a total annual premium of Rs.187498/- from two different insurers. He wants refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy with an annual premium of Rs.82500/-from the Respondent Insurer (hereinafter referred to as RI) on allurement of interest free loan.The complainant followed up with the intermediary for loan but did not get any response. The complainant realised he was cheated and requested cancellation of the policies and refund of premiums.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium.The RI conducted a successful PIVC and the policy was delivered on 19.03.2020 but the free look option was not availed. The complainant raised his first complaint on 04.02.2022 after a delay of 1 Y 10 months to RI for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023,both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of loan. He has complained within one year and ten months of policy issue, which was beyond the prescribed free look period. The intermediary is no longer active with RI. The Forum observed that the policy was purchased just a few days prior to the onset of pandemic and lockdown thereafter.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0469

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing no. 71XX2230 on the life of the complainant and utilize the premiums received under the said policy to issue a single premium policy in the name of the complainant Mr. Sainath Gaikwad with a term of 5 years from new date of commencement, with lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the policyholder. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0010/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Sainath Gaikwad
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0468
AWARD NO:IO/PUN/A/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Sainath Gaikwad H.No.101 Hanuman Nagar Kachore Road, Mohan Shrushti Tower Patri Pool Kalyan East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-3972101	306964	10-Feb-2020	10-Feb-2040	10-Feb-2020	55000	20/Annual	10
	502-6948595	279045	08-Jul-2020	08-Jul-2040	08-Jul-2020	49998	20/Annual	10
3.	Name of insured		Sainath Gaikwad					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Sainath Gaikwad					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Partially Allowed					

COMPLAINT REF: NO: PUN-L-008-2223-0468

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policies. The complainant needed loan. The complainant claims to have been compelled to purchase three policies with a total annual premium of Rs.187498/-from two different insurers. He wants cancellation of all the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed two policies with an annual premium of Rs.104998/-from the Respondent Insurer (hereinafter referred to as RI) on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant realised he was cheated and requested cancellation of the policies and refund of premiums.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies were delivered on 18.02.2020 and 21.07.2020 respectively but the complainant did not avail the free look option. The complainant raised his first complaint with RI on 16.02.2022 after a delay of 1 year 8 months for cancellation of policies with refund of premiums. The policies are currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of loan. RI received the complaint beyond the free look period. The subject policies are currently in lapsed condition. During the hearing the representative of RI offered to cancel the subject policies and issue a new single premium policy on the life of the complainant.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0468

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurerto cancel the policies bearing nos. 50X-XXX2101 and 50X-XXX8595 on the lifeof the complainant and utilize the peniums received under the policies to issue a single premium policy in the name of the complainant Mr. Sainath Gaikwad, with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needsto refund the entire amount to the complainant. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0009/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Tanvir Rajjan
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0483
AWARD NO:IO/PUN/A/LI/0011/2023-2024

1.	Name & Address Of The Complainant	Tanvir Rajjan Plot No.75 Swapnpurti Bldg 01 Sector-21,Nerul East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-5584720	829208	07-May-2022	07-May-2042	07-May-2022	149999	20/Annual	10
3.	Name of insured		Tanvir Rajjan					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Shri Tanvir Rajjan					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Allowed					

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of loan on purchase of new policy. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.149999/-. He wants cancellation of all the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of loan by mortgaging the said policy. When the complainant realised that he was given false information, he felt to be cheated and requested insurer for refund of premium. The request was rejected by the insurer. Hence, he approached the forum for relief.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and an initial premium. The RI conducted a successful PIVC and the policy was delivered to the policyholder in time i.e. on 19.05.2022 but he did not avail the free look option. The complainant raised his first complaint on 24.06.2022 after expiry of the free look period. Only initial premium was paid under the subject policy. The policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant informed that he purchased the subject policy with an expectation of loan as promised by the broker, by mortgaging the policy. The complainant approached RI within a reasonable period of one month and fourteen days from the issuance of the policy though it was beyond the free look period. The complainant has paid only initial premium under the subject policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0483

Taking in to account the facts and circumstances of the case the Forum directs Respondent Insurer to cancel the policy bearing no. 50X-XXX4720 on the life of the complainant and refund the premium received under the said policy to the complainant Shri. Tanvir Rajjan.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholders' Interests) Regulations, 2017.

Hence the complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0011/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Gajanan Hingane
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0458
AWARD NO:IO/PUN/A/LI/0005/2023-2024

1.	Name & Address Of The Complainant	Gajanan Hingane Gajanan Nagar Kaulkhed Akola Chandur							
2.	Type Of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		501-9262954	548450	18-Jun-2019	18-Jun-2031	24-Jun-2019	49908	12/ Annual	12
		502-4019597	268946	28-Feb-2020	28-Feb-2040	29-Feb-2020	50000	20/Annual	10
		501-9821437	612273	14-Aug-2019	14-Aug-2031	14-Aug-2019	54999	12/Annual	12
3.	Name of insured	Gajanan Hingane							
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.							
5.	Date of receipt of the Complaint	11-Aug-2022							
6.	Nature of Complaint	MIS SALE							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	0							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.							
11.	Date of hearing Place of hearing	20-Apr-2023 Pune							
12.	Representation at the hearing								
	a)For the Complainant	Shri Gajanan Hingane							
	b)For the Insurer	Ms. Radhika Lodha							
13.	Complaint how disposed	Partially Allowed							

COMPLAINT REF: NO: PUN-L-008-2223-0458

Brief Facts of the Case:

The complainant held one policy of another insurer, which he was planning to surrender. But he was advised by intermediaries to continue the same by paying the amount. But when the complainant paid the premium amount, he realised that he was issued four policies with annual premium of Rs.198589/- from two different insurers. The complainant alleged that the amount paid towards renewal premium of previous policy was utilised for issuing new policies without his consent. He wants refund of premiums.

Contention of the complainant:

The complainant contended that the renewal premium amount paid by him towards his previous policy of other insurer was utilised to issue three policies with total premium of Rs. 154908/- from Respondent Insurer (hereafter referred to as RI) without his consent. When the complainant realised that he was cheated he approached RI with request to refund of premiums. The said request was turned down by RI.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies were delivered on 01.07.2019, 22.08.2019 and 07.03.2020 respectively but the free look option was not availed. The complainant raised his first complaint on 13.06.2022 after a delay of two years. The policies are currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023 both parties reiterated their earlier submissions.

The complainant paid the premium amount with an intention to continue previous policy held with other insurer. He contended that he was issued the subject policies by utilising the amount paid for renewal premium as mentioned above. He approached RI with the complaint on 09.05.2022 which was beyond the free look period.

During the hearing representative of RI offered to cancel the said policies and issue a new single premium policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0458

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing nos. 50X-XXX2954 and 50X-XXX9597 on the life of the complainant and policy bearing no 50X-XXX1437 on the life of Mrs. Vijaya Hingane, wife of the complainant and utilize the premiums received under the said policies to issue a single premium policy in the name of the complainant Mr. Gajanan Hingane , with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

- A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.
- B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0005/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Gajanan Hingane
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0459
AWARD NO:IO/PUN/A/LI/0006/2023-2024

1.	Name & Address Of The Complainant	Gajanan Hingane Gajanan Nagar Kaulkhed Akola Chandur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71153096	345000	29-Nov-2019	29-Nov-2034	29-Nov-2019	43681	15/Yearly	08
3.	Name of insured	Gajanan Hingane						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Shri Gajanan Hingane						
	b)For the Insurer	Mr. Karan Bagdai						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant held one policy of another insurer, which he was planning to surrender. But he was advised by intermediaries to continue the same by paying the amount. But when the complainant paid the premium amount, he realised that he was issued four policies with annual premium of Rs.198589/- from two different insurers. The complainant alleged that the amount paid towards renewal premium of previous policy was utilised for issuing new policies without his consent. He wants refund of premiums.

Contention of the complainant:

The complainant contended that the renewal premium amount paid by him towards his previous policy of other insurer was utilised to issue subject policy with premium of Rs. 43681/- from Respondent Insurer (hereafter referred to as RI) without his consent. When the complainant realised that he was cheated he approached RI with request to refund of premiums. The said request was turned down by RI.

Contention of the Respondent:

As per SCN the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and welcome call. The policy was delivered on 07.12.2019 but the free look option was not availed. The complainant raised his first complaint on 11.05.2022 after a delay of two years and four months. The policy is currently in lapsed condition due to non-receipt of subsequent premiums. Renewal premium notice was also sent on 04.12.2020.

Observation and conclusions:

During the hearing over video conference on 20.04.2023 both parties reiterated their earlier submissions.

The complainant paid the premium amount with an intention to continue previous policy held with another insurer. He contended that he was issued the subject policy by utilising the amount paid for renewal premium as mentioned above without his consent. He approached RI with the complaint on 09.05.2022 as soon as he realised that he was misrepresented. The complainant pleaded mis-sale of the policy to him. The policy was sourced through Rap Infosystems and the said intermediary is currently inactive with RI.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0459

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing 71XX3096 on the life of Ms Priyanka Hingane daughter of the complainant and refund the premiums received under the said policy to the policyholder Ms Priyanka Hingane.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholders' Interests) Regulations, 2017.

Hence the complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0006/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Ajit Desai
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0453
AWARD NO:IO/PUN/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	Ajit Desai Flat No.G-2 Namrata Appartement Plot No.41, Sector-05 Kamothe Kalamboli Node Near Vitthal Mandir						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-2862428	1159200	18-Nov-2019	18-Nov-2031	18-Nov-2019	99998	12/Annual	12
	502-3014334	1120002	16-Jan-2020	16-Jan-2032	16-Jan-2020	99999	12/Annual	12
3.	Name of insured		Ajit Desai					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Shri. Ajit Desai					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Partially Allowed					

COMPLAINT REF: NO: PUN-L-008-2223-0453

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policies. The complainant needed loan. The complainant claims to have been compelled to purchase two policies with a total annual premium of Rs.199997/-from Respondent Insurer (hereinafter referred to as RI). He wants refund of premiums.

Contention of the complainant:

The complainant contended that he availed two policies from RI on allurement of loan. The complainant followed up with the intermediary for loan but did not get any response. Complainant also alleged for signature forgery and discrepancy in the information mentioned in proposal form. The complainant feels cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies delivered on 23.11.2019 and 22.01.2020 respectively but the free look option was not availed. The complainant raised his first complaint with RI on 10.11.2020 after a delay of over eleven months for cancellation of policies with refund of premiums. The policies are currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of loan. RI received the complaint beyond the free look period. The subject policies are currently in lapsed condition. The complainant approached RI within a reasonable time of ten months from issue of last policy. During the hearing RI informed that the intermediary has been terminated.

During the hearing RI offered to cancel the subject policies and utilize the premiums received under the policies to issue a single premium policy to the complainant.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0453

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 50X-XXX2428 and 50X-XXX4434 on the life of the complainant and utilize the premiums received under the said policies to issue a single premium policy in the name of the complainant Mr. Ajit Desai with a term of 10 years from new date of commencement, with lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI doesn't have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the policyholder. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0004/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Anjali Joshi
VS
RESPONDENT: Shriram Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-043-2223-0452
AWARD NO:IO/PUN/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Anjali Joshi 447 Hari Niwas Society Shanivar Peth, Near Ram Mandir Hasabnis Bakhhal						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NN011912169347	477000	28-Dec-2019	28-Dec-2029	28-Dec-2019	49847	10/Yearly	10
3.	Name of insured		Anjali Joshi					
4.	Name of the insurer/broker		Shriram Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Anjali Joshi					
	b)For the Insurer		Mr. Suman Mukharjee					
13.	Complaint how disposed		Allowed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of maturity payout on old policy. The complainant claims to have been compelled to purchase six policies from three different insurers with an annual premium of Rs.293846/-. She wants cancellation of policies and refund of premiums. One insurer accepted her request and refunded premium amount to her.

Contention of the complainant:

The complainant contended that she availed subject policy with an annual premium of RS.49847/- on the life of her son Mr. Akshay Joshi from Respondent Insurer (hereafter referred to as RI) on allurement of maturity payout on old policy of her father in law. The complainant followed up with the intermediary for old policy maturity amount but did not get any response. When her calls were not picked up she realised that she was cheated and approached the insurer with a request of refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC , and the initial premium. The RI dispatched the policy on 01.01.2020 which was duly delivered but the free look option was not availed. The complainant raised his first complaint through IGMS on 30.05.2022 after a delay of two years and five months. The policy is currently in lapsed condition due to non receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy through Shriram Fortune solutions Ltd. with an expectation of getting maturity amount under previous policy of her father-in-law. The complainant was sold multiple policies from multiple insurers within a very short span of seven months. The complainant approached RI after a delay of one year and seven months from the issuance of the last policy of which major part fell under covid pandemic. Only initial premium is paid under the subject policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-043-2223-0452

Taking in to account the facts and circumstances of the case the Forum directs Respondent Insurer to cancel the policy bearing no. NNXXXXXXXX9347 on the life of Mr. Akshay Joshi, son of the complainant and refund the premium received under the said policy Mr Akshay Joshi.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholders' Interests) Regulations, 2017.

Hence, the complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0003/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Sanjay Mokate
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0484
AWARD NO:IO/PUN/A/LI/0029/2023-2024

1.	Name & Address Of The Complainant	Sanjay Mokate S.No/203/204,Ashok Plaza Flat No.2,Near Shivaji Maharaj Statue Kothrud						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71477514	812000	11-Sep-2020	11-Sep-2035	11-Sep-2020	84854	15 / Y	8
3.	Name of insured	Sanjay Mokate						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sanjay Mokate						
	b)For the Insurer	Mr. Karan Bagdai						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of getting benefit from a previous matured policy. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.84854/- from Respondent Insurer (hereafter referred to as RI). He wants cancellation of the policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy from RI on allurement of getting benefit from a previous matured policy. Complainant followed up with the intermediary for getting maturity of previous policy but did not get any response. The complainant felt cheated and wants cancellation of the policies and refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was delivered 17.09.2020 but the free look option was not availed. The complainant raised his first complaint on 29.05.2021 after a delay of 8 months. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of benefit from previous policy. Forum observed that he had raised his complaint with the RI within a reasonable period of eight months of policy issuance which was beyond the prescribed free look period. RI informed the Forum that the intermediary is currently inactive with them. The subject policy is currently in lapsed condition.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0484

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing no. 07XX7514 on the life of the complainant and refund the premium received under the said policy to the complainant Shri Sanjay Mokate.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI (Protection of Policyholders' Interests) Regulations, 2017.

Hence, the complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers .

AWARD NO:IO/PUN/A/LI/0029/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Francis Dnacio
VS
RESPONDENT: Ageas Federal Life Ins.Co.Ltd.
COMPLAINT REF: NO: PUN-L-022-2223-0470
AWARD NO:IO/PUN/A/LI/0024/2023-2024

1.	Name & Address Of The Complainant	Francis Dnacio Flat No.106,Bld-C Hissa No.1/2 Near JDS School						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	4000962998	350000	30-Sep-2016	30-Sep-2023	30-Sep-2016	36312	7 / y	7
3.	Name of insured		Francis Dnacio					
4.	Name of the insurer/broker		Ageas Federal Life Ins.Co.Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Francis Dnacio					
	b)For the Insurer		Ms. Ananya Pandey					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries for purchase of insurance policy at the time of taking Car loan. The complainant needed loan. The complainant claims to have been compelled to purchase subject policy with a total annual premium of Rs.36312/- from Respondent Insurer (hereafter referred to as RI). He wants cancellation of the policy and refund of premium

Contention of the complainant:

The complainant contended that he availed the subject policy from RI as he wanted to avail car loan and was assured of return of investment in 5 years even if he did not continue with the policy premium. Complainant claims that he had not received any intimation to pay the renewal premiums. He closed the car loan after three years but did not get the amount invested in the policy. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. RI conducted a successful PIVC and the policy was duly delivered but the freelook option was not availed. The complainant approached RI in the year 2019 which was beyond the free look period. The policy had been terminated on 29th September 2019 due to non-receipt of premium and since the policy has not acquired paid up value nothing is payable. The complainant raised his complaint again on 30.09.2021 to RI for cancellation of policy with refund of premium. RI sent revival notices on 02.04.2019 and 31.07.2019 respectively. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy alongwith a car loan, with an expectation of assured returns after five years. RI received the complaint beyond the free look period. The subject policy is currently in a lapsed condition. The complainant raised the complaint after an inordinate and unjustified delay of five years from policy issuance.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-022-2223-0470

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0024/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Anandrao Bankar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0479
AWARD NO:IO/PUN/A/LI/0030/2023-2024

1.	Name & Address Of The Complainant	Anandrao Bankar Plot No.65-A,Nagarjun Colony Near Sanket Colony, Tapovan Gate						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-2903362	512780	04-Dec-2019	04-Dec-2039	04-Dec-2019	98999	20 / Y	10
3.	Name of insured		Anandrao Bankar					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr.Anandrao Bankar					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of maturity benefit under previous policy and unrealistic benefits on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.596961/- from four different insurers. He received refund from one of the insurers. He wants cancellation of subject policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy with an annual premium of Rs.98999/- from Respondent Insurer (hereafter referred to as RI) on allurement of maturity benefit on previous policy and unrealistic benefits like doubling of the invested amount in 25 days. The complainant followed up with the intermediary for the promised benefit but did not get any response. The complainant felt cheated and wants refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and delivered the policy on 14.12.2019 but the free look option was not availed. The complainant raised his first complaint without any documentary evidence on 29.05.2021 after a delay of one year and six months to RI for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023 both parties reiterated their earlier submissions. The complainant purchased the subject policy with an expectation of maturity benefit under previous policy of another insurer and high returns. RI received the complaint after one and half year which was beyond the free look period. Forum observed that the complainant should have approached RI within reasonable period. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0479

Taking into account the facts and circumstances of the case, the Forum does not find any merit in the complaint.

As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0030/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Anandrao Bankar
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0480
AWARD NO:IO/PUN/A/LI/0031/2023-2024

1.	Name & Address Of The Complainant	Anandrao Bankar Plot No.65-A,Nagarjun Colony Near Sanket Colony, Tapovan Gate						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10541226	79200	09-Dec-2019	09-Dec-2034	09-Dec-2019	98962	15 / Y	8
3.	Name of insured	Anandrao Bankar						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr.Anandrao Bankar						
	b)For the Insurer	Mr. Karan Bagdai						
13.	Complaint how disposed	Partially Allowed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of maturity benefit under previous policy and unrealistic benefits on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.596961/- from four different insurers. He received refund from one of the insurers. He wants cancellation of subject policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy with an annual premium of Rs.98962/- from Respondent Insurer (hereafter referred to as RI) on allurement of maturity benefit on previous policy and unrealistic benefits like doubling the invested amount in 25 days. The complainant followed up with the intermediary for the promised benefit but did not get any response. The complainant felt cheated and wants refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful verification call and delivered the policy on 20.12.2019 but the free look option was not availed. The complainant raised his first complaint on 20.01.2021 after a delay of 1 year 1 month to RI for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023 both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of maturity benefit under previous policy of another insurer and high returns. RI received the complaint after one year which was beyond the free look period. Only initial premium was paid under the subject policy. The subject policy is currently in lapsed condition.

During the hearing representative of RI offered to cancel the subject policy and utilise the premium thereon for issuance of new Single Premium policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0480

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 10XX1226on the life of Ms. Arpita Bankar, daughter of the complainant and utilize the premiums received under the said policy and issue a single premium policy in the name of Life Assured Ms. Arpita Bankar, with a term of 5 years from new date of commencement, with lock-in period of 5 years and without freelook cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy. If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award. If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

- A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.
- B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0031/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Anandrao Bankar
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: PUN-L-033-2223-0481
AWARD NO:IO/PUN/A/LI/0032/2023-2024

1.	Name & Address Of The Complainant	Anandrao Bankar Plot No.65-A,Nagarjun Colony Near Sanket Colony, Tapovan Gate						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23114360	777362	13-Dec-2019	13-Dec-2034	13-Dec-2019	99000	15 / Y	10
3.	Name of insured		Anandrao Bankar					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		12-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr.Anandrao Bankar					
	b)For the Insurer		Ms. Priya Dwivedi					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of maturity benefit under previous policy and unrealistic benefits on purchase of new policies. The complainant claims to have been compelled to purchase six policies with a total annual premium of Rs.596961/- from four different insurers. He received refund from one of the insurers. He wants cancellation of subject policy and refund of premium.

Contention of the complainant:

The complainant contended that he availed subject policy with an annual premium of Rs.99000/- from Respondent Insurer (hereafter referred to as RI) on allurements of maturity benefit on previous policy and unrealistic benefits like doubling the invested amount in 25 days. The complainant followed up with the intermediary for the promised benefit but did not get any response. The complainant felt cheated and wants refund of premium.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and delivered the policy on 23.12.2019 but the free look option was not availed. The complainant was sent multiple SMS on his registered mobile number. The complainant raised his first complaint on 20.01.2021 after a delay of 1 year 1 month and again on 29.05.2021 to RI for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 21.04.2023 both parties reiterated their earlier submissions. The complainant purchased the subject policy with an expectation of maturity benefit under previous policy of another insurer and high returns. RI received the complaint after one year which was beyond the free look period. Forum observed that the complainant should have approached RI within reasonable period. The subject policy is currently in lapsed condition due to non-payment of subsequent premiums.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-033-2223-0481

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint.

As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0032/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Anjali Joshi
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0451
AWARD NO:IO/PUN/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	Anjali Joshi 447 Hari Niwas Society Shanivar Peth, Near Ram Mandir Hasabnis Bakhhal						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-2928005	298292	11-Dec-2019	11-Dec-2039	12-Dec-2019	49999	20/Annual	20
	502-2928476	592214	11-Dec-2019	11-Dec-2031	11-Dec-2019	49998	12/Annual	12
	502-6947795	481894	08-Jul-2020	08-Jul-2032	09-Jul-2020	45000	12 / Annual	12
3.	Name of insured		Anjali Joshi					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Anjali Joshi					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Partially Allowed					

COMPLAINT REF: NO: PUN-L-008-2223-0451

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of maturity payout on old policy. The complainant claims to have been compelled to purchase six policies from three different insurers with an annual premium of Rs.293846/-. She wants cancellation of policies and refund of premiums. One insurer accepted her request and refunded premium amount to her.

Contention of the complainant:

The complainant contended that she availed subject policies with an annual premium of RS.144999/- on her own life and the life of her son Mr. Akshay Joshi from Respondent Insurer (hereafter referred to as RI) on allurements of maturity payout on the policy of her father in law. The complainant followed up with the intermediary for old policy maturity amount but did not get any response. When her calls were not picked up she realised that she was cheated and approached the insurer with a request of refund of premium.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies delivered in time but the free look option was not availed. The complainant raised her first complaint on 22.02.2022 after a delay of two years. The policies are currently in lapsed condition due to non receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023 both parties reiterated their earlier submissions.

The complainant purchased the subject policies through EDOCD solutions Ltd. with an expectation of getting maturity amount under previous policy of her father-in-law. The said intermediary is inactive with RI at present. The complainant was sold multiple policies from multiple insurers within a very short span of seven months. The complainant approached RI after a delay of one year and seven months from the issuance of the last policy of which major part fell under covid pandemic. The complainant has paid only initial premium under the subject policies.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0451

Taking in to account the facts and circumstances of the case the Forum directs Respondent Insurer:-

1. To cancel the policy bearing no. 50X-XXX7795 on the life of the complainant and refund the premium received under the said policy to the complainant Smt. Anjali Joshi.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholders' Interests) Regulations, 2017.

2. to cancel the policy bearing nos. 50X-XXX8005 and 50X-XXX8476 on the life of Mr. Akshay Joshi, son of the complainant and utilize the premiums received under the said policies to issue a single premium policy in the name of Mr. Akshay Joshi, with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence, the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman

AWARD NO:IO/PUN/A/LI/0002/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Manisha M Jadhav
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-036-2223-0454
AWARD NO:IO/PUN/A/LI/0001/2023-2024

1.	Name & Address Of The Complainant	Manisha M Jadhav 204 Deep Sagar Co Op Hsg Society, Plot No.25 Sector-19 Agarwal Corner Nerul East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	51852617	298586	08-Oct-2014	08-Oct-2029	08-Oct-2014	36000	15/Y	10
	51855471	0				0		
3.	Name of insured	Manisha M Jadhav						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Manisha Jadhav						
	b)For the Insurer	Mr. Swapnil Malvi						
13.	Complaint how disposed	Dismissed						

COMPLAINT REF: NO: PUN-L-036-2223-0454

Brief Facts of the Case:

The complainant was approached by intermediary with a promise of bonus and entire amount of previous policy on purchase of new policy. The complainant claims to have been compelled to purchase subject policy with an annual premium of Rs.36000/-from Respondent Insurer (hereafter referred to as RI). She wants cancellation of policy and refund of premium.

Contention of the complainant:

The complainant contended that she availed subject policy with an annual premium of Rs.36000/- from RI on allurements of bonus and entire amount under previous surrendered policy. She further contended that she was falsely informed that she had to invest the amount for one time only. When the complainant realised that she was cheated, she approached RI with complaint and requested refund of premium.

Contention of the Respondent:

As per SCN the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The policy was delivered on 14.10.2014 but the free look option was not availed. The complainant raised her first complaint on 16.04.2016 after a delay of one year and six months to RI for cancellation of policies with refund of premium. The complainant has paid one premium under subject policy. The policy foreclosed on 09.10.2017. The foreclosure payout of Rs.5243.48 /- was received by the complainant in her account on 29.01.2019.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions. The complainant purchased the subject policy with an expectation of refund on previous surrendered policy. RI received the complaint for the first time on 16.04.2016 which was replied on 28.04.2016. However, the complainant failed to approach the forum within stipulated period. She again approached RI on 14.05.2022 i.e. after 6 years from the date of first complaint. The complainant also received foreclosure amount on 29.01.2019. The delay in approaching the forum after seven years from the date of issuance of the policy and three and half years from the receipt of foreclosure amount does not justify the complaint to be tenable.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-036-2223-0454

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0001/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Apeksha Tikekar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0449
AWARD NO:IO/PUN/A/LI/0033/2023-2024

1.	Name & Address Of The Complainant	Apeksha Tikekar Near Gram Panchayat Thikekar Wadi, Tal Junnar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-6473851	351598	12-Dec-2017	12-Dec-2029	12-Dec-2017	30000	12 / Y	12
	501-6783093	351598	22-Dec-2018	22-Dec-2030	22-Dec-2018	30000	12/Y	12
3.	Name of insured	Apeksha Tikekar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Apeksha Thikekar						
	b)For the Insurer	Ms. Radhika Lodha						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on previous policies of another insurer. The complainant and his family members claim to have been compelled to purchase seven policies with an annual premium of Rs.218995/- from RI. They want cancellation of the policies and refund of premium.

Contention of the complainant:

The complainant contended that she availed two policies from RI on allurement of bonus of Rs.15 lakh on previous policies with another insurer. The complainant followed up with the intermediary for bonus but did not get any response. The complainant realised that she was cheated. She approached RI with request to refund the premium amount.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, Benefit illustrations, KYC, and the initial premium. The RI conducted a successful PIVC. No concern was raised during the said call. The policies were delivered on 22.12.2017 and 06.03.2018 respectively but the complainant did not avail free look period. The complainant raised her first complaint without any documentary evidence on 22.06.2022 after expiry of free look period. The complainant paid two premiums under the subject policies. The policies are currently having lapsed status.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions. The complainant purchased the subject policies with an expectation of bonus on previous policy. RI received the complaint for the first time on 07.9.2021 which was much beyond the free look period. The delay in approaching the forum after nearly five years from the date of issuance of the policies is not justified.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0449

**Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint.
As such the complaint is dismissed.**

AWARD NO:IO/PUN/A/LI/0033/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vinayank Tikekar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0448
AWARD NO:IO/PUN/A/LI/0034/2023-2024

1.	Name & Address Of The Complainant	Vinayank Tikekar Near Gram Panchayat Thikekar Wadi, Tal Junnar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-9167583	384075	28-May-2019	28-May-2031	29-May-2019	33999	12/Y	12
	501-9282374	405187	26-Jun-2019	26-Jun-2031	26-Jun-2019	35999	12/Y	12
	501-9749265	551506	28-Jul-2019	28-Jul-2031	29-Jul-2019	48999	12/Y	12
3.	Name of insured	Vinayank Tikekar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis Sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Vinayak Thikekar						
	b)For the Insurer	Ms. Radhika Lodha						
13.	Complaint how disposed	Partially Allowed						

COMPLAINT REF: NO: PUN-L-008-2223-0448

Brief Facts of the Case:

The complainants were approached by intermediaries with a promise of bonus on previous policies of another insurer. The complainants and their family members claim to have been compelled to purchase seven policies with annual premium of Rs.218995/- from Respondent Insurer (hereafter referred to as RI). They want cancellation of the policies and refund of premium.

Contention of the complainant:

The complainants contended that they availed five policies with a total premium of Rs.158995/- from RI on allurement of bonus of Rs. 15 lakhs on previous policies of other insurer. The complainants followed up with the intermediary for bonus but did not get any response. The complainant realised that he was cheated. They approached RI with request to refund the premium amount.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, Benefit illustrations, KYC, and the initial premium. The RI conducted a successful PIVC. The policies were delivered on 15.06.2020, 16.06.2020, 12.06.2019, 09.07.2019 and 07.08.2019 respectively. But the complainants did not avail the free look period. The complainant raised his first complaint without any documentary evidence on 22.06.2022. The complainant paid two premiums under the policy 501-9167583 and only initial premiums under rest of the policies. The policies are currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of bonus on previous policy. RI received the complaint beyond the free look period. The subject policies are currently in lapsed condition.

During the hearing the representative of RI offered to cancel the subject policies and issue a new single premium policy on the life of the complainant Mr. Vinayak Thikekar.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0448

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 50X-XXX7323, 50X-XXX7406 on the life of Mr. Vikas Thikekar and 50X-XXX7583, 50X-XXX2374 and 50X-XXX9265 on the life of Mr. Vinayak Thikekar and utilize the premiums received under the policies to issue a single premium policy in the name of the complainant Mr. Vinayak Thikekar, with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaints are partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0034/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Vikas Tikekar
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0450
AWARD NO:IO/PUN/A/LI/0035/2023-2024

1.	Name & Address Of The Complainant	Vikas Tikekar Near Gram Panchayat Thikekar Wadi, Tal Junnar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-4147323	227293	19-May-2020	19-May-2032	29-May-2020	19999	12/Y	12
	502-4147406	227293	19-May-2020	19-May-2032	29-May-2020	19999	12/Y	12
3.	Name of insured		Vikas Tikekar					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis Sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Vikas Thikekar					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Partially Allowed					

Brief Facts of the Case:

The complainants were approached by intermediaries with a promise of bonus on previous policies of another insurer. The complainants and their family members claim to have been compelled to purchase seven policies with annual premium of Rs.218995/- from Respondent Insurer (hereafter referred to as RI). They want cancellation of the policies and refund of premium.

Contention of the complainant:

The complainants contended that they availed five policies with a total premium of Rs.158995/- from RI on allurement of bonus of Rs. 15 lakhs on previous policies of other insurer. The complainants followed up with the intermediary for bonus but did not get any response. The complainant realised that he was cheated. They approached RI with request to refund the premium amount.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, Benefit illustrations, KYC, and the initial premium. The RI conducted a successful PIVC. The policies were delivered on 15.06.2020, 16.06.2020, 12.06.2019, 09.07.2019 and 07.08.2019 respectively. But the complainants did not avail the free look period. The complainant raised his first complaint without any documentary evidence on 22.06.2022. The complainant paid two premiums under the policy 501-9167583 and only initial premiums under rest of the policies. The policies are currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of bonus on previous policy. RI received the complaint beyond the free look period. The subject policies are currently in lapsed condition.

During the hearing the representative of RI offered to cancel the subject policies and issue a new single premium policy on the life of the complainant Mr. Vinayak Thikekar.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0450

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 50X-XXX7323,50X-XXX7406 on the life of Mr. Vikas Thikekar and 50X-XXX7583, 50X-XXX2374 and 50X-XXX9265 on the life of Mr. Vinayak Thikekar and utilize the premiums received under the policies to issue a single premium policy in the name of the complainant Mr. Vinayak Thikekar; with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire amount to the complainant/policyholder. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaints are partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0035/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Alka Chauhan
VS
RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-009-2223-0455
AWARD NO:IO/PUN/A/LI/0036/2023-2024

1.	Name & Address Of The Complainant	Alka Chauhan Rustamji Acura Building B/2802,28th Floor Near Vrindavan Soc,Thane West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	006503608	470150	26-May-2014	26-Apr-2034	26-May-2014	79829	20 / Y	10
	006439340	1850500	31-Mar-2014	31-Mar-2062	31-Mar-2014	175531	48 / Y	16
	006534611	854274	27-Jun-2014	27-Jun-2088	27-Jun-2014	65000	74 / Y	16
3.	Name of insured		Alka Chauhan					
4.	Name of the insurer/broker		Aditya Birla Sun Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mrs. Alka Chavan and Mrs. Pinky Chavan					
	b)For the Insurer		Mr. Aman Kashyap					
13.	Complaint how disposed		Partially Allowed					

COMPLAINT REF: NO: PUN-L-009-2223-0455

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on old lapse policies. The complainant claims to have been compelled to purchase nine policies on her and her son's life with an annual premium of Rs 987933/- from several insurers. She wants refund of premiums.

Contention of the complainant:

The complainant contended that she availed three policies with an annual premium of Rs 320360/- from the Respondent Insurer (hereinafter referred to as RI) on allurements of bonus of Rs. 5 Lakh on old policy. The complainant followed up with the intermediary for payment of the bonus amount but did not get any response. The complainant felt cheated and wants cancellation of the policies and refund of premium.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies were delivered in time. The complainant raised her first complaint on 09.09.2014 and then again on 23.08.2021 after a delay of seven years and two months. It is also written in SCN, that the complainant was holding one more policy which was purchased in 2009 and it was surrendered on 06.08.2014. The subject policies are currently having terminated status due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies through RDB and AB Insurance Broker with an expectation of bonus on previous policy. The broker is currently not active with RI. RI received the complaint for the first time on 23.08.2021 after inordinate delay of seven years from the date of issuance of the last policy.

During the hearing representative of RI offered to cancel the captioned policies and utilise the premiums thereon for issuance of new Single Premium Policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-009-2223-0455

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 00XXX3608 and 00XXX9340 on the life of the complainant and policy bearing no 00XXX4611 on the life of Omkar Chavan, son of the complainant and utilize the premiums received under the said policies and issue a single premium policy in the name of Mr. Omkar Chavan, with a term of 10 years from new date of commencement, with lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0036/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Alka Chauhan
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-036-2223-0457
AWARD NO:IO/PUN/A/LI/0037/2023-2024

1.	Name & Address Of The Complainant	Alka Chauhan Rustamji Acura Building B/2802, 28th Floor Near Vrindavan Soc, Thane West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	51592574	271433	29-May-2014	29-May-2034	29-May-2014	89956	20 / Y	10
	51592568	0	23-Apr-2014	23-Apr-2034	23-Apr-2014	105400	20 / Y	10
	51471595	154300	02-Jun-2014	02-Jun-2088	02-Jun-2014	34995	74 / Y	16
	514	580000	28-Feb-2014	28-Feb-2034	28-Feb-2014	192221	20 / Y	10
3.	Name of insured	Alka Chauhan						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	11-Aug-2022						
6.	Nature of Complaint	Mis sale						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Alka Chavan and Mrs. Pinky Chavan						
	b)For the Insurer	Mr. Swapnil Malvi						
13.	Complaint how disposed	Dismissed						

COMPLAINT REF: NO: PUN-L-036-2223-0457

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on old lapse policies. The complainant claims to have been compelled to purchase nine policies on her and her son's life with an annual premium of Rs.987933/- from several insurers. He wants refund of premiums.

Contention of the complainant:

The complainant contended that she availed four policies with an annual premium of Rs.422572/- from Respondent Insurer (hereinafter referred to as RI) on allurement of bonus on old policies. She followed up with the intermediary for disbursement of the bonus amount but did not get any response. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies were delivered on 06.06.2014, 29.04.2014, 11.02.2014 and 08.03.2014 respectively but the free look option was not availed. The complainant raised her first complaint on 26.08.2014 after a delay of three months and then again on 08.03.2022, almost eight years after the first complaint. The policies are foreclosed and the payout details are as follows:

Policy no	Foreclosure date	Amount
51XX2574	22.11.2017	13195.00
51XX2568	21.11.2017	15407.65
51XX1595	30.06.2017	5349.60
51XX8820	21.11.2017	28099.30

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies through RDB Insurance Broker with an expectation of bonus on previous policy. The complainant approached RI on 26.08.2014 with complaint to which RI replied on 06.09.2014. The complainant failed to approach the forum within prescribed time. The subject policies were foreclosed in 2017 and foreclosure payout was also received by the complainant. Thereafter RI received the complaint again on 08.03.2022 i.e. after eight years from the date of issuance of the last policy and after 5 years from the receipt of foreclosure payout which is inordinate and unjustified.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-036-2223-0457

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0037/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajesh Anil Joshi
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-019-2223-0488
AWARD NO:IO/PUN/A/LI/0045/2023-2024

1.	Name & Address Of The Complainant	Rajesh Anil Joshi A-701 Glory Co Op Hsg Soc Ltd Rajaji Path, Near Mhatre Nagar Bus Stop Dombivli East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23377683	315245	18-Jan-2021	18-Jan-2038	20-Jan-2021	36000	17/Y	12
3.	Name of insured	Rajesh Anil Joshi						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	23-Aug-2022						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Shri Rajesh Joshi						
	b)For the Insurer	Ms. Shikha Dedhia						
13.	Complaint how disposed	Allowed						

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of interest free loan on purchase of new policies. The complainant claims to have been compelled to purchase eleven policies with a total annual premium of Rs.622498/- from four different insurers. He wants cancellation of all the policies and refund of premium. Max life and PNB Met life accepted the request and refunded the money.

Contention of the complainant:

The complainant contended that he availed subject policy from Respondent Insurer (hereafter referred to as RI) with an annual premium of Rs.36000/- on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant feels cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policy was issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policy was delivered on 08.02.2018, but the free look option was not availed. The complainant raised his first complaint with the RI on 29.07.2021 after a delay of 6 months for cancellation of policy with refund of premium. The policy is currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of interest free loan. Forum observed that he had raised his complaint with the RI within a reasonable period of six months of policy issuance. The subject policy is currently in lapsed condition.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-019-2223-0488

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policy bearing no. 23XX7683 on the life of the complainant and refund the premium received under the said policy to the complainant Shri Rajesh Joshi.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholdersâ€™ Interests) Regulations, 2017.

Hence, complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0045/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajesh Anil Joshi
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0486
AWARD NO:IO/PUN/A/LI/0042/2023-2024

1.	Name & Address Of The Complainant	Rajesh Anil Joshi A-701 Glory Co Op Hsg Soc Ltd Rajaji Path, Near Mhatre Nagar Bus Stop Dombivli East							
2.	Type Of Policy: Life Policy Details:								
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	
	501-9056109	448576	28-Apr-2019	28-Apr-2031	30-Apr-2019	0			
	502-6894344	263368	25-Jun-2020	25-Jun-2040	29-Jun-2020	48001	20/Y	10	
	502-6902626	249648	28-Jun-2020	28-Jun-2040	29-Jun-2020	45500	20Y	10	
	502-6944578	381332	07-Jul-2020	07-Jul-2040	14-Jul-2020	69501	20/Y	10	
3.	Name of insured	Rajesh Anil Joshi							
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.							
5.	Date of receipt of the Complaint	23-Aug-2022							
6.	Nature of Complaint	MIS SALE							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	0							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.							
11.	Date of hearing Place of hearing	24-Apr-2023 Pune							
12.	Representation at the hearing								
	a)For the Complainant	Mr. Rajesh Joshi							
	b)For the Insurer	Ms. Radhika Lodha							
13.	Complaint how disposed	Partially Allowed							

COMPLAINT REF: NO: PUN-L-008-2223-0486

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of interest free loan on purchase of new policies. The complainant claims to have been compelled to purchase eleven policies with a total annual premium of Rs.622498/- from four different insurers. He wants cancellation of all the policies and refund of premium. Max life and PNB Met life accepted the request and refunded the money.

Contention of the complainant:

The complainant contended that he availed four policies from Respondent Insurer (hereafter referred to as RI) with an annual premium of Rs.203002/- on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC, and the policies were duly dispatched, but the free look option was not availed by the complainant. The complainant raised his first complaint with RI on 28.07.2021 after a delay of 1 year 8 months to RI for cancellation of policy with refund of premium. The policies are currently in a lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies within expectation of interest free loan. RI received the complaint beyond the freelook period. The subject policies are currently in lapsed condition. The intermediary is currently inactive with RI. During the hearing the representative of RI offered to cancel the subject policies and issue a new single premium policy on the life of the complainant.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0486

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 50X-XXX6109, 50X-XXX4344, 50X-XXX2626 and 50X-XXX2626 on the life of the complainant and utilize the premiums received under the policies to issue a single premium policy in the name of the complainant Mr. Rajesh Joshi with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire amount to the complainant. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

AWARD NO:IO/PUN/A/LI/0042/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Machindra Mane
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0767
AWARD NO:IO/PUN/A/LI/0040/2023-2024

1.	Name & Address Of The Complainant	Machindra Mane Flat No.I-501 Park Street Park Titanium, Wakad						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-8695758	1672617	28-Feb-2019	28-Feb-2039	28-Feb-2019	99000	20 / Y	15
3.	Name of insured		Machindra Mane					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		20-Oct-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr.Mr. Machindra mane					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on purchase of new policies. The complainant claims to have been compelled to purchase two policies from two different insurers with a total annual premium of Rs.188972/- from insurer. He wants cancellation of policies and refund of premiums.

Contention of the complainant:

The complainant contended that he availed multiple policies from multiple insurers to support his friend forgetting maturity benefit of friend's old policy. He further contended that he was given false promises of bonus of Rs. 5 Lakh and some additional benefits on the purchase of new policies. The current complaint involved one policy from Respondent Insurer (hereinafter referred to as RI) with an annual premium of Rs.99000/-. The complainant followed up with the intermediary for assured benefit but did not get any response. When the complainant realised that he was cheated he then approached RI for refund of premium. But the request was turned down by RI as it was beyond the free look period.

Contention of the Respondent:

As per SCN, the subject policy was issued on receipt of duly signed application, KYC, and an initial premium. The RI conducted a successful PIVC and the policy was dispatched to the policyholder in time i.e. on 02.03.2019 but he did not avail the free look option. The complainant raised his first complaint on 04.02.2022 after expiry of free look period and over two years and ten months. The policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions. The complainant purchased the subject policy on 28.02.2019 with an expectation of bonus and additional benefits. RI received the complaint much beyond the prescribed free look period. The complainant raised the complaint on 10.12.2021 i.e., after an inordinate and unjustified delay of two years and nine months. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0767

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0040/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajesh Anil Joshi
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-014-2223-0489
AWARD NO:IO/PUN/A/LI/0043/2023-2024

1.	Name & Address Of The Complainant	Rajesh Anil Joshi A-701 Glory Co Op Hsg Soc Ltd Rajaji Path, Near Mhatre Nagar Bus Stop Dombivli East							
2.	Type Of Policy: Life Policy Details:								
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	
	010007064E	1134740	28-Dec-2020	28-Dec-2032	28-Dec-2020	86735	12/Y	12	
	010010481E	850371	25-Feb-2021	25-Feb-2033	25-Feb-2021	64999	12/y	12	
3.	Name of insured		Rajesh Anil Joshi						
4.	Name of the insurer/broker		Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint		23-Aug-2022						
6.	Nature of Complaint		MIS SALE						
7.	Amount of Claim		0.00						
8.	Date of Partial Settlement								
9.	Amount of relief sought		0						
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing		24-Apr-2023						
	Place of hearing		Pune						
12.	Representation at the hearing								
	a)For the Complainant		Shri Rajesh Joshi						
	b)For the Insurer		Ms. Shivani Sharma						
13.	Complaint how disposed		Partially Allowed						

COMPLAINT REF: NO: PUN-L-014-2223-0489

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of interest free loan on purchase of new policies. The complainant claims to have been compelled to purchase eleven policies with a total annual premium of Rs.622498/- from four different insurers. He wants cancellation of all the policies and refund of premium. Max life and PNB Met life accepted the request and refunded the money.

Contention of the complainant:

The complainant contended that he availed two policies from Respondent Insurer (hereafter referred to as RI) with an annual premium of Rs.151734/- on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant feels cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premiums. The RI conducted a successful PIVC and the policies were delivered on 01.01.2021 and 02.03.2021 respectively, but the free look option was not availed. The complainant raised his first complaint with RI on 03.08.2021 after a delay of 6 months for cancellation of policies and refund of premiums. The policies are currently in a lapsed condition due to non-receipt of subsequent premiums

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of interest free loan. The complainant raised the issue within a reasonable span of five months. The subject policies are currently in lapsed condition.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-014-2223-0489

Taking in to account the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 01XXXX064E and 01XXXX481E on the life of the complainant and utilize the premiums received under the policies to issue a single premium policy in the name of the complainant Mr. Rajesh Joshi, with a term of 10 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire amount to the complainant. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0043/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Machindra Mane
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0500
AWARD NO:IO/PUN/A/LI/0039/2023-2024

1.	Name & Address Of The Complainant	Machindra Mane Flat No.I-501 Park Street Park Titanium, Wakad						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10527897	971000	30-Mar-2019	30-Mar-2034	30-Mar-2019	89972	15 / Y	10
3.	Name of insured		Machindra Mane					
4.	Name of the insurer/broker		IndiaFirst Life Insurance Co. Ltd.,					
5.	Date of receipt of the Complaint		25-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Machindra Mane					
	b)For the Insurer		Mr. Karan Bagdai					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of benefits and bonus on purchase of new policies. The complainant claims to have been compelled to purchase two policies from two different insurers with a total annual premium of Rs.188972/- from insurer. He wants cancellation of policies and refund of premiums.

Contention of the complainant:

The complainant contended that he availed multiple policies from multiple insurers to support his friend forgetting maturity benefit to him. He further contended that he was given false promises bonus up to Rs. 5 Lakh and some additional benefits on the purchase of new policies. The current complaint involved one policy from Respondent Insurer (hereinafter referred to as RI) with an annual premium of Rs.89972/-.The complainant followed up with the intermediary for assured benefit but did not get any response. When the complainant realised that he was cheated he then approached RI for refund of premium. But the request was turned down by RI as it was beyond the free look period.

Contention of the Respondent:

As per SCN, the subject policy was issued based on duly signed proposal form, benefit illustration, other relevant documents & initial premium deposit. PIVC and Welcome call on was successfully made wherein terms and benefits of the policy was clearly conveyed to the complainant. No concern was raised at that point of time. The Policy document was delivered on 10.04.2019, but the complainant did not avail the free look period. First complaint filed with the RI was on 10.01.2022 after a lapse of more than two years and ten months from issuance of policy. The policyholder paid only initial premium under the subject policy. As such policy is currently in lapsed condition.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions. The complainant purchased the subject policy on 30.03.2019 with an expectation of bonus and additional benefits. RI received the complaint much beyond the prescribed free look period. The complainant raised the complaint on 10.12.2021 i.e., after an inordinate and unjustified delay of two years and eight months. The subject policy is currently in lapsed condition.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0500

Taking into account all the facts and circumstances of the case, the Forum does not find any merit in the complaint. As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0039/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajesh Anil Joshi
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: PUN-L-024-2223-0487
AWARD NO:IO/PUN/A/LI/0044/2023-2024

1.	Name & Address Of The Complainant	Rajesh Anil Joshi A-701 Glory Co Op Hsg Soc Ltd Rajaji Path, Near Mhatre Nagar Bus Stop Dombivli East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	71499967	220000	26-Oct-2020	26-Apr-2035	26-Oct-2020	22990	15/Y	08
	71433650	410000	12-Aug-2020	12-Aug-2035	12-Aug-2020	58938	15/Y	08
	70912761	1498000	06-Mar-2019	06-Mar-2034	06-Mar-2019	96836	15/Y	15
3.	Name of insured	Rajesh Anil Joshi						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	23-Aug-2022						
6.	Nature of Complaint	MIS SALE						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	24-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Rajesh Joshi						
	b)For the Insurer	Mr. Karan Bagdai						
13.	Complaint how disposed	Partially Allowed						

COMPLAINT REF: NO: PUN-L-024-2223-0487

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of interest free loan on purchase of new policies. The complainant claims to have been compelled to purchase eleven policies with a total annual premium of Rs.622498/- from four different insurers. He wants cancellation of all the policies and refund of premium. Max life and PNB Met life accepted the request and refunded the money.

Contention of the complainant:

The complainant contended that he availed four policies from Respondent Insurer (hereafter referred to as RI) with an annual premium of Rs.231762/- on allurement of interest free loan. The complainant followed up with the intermediary for loan but did not get any response. The complainant feels cheated and wants refund of premiums.

Contention of the Respondent:

As per SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premiums. The RI conducted a successful PIVC and the policies were duly delivered but the free look option was not availed. The complainant raised his first complaint with RI on 28.07.2021 after a delay of 11 months from issuance of policy bearing no.71433650, for cancellation of policies and refund of premiums. The two policies bearing nos. 70912761 and 71433650 are currently in a lapsed condition due to non-receipt of subsequent premiums. The policy no. 71499967 does not belong to the complainant and it belongs to an insured named Mr. Omkar Sahastrabudhe (colleague). Further with regards to policy no. 71047103, RI had already received a surrender request from the complainant and accordingly RI had refunded the surrender value of Rs.73318.24/- as per the terms and condition of the policy on 09.11.2021.

Observation and conclusions:

During the hearing over video conference on 24.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies with an expectation of interest free loan. RI received the complaint beyond the prescribed free look period. The intermediary is currently inactive with RI. The complaint pertaining to policy bearing no. 71XX9967 on the life of Mr. Omkar Sahastrabudhe cannot be considered by the Forum as it is third party complaint. As informed by RI the policy bearing no. 71XX7103 on the life of Mrs. Sharmila Joshi has been already surrendered and the Life Assured has received the payout. Thus, the complaint is restricted to the two policies bearing nos. 70XX2761 and 71XX3650 which are currently in lapsed condition.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-024-2223-0487

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 70XX2761 and 71XX3650 on the life of the complainant and utilize the premiums received under the policies to issue a single premium policy in the name of the complainant Mr. Rajesh Joshi, with a term of 05 years from new date of commencement, lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI doesn't have a single premium plan as per the above criteria, then RI needs to refund the entire amount to the complainant. The complainant must provide all documents required to issue the single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

The complaint pertaining to policy no. 71XX9967 on the life of Mr. Omkar Sahastrabudhe is dismissed.

The complaint pertaining to policy no. 71XX7103 on the life of Mrs. Sharmila Joshi is dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers .

AWARD NO:IO/PUN/A/LI/0044/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Alka Chauhan
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-017-2223-0456
AWARD NO:IO/PUN/A/LI/0038/2023-2024

1.	Name & Address Of The Complainant	Alka Chauhan Rustamji Acura BuildingB/2802,28th Floor Near Vrindavan Soc,Thane West						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01218959	1471887	30-Jun-2014	30-Jun-2029	30-Jun-2014	145001	15 / Y	10
	01217587	1196826	26-Jun-2014	26-Jun-2030	26-Jun-2014	100000	16 / Y	10
3.	Name of insured		Alka Chauhan					
4.	Name of the insurer/broker		Future Generali India Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		Mis sale					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Mrs. Alka Chavan and Mrs. Pinky Chavan					
	b)For the Insurer		Mr. Ankur Dixit					
13.	Complaint how disposed		Partially Allowed					

COMPLAINT REF: NO: PUN-L-017-2223-0456

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of bonus on old lapse policies. The complainant claims to have been compelled to purchase nine policies on her and her son's life with an annual premium of Rs.987933/- from several insurers. He wants refund of premiums.

Contention of the complainant:

The complainant contended that she availed two policies with an annual premium of Rs.245001/- from the Respondent Insurer (hereinafter referred to as RI) on allurement of bonus of Rs. 5 Lakh on old policy. The complainant followed up with the intermediary for payment of the bonus amount but did not get any response. The complainant felt cheated and wants cancellation of the policies and refund of premium.

Contention of the Respondent:

As per the SCN, the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies dispatched on 28.06.2014 and 03.07.2014 respectively and duly delivered but the free look option was not availed. The complainant raised her first complaint on 09.09.2014 which was beyond the free look period. The policies are currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies through AB Insurance Broker with an expectation of bonus on previous policy. The broker is currently not active with RI. RI received the complaint for the first time on 09.09.2014 after a delay of three months and again on 23.08.2021 after seven years from the date of issuance of the last policy which is much beyond the prescribed free look period. The complainant paid only initial premium under the subject policies.

However, considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-017-2223-0456

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 01XX8959 and 01XX7587 on the life of the Mr. Omkar Chavan, son of the complainant, and utilize the premiums received under the said policies and issue a single premium policy in the name of Life Assured Mr. Omkar Chavan, with a term of 10 years from new date of commencement, with lock-in period of 5 years and without free look cancellation clause. The new policy must be under direct code with no commission to be paid on this new policy.

If RI does not have a single premium plan as per the above criteria, then RI needs to refund the entire premium amount to the complainant. The complainant must provide all documents required to issue a single premium policy within 30 days from date of receiving the award.

If complainant does not comply within the stipulated time for submission of the documents for the issuance of the said single premium policy, this issue of fresh single premium policy would be closed, and the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

AWARD NO:IO/PUN/A/LI/0038/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajesh Talele
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: PUN-L-008-2223-0460
AWARD NO:IO/PUN/A/LI/0041/2023-2024

1.	Name & Address Of The Complainant	Rajesh Talele Plot No.182 Near C.M.S School,Section No.28 Pradhikaran Nigdi						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	501-8917798	340142	28-Mar-2019	28-Mar-2031	29-Mar-2019	30000	12/Y	12
	501-9118834	291922	14-May-2019	14-May-2031	14-May-2019	25000	12/Y	12
3.	Name of insured		Rajesh Talele					
4.	Name of the insurer/broker		Bharti AXA Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		11-Aug-2022					
6.	Nature of Complaint		MIS SALE					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		20-Apr-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Shri Rajesh Talele					
	b)For the Insurer		Ms. Radhika Lodha					
13.	Complaint how disposed		Allowed					

COMPLAINT REF: NO: PUN-L-008-2223-0460

Brief Facts of the Case:

The complainant was approached by intermediaries with a promise of loan on purchase of new policies. The complainant needed loan. The complainant claims to have been compelled to purchase two policies with a total annual premium of Rs.55000/-from Respondent Insurer (Hereinafter referred to as RI). He wants cancellation of policies and refund of premiums.

Contention of the complainant:

The complainant contended that he availed two policies from RI on allurement of loan. The complainant followed up with the intermediary for loan but did not get any response. Complainant also alleged for wrong income mentioned in proposal form. The complainant felt cheated and wants refund of premiums.

Contention of the Respondent:

As per the SCN the subject policies were issued on receipt of duly signed application, KYC, and the initial premium. The RI conducted a successful PIVC and the policies were delivered on 20.05.2019 and 01.04.2019 respectively, but the free look period was not availed. The complainant raised his first complaint on 21.02.2022 after a delay of two years to RI. The policies are currently in lapsed condition due to non-receipt of subsequent premiums.

Observation and conclusions:

During the hearing over video conference on 20.04.2023, both parties reiterated their earlier submissions.

The complainant informed that he purchased the subject policies with an expectation of getting loan as promised by broker. The complainant approached RI on 26.06.2019 within a reasonable period of one month and twelve days from issuance of the last policy. Only initial premiums were paid under the subject policies.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-008-2223-0460

Taking in to account all the facts and circumstances of the case, the Forum directs Respondent Insurer to cancel the policies bearing nos. 50X-XXX7798 on the life of the complainant and 50X-XXX8834 on the life of Smt. Suchita Talele, wife of the complainant and refund the premium received under the said policies to the respective policyholders.

RI must comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate as applicable, from the date of award to the date of actual payment. For Bank rate, refer IRDAI(Protection of Policyholders' Interests) Regulations, 2017.

Hence the complaint is allowed.

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers .

AWARD NO:IO/PUN/A/LI/0041/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - MEGHA SWARUP
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1287
AWARD NO: IO/NOI/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	MEGHA SWARUP Tower- P4, Flat no. 1122, Ashiana Palm Court, Raj Nagar Extension, Ghaziabad- 201003						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24081746	3000000	18-Dec-2021	18-Dec-2036	18-Dec-2021	0		
3.	Name of insured	MEGHA SWARUP						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	27-Feb-2023						
6.	Nature of Complaint	MISSELLING						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Ms Megha Swarup (Self)						
	b) For the Insurer	Ms Priya Dwivedi (Deputy Manager- Legal)						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The subject policy was issued to the Complainant on 18.12.2021 wherein a premium amount of Rs.3,00,000/- +GST was payable annually for 7 years and the policy would mature after 15 years. She states that the policy was mis-sold to her after the agent mis-guided her father stating that it was a single premium policy. Since her father was not of insurable age, she was made proposer and life assured without her consent. She approached the Insurance Company on 13.01.2023 for policy cancellation and premium refund which was declined by them vide email dtd. 27.01.2023 stating that the request was made after the free look period of 15 days and that the policy was issued post completion of all necessary formalities.

Contention of the complainant:

The Complainant states that she is a victim of mis-selling and fraud. The agent had mis-guided her father stating that it was a single premium policy. Since her father was not of insurable age, she was made the proposer and life assured. She states that she is a housewife with no income and it is beyond her capacity to regularly pay a premium of Rs.3 lakhs. She states that the agent had never met them and the policy was solicited over phone. She states that fraud was done with her father and she has been made proposer/ life assured without her consent. The policy was mis-sold to her without checking her income and on the basis of wrong information. Since she is a housewife, she will never willingly agree to buy a policy with such high premium which she cannot afford. She states that she did not receive any verification call from the Insurance Company and that she had not signed any declaration or ECS form. The agent had deliberately delivered the policy documents to her home town where her father resides as post marriage, she resides in Ghaziabad. She was, therefore, unable to check the policy documents or approach the Insurance Company within the free look period. She approached the Insurance Company for policy cancellation and premium refund on 13.01.2023 which was rejected by them on 27.01.2023 citing policy terms and conditions.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 06.04.2023, has highlighted the following points :

- The subject policy was issued to the Complainant on 18.12.2021 after submission of duly completed proposal form along with declaration forms, first annual premium installment of Rs.3,06,750/-, and after understanding the features, investment risks, charges, benefits and terms and conditions thereof mentioned in the proposal forms.
- Free Look Period of 15 days was available to the complainant post receipt of policy documents to apply for cancellation of the policy in case he/she was not satisfied with the same.
- There was a successful PIVV (Pre-Issuance Video Verification) call whereby the complainant was duly intimated the premium paying term, policy term and frequency of premium payment. She did not raise any concern then rather provided her consent.
- The Complainant approached the Insurance Company on 13.01.2023, i.e. after the expiry of free look period, alleging mis-selling that the policy was wrongly sold to her as single premium policy and that she is a housewife with no source of income and requested for cancellation of the policy and refund of premium. The Company declined her request vide email dtd. 27.01.2023 stating that the policy was issued on the basis of duly completed proposal form and declaration along with receipt of initial premium amount.
- The Company declined the cancellation request based on the following observations:
 - i) Policy Document was timely delivered on 04.01.2022
 - ii) Declaration was confirmed via OTP
 - iii) The complainant had submitted the ITR at the time of policy issuance
 - iv) Free Look Cancellation was not availed by the Insured post receipt of policy documents
 - v) Welcome call / PIVV call was recorded and successful wherein the policy details were discussed and there were no concerns raised by the complainant.
 - vi) The policy was issued in December 2021 and request for cancellation was made in January 2023.
- The Insurance Company made every possible effort to provide the details of the policy and there were no concerns raised till after more than a year of policy issuance.
- The complainant states that she is a housewife with no source of income yet she had submitted her ITR at the time of policy issuance. Further, medical tests were conducted at the time of policy issuance which proves that she was well aware of the policy terms and conditions.

Therefore, the complainant has failed to make a valid case against the Insurance Company and the complaint lacks merit and there is no adjudicable grievance against them.

Observation and conclusions:

Hearing in the subject case was scheduled on 13.04.2023. Both, the complainant and representative of the Insurance Company were present and had reiterated their submissions.

The subject policy was issued to the Complainant on 18.12.2021, wherein a premium amount of Rs.3,00,000/- +GST was payable annually for

7 years and the policy would mature after 15 years. She states that the policy was mis-sold to her after the agent misguided her father, stating that it was a single premium policy. She approached the Insurance Company on 13.01.2023, i.e. after more than a year of policy issuance, alleging mis-selling stating that the policy was wrongly sold to her as a single premium policy. She had, therefore, requested for cancellation of the policy and refund of premium. The Company declined her request vide email dtd. 27.01.2023, stating that the policy was issued on the basis of duly completed proposal form and declaration, which was confirmed via OTP, along with receipt of initial premium amount.

The Insurance Company submits that the complete policy document was delivered to her on 04.01.2022 and Free Look Period of 15 days was available to reconsider the policy benefits. However, no concerns were raised by her during that period. Moreover, medical tests were conducted at the time of policy issuance. She had also submitted the ITR and there was a successful welcome call at the time of policy issuance. However, she states that she is a housewife with no source of income and it is beyond her financial capacity to continue with the policy with such high premium.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-033-2223-1287

Taking into account the oral submissions made by both the parties and the documents available on record, both the parties have agreed at cancellation of the subject policy and issuance of a Single Premium policy with 5-yearsâ€™ lock-in period and without Free-Look option, by adjusting the already paid premium amount.

In this regard, the Mediation/ Conciliation Agreement has been signed by both the parties consenting to the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/R/LI/0001/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - VISHWAJIT SHARMA
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: NOI-L-008-2223-1326
AWARD NO: IO/NOI/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	VISHWAJIT SHARMA 803-C, GULMOHAR GREEN, LONI ROAD, MOHAN NAGAR,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-7138576	0			03-Sep-2020	0		
3.	Name of insured	VISHWAJIT SHARMA						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	79999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Self						
	b) For the Insurer	Ms. Riya Daga, Asstt. Manager Legal						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

This is a complaint filed by Sh. Vishwajit Sharma against the decision of Bharti AXA Life Ins. Co. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that the instant policy was mis-sold to him by the company's agent on a false promise of granting interest free loan against purchase of insurance policy. After he purchased the policy the agent stopped taking his calls. Few days later he again called and said that the loan amount is ready for disbursement and sold another policy in the name of loan processing fee. The agent guided him not to disclose about the loan, during the verification call from the company. He has deposited the amount in the policy by borrowing money from his friend. Due to covid, he was not able to file the complaint in time. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide their email dtd. 30-03-2023 submitted that, as a customer service gesture, the Company has relooked into the present matter and is ready to settle the matter by way of converting the premium amount paid against the captioned policy into a new ULIP single premium policy with a lock-in of five years and no free-look period, provided the complainant pays the balance amount to make the single premium of Rs. 1,00,000/- and ensures that he will not file any complaint against the Company in this regard in future.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted in Para 18 above.

It is observed that the policy bond of the subject policy was delivered to the complainant on 12.09.2020 and he applied for cancellation of policy on 24.06.2022, i.e. after 01 years and 09 months of receipt of policy documents. As per the proposal form, the complainant, at the time of taking policy, was 43 years old, post-graduate, having annual income of Rs.5 Lacs from salary (HCL Tech. Ltd.). The complainant has not submitted any evidence of mis-selling. The Company has offered to settle the matter by way of converting the premium amount paid against the captioned policy into a new ULIP single premium policy with a lock-in of five years and no free-look period, provided the complainant pays the balance amount to make the single premium of Rs. 1,00,000/-. The complainant accepted the offer and both the parties signed the conciliation agreement.

In view of the above facts and circumstances, the offer by the Company is just, fair and transparent to make recommendations about the settlement of the complaint as full and final on the basis of mutual agreement between both the parties.

Accordingly, the complainant will deposit the balance amount to make the single premium of Rs. 1,00,000/- and the insurer shall cancel the instant policy and issue a fresh single premium policy with a lock-in period of 5 years without free-look option within 15 days of receipt of the recommendation under intimation to this Office.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-008-2223-1326

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurer. Accordingly, the complainant will deposit the balance amount to make the single premium of Rs. 1,00,000/- and the insurer shall cancel the instant policy and issue a fresh single premium policy with a lock-in period of 5 years without free-look option.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0003/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - SIPRA DAS
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1329
AWARD NO: IO/NOI/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	SIPRA DAS D/O.PARESH CHANDER DAS, D-63-B,SECTOR-15,NOIDA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24335310	0			10-May-2022	0	84 yrs	5 yrs
3.	Name of insured	ANIDIPA DAS						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	15-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	499999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Self						
	b)For the Insurer	Ms. Priya Dwivedi, Manager Legal						
13.	Complaint how disposed							

Brief Facts of the Case:

This is a complaint filed by Smt. Sipra Das against the decision of PNB Metlife India Ins. Co. P.Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that she had been mis-sold the instant policy by the company's representative, who said that it is a onetime policy and she will get interest of Rs.20000/- per month till the age of 100 years. She trusted the agent because she has a Bank account in PNB, which is a trusted brand. She was shocked, when she received only Rs.4185/- in the 1st month. After that she immediately called the agent and asked for cancellation of the policy. The agent, every time, promised that she would get the remaining amount. When she checked with PNB Metlife office, she came to know that the agent has not submitted any application for cancellation of the policy. She is a 70 year old unmarried senior citizen. Her health condition is not well and she doesn't have any source of income and is not in a position to continue the policy. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide SCN dtd. 10-04-2023 denied the allegations and contended that the Complainant had submitted duly signed proposal form along with declaration forms on 10/05/2022 along with payment of Rs. 4,89,233.53 (annual installment). After completely understanding the features, investment risks, charge, benefits, and terms & conditions thereof mentioned in the proposal forms.

The Policy Documents were dispatched on 16.05.2022 through bluedart courier no.- 39443021461 and the same was delivered to the complainant on 04.06.2022. As per Part D (1) of the Policy document pertaining to the Free Look Period, after receiving the policy document, if anything found contrary to the understanding of the policyholder about the policy terms and conditions, he/she can apply for the cancellation of the policy within 15 days from the date of receipt of the policy document. The said window period is called "FREE-LOOK PERIOD". In such an event, the insurance company refunds the premium amount after deducting charges as applicable. The Company did not receive any objection from the Complainant within the free look period.

At the time of issuance there is successful PIVV call with the lady/policy Owner. The Complainant did not raise any concern during the PIVV call. The Complainant provides her consent.

The Complainant purchase plan MetLife Century Plan 100 YRS in which as per product terms and conditions cash bonus pay-out of Rs. 41,850 approximately (10 monthly installment @ Rs.4185.60) made to the Complainant /Policy Owner.

Thereafter, expiry of free look period and receiving pay-out on monthly mode, the Complainant approached the Company on 21/11/2022 and alleged miss-selling that policy mis-sold to her as single premium plan. The Company declined the case on 30/11/2022 stating that the said policies were issued by the company on 10/05/2022 respectively on the basis of the information on the duly filled proposal forms along with initial premium received towards issuance of this life insurance policy.

Considering all the facts, that the company did not receive any concern till 21/11/2022 which is six months year after policy issuance, Company was unable to accede to the request of cancelling the policy and refunding the premiums.

In reference to aforesaid facts and circumstances, the Company had not violated any terms and conditions of policy and had not done any act which results in deficiency of service.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted in Para 18 above.

It is observed that the policy bond of the subject policy was delivered to the complainant on 04.06.2022 and she applied for cancellation of policy on 21.11.2022 i.e. after 05 months of receipt of policy documents. Ms. Anidipa Das, granddaughter of the complainant is life assured in the policy. As per the proposal form, the complainant, at the time of taking policy, was 69 years old, graduate, having annual income of Rs. 12 Lacs (self-employed – Journalist). However, the complainant, during the course of hearing, submitted that she doesn't have any running source of income and she is not in a position to pay such a huge premium of nearly Rs. 5 Lakhs every year. The company has paid Cash bonus @ Rs. 4185.60 for 10 months to the complainant, starting from 10.06.2022 to 10.03.2023, as per the terms and condition of the policy.

The complainant could not produce any evidence of mis-selling during the course of hearing. However, citing the financial hardship of a 70 years old lady, the insurer is directed to cancel the instant policy and refund the premium amount paid against the policy after deducting cash bonus paid against the policy till date, admissible administrative charges and mortality charges.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1329

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the instant policy and refund the premium amount paid against the policy, after deducting cash bonus paid against the policy till date, admissible administrative charges and mortality charges.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0012/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - CHHIDDI
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1320
AWARD NO: IO/NOI/A/LI/0011/2023-2024

1.	Name & Address Of The Complainant	CHHIDDI S/O.DAULAT, VILL-MURADGARHI, PO.RABUPURA, P.S.RABUPURA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23407449	0			31-Aug-2020	0	15	07
3.	Name of insured	CHHIDDI						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	16-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1000000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Self						
	b)For the Insurer	Ms. Priya Dwivedi, Manager Legal						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

This is a complaint filed by Sh. Chhiddi against the decision of PNB Metlife India Ins. Co. P. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that he had opened a Bank Account in Punjab National Bank, when received a compensation amount. He received a call from the bank and they suggested opening a fixed deposit for Rs. 5 Lakhs. He agreed to that and the amount of Rs. 5 Lakhs was deducted from his bank account on 13.08.2020. After that he was surprised to know that on 17.08.2021 Rs. 5 Lakhs was again deducted from his account. He has never received any FD certificate or Policy Bond. He is in need of money for the marriage of his son. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide SCN dtd. 11-04-2023 denied the allegations and contended that the Complainant had submitted duly signed proposal form on 31/08/2020 along with payment of Rs. 489233.54 (annual installment). After completely understanding the features, investment risks, charge, benefits, and terms & conditions thereof mentioned in the proposal forms.

Policy Document along with the Key Features was dispatched on 01.10.2020 through Speedpost no. - EA174704614IN and the policy pack delivered to the complainant's registered address on 09.10.2020. As per Part D (1) of the Policy document pertaining to the Free Look Period, after receiving the policy document, if anything found contrary to the understanding of the policyholder about the policy terms and conditions, he/she can apply for the cancellation of the policy within 15 days from the date of receipt of the policy document. The said window period is called "FREE LOOK PERIOD". In such an event, the insurance company refunds the premium amount after deducting charges as applicable. The respondent did not receive any objection from the Complainant within the free look period.

Later, after expiry of free look period and after 3 years, the Complainant approached the Company on 11/01/2023 and alleged miss-selling that policy wrongly miss-sold to him and his renewal installment has also been deducted without his consent and filed request for cancellation and due to his financial condition as according to him he was arranging funds for his daughter's marriage. The Company raised requirement of bank statement on 25/01/2023. The Complainant again approached on 03/03/2023 and submitted required documents. The Company decline the case as the said policy was issued by the company on 31/08/2020 and the Company did not receive any concern till 11/01/2023 which is 2 years 4 months after issuance of the policy.

Therefore, the reliefs sought by the Complainant in his complaint are denied as false, unsustainable and without any merits.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted in Para 18 above.

It is observed that the policy bond of the subject policy was delivered to the complainant on 09.10.2020 and he applied for cancellation of policy on 11.01.2023 i.e. after 02 years and 03 months of receipt of policy documents. However, the complainant has alleged that he has not received the Policy Bond. As per the proposal form, the complainant, at the time of taking policy, was 60 years old, 10th pass, having annual income of Rs.16.20 Lakhs from business (Garment Shop owner). The complainant, during the course of hearing, submitted that he is an ordinary farmer and is not in a position to pay such a huge premium of Rs. 5 Lakhs every year. The 2nd year renewal premium of the policy has also been deducted from the complainant's bank account through direct debit.

The complainant could not produce any evidence of mis-selling during the course of hearing. However, citing the financial hardship of the complainant, the insurer was asked to offer a solution, if any. The Insurer offered to cancel the instant policy and issue a single premium policy for Rs. 5 Lakhs with lock-in period of 5 years without free-look option and refund the balance amount to the complainant from the amount paid against the instant policy. The complainant accepted the offer and submitted a written request to issue the fresh single premium policy on the life of his son, Sh. Subhash Singh.

Accordingly, the insurer shall cancel the instant policy and issue a single premium policy on the life of Sh. Subhash Singh son of Sh. Chhiddi (Complainant) for Rs. 5 Lakhs with lock-in period of 5 years without free-look option from the amount paid against the instant policy and refund the balance amount to the complainant.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1320

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the instant policy and issue a single premium policy on the life of Sh. Subhash Singh, son of Sh. Chhiddi (Complainant) for Rs. 5 Lakhs with a lock-in period of 5 years without free-look option from the amount paid against the instant policy and refund the balance amount to the complainant.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0011/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - KIRAN AGRAWAL
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1298
AWARD NO: IO/NOI/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	KIRAN AGRAWAL A-80, SHRI RADH PURAM, THANA HIGHWAY, MATHURA BANG,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24440526	2100000	16-Jul-2022	16-Jul-2051	16-Jul-2022	300000	29 years/Annual	6 years
3.	Name of insured		KIRAN AGRAWAL					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		23-Feb-2023					
6.	Nature of Complaint		MISSELLING					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		13-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Absent					
	b) For the Insurer		Ms Priya Dwivedi (Deputy Manager- Legal)					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The subject policy was issued to the Complainant on 16.07.2022 wherein a premium amount of Rs.3,00,000/- +GST was payable annually for 6 years and the policy would mature after 29 years. She states that the policy was missold to her by PNB bank on the pretext of higher interest rate than Fixed Deposit. She states that she is a 70 year old individual and the policy would mature when she would be 99 years old. Her husband is 80 years old and is suffering from Parkinson's Disease and would be 108 years old at the time of maturity of the policy. She states that their only source of income is her husband's pension and interest on savings. She first approached the Insurance Company on 07.10.2022 for policy cancellation and premium refund which was declined by them vide email dtd. 11.10.2022 stating that the request was made after the free look period of 15 days and that the policy was issued post completion of all necessary formalities. She again approached them on 01.01.2023 for cancellation which was again rejected by them on 16.01.2023.

Contention of the complainant:

The Complainant states that she is a victim of mis-selling and fraud. The manager at PNB Bank had misguided her and sold the subject policy stating that the interest rate will be higher than fixed deposit. However, when the policy document was received, the policy term was 29 years and the premium of Rs.3,00,000/- was payable annually for 6 years. She states that the policy was missold to her by PNB bank on the pretext of higher interest rate than Fixed Deposit. She states that she is a 70 year old individual and the policy would mature when she would be 99 years old. Her husband is 80 years old and is suffering from Parkinson's Disease and would be 108 years old at the time of maturity of the policy. She states that their only source of income is her husband's pension and interest on savings. The subject policy was not feasible for her to continue and she had therefore, requested the Insurance Company for cancellation and premium refund which was rejected by them citing policy terms and conditions. She also approached her bank for resolution but to no avail.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 06.04.2023, has highlighted the following points :

- The subject policy was issued to the Complainant on 16.07.2022 after submission of duly completed proposal form along with declaration forms, first annual premium installment of Rs.3,00,000/-, and after understanding the features, investment risks, charges, benefits and terms and conditions thereof mentioned in the proposal forms. The policy is currently active.
- Free Look Period of 15 days was available to the complainant post receipt of policy documents on 03.08.2022, to apply for cancellation of the policy in case he/she was not satisfied with the policy benefits.
- There was a successful PIVV (Pre-Issuance Video Verification) call/ Welcome call whereby the complainant was not ready to listen to anything stating that she was completely aware about the policy details. She did not raise any concern then rather provided her consent.
- The complainant first approached the Insurance Company on 07.10.2022, i.e. after the expiry of free look period and two months of policy issuance, requesting for cancellation of her policy and refund of premium as her financial condition was unstable. The Company declined her request on 11.10.2022 stating that the free look period of 15 days had already elapsed. Had she approached the Company in the free look period, she would have been entitled to the value of the units in the Unit account subject to deduction of the expenses incurred on medical examination and stamp charges.
- She again approached the Insurance Company on 01.01.2023 and wrote to IRDAI alleging mis-selling stating that the policy was mis-sold to her as fixed deposit of high interest rate. The Company declined her request on 16.01.2023 stating that the policy was issued based on the duly completed proposal form and receipt of initial premium amount.
- The Company declined the cancellation request based on the following observations:
 - i) Policy Document was timely delivered on 03.08.2022
 - ii) Declaration was signed and confirmed via OTP
 - iii) The complainant had inquired about the Fund Value in the past and alleged mis-selling later. No documentary evidence was provided in support of her allegation.
 - iv) Free Look Cancellation was not availed by the Insured post receipt of policy documents
 - v) PIVV call was successful
 - vi) Email ID was also updated before raising the complaint
- As part of their transparency philosophy, they had shared the online verification link that is sent to all their customers before issuing the policy, to ensure that the customers are adequately informed about the policy details and to address any concerns they might have. However, no concerns were raised by her during the PIVV call.
- The Insurance Company has maintained complete transparency with regard to the subject policy, at all stages, by disclosing all necessary information about the contract. They did not receive any concerns from the complainant till 07.10.2022, i.e. till after 2 months of policy issuance.

- Medical tests were conducted at the time of policy issuance.

Therefore, the complainant has failed to make a valid case against the Insurance Company and the complaint lacks merit and there is no adjudicable grievance against them.

Observation and conclusions:

Hearing in the subject case was held on 13.04.2023. The representative of the Insurance Company was present, but the Complainant was absent despite the fact that Hearing Notice dtd. 05.04.2023 was sent to her via Speed Post and reminder email was sent on 10.04.2023 and 12.04.2023. She also did not submit the duly completed and signed Annexure VI-A, which she was asked to submit vide letter dtd. 17.03.2023 whereby the complainant was clearly informed that :

“You shall send your written consent in terms of Rule 13(2) of The Insurance Ombudsman Rules, 2017 for Ombudsman to act as a mediator between yourself and Company and give recommendation for the resolution of the complainant”.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1298

Therefore, non-submission of Annexure VI-A and absence of the Complainant on the scheduled date of hearing implies her disinterest in pursuing the subject complaint. Accordingly, the complaint stands dismissed without examining the merits of the case.

AWARD NO:IO/NOI/A/LI/0004/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - VISHAL KUMAR GUPTA
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: NOI-L-008-2223-1327
AWARD NO: IO/NOI/R/LI/0007/2023-2024

1.	Name & Address Of The Complainant	VISHAL KUMAR GUPTA S/O.LT.KUNWARPAL GUPTA, ASHOK NAGAR, CHADAUSI, DEWAR KHERA BANIA KHERA,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1827109	0			22-Sep-2020	0		
3.	Name of insured	VISHAL GUPTA						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	49999						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Absent						
	b) For the Insurer	Ms. Riya Daga, Asstt. Manager Legal						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

This is a complaint filed by Sh. Vishal Kumar Gupta against the decision of Bharti AXA Life Ins. Co. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that the instant policy was mis-sold to him over phone call on a false promise of recovery of money of his existing policy by the company's agent. The agents mis-sold him multiple policies of different companies on the pretext of release of the previously sold policies. His monthly income is Rs. 40,000/-only and he is not a position to pay the premiums. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide their email dtd. 30-03-2023 submitted that, as a customer service gesture, the Company is ready to settle the matter by way of refunding the premium amount paid against the captioned policy provided that the complainant does not file any other complaint against the Company in this regard.

Observation and conclusions:

Before the hearing, the insurance company, vide their email dtd. 30.03.2023, offered the complainant to settle the matter by refunding the premium amount paid under the policy. The complainant, vide his email dated 06.04.2023 agreed to the settlement offer and accepted the same. In view of the above facts and circumstances, I feel it is just, fair and equitable to make recommendations about the settlement of the complaint as full and final on the basis of mutual agreement between both the parties.

Accordingly, the insurer shall refund the premium amount paid under the instant policy within 15 days of receipt of the recommendation under intimation to this Office.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-008-2223-1327

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurer. Accordingly, the Insurer shall refund the premium amount paid under the instant policy. The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0007/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - KHAGENDRA KUMAR SENGAR
VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1328
AWARD NO: IO/NOI/A/LI/0006/2023-2024

1.	Name & Address Of The Complainant	KHAGENDRA KUMAR SENGAR HOUSE NO-124, SECTOR-1, KAMNA VAISHALI						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24163480	0			27-Jan-2022	0	20 yrs	10 yrs
3.	Name of insured		KHAGENDRA KUMAR SENGAR					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		15-Mar-2023					
6.	Nature of Complaint		Mis-selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		30000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		13-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Self					
	b) For the Insurer		Ms. Priya Dwivedi manager Legal					
13.	Complaint how disposed		Award					

Brief Facts of the Case:

This is a complaint filed by Sh. Khagendra Kumar Sengar against the decision of PNB Metlife India Ins. Co. P. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that the instant policy was mis-sold to him on a false promise of bonus of Rs. 1.75 Lakhs, which can be redeemed after 1 year of purchase of the policy. The policy was sold to him over phone and he never received any verification call from the company before issuance of the policy. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide SCN dtd.09-09-2022 denied the allegations and contended that the Complainant had submitted duly signed proposal form on 27/01/2022 along with payment of Rs. 30675/- (annual installment). After completely understanding the features, investment risks, charges, benefits, and terms & conditions thereof mentioned in the proposal forms.

The Policy Document was dispatch to the complainant on 04/Feb/2022 via Bluedart Courier no.- 39183726643 and the same was delivered on 09/Feb/2022. As per Part D (1) of the Policy document pertaining to the Free Look Period, after receiving the policy document, if anything found contrary to the understanding of the policyholder about the policy terms and conditions, he/she can apply for the cancellation of the policy within 15 days from the date of receipt of the policy document. The said window period is called "FREE LOOK PERIOD". In such an event, the insurance company refunds the premium amount after deducting charges as applicable. The Company did not receive any objection from the Complainant within the free-look period.

A successful PIVV call was made to the Complainant/Policy Owner Complainant whereby the Complainant was duly intimated the premium paying term, policy term and frequency of the premium and the Complainant did not raise any concern during the welcome call.

Thereafter, expiry of free-look period the Complainant approached the Company on 25/01/2023 alleged miss-selling that policy wrongly sold to him and false promises given by the agent. The Company replied on 01/02/2023 stating that please elaborate the false promise given by the agent. The Complainant again approached the Company and escalated the matter on social media on 25/01/2023. The Company decline the case on 07/02/2023 stated that that the Company has duly investigated the concerns raised and the decision are based on careful consideration of policy related facts. The Company also dispatched policy related communications like Renewal Premium Notice to the registered mailing address. However, no concerns were raised on receipt of the communication(s) also.

Considering all the facts, the Company had not violated any terms and conditions of policy and had not done any act which results in deficiency of service.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted in Para 18 above.

It is observed that the policy bond of the subject policy was delivered to the complainant on 09.02.2022 and he applied for cancellation of policy on 25.01.2023, i.e. after 11 months of receipt of policy documents. The Company has submitted Call recording of PIVV, wherein the complainant has agreed at the basic features of the policy. The complainant could not produce any evidence of mis-selling during the course of hearing. However, in order to protect the hard earned money of the complainant, the insurer was asked to offer some solution. The Insurer offered for refund of premium paid under the instant policy after deduction of mortality charges and admissible administrative charges. In the given circumstances, the offer by the Company is just, fair and transparent.

It is observed that the policy bond of the subject policy was delivered to the complainant on 09.02.2022 and he applied for cancellation of policy on 25.01.2023, i.e. after 11 months of receipt of policy documents. The Company has submitted Call recording of PIVV, wherein the complainant has agreed at the basic features of the policy. The complainant could not produce any evidence of mis-selling during the course of hearing. However, in order to protect the hard earned money of the complainant, the insurer was asked to offer some solution. The Insurer offered for refund of premium paid under the instant policy after deduction of mortality charges and admissible administrative charges. In the given circumstances, the offer by the Company is just, fair and transparent.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1328

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the policy and refund of premium paid under the instant policy to the complainant after deduction of mortality charges and admissible administrative charges.

The complaint is disposed off accordingly.

**AWARD NO:IO/NOI/A/LI/0006/2023-2024
Date:17/Apr/2023**

**INSURANCE OMBUDSMAN
Noida**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - MOHD.SABIR
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: NOI-L-008-2223-1312
AWARD NO:IO/NOI/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	MOHD.SABIR H.NO.61,NASEERABAD COLONY, STREET NO.- 3,MAU ROAD, BYE PASS KHANDRI						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	503-3600916	0			25-Dec-2021	0	12 yrs	12 yrs
	503-3928804	0			28-Feb-2022	0	20 yrs	10 yrs
3.	Name of insured	MOHD.SABIR						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	231599						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Self						
	b)For the Insurer	Ms. Riya Daga, Asstt. Manager Legal						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

This is a complaint filed by Sh. Mohd. Sabir against the decision of Bharti AXA Life Ins. Co. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policies.

Contention of the complainant:

The complainant alleged that the agent/broker of the company has done Fraud with him by giving false promises and bonus on the purchase of a new Bharti Axa life policy. He was having two MAX Life Insurance policies from the past 6/7 years and was paying all the premiums on time as per the schedule. He received a call in Dec 2021 from an unidentified person introducing herself as Bhoomika and she mentioned that there is better Insurance policy with the other Insurance companies and quote an example Bharti Axa Life Insurance who is providing good benefits and returns on the policy. She suggested that his existing Max Life Policies funds and amounts can be transferred to the new Bharti Axa Life Insurance Policy and will also get bonus and additional benefits.

The agent said that she had registered his request on call with the IGMS/IRDAI officer and the Officer from IGMS/IRDAI will be calling her soon. He received the call again from an unidentified person introducing himself as Aditya Thakur calling himself as representative Officer from IGMS/IRDAI departments and he managed to convince him to take the 1st policy on false promises of fund transfer etc. during Dec 2021.

These guys manage to convince him to surrender his earlier existing Max Life policy and he received a partial amount as refund of surrender Max Life policy. However, it was promised that they have initiated the Approval policy internally with IGMS/IRDAI and Bharti Axa Life, so the remaining amount will be transferred to his account within the financial year by Jan 2023. Suddenly during year Feb 2022, the above said mentioned contact details told him that due to some challenges and limitations, Bharti Axa Life wanted that he should purchase additional policy from Bharti Axa Life with some higher amount then only they will manage to transfer the refund/Bonus amount to his account with Bharti Axa Life policy. They again convinced him to take the 2nd policy during Feb 2022.

Lately he realized that this could be a FRAUD when these people stopped responding to his calls. The complainant has approached the Insurance Ombudsman for cancellation of the policies and refund of deposited amount.

Contention of the Respondent:

Insurer vide email dtd. 23-03-2023 submitted that as a customer service gesture, the Company has re-looked into the matter and is ready to settle the matter by way of converting the premium amount paid by the Complainant against the captioned policy into a new ULIP single premium policy with a lock-in of five years and no free-look period, on the assurance that, no complaint in this regard will be file against the Company in future.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted in Para 18 above.

It is observed that the policy bonds of the subject policies were delivered to the complainant on 03.01.2022, 13.03.2022 and he applied for cancellation of policy on 17.02.2023 i.e. after 01 year of receipt of policy documents. As per the proposal form, the complainant, at the time of taking the policies, was 35 years old, graduate, having annual income of Rs. 15 Lacs from salary (Ericsson India Global). The complainant has not submitted any evidence of mis-selling. The Company has offered to convert the premium amount paid against the captioned policy into a new ULIP single premium policy with a lock-in of five years and no free-look period.

The complainant, during the course of hearing, accepted the offer and both the parties signed the conciliation agreement.

In view of the above facts and circumstances, the offer by the Company is just, fair and transparent to make recommendations about the settlement of the complaint as full and final on the basis of mutual agreement between both the parties.

Accordingly, the insurer shall cancel the instant policies and issue a single premium policy with a lock-in period of 5 years without free-look option for the amount paid under the instant policies within 15 days of receipt of the recommendation under intimation to this Office.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-008-2223-1312

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurer. Accordingly, the insurer shall cancel the instant policy and issue a single premium ULIP policy with a lock-in period of 5 years without free-look option for the amount paid under the instant policy.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0009/2023-2024
Date:17/Apr/2023

INSURANCE OMBUDSMAN
Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - SACHIN KUMAR
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-036-2223-1324
AWARD NO:IO/NOI/A/LI/0005/2023-2024

1.	Name & Address Of The Complainant	SACHIN KUMAR DEVINTOLA SARAI MEENA, NEAR KKCIN INTER COLLEGE,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	54125334	0			22-Jun-2022	0	15	10
3.	Name of insured	SACHIN KUMAR						
4.	Name of the insurer/broker	Reliance Nippon Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	156750						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Self						
	b) For the Insurer	Sh. Animesh Mishra, Deputy Manager						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

This is a complaint filed by Sh. Sachin Kumar against the decision of Reliance Nippon Life Insurance Co. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that he received a call, and the caller posed as an employee of IRDA. The caller offered him to recover money of his lapsed policy on purchase of new policy. He never met the agents and never signed any document. The agents mis-sold 3 policies in total on the pretext of false promises. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide SCN dtd. 10-04-2023 denied the allegations and contended that after going through the key benefits and terms of the products the Complainant chose to avail the said policy of the Company on crystal clear terms and conditions of the said policy as envisaged in the application cum proposal form which was duly signed and submitted by the Complainant.

The said case was an online TAB Login case wherein the PLVC was conducted through online mode. The customer was required to answer certain specific questions online and after answering the same, he was required to upload his selfie as attestation proof that he has answered the said questions himself after understanding them thoroughly. Also the customer had signed the Customer Declaration Form.

The Company duly dispatched the policy and the Company has not received any complaint of non-receipt of the Policy Document from the customer. The Customer was informed about his right to cancel the said policy within the free-look period i.e., 15 days vide the welcome letter couriered along with the Policy.

The complainant approached the company with a request to cancel the captioned policy after 8 months of issuance of policy i.e. on 14/02/2023 alleging mis-selling. After investigating the complaint and verifying its records, the company was unable to consider the request of the Complainant. Accordingly, the complaint was resolved, and the Company declined the allegation of the complainant on the ground that he had approached us beyond the free look period of 15 days and the same was informed to the Complainant.

It is pertinent to mention here that the complainant and the Company are both bound by the terms and condition of the policy document equally. The complainant was informed through the policy document that the premium amount will be forfeited in case the complainant wants to cancel the policy beyond the free look period.

The Complaint of the Complainant was rightfully closed as per the terms and conditions of the policy contract.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. The insurer's representative attended the hearing, but the complainant was absent. However, for the sake of justice, the complainant was heard over mobile call. Both the parties reiterated their submissions as noted in Para 18 above.

It is observed that the policy bond of the subject policy was delivered to the complainant on 17.06.2022 and he applied for cancellation of policy on 14.02.2023 i.e. after 08 months of receipt of policy documents. As per the proposal form, the complainant, at the time of taking policy, was 31 years old, graduate, having annual income of Rs. 27 Lacs from salary (Engineer- Pvt. Sector). The Complainant has submitted a whatsapp conversation as evidence of mis-selling, but the same was found to be inconclusive and can't be admitted as evidence of mis-selling. The Company has submitted records pre-issuance video verification wherein the complainant has accepted the terms and condition of the policy.

However, in order to protect the hard earned money of the complainant, the insurer was asked to offer some solution, if any. The Insurer offered for conversion of the policy into a single premium policy with lock-in period of 5 years without free look option. In the given circumstances, the offer by the Company is just, fair and transparent.

AWARD

COMPLAINT REF: NO: NOI-L-036-2223-1324

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the instant policy and issue a single premium policy with lock-in period of 5 years without free-look option, provided the complainant submits his written consent to the company for same within 15 days of receipt of this award. Otherwise the Company shall proceed as per the terms and condition of the policy.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0005/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - MAHIPAL SHARMA
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1302
AWARD NO: IO/NOI/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	MAHIPAL SHARMA HOUSE NO.12/102, SECTOR-12, VASUNDHARA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23241324	419780	12-Mar-2020	12-Mar-2030	12-Mar-2020	55000	10 / Annual	10
3.	Name of insured		MAHIPAL SHARMA					
4.	Name of the insurer/broker		PNB Metlife India Ins. Co. P. Ltd.					
5.	Date of receipt of the Complaint		15-Mar-2023					
6.	Nature of Complaint		MIS-SELLING					
7.	Amount of Claim		55000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		286125					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		13-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Mr. Ashwani Kaushik (Son)					
	b) For the Insurer		Ms Priya Dwivedi (Deputy Manager- Legal)					
13.	Complaint how disposed		Award in favor of Complainant					

Brief Facts of the Case:

The complainant states that he had issued cheques towards renewal of his two policies and the Insurance Company misused those cheques to issue two new (subject) policies in the name of his wife and himself. He had, therefore, requested for cancellation of the policies and refund of his premium. He filed a complaint related to mis-selling on 30.08.2022 which was rejected by the Insurance Company on 29.08.2022 stating that the said policies were issued on the basis of the information provided in the application form and duly signed declaration along with receipt of initial premium amount.

Contention of the complainant:

The complainant has lodged the complaint against misuse of his funds and criminal breach of trust by the Insurance Company who made him pay the premium for the subject policies (with wrong personal details) issued in his and his wife's name in exchange of cheque issued for his old policies. He had paid the renewal premium for his old policies and instead, new policies were issued to him without his knowledge and concern due to which his old policies lapsed. Also, certain personal details of the insured person are incorrect and misleading. He has, therefore, asked for cancellation of the subject policies and refund of his premium.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 11.04.2023, has highlighted the following points:

- The subject policies were issued to the Complainant in March 2020 after submission of duly completed proposal form along with supporting documents. The policy features were explained to the complainant and post understanding the policy terms and benefits in its entirety, he completed and signed the proposal form.

- There was a successful welcome call for both policies, which was also recorded by the Insurance Company, made to the complainant whereby he was duly intimated the premium paying term, policy term and frequency of premium payment. However, he did not raise any concern during the welcome call and was satisfied with the same. The call was recorded and has been made available with the SCN.

- For policy no. 23xxx324, only initial premium was paid and the policy is currently in lapsed status. For policy no. 23xxx110, the complainant has regularly been paying the premium through Direct Debit and the policy is active.

- Free Look period of 15 days from the date of receipt of policy document was available to the Complainant for raising concern regarding policy terms and conditions but there were no issues raised by him during this period. The complete policy document was delivered to the Insured on 18.06.2020 and 27.10.2020.

- The complainant filed a complaint related to mis-selling on 30.08.2022 and stated that the policies were mis-sold to him in lieu of old policy nos. 21786570 & 21770956 and requested cancellation and refund of his premium with interest. The Insurance Company raised request for contact details on 16.07.2022 which was shared by him on 18.08.2022. Thereafter, the Company declined his request on 29.08.2022 stating that the subject policies were issued on 13.03.2020 & 17.03.2020 on the basis of information provided in the application form and duly signed declaration along with initial premium amount.

- The Company declined the cancellation request based on the following observations:

- i) Policy Document was delivered to the registered address on 18.06.2020 and 27.10.2020.
- ii) Multiple SMS were sent on his mobile number regarding the policy features including premium paying term.
- iii) For policy no. 23xxx110, renewal premium has been paid till 14.03.2022 which implies that the complainant has understood the policy being a regular premium plan.
- iv) Free Look Cancellation was not availed by the Insured post receipt of policy documents
- v) The Welcome Call on his mobile number was successful and has been recorded wherein the policy details were explained to him and no concerns were raised by him for policy no. 23xxx110. For policy no. 23xxx324 also, the welcome call was successful.

- It is pertinent to mention here that the complainant is holding two other policies with the Company wherein one policy has been surrendered and an amount of Rs. 56,734.51/- was processed via UTR no. CITIN22279619723 on 27.05.2022. For another policy which was issued to him on 29.12.2015, he had paid 3 premium installments of Rs.24,576/- on half-yearly basis amounting to a total amount of

Rs. 72,373.50/-. The said amount has moved to non-forfeit mode due to non-receipt of premium installment since 28.06.2017.

The complainant is an educated individual working in the government sector, with good annual income and capable of understanding insurance jargon.

Observation and conclusions:

Hearing in the subject case was held on 13.04.2023. Both, the complainant' son as well as the representative of the Insurance Company were present and had reiterated their submissions.

The subject two policies (no. 23xxx324 & 23xxx110) were issued to the complainant in March 2020. He filed a complaint related to mis-selling, on 30.08.2022, with the Insurance Company and stated that the policies were mis-sold to him in lieu of his old policy nos. 21786570 & 21770956. He states that he has paid the renewal premium for his old policies and instead, new policies were issued to him without his knowledge, due to which, his old policies got lapsed. He had, therefore, asked for cancellation of the subject policies and refund of his premium, which the Insurance Company denied stating that the subject policies were issued on 13.03.2020 & 17.03.2020 respectively on the basis of information provided in the application form and duly signed declaration along with initial premium amount.

The Insurance Company has submitted that the policy document was delivered to the registered address of the complainant on 18.06.2020 and 27.10.2020 and Free Look period of 15 days, from the date of receipt of policy documents, was available to the complainant for raising any concerns regarding policy terms and conditions, which was not availed by him. Multiple SMS were sent on his mobile number regarding the policy features including premium paying term. For policy no. 23xxx110, renewal premium has been paid till 14.03.2022 through Direct Debit and the policy is currently active. However, policy no. 23xxx324 has lapsed.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1302

Taking into account the oral submissions made by both the parties and the documents available on record, the Insurance Company is directed to cancel policy no. 23xxx324 issued to the complainant on 13.03.2020, subject to deduction of necessary charges, as defined in the "Free Look Period" clause of the policy.

Since regular premiums have been paid under policy no. 23xxx110 and the policy is currently active, the complainant is advised to continue with the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/A/LI/0002/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - DAVINDER KAUR
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-006-2223-1330
AWARD NO: IO/NOI/R/LI/0010/2023-2024

1.	Name & Address Of The Complainant	DAVINDER KAUR D/O.AMAR SINGH, D-252,RAMPRASTHA COLONY, CHANDER NAGAR						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0489676767	0			10-Dec-2021	0	20 yrs	8 yrs
3.	Name of insured	NAVNEET KAUR						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	209020						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Self						
	b)For the Insurer	Ms. Swati Seth-Zonal Legal Head						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

This is a complaint filed by Smt. Davinder Kaur against the decision of Bajaj Allianz Life Insurance Co. Ltd., relating to mis-selling by the company representative under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that she bought the policy from the company's Agents, Amandeep Kaur and Mandeep Singh. They didn't give information about the lock-in period in the policy and they said that after 3 years, whenever she wants, she can withdraw the money. The complainant has approached the Insurance Ombudsman for cancellation of the policy and refund of deposited amount.

Contention of the Respondent:

Insurer vide SCN dtd. 05-04-2023 denied the allegations and contended that the said policy was issued on the basis of a Proposal Form duly executed by the complainant. The Complainant was well and sufficiently aware of the benefit term, premium term and amount of premium payable under the said Policy. The Complainant has completed graduation and above and is a working professional, she is an educated woman. She was well capable of reading the documents that laid out exhaustively the details, terms and conditions of the said policy.

The Company furnished the Policy Documents to the Complainant on 19-12-2021, and the said document laid out exhaustively the details, terms and condition of the said policies. Policy has already been shared on customer registered mail ID.

The Complainant was extended a 30 day Free-Look period from the date of receipt of the Policy Documents in respect of the said Policy as per the provisions of the Insurance Regulatory and Development Authority of India (Protection of Policyholders Interest) Regulations, 2002, which entitled them (complainant) to make a written request to the Company to cancel the said Policy in the event the terms and conditions of the said Policy were not to the Complainant's preference.

However, no grievance was received within the free-look period for the policy cancellation. The Complainant applied for the cancellation of the policy on 31.01.2023, more than a year after the delivery of the policy.

Any alleged promises or vague allegations which are not the part of the express terms and conditions of the said Policy are received by the Complainant, are neither binding on the Company nor enforceable as per the provisions of the Indian Contract Act, 1872. The Complaint has been filed after the free-look period of the policy, thus making it not maintainable by the company.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. The insurer's representative and Smt. Navneet Kaur, daughter of the complainant attended the hearing after submission of authorization letter. Both the parties reiterated their submissions as noted in Para 18 above. Smt. Navneet Kaur also submitted that her mother has been suffering from cancer for the last few years and needs money for her treatment.

It is observed that the policy bond of the subject policy was delivered to the complainant on her registered email ID on 19.12.2021 and she applied for cancellation of policy on 31.01.2023 i.e. after 01 years and 01 month of receipt of policy documents. Smt. Navneet Kaur, daughter of the complainant is life assured (LA) in the policy. As per the proposal form, the complainant, at the time of taking the instant policy, was 68 years old.

The complainant could not produce any evidence of mis-selling during the course of hearing. However, citing the medical condition and the financial hardship of the complainant, the insurer was asked to offer some solution, if any. The Insurer offered to refund the premium amount paid against the policy after deduction of admissible administrative charges. The complainant accepted the offer and both the parties signed the conciliation agreement.

In view of the above facts and circumstances, the offer by the Company is just, fair and transparent to make recommendations about the settlement of the complaint as full and final on the basis of mutual agreement between both the parties.

Accordingly, the insurer shall cancel the instant policy and refund the premium amount paid against the policy after deduction of admissible administrative charges within 15 days of receipt of the recommendation under intimation to this Office.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-006-2223-1330

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurer. Accordingly, the insurer shall cancel the instant policy and refund the premium amount paid against the policy to the complainant, after deduction of admissible administrative charges.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0010/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - HIMANSHUU V GUPTA
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-006-2223-1293
AWARD NO: IO/NOI/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	HIMANSHUU V GUPTA C/O.COL.V.K.GUPTA, 4Q-502, AWHO GURJINDER VIHAR, NEAR KNOWLEDGE PARK-II, METRO STATION, SECTOR-CHI II, KASANA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0486505812	252522	03-Dec-2021	03-Mar-2033	03-Dec-2021	95619	12 years/Annual	12 years
3.	Name of insured		HIMANSHUU V GUPTA					
4.	Name of the insurer/broker		Bajaj Allianz Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		03-Mar-2023					
6.	Nature of Complaint		MISSELLING					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		95619					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing Place of hearing		13-Apr-2023 Noida					
12.	Representation at the hearing							
	a) For the Complainant		Absent					
	b) For the Insurer		Ms Swati Seth (Zonal Legal Head)					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complaint is filed by the Insured against misselling of the subject policy by the agent, through telecalling on the pretext of loan. He was misguided and misinformed regarding the premium and policy features and was duped into purchasing the said policies. He had therefore requested the Insurance Company to cancel the policy and refund his premium. The Insurance Company denied his request stating that the policy details were explained to him and that the request was made after the freelook period.

Contention of the complainant:

The complainant was duped into purchasing the subject policy, through telemarketing, by the agent on the pretext of loan. He states that he is a victim of fraud and was cheated by the agent through tele-marketing, who had misguided him regarding the policy term, premium amount and payment term. He had therefore requested the Insurance Company to cancel the policy and refund his premium which was denied by them vide email dtd. 31.12.2022 stating that the request was made after the free look period and that no documentary evidence was provided by him to substantiate the alleged mis-selling.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 04.04.2023, has highlighted the following points:

- The said policy was issued on the basis of a duly completed Proposal Form and the Complainant was well aware of the benefit term, premium term and amount of premium payable under the said Policy. A copy of the said Proposal form has been provided along with the SCN. The policy is currently in Lapsed status.
- According to the Proposal Form, the complainant has completed his graduation and is a business owner. This means that he was well capable of reading the documents that laid out exhaustively the details, terms and conditions of the said policy.
- As per the terms and conditions of the policy, the risk commenced on 03.12.2021. The Policy Bond clearly stated that the subject policy was Bajaj Allianz Life Guaranteed Income Goal Lump Sum Benefit and Bajaj Allianz Lifelong Assure with a premium payment term of 12 years.
- The policy documents were delivered to the Complainant on 10.12.2021, as per postal details provided in the SCN, which laid out exhaustively the detailed terms and conditions.
- Free-Look period of 30 days from the date of receipt of the Policy Documents was available to the Complainant to make a written request to the Insurance Company for cancellation of the policies in case the terms and conditions of the said Policy were not to his preference. No grievance was received within the freelook period for policy cancellation.
- The request for policy cancellation was made after the free-look period, on 15.02.2023, i.e. after more than a year of policy issuance, thus making the complaint not maintainable by the Insurance Company.

Observation and conclusions:

Hearing in the subject case was held on 13.04.2023. The representative of the Insurance Company was present, but the Complainant was absent despite the fact that Hearing Notice dtd. 05.04.2023 was sent to him via Speed Post and reminder email was sent on 10.04.2023 & 12.04.2023.

The subject policy was issued to the Complainant on 03.12.2021, wherein a premium amount of Rs.95,619/- was payable annually for 12 years and the policy would also mature after 12 years. He states that the subject policy was mis-sold to him through tele-marketing, on the pretext of loan. He approached the Insurance Company requesting for cancellation and refund of premium, alleging fraud and mis-selling which was denied by them vide email dtd. 31.12.2022 stating that the request was made after the free look period.

They have submitted that the policy was issued on the basis of a duly completed Proposal Form. The policy documents were delivered to the Complainant on 10.12.2021 which laid out exhaustively the detailed terms and conditions. Free-Look period of 30 days, from the date of receipt of the Policy Documents, was available to the Complainant to make a written request to the Insurance Company for cancellation of the policy, in case the terms and conditions of the said Policy were not to his preference. However, no grievance was lodged by the complainant during that period.

AWARD

COMPLAINT REF: NO: NOI-L-006-2223-1293

Based on the documents placed on record in the subject case, it is concluded that the respondent Insurer's decision is in accordance with the terms and conditions of the policy and therefore, the undersigned finds no merit in interfering with the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/A/LI/0016/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - SUKHENDRA SINGH
VS
RESPONDENT: Star Union Dai-ichi-Life Ins. Co.
COMPLAINT REF: NO: NOI-L-045-2223-1294
AWARD NO: IO/NOI/R/LI/0015/2023-2024

1.	Name & Address Of The Complainant	SUKHENDRA SINGH E-2/48,GARIMA GARDEN, SC BLOCK						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01565861	3000000	17-Jun-2021	17-Jun-2037	17-Jun-2021	300000	16 years/Annual	5 years
3.	Name of insured		SUKHENDRA SINGH					
4.	Name of the insurer/broker		Star Union Dai-ichi-Life Ins. Co.					
5.	Date of receipt of the Complaint		28-Feb-2023					
6.	Nature of Complaint		MISSELLING					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		13-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Sukhendra Singh (Self) & Mr. Nitesh (Son)					
	b)For the Insurer		Mr. Mehrama Ram (Manager)					
13.	Complaint how disposed		Recommendation					

Brief Facts of the Case:

The subject policy was issued to the Complainant on 17.06.2021. The policy term is 16 years wherein an annual premium of Rs.3,00,000/- is payable annually for 5 years. Insured, in his complaint, has stated that he had purchased the subject policy in 2021 from Bank of India, Wazirabad Road Branch from one Mr. Shyam Singh wherein he was told that the policy term is 2 years and premium payment is one-time. However, since the policy was missold to him wherein premium and policy terms were different than what was explained to him and the 2nd premium installment was also debited from his bank a/c, he had requested for cancellation of policy and refund of premium on 29.07.2022 and 05.09.2022 which the Insurance Company rejected on 08.08.2022 and 19.09.2022 respectively stating that the request was made after the free look period of 15 days and that the policies were issued to him after completion of all necessary formalities.

Contention of the complainant:

The Complainant states that he had purchased the subject policy for 2 years from Bank of India, Wazirabad Road Branch from one Mr. Shyam Singh who told him that the policy term is 2 years and annual premium of Rs.3,00,000/- was payable one-time but instead, the policy term was 16 years and premium was payable for 5 years. After one year, the 2nd premium installment was debited from his bank a/c and when he approached the agent, he was told that the amount will be reversed to his a/c but the same did not happen. Thereafter, he approached the Insurance Company for policy cancellation and premium refund which was rejected by them citing policy terms and conditions.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 05.04.2023, has highlighted the following points:

- The subject policy was issued to the Complainant after submission of electronic proposal form along with customer consent which was duly completed and signed by the Insured himself. Further, the premium amount, premium paying term and policy term were clearly written in English and in Hindi under 'Know Your Policy' on page 3 in the policy bond that was delivered to him. He was informed of all these details during the telephonic welcome call as well. He had duly acknowledged the same during the welcome call and had not raised any doubt about the features of the policy. He had also not raised any concerns/ cancellation request during the Free Look Period of the policy after receipt of policy bond. Therefore, there is no mis-selling in the present case and the cancellation request is clearly an afterthought.

- The complainant had willingly submitted the proposal form for purchasing the subject policy and the policy was issued based on the details provided in the proposal form. The policy/ premium paying term were clearly mentioned on page 3 of the proposal form. It is evident that the complainant had given his express complaint for issuance of the subject policy. Copy of the proposal form is provided along with the SCN.

- The complainant had opted to pay the renewal premium through direct debit mode for which he had signed the Direct Debit NACH Form allowing the Insurance Company to debit further premiums from his bank a/c. The said form specifies the premium amount to be paid and signifies that the complainant was fully aware regarding the said policy. Copy of the direct debit form is provided along with the SCN.

- As a standard process, the telephonic welcome call was also made to the complainant for the subject policy wherein he was informed about the policy details like sum assured, policy term, premium amount and premium paying term. He agreed to all these details and did not show any indication of being unaware of the policy features or raised any concerns regarding his willingness to continue the policy. The call recording categorically establishes that the present complaint is false and holds no merit.

- The policy bond was delivered to the complainant on 23.06.2021. Free Look period of 15 days was available to him to raise any grievance or complaint after reviewing the terms and conditions of the policy and return the policy in case he was not satisfied with the policy features. However, no concerns were raised by him during the free look period.

- The policy document contains a schedule 'Know Your Policy' on page 3 which explains the salient features of the policy in English as well as in Hindi, including but not limited to the premium paying term, policy term, premium amount and other policy benefits. It must also be taken into consideration that the complainant is now making false allegations on the pretext to recover the premium paid to the Insurance Company for reasons best known to him. The policy cannot be cancelled after the free look period.

- The complainant first approached the Company on 29.07.2022 with complaint of mis-selling. On evaluating the complaint, it was found without any merit and mis-selling could not be proved. Therefore, they rejected his request vide letter dtd. 08.08.2022. He again approached them vide email dtd. 05.09.2022 with the same complaint which they again rejected vide letter dtd. 19.09.2022. Therefore, there is no deficiency in service on part of the Insurance Company as they have duly addressed Insured's all communications timely.

- It is pertinent to mention here that the benefits are paid out of pool of funds contributed by various policyholders and such payment out of this pool of funds, based on no merit or contractual obligation, would adversely impact the interests of other policyholders who contribute their premium on time, as per the terms and conditions of their respective policies.

Observation and conclusions:

Hearing in the subject case was scheduled on 13.04.2023. Both, the complainant and representative of the Insurance Company were present and had reiterated their submissions.

The subject policy was issued to the Complainant on 17.06.2021 for basic sum assured of Rs.30,00,000/- for a period of 16 years wherein an annual premium of Rs.3,00,000/- was payable for 5 years. The Complainant states that he had purchased the subject policy from Bank of India, Wazirabad Road Branch from one Mr. Shyam Singh who told him that the policy term is 2 years and annual premium of Rs.3,00,000/- was payable one-time but instead, the policy term was 16 years and premium was payable for 5 years. After one year, the 2nd premium installment was debited from his bank a/c and when he approached the agent, he was told that the amount will be reversed to his a/c but the same did not happen. Thereafter, he approached the Insurance Company for policy cancellation and premium refund which was rejected by them citing policy terms and conditions. He first approached the Insurance Company on 29.07.2022, i.e. after more than 1 year, with complaint of mis-selling and requested for policy cancellation and premium refund. His request was rejected by them vide letter dtd. 08.08.2022 stating that the request was made after the free look period of 15 days and that the policies were issued to him based on the duly completed and signed proposal form and consent letter and after receipt of initial premium amount and completion of all necessary formalities. He again approached them vide email dtd. 05.09.2022 with the same complaint and they upheld their decision of rejection vide letter dtd. 19.09.2022.

The Insurance Company submits that the subject policy was issued to the complainant after submission of electronic proposal form along with customer consent which was duly completed and signed by the Insured himself. He was informed of all these details during the telephonic welcome call as well wherein no concerns were raised by him. He had opted to pay the renewal premium through direct debit mode for which he had signed the Direct Debit NACH form allowing the Insurance Company to debit further premiums from his bank a/c. The policy bond was delivered to him on 23.06.2021 and Free Look period of 15 days was available to him to review the terms and conditions of the policy and return the same in case he was not satisfied with the policy features. However, no concerns were raised by him during this period. However, he states that it is beyond his financial capacity to continue with the subject policy wherein the premium involved is considerable.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-045-2223-1294

Taking into account the oral submissions made by both the parties and the documents available on record, both the parties have agreed at cancellation of the subject policy and issuance of a Single Premium policy with 5-yearsâ€™ lock-in period and without Free-Look option, by adjusting the already paid premium amount.

In this regard, the Mediation/ Conciliation Agreement has been signed by both the parties consenting to the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/R/LI/0015/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - PRITHAVI NATH PRAJAPATI
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-006-2223-1301
AWARD NO:IO/NOI/R/LI/0014/2023-2024

1.	Name & Address Of The Complainant	PRITHAVI NATH PRAJAPATI S/O.SURAJ NATH PRAJAPATI, C-18 SHIVAJI NAGAR, GALI NO.3,LINE PAAR, OPPOSITE MATA MANDIR						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0450067922 & 0445935636	1584805	14-Apr-2021	13-Apr-2067	14-Apr-2021	95692	46 years/Annual	15 years
3.	Name of insured	PRITHAVI NATH PRAJAPATI						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	28-Feb-2023						
6.	Nature of Complaint	MISSELLING						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	95692						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Prithavi Nath Prajapati (Self)						
	b)For the Insurer	Ms Swati Seth (Zonal Legal Head)						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complaint is filed by the Insured against misselling of the subject policies by the agent, through telecalling on the pretext of loan of 30 lakhs approx. He was misguided regarding the premium payment and policy term and was duped into purchasing the said policies. He states that he is not in a position to continue the said policies as he is unable to pay regular premiums under the same. He had therefore requested the Insurance Company to cancel the policies and refund his premium. The Insurance Company denied his request stating that the policy details were explained to him and that the request was made after the free look period.

Contention of the complainant:

The subject two policies, along with other policies of various Insurance Companies, were issued to the complainant on the pretext of loan of Rs. 30 lakhs approx. He states that he is a victim of fraud and was cheated by the agent through tele-marketing, who had misguided him regarding the policy term, premium amount and payment term. He states that he is not in a position to continue the said policies as he is unable to pay regular premiums under the same. He had therefore requested the Insurance Company to cancel the policies and refund his premium which was denied by them vide email dtd. 17.08.2022 stating that the request was made after the free look period and that no documentary evidence was provided by him to substantiate the alleged mis-selling.

Contention of the Respondent:

The Insurer, vide their SCN dtd. 07.04.2023, has highlighted the following points:

- The said policy was issued on the basis of a duly completed Proposal Form and the Complainant was well aware of the benefit term, premium term and amount of premium payable under the said Policy. A copy of the said Proposal form has been provided along with the SCN.
- According to the Proposal Form, the complainant has completed his Masters and is working in a govt. organization (Railways). This means that he was well capable of reading the documents that laid out exhaustively the details, terms and conditions of the said policy.
- As per the terms and conditions of the policy, the risk commenced on 17.03.2021 for policy no. 044xxxx636 and 14.04.2021 for policy no. 045xxxx922. The Policy Bond clearly stated that the subject policies were Bajaj Allianz Life Guaranteed Income Goal and Bajaj Allianz Lifelong Assure with a premium payment term of 12 years and 15 years respectively.
- The policy documents were delivered to the Complainant on 11.01.2023 and 19.07.2021, as per postal details provided in the SCN, which laid out exhaustively the detailed terms and conditions.
- It is pertinent to mention that policy no. 044xxxx636 was cancelled under Freelook Cancellation period. The complainant had paid a premium of Rs. 99,998/- while he received FLC payout of Rs. 96,262/- on 17.01.2023 vide UTR no. SIN00101Q3143896.
- Policy no. 045xxxx922 is in Lapsed status due to non-payment of second premium and the first unpaid premium date is 14.04.2022.
- Free-Look period of 30 days from the date of receipt of the Policy Documents was available to the Complainant to make a written request to the Insurance Company for cancellation of the policies in case the terms and conditions of the said Policy were not to his preference.
- The request for policy cancellation was made after the free-look period, on 23.02.2022, i.e. after 10 months post the free look period thus making the complaint not maintainable by the Insurance Company.

Observation and conclusions:

Hearing in the subject case was scheduled on 13.04.2023. Both, the complainant and representative of the Insurance Company were present and had reiterated their submissions.

The subject policies were issued to the Complainant on 17.03.2021 and 14.04.2021 wherein a premium amount of approximately Rs. 1 lakh

was payable annually for 12 years and 15 years respectively and the policy would mature after 12 years and 46years. He states that the said policies were sold to him through tele-marketing, along with other policies of various insurance companies, on the pretext of loan of Rs. 30 lakhs approx. On realizing the alleged fraud, he had requested the Insurance Company to cancel his policy and refund his premium. The Insurance Company denied his request vide email dtd. 17.08.2022 stating that the request was made after the free look period.

The Insurance Company submits that the policies were issued to him after receipt of duly completed proposal forms. Policy no. 044xxxx636 was cancelled under Free Look Cancellation period wherein the complainant had paid a premium of Rs.99,998/- while he received FLC payout of Rs. 96,262/- on 17.01.2023 vide UTR no. SIN00101Q3143896. Policy no. 045xxxx922 is in Lapsed status due to non-payment of second premium installment which was due on 14.04.2022. The request for policy cancellation for policy no. 045xxxx922 was made after the free-look period, on 23.02.2022, i.e. after 10 months post the free look period thus making the complaint not maintainable by the Insurance Company. However, the complainant states that he is not in a position to continue with the said policy as he is unable to pay regular premiums under the same.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-006-2223-1301

Taking into account the oral submissions made by both the parties and the documents available on record, both the parties have agreed at cancellation of the subject policy (no. 045xxx922) and issuance of a Single Premium policy with 5-years^{â€™} lock-in period and without Free-Look option, by adjusting the already paid premium amount.

In this regard, the Mediation/ Conciliation Agreement has been signed by both the parties consenting to the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/R/LI/0014/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RAKESH KUMAR
VS

RESPONDENT: Shriram Life Ins. Co. Ltd.
COMPLAINT REF: NO: NOI-L-043-2223-1339
AWARD NO: IO/NOI/R/LI/0017/2023-2024

1.	Name & Address Of The Complainant	RAKESH KUMAR H.NO. C-2/6, OFFICERS COLONY BAJAJ HINDUSTAN SUGAR LTD. UNIT THANABHAWAN DISTT. SHAMLI						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	NN012102181251	590000	24-Feb-2021	24-Feb-2031	24-Feb-2031	59000	10 Years/Annual	10 Years
3.	Name of insured	RAKESH KUMAR						
4.	Name of the insurer/broker	Shriram Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	06-Mar-2023						
6.	Nature of Complaint	Policy mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	59000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Rakesh Kumar -Self						
	b) For the Insurer	Mr Ravi Sharma-Asstt. Manager-Legal						
13.	Complaint how disposed	Recommendation under Rule 16(3)						

Brief Facts of the Case:

The complainant, Mr. Rakesh Kumar has alleged the mis-selling of the instant policy by a couple of agents in the pretext of saving the majority sum accumulated in his old Aviva Life Policy, with the promise of refund of the accumulated sum in the old policy along with the cancellation money refund of the instant policy in due course.

The insurer denied the complainant's cancellation request on the ground of request being made beyond the free look period available in the policy.

Contention of the complainant:

This is a complaint filed by Mr. Rakesh Kumar against the insurer for mis-selling of the instant policy.

The complainant has stated that he was approached by an agent, who knew his old Aviva Life Policy, misguided that the majority of his policy amount would go to the agent and offered a solution to buy a couple of dummy policies which would in due course of time be cancelled and he would get refund of all the money invested. Thereafter, a bunch of 4-5 people joined the bandwagon and sold him 11 odd policies in favor of his wife and him from different life insurance companies in a span of three years between 2018 & 2021 in the garb of nomination fee, tax deposits etc. etc. thereby making him squandered his hard earned money to the tune of 5.5 lakh.

The Policy no. NN012102181251 was issued on 24.02.2021 at a yearly premium of Rs.59,000/- for a policy term and premium paying term 10 years each.

The complainant approached the insurer on 06.05.2022 with a request to cancel the policy and making the refund thereof, however, the company declined the cancellation request vide their letter dated 14.05.2022. Subsequent representation made on 10.01.2023 was responded by the company on 24.01.2023 reiterating their earlier decision.

Contention of the Respondent:

The insurer vide SCN dated 11.04.2023 has submitted that the complainant had proposed for one insurance policy on his own life by submitting OTP verified proposal form and by paying the proposal deposit amount. The instant **Shriram Life Assured Income Plan V03**, which is presently on lapsed status, was issued on 24.02.2021 for a **Sum Insured of Rs. 5,90,000/-** for a policy term and premium paying term of 10 years each at **Rs.59,000/-** yearly premium paying frequency. The policy documents containing a copy of duly filled-in Proposal Form, First Premium Receipt, Policy Schedule along with Terms and Conditions was dispatched through Blue Dart Courier (dispatch Ref No.40425017990) and delivered on 01.03.2021 to the communication address of the policy holder with a covering letter (which contains Free-look cancellation).

The insurer further stated that before issuance of policy, the complainant was actively involved at all stages right from submission of proposal form, Pre-Verification Calls, submission of KYC documents, illustrations on policy features and benefits. The complainant denied any allurements or promise of providing loan during submission of forms and he was well aware of the policy features and benefits.

The insurer submitted that they declined the policy cancellation request as the same was received on **06.05.2022 after one year and two months of policy issuance** far beyond "**free look period**". The policy is in lapsed status due to non-payment of renewal premium, however, if the complainant desires the policy can be revived by paying the due renewal premium and fulfilling the procedure for policy so as to enable the policy holder enjoy maximum benefit under the policy.

Observation and conclusions:

The hearing of the case was held on 18.04.2023. Both the complainant and the representative of the company were present. During the course of hearing, both the parties have agreed to settle their dispute by agreeing and signing the Conciliation agreement by cancelling instant policy no. NN012102181251 and issuing a fresh Single Premium Policy with a lock-in period of 5 years without free look option.

In view of the above facts and circumstances, the resolution of the grievances of the complainant is just, fair and transparent & the settlement of the complaint is final on the basis of mutual agreement between both the parties. Accordingly, the insurer shall issue a Single premium policy within 15 days under intimation to this office. The complaint is disposed off accordingly.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-043-2223-1339

The complaint is resolved in terms of the agreement of the conciliation arrived at both by the complainant and the insurer. Accordingly, the insurers shall cancel the policy and issue a fresh Single Premium policy with lock-in period of 5 years without free-look option within 15 days under intimation to this office.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0017/2023-2024
Date:19/Apr/2023

INSURANCE OMBUDSMAN
Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RAKESH KUMAR
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-019-2223-1340
AWARD NO: IO/NOI/R/LI/0018/2023-2024

1.	Name & Address Of The Complainant	RAKESH KUMAR H.NO. C-2/6, OFFICERS COLONY BAJAJ HINDUSTAN SUGAR LTD. UNIT THANABHAWAN,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23698925	0	13-Apr-2021	08-Apr-2038	08-Apr-2021	38278	17 Years/Annual	12 years
3.	Name of insured		RAKESH KUMAR					
4.	Name of the insurer/broker		HDFC Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		06-Mar-2023					
6.	Nature of Complaint		Policy mis-selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		38278					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		18-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Rakesh Kumar -Self					
	b) For the Insurer		Mr Kunal Aurora-Sr. Manager-Legal					
13.	Complaint how disposed		Recommendation under Rule 16(3)					

Brief Facts of the Case:

The complainant, Mr. Rakesh Kumar has alleged the mis selling of the instant policy by a couple of agents in the pretext of saving the majority sum accumulated in his old Aviva Life Policy, with the promise of refund of the accumulated sum in the old policy along with the cancellation money refund of the instant policy in due course.

The insurer denied the complainant's cancellation request on the ground of request being made beyond the free look period available in the policy.

Contention of the complainant:

The complainant has stated that he was approached by an agent, who knew his old Aviva Life Policy, misguided that the majority of his policy amount would go to the agent and offered a solution to buy a couple of dummy policies which would in due course of time be cancelled and he would get refund of all the money invested. Thereafter, a bunch of 4-5 people joined the bandwagon and sold him 11 odd policies in favor of his wife and him from different life insurance companies in a span of three years ranging from 2018 to 2021 in the garb of nomination fee, tax deposits etc.etc. thereby making him squandered his hard earned money to the tune of 5.5 lakh. The instant case relates to the instant policy of HDFC Life.

The Policy no. **23698925** was issued on **13.04.2021** for 17 years policy term and 12 years premium paying term at **Rs.38, 278/-Yearly** premium paying frequency. The policy holder approached the Insurance Company on 02.05.2022 with a request to cancel the policy and making refund thereof. The company rejected the cancellation request on 18.01.2023.

Contention of the Respondent:

The Insurance company vide SCN dated 10.04.2023 has submitted that the policy no. **23698925 under HDFC Life Samporn Samridhi Plus**, sourced through **Mr. Imran Ali, Insurance Agent**, was issued on **13.04.2021** for 17 years policy term and 12 years premium paying term at **Rs.38, 278/-Yearly** premium paying frequency.

The policy was issued on the basis of an on-line process and submission of Electronic Proposal Form, digitally signed Customer Consent Document (CCD)/ Most Important Document (MID) Declaration a Pre-Conversion Verification Check (PCVC) was done along with KYC documents by the complainant without leaving any scope for ambiguity. The policy documents along with the relevant forms were dispatched on 27.05.2021 through Speed Post via POD no. ED643994535IN and delivered on 01.06.2021. The policy is in lapsed status as of now.

The insurer further stated that the benefits and features of the policy were explained to the complainant during Pre-Conversion Verification Check (PCVC) and also that there were no gold coins, commissions, loan, bonus offer or any other incentives available on purchase of policy.

The insurer emphasized that complainant had no issues during verification calls and approached us on 02.05.2022 after about one year of policy issuance well beyond the available "free look period" as per the policy provision and was suitably replied on 18.01.2023 conveying the reasons for their inability to cancel the policy. The complainant did not exercise his opportunity to rectify the details given by him in the proposal form or approach them to re-examine the replies made by him in the proposal form as per the Clause 8(1) of the Insurance Regulatory and Development Authority (Protection of Policyholders' Interests) Regulations 2017.

Observation and conclusions:

The hearing of the case was held on 18.04.2023. Both the complainant and the representative of the company were present. During the course of hearing, both the parties have agreed to settle their dispute by agreeing and signing the Conciliation agreement by cancelling instant policy no. **23698925** and issuing a fresh Single Premium Policy with a lock-in period of 5 years without free look option.

In view of the above facts and circumstances, the resolution of the grievances of the complainant is just, fair and transparent & the settlement of the complaint is final on the basis of mutual agreement between both the parties. Accordingly, the insurer shall issue a Single premium policy within 15 days under intimation to this office. The complaint is disposed off accordingly.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-019-2223-1340

The complaint is resolved in terms of the agreement of the conciliation arrived at both by the complainant and the insurer. Accordingly, the insurers shall cancel the policy and issue a fresh Single Premium policy with lock-in period of 5 years without free-look option within 15 days under intimation to this office.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/R/LI/0018/2023-2024
Date:19/Apr/2023

INSURANCE OMBUDSMAN
Noida

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RAKESH KUMAR
VS**

**RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: NOI-L-024-2223-1338
AWARD NO:IO/NOI/A/LI/0019/2023-2024**

1.	Name & Address Of The Complainant	RAKESH KUMAR HOUSE NO-C-2/6, OFFICERS COLONY, BAJAJ HINDUSTAN SUGAR LTD., UNIT- THANABHAWAN,						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	10520708	205831	23-Nov-2018	23-Nov-2040	23-Nov-2018	19138	22 years/Yearly	14 years
3.	Name of insured	RAKESH KUMAR						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	06-Mar-2023						
6.	Nature of Complaint	Policy mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	62038						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing	18-Apr-2023						
	Place of hearing	Noida						
12.	Representation at the hearing							
	a)For the Complainant	Mr Rakesh Kumar -Self						
	b)For the Insurer	Ms Preeti Chaudhary-Regional Ops Manager						
13.	Complaint how disposed	Award in favour of Insurance Company						

Brief Facts of the Case:

The complainant, Mr. Rakesh Kumar has alleged the mis-selling of the instant policy by a couple of agents in the pretext of saving the majority sum accumulated in his old Aviva Life Policy, with the promise of refund of the accumulated sum in the old policy along with the cancellation money refund of the instant policy in due course.

The insurer denied the complainant's cancellation request on the ground of request being made beyond the free look period available in the policy.

Contention of the complainant:

This is a complaint filed by Mr. Rakesh Kumar against the insurer for mis-selling of two policies.

The complainant has stated that he was approached by an agent, who knew his old Aviva Life Policy, misguided that the majority of his policy amount would go to the agent and offered a solution to buy a couple of dummy policies which would in due course of time be cancelled and he would get refund of all the money invested. Thereafter, a bunch of 4-5 people joined the bandwagon and sold him 11 odd policies in favor of his wife and him from different life insurance companies in a span of three years ranging from 2018 to 2021 in the garb of nomination fee, tax deposits etc. etc. thereby making him squandered his hard earned money to the tune of 5.5 lakh. The instant case relates to the two below mentioned policies of IndiaFirst Life.

The **Policy no.10520708** was issued on **23.11.2018** at an yearly premium of **Rs.19, 138/-** for 22 yrs. Policy term and 14 yrs. Premium paying term & **Policy no. 10535047** with commencement date **31.07.2019** at an yearly premium of **Rs. 42,900/-** for 15 yrs. policy term & 08 years premium paying term.

The policyholder approached the Insurance Company on 04.05.2022 for cancellation of both the policies and making the refund thereof. The company rejected the cancellation request on 11.05.2022 and subsequent representation was dittoed by the company on 27.01.2023.

Contention of the Respondent:

Insurer vide SCN dated 05.04.2023 has stated that the complainant had submitted duly filled and signed separate proposal forms bearing no. W00336803 (for policy no.10520708) under IndiaFirst Life Little Champ & 203028406 (for policy no.10535047) under the IndiaFirst Smart Pay Plan along with the relevant documents and the initial premium deposit in order to seek insurance policy sourced through Brilliant Insurance Broker. Both the policies were dispatched and delivered to the registered address of the policyholder via Speed Post, AWB no.35786853900 (policy no.10520708) & AWB No.36720682154(policy no 10535047) on 28.11.2018 & 14.08.2019 respectively.

The insurer further stated that the insured was actively involved during the processes and formalities through Video Pre Issuance Verification Calls (V-PIVC) and Welcome Verification Calls (WC) on his registered mobile no. 7800041481 wherein the policy holder confirmed that he was taking policies for saving purpose and categorically denied to their representative whether any Bank Loan, Locker facility, Bonus from previous policy or refund from previous policy was promised while selling this policy.

The insurer emphasized that complainant had no issues during verification calls and approached us on 04.05.2022 after about 33 months of policy issuance well beyond the available "free look period" as per the clause 9 of the policy document and was suitably replied on 11.05.2022 conveying the reasons for their inability to cancel the policies. Subsequent representation was also replied vide their mail dated 27.01.2023.

The insurer submitted that the complainant did not exercise his opportunity to rectify the details given by him in the proposal forms or approach them to re-examine the replies made by him in the proposal forms as per the Clause 8 (1) of the Insurance Regulatory and Development Authority (Protection of Policyholders' Interests) Regulations 2017.

Observation and conclusions:

The hearing of the case was held on 18.04.2023. The complainant and the insurer's representative were present and reiterated their submissions.

The complainant has stated that he was mis-sold 11 odd policies by 4-5 agents in favor of his spouse and him from different insurance companies in a span of three years ranging from 2018 to 2021 in the garb of nomination fee, tax deposits etc. etc. The instant case relates to the two policies of IndiaFirst Life.

The policy holder approached the Insurance Company on 04.05.2022 for cancellation of both the policies and making the refund thereof. The company rejected the cancellation request on 11.05.2022 and subsequent representation was dittoed by the company on 27.01.2023.

Insurer stated that the Complainant had submitted duly filled and signed separate proposal forms bearing no. W00336803 (for policy no. **10520708**) under **IndiaFirst Life Little Champ** & 203028406 (for policy no. **10535047**) under the **IndiaFirst Smart Pay Plan** along with the relevant documents and the initial premium deposit in order to seek insurance policies sourced through **Brilliant Insurance Broker**.

The insurer emphasized that complainant had no concerns during verification calls and approached us on 04.05.2022 **after about 33 months of policy issuance** well beyond the available "free look period" as per the clause 9 of the policy document and was suitably replied on 11.05.2022 conveying the reasons for their inability to cancel the policies. Subsequent representation was also replied vide their mail dated 27.01.2023.

The insurer stressed upon the fact that the concerned policies were issued long back in 2018 & 2019 and it was too late to consider cancellation request as the company has been under the risk for life of policyholder since the date of premium payment. The policies are neither eligible for any cancellation refund nor for single policy premium conversion at this stage.

AWARD

COMPLAINT REF: NO: NOI-L-024-2223-1338

Based on the oral submissions made by both the parties and the documents available on record, it is noted that neither the alleged mis-selling has been substantiated, nor the inordinate delay in filing the complaint has been justifiably explained, by the complainant. Therefore, it is concluded that the insurance company's decision is in accordance with the policy terms and conditions and the undersigned finds no merit in interfering with the same.

Accordingly, the complaint stands dismissed.

AWARD NO:IO/NOI/A/LI/0019/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - ARUN PRAJAPATI
VS
RESPONDENT: IndiaFirst Life Insurance Co. Ltd.,
COMPLAINT REF: NO: NOI-L-024-2223-1266
AWARD NO:IO/NOI/R/LI/0022/2023-2024

1.	Name & Address Of The Complainant	ARUN PRAJAPATI CHHAYA BOOK DEPO FCI GODAM, SINGH CEMENT STORE, LINE PAR						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	20081174	0	15-Sep-2021	15-Sep-2036	15-Sep-2021	93600	15 yrs./Yearly	08 years
3.	Name of insured	ARUN PRAJAPATI						
4.	Name of the insurer/broker	IndiaFirst Life Insurance Co. Ltd.,						
5.	Date of receipt of the Complaint	16-Feb-2023						
6.	Nature of Complaint	Policy mis-selling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	93600						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Mr Arun Prajapati-Self						
	b)For the Insurer	Ms Preeti Chaudhary-Sr. Manager-Legal						
13.	Complaint how disposed	Recommendation under Rule 16(3)						

Brief Facts of the Case:

Complaint of policy mis-selling.

Contention of the complainant:

This is a complaint filed by Mr. Arun Prajapati against the insurer for mis-selling of the instant policy. The **Policy no. 20081174** was issued on 15.09.2021 at yearly premium of **Rs.93, 600/-** for 15 years policy term & 08 years premium paying term.

The complainant has stated that he was approached by a couple of agents who sold him two policies one from Bharti Axa and another from India First in the garb of arranging him high loan amount starting from 5 lakhs. The instant case relates to the India First Life policy.

The policy holder approached the Insurance Company on 03.03.2022 for policy cancellation and making the refund thereof. The company rejected the cancellation request on 10.03.2022. Subsequent representations made on 04.07.2022 and 21.07.2022 were responded by the company on 06.07.2022, 27.07.2022 and 03.09.2022 reiterating their earlier decisions.

Contention of the Respondent:

The Insurer vide SCN dated 24.03.2023 has stated that the Complainant had submitted duly filled and signed proposal form bearing no. P03290222 along with the relevant documents and the initial premium deposit in order to seek insurance policy no. **20081174** under **India First Life Smart Pay Plans** sourced through **Derisq Insurance Brokers Pvt. Ltd.** The policy was dispatched on 17.09.2021 via Speed Post, AWB no. EA174476885IN and the same was delivered to the registered address of the policy holder on 22.09.2021.

The insurer further stated that the insured was actively involved during the processes and formalities through Video Pre Insurance Verification calls (V-PIVC) and Welcome Verification Calls (WC) on his registered mobile no. **9412688567** wherein the policy holder confirmed that he was taking policy for the investment and saving purpose and categorically denied to their representative whether any Bank Loan, Locker facility, Bonus from previous policy or refund from previous policy was promised while selling the policy.

The insurer emphasized that complainant had no concerns during verification calls and approached us first time on 03.03.2022 after about six months of policy issuance well beyond the available "free look period" as per the clause 9 of the policy document and was suitably replied on 10.03.2022 conveying the reasons for their inability to cancel the policies. The subsequent representations by the claimant were responded by the company on 06.07.2022, 27.07.2022 and 03.09.2022 reiterating their earlier decision.

The insurer submitted that the complainant did not exercise his opportunity to rectify the details given by him in the proposal forms or approach them to re-examine the replies made by him in the proposal forms as per the Clause 8 (1) of the Insurance Regulatory and Development Authority (Protection of Policyholder's Interests) Regulations 2017.

Observation and conclusions:

The instant case was scheduled for hearing on 29.03.2023, however, neither the complainant nor the company's representative were present. Therefore, the case was rescheduled for hearing.

The rescheduled hearing of the case took place on 18.04.2023. Both the complainant and the representative of the company were present. During the course of hearing, both the parties have agreed to settle their dispute by agreeing and signing the Conciliation agreement by cancelling the policy no. **20081174** and issuing a fresh Single Premium Policy from the proceeds (after adjusting mortality and administrative charges) with a lock-in period of 5 years.

In view of the aforesaid facts and circumstances, the resolution of the grievances of the complainant is just, fair and equitable. The settlement of the complaint is final, based on the mutual agreement between both the parties. Accordingly, the insurer shall issue a Single premium policy within 15 days, under intimation to this office.

The complaint is disposed off accordingly.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: NOI-L-024-2223-1266

The complaint is resolved in terms of the agreement of the conciliation arrived at by the complainant and the insurer. Accordingly, the insurers shall cancel the policy and issue a fresh Single Premium policy, after adjusting mortality and administrative charges as applicable, with a lock-in period of 5 years without free-look option within 15 days under intimation to this office.

The complaint is disposed off, accordingly.

AWARD NO:IO/NOI/R/LI/0022/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RAKESH KUMAR
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: NOI-L-014-2223-1341
AWARD NO: IO/NOI/A/LI/0020/2023-2024

1.	Name & Address Of The Complainant	RAKESH KUMAR H.NO. C-2/6, OFFICERS COLONY BAJAJ HINDUSTAN SUGAR LTD. UNIT THANABHAWAN,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	420097248E	0	11-Sep-2021	11-Sep-2033	11-Sep-2021	59333	12 years/Annual	12 Years
3.	Name of insured		RAKESH KUMAR					
4.	Name of the insurer/broker		Edelweiss Tokio Life Ins. Co. Ltd.					
5.	Date of receipt of the Complaint		06-Mar-2023					
6.	Nature of Complaint		Policy mis-selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		59330					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		18-Apr-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Rakesh Kumar -Self					
	b) For the Insurer		Mr Gautam Kumar Gupta-DOE-Heard online(mobile)					
13.	Complaint how disposed		Award					

Brief Facts of the Case:

The complainant, Mr. Rakesh Kumar has alleged the mis-selling of the instant policy by a couple of agents in the pretext of saving the majority sum accumulated in his old Aviva Life Policy, with the promise of refund of the accumulated sum in the old policy along with the cancellation money refund of the instant policy in due course.

The insurer denied the complainant's cancellation request on the ground of request being made beyond the free look period available in the policy.

Contention of the complainant:

This is a complaint filed by Mr. Rakesh Kumar against the insurer for mis-selling of the instant policy.

The complainant has stated that he was approached by an agent, who knew his old Aviva Life Policy, misguided that the majority of his policy amount would go to the agent and offered a solution to buy a couple of dummy policies which would in due course of time be cancelled and he would get refund of all the money invested. Thereafter, a bunch of 4-5 people joined the bandwagon and sold him 11 odd policies in favor of his spouse and himself from different life insurance companies in a span of three years from 2018 to 2021 in the garb of nomination fee; tax deposits etc. thereby making him put his hard earned money to the tune of 5.5 lakh on different insurance products.

The Policy no. 420097248E was issued on 11.09.2021 at a yearly premium of Rs.59, 330/- for a policy term and premium paying term 12 years each.

The complainant made a request to the company for policy cancellation on which company declined on 13.05.2022.

Contention of the Respondent:

The insurer vide SCN dated 10.04.2023 has submitted that on receipt of duly filled and duly accepted Proposal Form bearing no. 420097248E dated 11.11.2020 from the complainant, the Income Builder product policy no. 420097248E, sourced through the Insurance Agent, Ms Poonam, was issued by the company to secure his life. The copies of welcome letter, first premium receipt, policy schedule, applicable terms and conditions, duly accepted proposal form and benefit illustrations applicable to policy was dispatched on 14.09.2021 by Speed Post POD no. EM686990677IN and the same was delivered on 23.09.2021. The policy is presently in lapsed status.

The insurer stated that complainant is a graduate, who had very well understood the product features all through the stages of Pre-Login Verification Call (PLVC) and Pre-Issuance Video Verification Call (PIVVC) as per its process logged in. The policy was issued after duly perusing and examining the details and documents (including KYC documents) provided by the complainant at the proposal stage validated via OTP sent on the registered mobile no 9411143484 of the complainant. The policy was sourced through an agent, thus, the Pre- Issuance Verification Call was done to inform that there were no additional benefits payable under the policy.

The company has submitted that the policy cancellation request made on 04.05.2022 after a lapse of seven months from the expiry of free look period was promptly responded by mail on 06.05.2022 followed by a rejection mail dated 13.05.2022. The instant policy is currently in lapsed status and may be revived by the complainant as per terms and conditions of the policy.

Observation and conclusions:

The hearing of the case took place on 18.04.2023. The complainant attended the hearing in person whereas the representative of the insurer was heard on-line (mobile). Both the parties reiterated their submissions.

The complainant was approached by an agent, who knew his old Aviva Life Policy, misguided that the majority of his policy amount would go to the agent and offered a solution to buy a couple of dummy policies, which would in due course of time be cancelled and he would get refund of all the money invested. Thereafter, a bunch of 4-5 people joined the bandwagon and sold him 11 odd policies in favor of his spouse and himself from different life insurance companies in a span of three years from 2018 to 2021 in the garb of nomination fee; tax deposits etc. thereby making him put his hard earned money to the tune of 5.5 lakh on different insurance products.

The complainant made a request to the company for policy cancellation on 04.05.2022 which company declined on 13.05.2022.

Insurer submitted that the Income Builder product policy no. 420097248E, sourced through the agent was issued after due diligence and compliance of due processes and formalities. The complainant approached the company on 04.05.2022 after a lapse of seven months from the expiry of 'free look period' as per the policy provision. Hence, the company rejected the request, letter dated 13.05.2022, conveying the reasons for their inability to cancel the policy.

During the course of hearing the complainant pleaded that he is the sole bread earner in the family and it is becoming increasingly difficult for him to manage continuing with too many high priced insurance policies including the instant one out of his present salary of Rs.40, 000/- per month. He is seeking respite from his present financial distress.

Taking into account the facts and circumstances of the instant case & complainant's financial distress in view of too many high priced policies vis-à-vis his financial situation, it would be prudent and justified on the part of the insurer to cancel the instant policy and refund the premium to the complainant to safeguard his hard earned money, after deducting requisite mortality coverage & administrative charges.

Insurer is advised to ensure compliance accordingly.

AWARD

COMPLAINT REF: NO: NOI-L-014-2223-1341

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is directed that the Insurer cancels the policy and refunds the amount to the complainant after deducting the applicable mortality and administrative charges.

The complaint is disposed off, accordingly.

AWARD NO:IO/NOI/A/LI/0020/2023-2024

Date:19/Apr/2023

INSURANCE OMBUDSMAN

Noida