

# बीमा लोकपाल कार्यालय

(राजस्थान)

Jeevan Nidhi II Ground Floor, LIC Building, Bhawani Singh Road, Ambedkar Circle  
Jaipur-302005. E-mail:- bimalokpal.jaipur@gbic.co.in

जीवन निधि द्वितीय ग्राउण्ड फ्लोर, एल.आई.सी बिल्डिंग, भवानी सिंह रोड, अम्बेडकर सर्किल

जयपुर-302005 E-mail:- bimalokpal.jaipur@gbic.co.in

JPR-L-019-1718-0132

In the matter of Ms. Akhilesh Verma

Vs.

HDFC Standard Life Ins. Co. Ltd.

*Award - 10/JPR/A/I/10005/2018-19*

(Under Rule 17 of the Insurance Ombudsman Rules, 2017)

1.	Name & Address of the Complainant	Ms Akhilesh Verma, Jaipur.
2.	Policy No: Type of Policy	18569009 Conventional
3.	Name of the insured Name of the policyholder	Ms Akhilesh Verma, -----do-----
4.	Name of the insurer	HDFC standard life Ins.Co. Ltd.
5.	Date of Repudiation/Denial	20.09.2016
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	11.07.2017
8.	Nature of complaint	Misselling
9.	Amount of Claim	40000/-
11.	Amount of relief sought	40000/-
12.	Date of hearing/place	30.04.2018 , Jaipur
13.	Representation at the hearing	
	a) For the Complainant	Ms Akhilesh Verma
	a) For the company	Sh Akash Singh
14.	Complaint how disposed/ date of Award/Order	Award/30.04.2018

1. Ms Akhilesh verma (herein after referred to as the complainant) had filed a complaint against the decision of HDFC standard Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging mis-selling of policy number 18569009.
2. The fact of the complaint is that a policy bearing no. 18569009 was sold to the complainant. This policy was sold with an annual premium of Rs 40000/- with commencement date 13.07.2016. The complainant was told by the representative of the respondent company that this policy would cover her own life and life of her husband also and that too for 99 years. She would get Rs 315000/- after 6 year if 5 premiums would be deposited and she would get medical cover of Rs 2 lakh for her family members etc. After receipt of policy document, she came to know the actual facts that what she was told was totally wrong, she requested for cancellation of policy and refund of premium. When Respondent company denied her request for cancellation of policy she approached the grievance redressal officer of the respondent company to cancel the said policy and refund of premium, but her complaint was not redressed. Thereafter the complainant approached this forum for redressal of her complaint.

3. The Insurance Company in its SCN dated 12.09.2017 submitted that the policy document was duly delivered to the complainant on 24.07.2016. The company received a complaint dated 18.09.2016, in the instant case, after the expiry of free look period. The complainant did not raise any concerns regarding the policy features within the said period of 15 days. In view of this, the respondent company denied to cancel the policy and refund of premium.
4. I heard both the sides the complainant as well as the Insurance Company. The complainant submitted that voice recording of PIVC was not hers because the mobile no. did not belong to her, on which call was made. She had also informed the company regarding this although she had signed the proposal form. Insurance company reiterated the contention mentioned in the SCN. **Accordingly an award is passed with the direction to the insurance company to cancel the subject policy 18569009 and refund the amount of Rs 40000/- to the complainant.**
5. The Award shall be implemented within 30 days on receipt of the same. The compliance of the same shall be intimated to this office for information and record.
6. Copies of the Award to both the parties.

Sandhya Baliga

Insurance Ombudsman

Date:30.04.2018



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(राजस्थान)

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जयपुर-302005 E-mail:- bimalokpal.jaipur@gbic.co.in

JPR-L-017-1718-0096

**In the matter of Sh.Babu Lal Jangid**

**Vs.**

**Future Generali Life Ins. Company Ltd.**

**Award - 10 JPR/LI/10005/2018-19**

**( Under Rule 17 of the Insurance Ombudsman Rules, 2017 )**

1.	Name & Address of the Complainant	Sh. Babu Lal Jangid , 313-K , Radha Swami Bagh , Ward no.-19,Basant Vihar , Jaipur Road , Chomu .
2.	Policy No: Type of Policy D.O.C. / Policy period Premium paying term	01304645 conventional 20.07.2016 / 18 12
3.	Name of the insured Name of the policyholder	Babu Lal Jangid Babu Lal Jangid
4.	Name of the insurer	Future Generali Life Ins. Co.
5.	Date of Repudiation/Rejection	24.03.2017
6.	Reason for repudiation/ Rejection	Not availed free look period option
7.	Date of receipt of the Complaint	05.05.2017
8.	Nature of complaint	Mis Selling
9.	Amount of Claim	60000
11.	Amount of relief sought	60000
12.	Date of hearing/place	30.04.2018 / Jaipur
13.	Representation at the hearing	
	a) For the Complainant	Babu Lal Jangid
	a) For the company	Jitendra Hitchandani
14.	Complaint how disposed/ date of Award/Order	Award / 30.04.2018

1. Sh.Babu Lal Jangid (herein after referred to as the complainant) had filed a complaint against the decision of Future Generali Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling of policy numbers 01304645 .
2. The fact of the complaint is that the complainant had purchased a policy bearing no. 01304645 on his life with Doc as 20.07.2016 having premium of Rs. 60000/- . The policy was reportedly sold on false promise of return of Rs.1.5 Lakh under his HDFC policy. He requested Ins. Co. for cancellation of the policy and refund of premium on 14.03.2017 which was rejected by the Co. vide their letter dt. 24.03.2017. Being aggrieved, he complainant approached this forum for redressing his complaint.
3. The insurer in its SCN dt. 27.06.2017 has denied all the allegations and averments mentioned in the complaint. The policy was issued on the basis of duly filled & signed proposal forms dt.08.07.2016. The first premium was paid by cheque and benefit illustrations & KYC documents were also submitted duly signed by him. The policy holder has answered all questions in affirmative in face to face interaction form. The complainant did not exercise the free look period of 15 days for cancellation of the policy, instead he requested for cancellation on 14.03.2017 which was responded by company vide their letter dt. 24.03.2017 in negative being out of free look period .

4. I heard both the sides the complainant as well as the Insurance Company. During personal hearing the complainant submitted that he was mis-sold policy by an agent. He does not own a furniture shop and works as a carpenter in furniture shop. Insurance co. reiterated as stated in SCN and also stated that there was face to face meeting & recording also. It appears to be a case of Mis selling as the personal details regarding occupation and income are incorrect.

**Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the premium paid to the complainant.**

5. The Award shall be implemented within 30 days on receipt of the same. The compliance of the same shall be intimated to this office for information and record.
6. **Copies of the Award to both the parties.**

**Sandhya Baliga**

**( Insurance Ombudsman )**

**Date:- April 30,2018**

**बीमा लोकपाल कार्यालय  
(राजस्थान)**

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जयपुर-302005 E-mail:- bimalokpal.jaipur@gbic.co.in**

JPR-L-025-1718-0104

In the matter of Sh Mukesh Kumar

Vs.

Exide Life Ins. Co. Ltd.

**Award - ID /JPR/O/LI/0006/2018-19**

(Under Rule 17 of the Insurance Ombudsman Rules, 2017)

1.	Name & Address of the Complainant	Sh Mukesh Kumar, Jaipur.
2.	Policy No: Type of Policy	03552416, 03529534 Conventional
3.	Name of the insured Name of the policyholder	Sh Mukesh Kumar -----do-----
4.	Name of the insurer	Exide life Ins.Co. Ltd.
5.	Date of Repudiation/Denial	08.06.2017
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	27.06.2017
8.	Nature of complaint	Mis selling
9.	Amount of Claim	23832/-
11.	Amount of relief sought	23832/-
12.	Date of hearing/place	30.04.2018 , Jaipur
13.	Representation at the hearing	
	a) For the Complainant	Sh Mukesh Kumar
	a) For the company	Sh Shyama Charan Vats
14.	Complaint how disposed/ date of Award/Order	Order/30.04.2018

1. Mr Mukesh Kumar( herein after referred to as the complainant) had filed a complaint against the decision of Exide Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging mis-selling of policy numbers 3552416 and 3529534.
2. The fact of the complaint is that two policies as stated above were reported to have sold to the complainant having commencement date 31.03.2017 and premium of Rs.12500/- and 11332/- respectively. At the time of sale, he was not told the features and benefits of the product. When he came to know the features of the product, he was not satisfied and applied for cancellation of the policies and refund of premiums. His request was not considered and respondent company denied to cancel the policies. Thereafter the complainant approached this forum for redressal of his complaint.

3. The Insurance Company in its SCN dated 22.09.2017 submitted that the plan, premium paying term, and premium installment amount were clearly defined and well within the knowledge of the complainant. It was also pertinent to mention that the complainant was in employment of EXIDE Life till 10.05.2017 and lodged his request for cancellation on 16.05.2017. However the complainant failed to exercise his free look period option and did not revert back within 15 days from the receipt of the policy bond. As request was made out of free look period, the policy could not be cancelled.
4. I heard both the sides the complainant as well as the Insurance Company. During personal hearing, the complainant submitted that policy document was received by his father. Insurance company submitted that the complainant was an employee of the same respondent company, resigned on 10.05.2017 and lodged complaint on 16.05.2017 which fact was not denied by the complainant. The complainant applied for cancellation of his policies after free look period. Accordingly the complaint filed by the complainant is hereby dismissed.
5. Copies of the Order to both the parties.

Date: 30.04.2018

  
Sandhya Baliga

Insurance Ombudsman

JPR-L-019-1718-0131

In the matter of Mr Mirja Abdul Aziz

Vs.

HDFC Standard Life Ins. Co. Ltd.

*Award - 70/JPR/A/LI/0007/2018-19*

(Under Rule 17 of the Insurance Ombudsman Rules, 2017)

1.	Name & Address of the Complainant	Sh Mirja Abdul Aziz, Jaipur.
2.	Policy No: Type of Policy	18762297,18790935 Conventional
3.	Name of the insured Name of the policyholder	Sh Mirja Abdul Aziz -----do-----
4.	Name of the insurer	HDFC standard life Ins.Co. Ltd.
5.	Date of Repudiation/Denial	25.05.2017
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	23.06.2017
8.	Nature of complaint	Misselling
9.	Amount of Claim	125000/-
11.	Amount of relief sought	125000/-
12.	Date of hearing/place	30.04.2018 , Jaipur
13.	Representation at the hearing	
	a)For the Complainant	Sh Mirja Abdul Aziz
	a) For the company	Sh Akash Singh
14.	Complaint how disposed/ date of Award/Order	Award/30.04.2018

- Sh Mirja Abdul Aziz (herein after referred to as the complainant) had filed a complaint against the decision of HDFC standard Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging mis-selling of policy numbers 18762297 and 18790935.
- The fact of the complaint is that two policies bearing no. 18762297 and 18790935 were sold to the complainant with commencement dates 24.10.2016 and 08.11.2016 having premiums of Rs 30000/- and 95000/- respectively. The complainant was given allurements of installing Digital Data Payment Machine at his premise and rent of Rs 30000/- thereon by the representative of the respondent company to procure these policies. When he came to know that what he was told was wrong, he requested respondent company to convert his policies into single premium policy. His request was not accepted then he approached grievance redressal officer of the respondent company but his complaint was not redressed. Thereafter the complainant approached this forum for redressal of his complaint.

3. The Insurance Company in its SCN dated 12.09.2017 submitted that the policy documents were duly delivered to the complainant on 15.12.2016. The company received a complaint dated 24.05.2017, in the instant case, after the expiry of free look period. The complainant did not raise any concerns regarding the policy features within the said period of 15 days. In view of this, the respondent company denied to cancel the policy and refund of premium.
4. The parties were called for personal hearing. It was noticed that one more policy bearing no 18805014 having premium of Rs 49000/- on the life of complainant's son Sh Minhas Mirza was also purchased from the respondent company. Both the parties mutually agreed on conversion of all the three policies into single premium policy of Rs. 174000/- on the life of his son Minhas Mirza. Accordingly an award is passed with the direction to insurance company to cancel all these three policies, i.e. 18762297, 18790935 and 18805014 and issue a new single premium policy on the life of Minhas Mirza.
5. The Award shall be implemented within 30 days on receipt of the same. The compliance of the same shall be intimated to this office for information and record.
6. **Copies of the Award to both the parties.**

  
Sandhya Baliga

Date: 30.04.2018

Insurance Ombudsman

JPR-L-018-1718-0116

In the matter of Mr Minhaz Mirza

Vs.

HDFC Standard Life Ins. Company Ltd.

Award - IO/JPR/A/LI/0007/2018-18

(Under Rule 17 of the Insurance Ombudsman Rules 2017)

1.	Name & Address of the Complainant	Mr Minhaz Mirza, Baran
2.	Policy No: Type of Policy DOC/Policy period Premium paying term	18805014 Conventional. 17.11.2016 07Yrs
3.	Name of the insured Name of the policyholder	Minhaz Mirza -----do-----
4.	Name of the insurer	HDFC Standard Life Insurance Com.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	03.07.2017
8.	Nature of complaint	Misrepresentation
9.	Amount of Claim	49000/-
11.	Amount of relief sought	49000/-
12.	Date of hearing/place	30.04.2018 ,Jaipur
13.	Representation at the hearing	
	a) For the Complainant	Minhas Mirza
	a) For the company	Akash Singh
14.	Complaint how disposed/ date of Award/Order	Award/30.04.2018

Mr Minhaz mirza (herein after referred to as the complainant) had filed a complaint against the decision of HDFC Standatrd Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misrepresentation of policy number 18805014.

1. The complainant submitted that he was mis-sold subject policy by the representative of respondent company having DOC 17.11.2016 and premium of Rs. 49000/- on a false promise of installation of digital payment machine alongwith monthly rental income of Rs 30000/ When he came to know the actual facts on receipt of policy documents, he applied for conversion of his policy into single premium policy. The said request was denied by the respondent company. Thereafter he approached this forum to redress his grievance.
2. The respondent company in its SCN dated 28.02.2018 Submitted that after the expiry of the free look period, the company received cancellation request from complainant. As the complainant did not raise any issue of mis sale within free look period of 15 days, company denied the said request of cancelling policy.

3. The parties were called for personal hearing. It was noticed that two more policies bearing nos 18762297 and 18790935 having premium of Rs 30000/- and 95000/- respectively were purchased by complainant's father from the respondent company. Both the parties mutually agreed on conversion of all the three policies into single premium policy of Rs 174000/- on complainant's life. **Accordingly an award is passed with the direction to insurance company to cancel all these three policies, i.e. 18762297,18790935 and 18805014 and issue a single premium policy on the life of the complainant Minhas Mirza.**
4. The Award shall be implemented within 30 days on receipt of the same. The compliance of the same shall be intimated to this office for information and record.
5. **Copies of the Award to both the parties.**

**Date : 30.04.2018**

  
**Sandhya Baliga**  
**Insurance Ombudsman**