PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – NEERJA SHAH

In the matter of Mr REUBEN J V/s EXIDE LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG-L-025-1819-0373
Award No: IO/BNG/A/LI/0040/2019-2020

1.	Name & Address of the Complainant	Mr Reuben J EWS 229,Gangotri Layout, 9th Cross (behind HP gas) Mysore-570009 Mob: 9886617842 Email id : cbereuben@gmail.com
2.	Policy No: Type of Policy Commencement of Policy /Policy Period/Premium Paying Term	03761455 Exide Life New Fulfilling Life Plan 27.03.2018/14 Years /7 Yrs
3.	Name of the Insured Name of the Policyholder	Mr Reuben J
4.	Name of the Respondent Insurer	Exide Life Insurance Company Limited
5.	Date of Repudiation/Rejection	28.09.2018
6.	Reason for Repudiation/Rejection	Out of Free look period
7.	Date of receipt of Annexure VI A	25.12.2018
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹. 35,000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	₹. 35,000/-
12.	Complaint registered under Rule No	13(1)(b) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	25.04.2019/Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Mukund Sharma, Asst . Manager
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.05.2019

17. Brief Facts of the Case:

The complaint emanated from the repudiation of the request for cancellation of policy and refund of the premium by the Respondent Insurer (hereinafter referred as RI). The Complainant raised the complaint with GRO of RI, the response was not satisfactory. Hence, he approached this Forum for justice.

18. Cause of Complaint:

a. Complainant's argument: -

The Complainant stated that he availed the above mentioned policy for himself with trust on the representatives of the RI who offered him the ten lakhs loan amount from Kotak Mahindra bank at lower interest rate. Complainant alleged that one Mrs Renuka (Mob#9566060221) and Mr Shiv Kumar (Mob#8428150155 & Ofc#8220100946) approached him telephonically and offered him ten lakhs loan with a pre condition that he has to take insurance policy from Exide Life Insurance Company.

The Complainant submitted that he received an email from id kotakmahindra411@gmail.com on 26.03.2018 for payment of premium through online link where in the proposal number was mentioned as "OM225154" .The representatives asked him to pay the premium for Exide Life Insurance through that link so that his loan amount could be processed at the back end office of Kotak Mahindra Bank.

The Complainant submitted that after payment of the premium he tried approaching the aforesaid agents for loan details but their numbers were found switched off. He also approached the Cyber Crime Tamil Nadu State (CCTNS) and submitted the Online Acknowledgement of the CCTNS where he had registered the case regarding the said incident on 02.07.2018.

The Complainant stated that he was mentally troubled by the rude behaviour of the Exide Staff and later understood that it was his mistake to part with his hard earned money to Exide Life Insurance and pleaded for refund of premium amount of ₹. 35,000/-. The request of the Complainant was repudiated by the RI.

Aggrieved, the Complainant registered his complaint with this Forum for justice.

b. Respondent Insurers argument: -

The RI in their SCN dated 27.02.2019 denied all the allegations made by the Complainant in the said complaints as false, unfounded and not based on merits and the demands therein and not sustainable. The RI stated that the Complainant had not disclosed the facts as they happened.

The RI submitted that on the receipt of duly filled up proposal form along with valid KYC documents from the Complainant, policy bearing no 03761455 was issued. The receipt of the policy documents was not disputed by the Complainant. The Complainant is a Graduate, who is presumed to be aware of the sanctity of his signatures on a document and thus is estopped from denying the contents of the proposal forms duly signed by him at the proposal stage as well as the contents of any documents related to the captioned policies signed thereafter.

The RI further submitted that the Complainant has not provided any proof of mis-selling and puts the Complainant to strict proof of his allegations.

Furthermore, RI placed reliance upon the 'Plan Summary' document (part of policy bond) which clearly lays down the terms and conditions along with the benefits associated with respect to policy, which has been duly signed by the Complainant.
The RI stated that seeking cancellation within the stipulated Free-Look cancellation period is the right of the Complainant in case he is not satisfied with the policies sourced. In the instant case policy holder approached them vide letter dated 02.07.2018, which was after lapse of more than 04(Four) months from the receipt of the policy documents. 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 proof of mis-selling will lead to gross miscarriage of justice and will set poor precedent.

In the light of the aforementioned submissions, facts, circumstances and material documents and in the interest of justice and equity, RI requested that the complaint may be dismissed.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal: -

a. Complaint along with enclosures,
b. Respondent Insurer's SCN along with enclosures and
c. Consent of the Complainant in Annexure VI A & Respondent Insurer in VII A.

21. Result of Personal hearing with both the parties (observations & Conclusions): -

The issue which requires consideration is whether RI's repudiation of request for cancellation of policy and refund of premium by Complainant is appropriate.

During the course of personal hearing on 25.04.2019, both the parties reiterated their earlier submissions. In addition to what was submitted earlier, Complainant further added that he has signed and submitted all loan related papers to the email id kotakmahindra411@gmail.com from which he got the online link for payment of premium to this policy. As per the snapshot of his Gmail account submitted by him it is seen that he was pursuing his loan sanction with what he thought to be Kotak Mahindra Bank. During the course of personal hearing the Complainant informed that he was also trying to contact Kotak Mahindra representatives telephonically at the numbers mentioned at para 18 (a) above.

This shows that the complainant was under the bonafide belief that his loan would be sanctioned.
Had his loan been sanctioned he would have continued with the policy. If he knew that there was no requirement of policy to be taken from Exide to avail loan from Kotak Mahindra Bank he would have opted for the Free look period. The Complainant has proved beyond doubt that he had genuine requirement of loan which could not be sanctioned as the representatives has misled into the believing that the Exide policy is pre requisite for availing loan from Kotak Mahindra and the email account given by them to approach Kotak Mahindra bank is not genuine.

The Forum notes that the sale has happened through telemarketing and online payment mode. However Forum is not able to understand why the RI completed the policy through agent at Chennai when the policy holder is from Mysore and his registered address as per policy is also of Mysore.

The Forum also notes that RI has conducted the internal investigation based on the complaint as per the email received by the Complainant. The RI neither in SCN nor in Personal hearing mentioned anything about the findings from their internal investigation.

Furthermore, the fact that the RI is not in a position to confirm the medium (Online/Offline/Cheque/Cash) of receipt of first premium from complainant and the status (Exit/Active) of the agent in their company shows that the internal investigation could not rebut the allegations made by the Complainant.

As the RI could not defend the alleged discrepancies and all the above information, documents and facts submitted indeed lead to discrepancies involved in issuance of policy. Accordingly benefit of doubt is given to the Complainant.

AWARD

Taking into account the facts & circumstances of the case, documents submitted and the submissions made by both the parties during the course of personal hearing, this Forum directs the RI to refund the premiums received from the Complainant.

The complaint is ALLOWED.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, 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.

Dated at Bengaluru on the 10th day of May, 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – NEERJA SHAH

In the Matter of Mrs. RADHA BHASKAR V/s BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG--L--006--1819--0350
Award No: IO/BNG/A/LI/0046/2019-2020

1.	Name & Address of the Complainant	Mrs. Radha Bhaskar 12/86, Rashtriya Vidyalaya Rd., BASAVANAGUDI BANGALORE 560004 08026571138
2.	Policy No: Type of Policy: Name of Policy Commencement of Policy/ Policy Period/PPT	0337275521 Life - Pension Policy Bajaj Allianz Retire Rich Regular Premium ULIP Policy 25.08.2017 07/05 Yrs - Annual Premium ₹. 1,25,000
3.	Name of the Insured Name of the Policyholder	Mrs. Radha Bhaskar
4.	Name of the Respondent Insurer	Bajaj Allianz Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	N.A
6.	Reason for Repudiation/Rejection	N.A
7.	Date of receipt of Annexure VI A	17.12.2018
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Convert the policy to Single Premium or Refund the premium paid ₹. 1,25,000/- with interest
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Convert the policy to Single Premium or Refund the premium paid₹. 1,25,000/- with interest
12.	Complaint registered under Rule No	13 (1) (c) & (d)of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	10.04.2019/Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	None
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	24.05.2019

17. Brief Facts of the Case:

The dispute has arisen on account of issue of a pension policy for annual premium instead of single premium as discussed with the Respondent Insurer (hereinafter referred to as RI) at the time of taking the policy. Complainant requested for either to change the policy to single premium or to refund the premium paid with interest. Despite taking up with the GRO of RI his request was not considered. Hence, the Complainant has approached this Forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant aged 73 years was sold annual premium policy instead of single premium for a premium of ₹ 1,25,000/-. She stated that it might be due to printing mistake. She stated that she and her husband aged 86 years have no other income except an old house. Her husband retired from HMT Watches in the year 1991. Out of meagre retirement benefits they have saved a little and wanted to invest with the Insurer. Since the complainant is not capable to pay such a huge premium every year for 5 years due to their age and financial conditions she has requested either to convert the policy to single premium policy as originally preferred by the Complainant or to refund the premium with reasonable interest within 15 days.

b. Respondent Insurer's argument:-

The RI in their SCN stated that considering all the facts and position of the complainant they being customer centric company, have decided to refund the premium amount to the complainant.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c) and hence the same was registered.

20. The following documents were placed for perusal: -

d. Complaint along with enclosures,
e. Respondent Insurer's SCN along with enclosures and
f. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether this is a case of Mis-Sale.

During the course of personal hearing on 10.04.2019, the Complainant informed the Forum that she wanted only single premium (one-time Payment Policy) but the RI issued annual premium policies. She being very old with meagre income, cannot afford to pay the annual premium which is a heavy burden on her. The RI vide their mail dated 09.04.2019 informed the Forum that they could not attend the hearing due to year end work.

From the records placed before the forum, it is observed that the life assured/Complainant is a senior citizen aged 73 years at the time of availing the said policy. The RI should have issued a single premium policy considering her age and premium paying capacity. But the RI issued an annual premium policy ULIP – Pension policy for an annual premium of ₹.1,25,000/- which is a financial burden on her especially in the light of the fact that she has got 2-3 other policies. Hence, the Forum notes that this is a case of Mis-Sale'.

The RI vide their SCN dated 25.01.2019 have informed the Forum that they have decided to refund the premium amount to the Complainant. But the Complainant insisted that the said policy be converted into 'Single Premium Policy' as she was interested in continuing the policy for the risk cover.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the Personal Hearing, the RI is directed to convert the said policy into single premium policy for an amount of ₹. 1,25,000/-. If it is not possible for the RI to issue single premium policy, the RI is directed to refund total premiums paid without deduction of any charges together with interest at 8.25%(6.25% bank rate+2% as per Sec142(iv) of Policy Holders Protection Rules 2017)from the date of filing the complaint i.e. 01.10.2018 to till the date of payment.

The complaint is '**Allowed'**.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions Of Insurance Ombudsman Rules, 2017:

a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.

b. According to Rule 17(6) of the 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 the Ombudsman.

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Dated at Bengaluru this 24th Day of May 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. H.S.V. PRASAD V/s HDFC STANDARD LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L--019--1819 – 0485

Award No: IO/BNG/A/LI/0056/2010-2020

1.	Name & Address of the Complainant	Mr. H.S.V. Prasad #634, 1st Cross, 3rd Stage, 3rd Block Basaveshwara Nagar Bangalore – 560079 (M): 9845511813

2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT	15943583 Life – ULIP - Annuity HDFC Life Pension Super Plus 21.03.2013 15 Years
3.	Name of the Insured Name of the Policyholder	Mr. H.S.V. Prasad
4.	Name of the Respondent Insurer	HDFC Standard Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	04.12.2018
6.	Reason for repudiation/ Rejection	Cancellation of the policy beyond 'cooling off period' Not allowed
7.	Date of receipt of Annexure VI-A	01.02.2019
8.	Nature of complaint	Mis-representation of material facts at the time of sale
9.	Amount of claim	Complete fund value as on the date of settlement
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	Complete fund value as on the date of settlement
12.	Complaint registered under Rule No	13(1) (c) & (d) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	21/05/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Vinay – Assistant Manager
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	30.05.2019

17. Brief Facts of the Case:

The complaint arose due to the alleged mis-sale of said policy representatives of the Respondent Insurer (RI). Though he represented to the RI about the alleged mis sale to the Grievance Redressal Officer (G.R.O.) of the RI they maintained that the said policy cannot be cancelled beyond cooling off period. Not satisfied with the RI decision, the Complainant has approached this Forum for redressal of his grievances.

1**8. Cause of Complaint: -**

a. Complainant's argument:

The Complainant vide his letter dated 04.01.2019 stated that he is an imperia customer of HDFC bank for the past 15 years. While availing the said policy during the year 2013, the Complainant was informed that if he paid the annual premium for 5 years, he could withdraw the said amount with applicable benefits after completion of 5 years. After completion of the said 5 years 'lock-in period, when he approached the RI regarding the same, the officials of the RI informed him that he was eligible for 1/3rd of the fund value as lump sum, and the balance in the form of annuity. The Complainant's intention was not to go in for the said annuity policy as he has made adequate provision for his monthly pension. The Complainant further stated that he trusted the bank representative and signed the proposal forms blindly on 'ut most good faith' but not the benefit illustration and that he was not

aware of the 'Cooling Off Cancellation' clause. When he approached the G.R.O. of the RI, the RI has closed the case without conducting fair and un-biased condition. Alleging mis-sale of the said policy at the time of solicitation, the Complainant has sought the help of this Forum seeking cancellation of the policy and refund of premiums paid. With utter displeasure & disappointment he has approached this Forum for complete refund of entire fund value.

b. Respondent Insurer's argument:

The RI vide their SCN dated 15.05.2019 stated that based on the requirements received from the Complainant, the RI issued the said policy on 20.04.2013 and despatched the same along with 'Cooling Off cancellation clause' to the Complainant and the Complainant has received the same. The Complainant has never raised any issues during the 'Cooling Off Period' but came back on 31.05.2018 i.e. after a gap of 5 years with a 'Surrender Request'. The RI processed the request and sought the filling up of surrender processing form, but the Complainant is wanting full payment of fund value which is contrary to the policy conditions. As per policy conditions as applicable for 'Surrender of the policy', 1/3 of the fund value can be commuted and paid to the policy holder and whereas for the remaining 2/3rd, the same is to be paid in the form of annuity.

The RI further contended that the complaint filed by the Complainant is a clear cut after thought, and he is estopped from seeking cancellation of the said policy after 5 years. The Complainant has clearly understood the product and policy features of the pension plan as explained to him and he has acknowledged the same by signing the addendum to the proposal form as the addendum inter alia provides for the written acknowledgement given by the life assured on policy features as explained to the life assured.

The policy benefit illustration clearly provides on the policy wise benefits up to 2027. The allegation made by the Complainant that HDFC bank official misguided him by assuring that the policy could be surrendered at any time and the complainant old withdraw the amount as held under the policy is untenable.

The RI drew attention to decision of NCDRC in the case of 'Mehinder Sharma V/s Aviva Life Insurance wherein it was held that 'the conduct of the Complainant in not exercising the option to cancel the policy despite the said option having been expressly made available to him in the policy, itself clearly shows that all the terms and conditions of the insurance policy were accepted by him and that is why the option for cancellation of the policy was not exercised by him. Therefore the Complainant has absolutely no case as far as the insurer is concerned.

As regards the assurance alleged to have been given to the Complainant by Canara Bank, admittedly no written assurance was given to him by the bank. In the consumer complaint, the Complainant did not disclose the name of the bank officer/official who allegedly gave the said verbal assurance to him. Had any such verbal assurance been given, Complainant could give the name the concerned officer /

official in the complaint and implead him as party to the said complaint. The Complainant did not take up the matter with the bank also. The aforesaid conduct of the Complainant is yet another indicator that in fact no verbal assurance was given to him by bank officers. Had the bank officers given verbal assurance as alleged by the Complainant, he would have certainly exercised the option to cancel the policy within the 'cooling off period' as the said policy was not in conformity with the alleged verbal assurance'.

Under the above circumstances, the RI prayed for dismissal of the said complaint and render justice.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(d) and hence, it was registered.

20. The following documents were placed for perusal: -

a. Complaint along with enclosures,
b. Respondent Insurer's SCN along with enclosures and
c. Consent of the Complainant in Annexure VIA &and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether this is a case of Mis-Sale and whether the Complainant is eligible for cancellation of the said policy.

During the personal hearing on 21.05.2019, the Complainant reiterated as stated in his complaint letter.

The RI informed the forum that as this was a direct marketing case, they have not maintained call logs and prayed the Forum to render justice based on the NCDRC ruling in aforementioned case and also on all the relevant facts on record.

The Forum after careful examination of records and deliberations before the Forum, has observed that the Complainant availed the said policy on 21.03.2013 for a period of 15 years by paying an annual premium of
₹. 3,00,000/-. It is 'HDFC Life Pension Super Plus' – an ULIP annuity policy. The RI issued the said policy and despatched the policy bond along with 'cooling off cancellation clause' and other enclosures to the Complainant. The Complainant has received the policy and was in possession of the same for 5 years. The Complainant has paid the premium for 5 years and lodged the complaint with the RI for the first time in 2018 about the alleged mis selling.

The Complainant is expected to go through the policy and if dis-satisfied for any reason should have contacted the RI during 'Cooling Off Period'. But the Complainant having failed to do so, has approached the RI & the Forum belatedly after completion of 5 years. The Complainant paying the premium for 5 years and maintaining silence over long duration is a pointer to the fact that he was in complete agreement with the terms and conditions of the policy.

As the Complainant has thoroughly failed to prove 'Mis-Sale' of the said policy, the Forum does not find any reason to interfere with the decision of the RI.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the complaint is **'Dismissed'.**

Dated at **Bengaluru** on 30th day of May **2019**

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

Mr. Uday Kumar Jain…….. ……..……. Complainant

V/S

Aegon Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-001-1819-0613 ORDER NO: IO/BHP/A/LI/ 0070 /2019-2020

1.	**Name & Address of the Complainant**	**Mr. Uday Jain** **146 Vineet Kunj Kolar Road,** **Bhopal**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**150314378421, 150314378414** **Aegon Religare Flexi Money Back Guarantee** **31.03.2015, 31.03.2015**
3.	**Name of the insured** **Name of the policyholder**	**Mr.Uday Kumar Jain** **Mr. Uday Kumar Jain**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**18.06.2018**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**22.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.1,22,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.1,22,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**24.05.2019 at Bhopal**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr. Uday Kumar Jain**
	• **For the insurer**	**Absent**

15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**24.05.2019**

- Mr. Uday Kumar Jain (Complainant) has filed a complaint against Aegon Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to him by the respondent company on pretext of single premium and giving false assurance of refund of previous policy amount. He was told that his old refund file shall be cleared and amount shall be refunded. He further stated that he was misguided on false assurance. He made request for cancellation of policies before the respondent but his request was not considered. The complainant approached this forum for payment of full amount.

  The respondent have stated that policies were issued on the basis of proposal form and dispatched on 02.04.2015 through Blue dart courier with option of free look period which were delivered to the complainant on 03.04.2015. The complainant had filed his complaint on 07.06.2018 i.e. after lapse of more than 3 years and after lapse of free look period. Respondent have further stated that no reason has been provided by the policyholder to justify the delay of more than 3 years in approaching the insurer.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- None appeared on behalf of respondent during hearing. I have heard complainant at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- Above policies were issued on 31.03.2015 which were dispatched on 02.04.2015 through Blue Dart Courier and delivered to the complainant on 03.04.2015. Receipt of policies is not disputed. Complainant has filed his complaint and sought refund on 07.06.2018 which is after more than of three years of receipt of policy. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The

complainant is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr. Uday Kumar Jain stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : May 24, 2019 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Uday Kumar Jain…….. ……..…….……. Complainant

V/S

Bajaj Allianz Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-006-1819-0614 ORDER NO: IO/BHP/R/LI/ 0071 /2019-2020

1.	**Name & Address of the Complainant**	**Mr. Uday Jain** **146 Vineet Kunj Kolar Road,** **Bhopal**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**0300456747, 0301945090, 0332247832** **Bajaj Allianz Lifelong Assured** **06.05.2013 , 18.06.2013, 17.02.2017**
3.	**Name of the insured** **Name of the policyholder**	**Mr.Uday Kumar Jain** **Mr. Uday Kumar Jain**
4.	**Name of the insurer**	**Bajaj Allianz Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**17.04.2018**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**22.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.1,56,757/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.1,56,757/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**24.05.2019 at Bhopal**
14.	**Representation at the hearing**	

	For the Complainant	**Mr. Uday Kumar Jain**
	For the insurer	**Ms. Srishti Nigam**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**24.05.2019**

- Mr. Uday Kumar Jain (Complainant) has filed a complaint against Bajaj Allianz Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to him by the respondent company on pretext of single premium and giving false assurance of refund of previous policy amount. All policies were issued on false assurance of one time premium and stating that he will get amount alongwith refund file amount. He further stated that he was misguided on false assurance. When he came to know about factual position, he made request for cancellation of policies before the respondent but his request was not considered. The complainant approached this forum for payment of full amount.

  The respondent in their SCN have stated that policies were issued on the basis of proposal form on 06.05.2013, 18.06.2013 and 17.02.2017 with option of free look period of 15 days. The complainant filed his first complaint on 28.03.2018 which is after lapse of free look period.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Bajaj Allianz Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing nos. 0300456747, 0301945090, 0332247832 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the

complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties. Compliance of above shall be intimated to this forum.
- Let copies of this order be given to both parties.

Dated: May 24, 2019
(G.S.Shrivastava)
Place : Bhopal **Insurance Ombudsman**

Mr. Uday Kumar Jain…….. ……..…….……. Complainant

V/S

Reliance Nippon Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-036-1819-0615 ORDER NO: IO/BHP/R/LI/ 0072 /2019-2020

1.	**Name & Address of the Complainant**	**Mr. Uday Jain** **146 Vineet Kunj Kolar Road,** **Bhopal**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**51174889, 51300748, 51085136** **Reliance Life Ins. Guaranteed Money Back Plan** **30.09.2013, 07.11.2013, 10.07.2013**
3.	**Name of the insured** **Name of the policyholder**	**Mrs.Prachi Jain,Mr.Uday Kumar, Mrs.Prachi** **Mr. Uday Singh**
4.	**Name of the insurer**	**Reliance Nippon Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**29.03.2018**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**22.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.2,21,455/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.2,21,455/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**24.05.2019 at Bhopal**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Uday Kumar Jain**
	For the insurer	**Mr. Abhishek Ajmera, Branch Service Manager**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**24.05.2019**

- Mr. Uday Kumar Jain (Complainant) has filed a complaint against Reliance Nippon Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to him by the respondent company on pretext of single premium and giving false assurance of refund of previous policy amount. He was told on telephone that they will do needful by fulfilling the deficiency of refund file and to process the refund we will have to invest in some insurance and this amount shall be refunded alongwith old refund. He further stated that he was misguided on false assurance. When he came to know about factual position, he made request for cancellation of policies before the respondent but his request was not considered. The complainant approached this forum for payment of full amount.

  The respondent in their SCN have stated that policies were issued on the basis of proposal form and dispatched on 04.10.2013, 08.11.2013 and 12.07.2013 through speed post with option of free look period of 15 days which were delivered on 09.10.2013, 11.11.2013 and 15.07.2013 to the complainant. The complainant had approached with a request for cancellation of his policies after more than 5 years of the expiry of free look period. The complaint is time barred also.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Reliance Nippon Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing nos. 51174889, 51300748, 51085136 and issue a single premium policy with lock-in period of 5 years after completing the required formalities

by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties. Compliance of above shall be intimated to this forum.
- Let copies of this order be given to both parties.

Dated: May 24, 2019
(G.S.Shrivastava)
Place : Bhopal **Insurance Ombudsman**

Mr. Vineesh Shrivastava……..…….. Complainant

V/S

Bharti Axa Life Insurance Co.Ltd…….....…….……Respondent

COMPLAINT NO: BHP-L-008-1819-0466 ORDER NO: IO/BHP/A/LI/ 0049/2019-2020

1.	**Name & Address of the Complainant**	**Mr. Vineesh Shrivastava, Civil Ward no.4, PWD colony PWD office, Damoh, Jabalpur**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**501-2218086 Life Secured income plan 28.07.2014**
3.	**Name of the insured Name of the policyholder**	**Mr.Vineesh Shrivastava -same-**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**-**
6.	**Reason for Repudiation/ Rejection**	**-**
7.	**Date of receipt of the Complaint**	**14.01.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 1,50,792/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**13.05.2019 at Bhopal**
14.	**Representation at the hearing**	
	For the Complainant	**Absent**
	For the insurer	**Mr. Abhishek Kiro, Financial Advisor**

15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**13.05.2019**

- Mr. Vinessh Shrivastava (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd.(Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by respondent company on pretext of single premium policy which he can withdraw after 5 years but respondent issued him policy of 5 years premium paying term. When he came to know about factual position, he made request to company to convert his policy into single premium policy and after maturity to refund the amount of Rs.1,50,792.05. The amount with interest has not been paid to him till date. It is further stated that amount of Rs.1,50,792.05 has been illegally retained by the company. The complainant approached this forum for refund of his money with interest.

  The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched to the complainant on 16.08.2014 through courier no. 33001422985 with option of free look period of 15 days which was delivered to the complainant on 22.08.2014 but complainant did not invoke the free look option and did not revert within 15 days. Respondent has further stated that complainant has made false allegations with respect to approaching respondent company as there is no record of the same and the complainant has directly approached this Hon'ble Authority with his grievance.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- During hearing complainant remained absent. I have heard respondent's representative at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- Policy was issued on 28.07.2014 which was dispatched on 16.08.2014 through courier and delivered to the complainant on 22.08.2014. Receipt of policy has not been made disputed by the complainant in the complaint. Complainant has filed his complaint and sought refund on 11.08.2018 which is after approximately four years from the receipt of the policy document and had not applied within free look period. The complainant

could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a post graduate Govt. servant and he is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it. None appeared on behalf of complainant to press the complaint at the time of hearing.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr. Vineesh Shrivastava stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : May 13, 2019 **(G.S.Shrivastava)**

Place : Bhopal **Insurance Ombudsman**

Mr. Vineesh Shrivastava……..…….. Complainant

V/S

Reliance Life Insurance Co.Ltd.…….....…….……Respondent

COMPLAINT NO: BHP-L-036-1819-0496 ORDER NO: IO/BHP/A/LI/ 0050 /2019-2020

1.	**Name & Address of the Complainant**	**Mr. Vineesh Shrivastava, Civil Ward no.4, PWD colony PWD office, Damoh, Jabalpur**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**51636525 Reliance Guaranteed Money Back 15.07.2014**
3.	**Name of the insured Name of the policyholder**	**Mr.Vineesh Shrivastava -same-**
4.	**Name of the insurer**	**Reliance Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**-**

6.	**Reason for Repudiation/ Rejection**	**-**
7.	**Date of receipt of the Complaint**	**14.01.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**13.05.2019 at Bhopal**
14.	**Representation at the hearing**	
	For the Complainant	**Absent**
	For the insurer	**Mr. Abhishek Ajmera, Sr.Branch Manager**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**13.05.2019**

- Mr. Vineesh Shrivastava (Complainant) has filed a complaint against Reliance Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by agent of respondent company on pretext of single premium policy but he received the policy of premium amount Rs.1,00,000.39, yearly. When he contacted the agent, he assured him that he will change the policy as one time premium. But after some time he has received a cheque dated 11.12.2017 of Rs.14,826/- from the respondent intimating him that his plan has been terminated. It is further stated that amount of Rs.1lac has been illegally retained by the company. The complainant approached this forum for redressal of his grievance.

  The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched through speed post no. EA732388IN to the complainant on 17.07.2014 with option of free look period of 15 days which was delivered to the complainant on 22.07.2014 but complainant had approached for cancellation of policy after 4-5 years of the expiry of free look period. They further stated that amount of Rs. 14,826.97 was refunded through cheque which was encashed by the complainant.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- During hearing complainant remained absent. I have heard respondent's representative at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- Policy was issued on 15.07.2014 which was dispatched on 17.07.2014 through speed post No. EA732388118IN and delivered to the complainant on 22.07.2014. Receipt of policy has not been made disputed by the complainant in the complaint. Complainant has sent his complaint and sought for cancellation of policy on 13.08.2018 after expiry of four years from the receipt of the policy document and had not applied within free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a post graduate Govt. servant and he is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it. None appeared on behalf of complainant to press the complaint at the time of hearing.
- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr. Vineesh Shrivastava stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : May 13, 2019 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mrs. Om Kalia **V/s Max Life Insurance Company**

COMPLAINT REF. No. : CHD-L-032-1718-0871

1. On 30.08.2017, Mrs. Om Kalia had filed a complaint against Max Life Insurance Company in respect of policy bearing number 816662993

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. On 27.03.2019, Mrs. Om Kalia has also confirmed through letter that she has received refund of premium i.e. Rs. 35338 under policy mentioned in the complaint. Now, she is satisfied and has requested for closure of the complaint.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Ramesh Kumar V/s Max Life Insurance Company

COMPLAINT REF. No. : CHD-L-032-1819-0418

1. On 25.06.2018, Mr. Ramesh Kumar had filed a complaint against Max Life Insurance Company in respect of policies bearing numbers 201627874, 207810540, 251416236 and 207808262.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 26.03.2019 that they have already refunded the premium amount Rs. 1,19,411/- to the complainant's bank account under policies numbers 201627874, 207810540, 251416236 and 207808262 and the same has been confirmed by Mr. Ramesh Kumar telephonically on 02.05.2019.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Avinash Kumar V/s Max Life Insurance Company

COMPLAINT REF. No. : CHD-L-032-1718-1090

1. On 27.11.2017, Mr. Avinash Kumar had filed a complaint against Max Life Insurance Company in respect of policy bearing number 520149691.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 08.04.2019 that they have already refunded the premium amount Rs. 74.790.05 vide UTR number HSBCN18186621312 to the complainant under above policy number on 05.07.2018 pursuant to settlement agreement dated 25.06.2018.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Sukvinder Singh V/s Max Life Insurance Company

COMPLAINT REF. No. : CHD-L-032-1819-1457

1. On 09.03.2019, Mr. **Sukvinder Singh** had filed a complaint against Max Life Insurance Company in respect of policies bearing numbers 866466980,866396823& 79041573

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, vide mail dated 21.02.2019, the complaint has informed that insurance company has already resolved his complainant. Accordingly complaint may be closed.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

CASE NO- CHD-L-032-1718-0828
Case of Mr.Vijay Singh V/s Max Life Insurance Co. Ltd. (Gurgaon)

1. On 24.07.2017 Mr. Vijay singh had filed a complaint of mis-selling against **Max Life Insurance Co.Ltd.** in respect of policy bearing no.125537647.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3 Now, the insurer has informed in personal hearing that they have already issued cheque amounting Rs.20000/-as refund of total premium deposited under the policy bearing number 125537647 to the complainant .

4. **Mr. Vijay Singh or his representative** has not attended on any of dates fixed for personal hearing on 29.11.2018, 22.02.2019, 10.04.2019 & 03.05.2019.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

CASE NO- CHD-L-032-1718-0725
Case of Mr. Pawan Siwach V/s Max Life Insurance Co. Ltd. (Mumbai)

1. On 25.07.2017, **Mr. Pawan Siwach** had filed a complaint of misselling of policy against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 268133071

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed in personal hearing that they have already issued Cheque amounting Rs.30000/-as refund of total premium deposited under the policy bearing number 268133071 to the complainant .

4. Opportunities of personal hearing were given to complainant on 29.11.2018, 22.02.2019, 10.04.2019 & 03.05.2019 but the complainant or his representatives did not attend on any of dates fixed above.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Onkar Sharma V/s ICICI Life Insurance Company

COMPLAINT REF. No. : CHD-L-032-1718-1449

1. On 27.02.2018, Mr. Onkar Singh had filed a complaint against Max Life Insurance Company in respect of policy bearing number 17807313.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 08.04.2019 that they have already refunded the premium amount Rs. 65,000.65/- through NEFT dated 04.04.2019 to the complainant under above policy number and the same has been confirmed by Mr. Onkar Singh telephonically.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ali Afsar Vs ICICI Prudential Life Insurance Co. Ltd.

CASE NO-CHD-L-021-1718-1355

1. On 15-02-2018, **Mr. Ali Afsar** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 21656944, 21664800. The complainant has alleged that initially policies were convinced him for one year but the insurer has issued him five year annual premium paying policies.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3 Now, the insurer has informed vide letter dated 26.02.2019 and also in personal hearing that the company has decided to cancel the policies and will process the refund of premium amounting Rs. 3,10,000, as and when, the complainant submits necessary documents ,informed vided letter dated 14.02.2019 & 26.02.2019.

4. Mr. **Ali Afsar** has not attended on any of dates fixed for personal hearing on 08.02.2019, 10.04.2019 & 03.05.2019.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Sham Dass Gaba V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0077

1.	**Name & Address of the Complainant**	**Shri Sham Dass Gaba** **#29, Sector 6, Karnal**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**50481279, 50979116** **Guaranteed Money Back** **15/5 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Harkesh Gaba** **Shri Sham DAss Gaba**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**04.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 65, 000**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**

14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 04.05.2018, Shri Sham Dass Gaba had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 50979116 and 50481279 which were issued fraudulently on false assurances of bonus and excellent returns. The policies were issued by forging his son's signatures and giving incorrect information. His son was an SHO in Delhi police while in the proposal form, he has been shown to be a hardware businessman. His income has also been mentioned incorrectly. He complained to the Insurance Company on 26.01.2018 but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant said that he was mis-sold two policies in 2012 in the name of his son by using fake Ids and forging his signatures. When he realized the fraud, he complained to the Insurance Company in 2013 but did not get any relief.

b) Insurers' argument:

The representative of the Company informed that the policies bearing numbers 50481279 and 50979116 were issued on 29.10.2012 and 09.05.2013 for a premium of Rs. 40,000/= and Rs. 25,000/= to be paid for 5 years each. The policies were delivered on 06.11.2012 and 31.05.2013 respectively and the first complaint was received on 28.10.2013 after 5 months from the purchase of the policies. Further, he has approached the Ombudsman office after more than five years from the filing of complaint to the Insurance Company.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policies willingly. He received the policy documents in 2012 but complained to the Company in 2013. Had the signatures been forged, ho should have complained to the Company immediately but he contacted the Insurance

Company after 5 years in 2018 after making the first complaint in 2013. Further, he approached this office after an inordinate delay of 5 years for which he could not provide any justifiable explanation.

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.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

Copy to: **Complainant**
Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Shri Bhagwan Shastri V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0200

1.	**Name & Address of the Complainant**	**Shri Shri Bhagwan Shastri** **Vill Nathuwas PO Palwas, Distt Bhiwani**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**51714666, 51748364** **Guaranteed Money Back** **15/5 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Shri Bhagwan Shastri**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**25.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 49,000/= approx.**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 25.05.2018, Shri Shri Bhagwan Shastri had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 51714666 and 51748364 on the pretext of sanctioning an interest-free loan. When he did not get the assured loan, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a)Complainant's argument:

The complainant said that he was told that Reliance wanted to enter into Banking and hence was offering interest-free loan. His Ids were taken over email and was told that he would get the loan within 48 hours. Then, he was informed that the loan had been approved but he was required to purchase a policy for Rs. 30,000/=. Few days later, he was sold another policy for Rs. 19,000/=. He was again asked to invest more but he refused, He kept waiting but did not get any loan.

b)Insurers' argument:

The representative of the Company informed that the policies bearing numbers 51714666 and 51748364 were issued on 01.07.2014 and 29.07.2014 for a premium of Rs. 30,000/= and Rs. 19,000/= to be paid for 5 years each. The policies were delivered on 24.07.2014 and 06.08.2014 respectively and the first complaint was received on 25.04.2018 i.e. after 4 years from the purchase of the policies. Policy 51714666 was foreclosed on 17.07.2017 and a cheque of amount of Rs. 4381.77 was sent on 14.12.2017 which was encashed on 22.12.2017. Policy 51748364 was foreclosed on 29.07.2017 and a cheque for amount of Rs. 2741.58 was sent on 21.12.2017 which was encashed on 08.01.2018.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policies willingly in the hope of getting an interest-free loan. Even though he did not receive the loan in the due time of 48 hours, he did not complain to the Insurance Company. Instead, he kept purchasing policies. Even after receiving the policy documents in time, he contacted the Insurance Company after an inordinate delay of 4 years for which he could not provide any justifiable explanation. Further, he has also encashed the cheques of foreclosure amount sent by the Company.

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.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

Copy to: **Complainant**
Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Ashok Kumar V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0198

1.	**Name & Address of the Complainant**	**Shri Ashok Kumar** **Vill Jandera, PO Rajput, Teh Palampur** **Distt Kangra**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53006699** **Super Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Vivek Singh** **Shri Ashok Kumar**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**23.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1,10,492/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 06.05.2018, Shri Ashok Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53006699 on 12.07.2017 for a premium of Rs. 1,14,492/=. He was told that it was a single premium policy, however, on perusal of the

policy document, he learnt that he was required to pay premium every year. The policy document was delivered to his residence on 25.07.2017, but he was not at home. So, he complained to the Insurance Company on 10.08.2017but the Company rejected his request of policy cancellation as it was made after the freelook period. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy bearing number 53006699 was issued on 12.07.2017 for a premium of Rs. 1,10,500/= to be paid for 10 years. The policy was delivered on 24.07.2017 and the first complaint was received on 10.08.2017 i.e. after 17 days from the receipt of the policy. In view of only 17 days of delay, the Insurance Company agreed to cancel the policy and refund the premium collected there-under with an interest of 7% from the date of complaint to the Insurance Company till the date of actual payment.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Bharat Bhushan Arora V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0034

1.	**Name & Address of the Complainant**	**Shri Bharat Bhushan Arora** **#682, Sector 10, Panchkula**
2.	**Policy No:** **Type of Policy**	**53131543, 53135839** **Fixed Savings**

	Duration of policy/Policy period	**12/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Bharat Bhushan Arora** **Shri Lekh Raj Arora, Ms. Kanta Kumari**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**20.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2 lakhs approx.+ interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 20.04.2018, Shri Bharat Bhushan Arora had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 513131543 and 53135839 to his parents which would yield results better than those provided by banks. They were also offered Sony LED Television. However, the policy documents were taken back as soon as they were received by his parents and they could not get the policies cancelled in 15 days. Further, they also gave a fake Sony TV. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant said that his parents were lured into purchasing the policies by offering a Sony LED TV along with better returns than those given by Banks. The policy documents were

also taken back from them and hence, they could not go through the terms and conditions. Although a TV was given but it was fake. Finally, he complained to the Insurance Company.

18) The Insurance Company informed that the policies bearing numbers 513131543 and 53135839 were issued on 25.01.2018 and 31.01.2018 for a premium of Rs. 99,900/= each to be paid for 10 years. The policies were delivered on 02.02.2018 and 09.02.2018 respectively and the first complaint was received on 25.06.2018 i.e. after 5 months from the purchase of the policies. Even then, the Company agreed to cancel the mentioned policies and refund the premium collected there-under without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Ajit Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0250

1.	**Name & Address of the Complainant**	**Shri Ajit Singh** **#11A, Guru Diwan Nagar Garha, Jalandhar**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52882177** **Increasing Income (Double SA)** **16/8 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Ajit Singh**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**04.06.2018**

8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 25,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 04.06.2018, Shri Ajit Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52882177 which were issued fraudulently on false assurances of getting commission under existing policies. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy was issued on 21.02.2017 for a premium of Rs. 25,000/= to be paid for 8 years. The policy was delivered on 07.03.2017. However, the Insurance Company agreed to cancel the policy and refund the premium collected there-under with an interest of 7% from the date of complaint to the Insurance Company till the date of actual payment.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Nirmal Singal V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0253

1.	**Name & Address of the Complainant**	**Shri Nirmal Singal** **#516, Sector 18B, Chandigarh**
2.	**Policy No:** **Type of Policy**	**52582853** **Fixed Savings**

	Duration of policy/Policy period	**12/7 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Mukul Singal** **Shri Nirmal Singal**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**12.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1,78,525/= + Rs. 10,000/= interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 12.06.2018, Shri Nirmal Singal had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52582853 which was issued fraudulently. The agent took a cheque from his son in his absence for renewal premium under another policy but got a new policy issued. Later, he forcibly took another premium also. Not satisfied with the returns, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant re-iterated the contents of his complaint and said that the policy was issued without his consent and using fake documents. He was away at Mt. Abu for a health camp and

on his return, he received the policy document which was after three months. He immediately complained but was told to pay another premium and he would get back the money after that. However, he could not get back his money.

18) The Insurance Company informed that the policy was issued on 31.03.2016 for a premium of Rs. 90,050/= to be paid for 7 years. The policy was delivered on 08.04.2016 and the first complaint was received on 16.05.2018 i.e. after 2 years and after payment of two premiums. However, the Company has offered to cancel the policy and adjust the premium collected into a new unit-linked single premium policy subject to underwriting and fulfillment of requirements.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Anita Singal V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0254

1.	**Name & Address of the Complainant**	**Ms Anita Singal** **#516, Sector 18B, Chandigarh**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52582939** **Fixed Savings** **12/7 years**
3.	**Name of the insured** **Name of the policyholder**	**Ms Anita Singal**
4.	**Name of the insurer**	**Reliance Life Insurance Company**

5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**12.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1,78,525/= + Rs. 10,000/= interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 12.06.2018, Ms Anita Singal had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52582939 which was issued fraudulently. The agent took a cheque from her son in her absence for renewal premium under another policy but got a new policy issued. Later, he forcibly took another premium also. Not satisfied with the returns, she complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, she has approached this office to seek justice.

17) The complainant said that her complaint was identical to her husband's complaint. The policy was issued without her consent and using fake documents. She was away at Mt. Abu for a health camp and on her return, she received the policy document which was after three months. She immediately complained but was told to pay another premium and he would get back the money after that. However, she could not get back his money.

18) The Insurance Company has informed that the policy was issued on 29.03.2016 for a premium of Rs. 90,050/= to be paid for 7 years. The policy was delivered on 05.04.2016 and the first complaint was received on 11.05.2018 i.e. after 2 years and after payment of two premiums. However, the Company has offered to cancel the policy and adjust the premium collected into a new unit-linked single premium policy subject to underwriting and fulfillment of requirements.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Vijay Bedi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0284

1.	**Name & Address of the Complainant**	**Shri Vijay Bedi** **C 501, Progressive Housing Apartments** **Plot 69, Sec 55, Gurugram**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52950138** **Future Income** **24/12 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Varun Bedi** **Shri Vijay Bedi**
4.	**Name of the insurer**	**Reliance Life Insurance Company**

5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**01.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 55,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Settled by Company**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 01.06.2018, Shri Vijay Bedi had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52950138 which was issued fraudulently on false assurances of settling his investment in SBI Magnum. When, he did not get any refund and the agent became incommunicado, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy was cancelled and the premium of Rs. 55,000/= was refunded on 30.06.2018.

18) The receipt of payment is confirmed by the complainant vide email dated 08.05.2019.

19) The complaint is thus, closed.

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Varun Biala V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0308

1.	**Name & Address of the Complainant**	**Shri Varun Biala**

		#2444, Street No. 3, Kot Bhagat Singh **Sultanwind Road, Amritsar**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52969710** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Varun Biala**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**13.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1 lakh approx.**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 13.06.2018, Shri Varun Biala had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52969710. He bought the policy in May, 2017. After much follow-up, he received the policy kit on 06.03.2018 and learnt that the assurance of getting Rs. 8 lakhs by investing Rs. 50,000/= was incorrect. So, on the same date, he requested for cancellation of policy which was not done. Instead, another premium was

deducted from his account on 15.05.2018. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant re-iterated the contents of the complaint and said that he purchased the policy on 15.05.2017. He did not receive the policy document even after follow-up and hence, complained to the Insurance Company on 05.04.2018. On 06.04.2018, the Company regretted the inconvenience caused to him and sent him the policy kit by email. Not agreeing to the terms and conditions, he sought freelook cancellation on 07.04.2018 which was declined on 10.04.2018.

18) The Insurance Company informed that the policy bearing number 52969710 was issued on 15.05.2017 for a premium of Rs. 50,000/= to be paid for 10 years. The policy was delivered on 24.05.2017 and the first complaint was received on 17.04.2018 i.e. after one year from the receipt of the policy. Even then, the Company agreed to cancel the mentioned policy and refund the premium collected there-under without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Hemant Gaur V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0311

1.	**Name & Address of the Complainant**	**Shri Hemant Gaur** **D-3/810, GH-2, SIDCO Shivalik Aprtments** **Sector-1, IMT, Manesar, Gurugram**

2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52793375, 52821740** **Increasing Income** **16/8 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Hemant Gaur, Ms. Deepa Gaur**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**14.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 98,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 14.06.2018, Shri Hemant Gaur had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 52793375 and 52821740. He was contacted over telephone and informed about a new scheme launched by financial department, Govt. of India wherein he would get Hyundai Creta, medical cash cards of Rs. 6 lakhs on investing in insurance companies. When he realized that he has been cheated, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant said that he received a call from SB Brokers in 2016 offering him a policy similar to LADLI scheme of the government, launched by the Reliance Nippon Life Insurance Company on its anniversary. He was assured that he would get Rs. 24,800/= quarterly and his medical tests would be done free of cost. However, when none of the assurances were fulfilled, he complained to the Insurance Company but could not get any relief.

18) The Insurance Company informed that the policies bearing numbers 52793375 and 52821740 were issued on 05.11.2016 and 14.12.2016 respectively for a premium of Rs. 49,000/= each to be paid for 8 years. The policies were delivered on 17.11.2016 and 02.01.2017 respectively and the first complaint was received on 21.03.2018 i.e. after more than one year from the receipt of the policies. However, the Insurance Company offered to convert the mentioned policies into a single premium policy with current RCD and without any freelook clause subject to underwriting and fulfillment of requirements.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Love Dhiman V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0327

1.	**Name & Address of the Complainant**	**Shri Love Dhiman** **# 435/2, Sector 44A, Chandigarh**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53186047** **Fixed Savings** **12/5 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Love Dhiman**

4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**03.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1 lakh approx.**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Ms. Shashi Khana, Mother**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 03.07.2018, Shri Love Dhiman had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53186047 on an assurance that he could get a refund within 15 days. He requested for cancellation of policy which was not done. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company informed that the policy bearing number 53186047 was issued on 24.03.2018 for a premium of Rs. 1,00,617/= to be paid for 5 years. The policy was delivered on 06.04.2018. However, the Insurance Company agreed to cancel the mentioned policy and refund the premium without interest or deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 06.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurmit Singh Waraich V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0328

1.	**Name & Address of the Complainant**	**Shri Gurmit Singh Waraich**

		#747, Urban Estate, Phase I, Jalandhar
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**51401118, 51186092** **Guaranteed Money Back**
3.	**Name of the insured** **Name of the policyholder**	**Shri Gurmit Singh Waraich**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**07.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 40,000/= + Rs. 25,000/= interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 07.07.2018, Shri Gurmit Singh Waraich had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 51401118 and 51186092 on the pretext of getting bonus under old existing policies. When he did not get the assured money,

he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant said that he had bought some policies of Bharti Axa which got lapsed as he could not pay premiums. After some time, he started getting calls offering informing him that bonus had been declared on those policies. He was sold policies in order to claim the bonus along with refund of new policies but did not get anything.

18) The Insurance Company has informed that the policies bearing numbers 51401118 and 51186092 were issued on 05.09.2013 and 30.12.2013 for a premium of Rs. 20,000/= to be paid for 5 years each. The policies were delivered on 16.09.2013 and 08.01.2014 respectively and the first complaint was received on 06.02.2014 i.e. after 1 month from the purchase of the policies. However, the Insurance Company agreed to cancel the policies and refund the premium collected there-under without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurvinder Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0331

1.	**Name & Address of the Complainant**	**Shri Gurvinder Singh** **#132, Mahesh Nagar, Ambala Cantt.**

2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52390491** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Gurvinder Singh**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**02.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1,49,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 02.07.2018, Shri Gurvinder Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52390491 on the pretext of sanctioning an interest-free loan. When he did not get the assured loan, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant said that he had approached Bajaj Finance for a loan. Meanwhile, he received a call from Reliance Life offering him loan on pre-condition of purchasing 2 policies. Although he purchased the policies but no loan was disbursed.

18) The Insurance Company has informed that the policy bearing number 52390491was issued on 12.10.2015 for a premium of Rs. 1,49,000/= to be paid for 10 years. The policy was delivered on 17.10.2015 and the first complaint was received on 01.07.2016 i.e. after 8 months from the purchase of the policy. However, the Insurance Company has offered to convert the mentioned policy into a single premium policy with current RCD and without any freelook clause subject to underwriting and fulfillment of requirements.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Naresh Kumar V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0334

1.	**Name & Address of the Complainant**	**Shri Naresh Kumar** **Vill Dhanori, Teh Narwana, Jind**
2.	**Policy No:**	**52411456**

	Type of Policy **Duration of policy/Policy period**	**Increasing Income (Double SA)** **24/12 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Naresh Kumar**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**09.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2,54,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 09.07.2018, Shri Naresh Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52411456 on the pretext of getting refund of money invested in existing policy. However, when he did not get any return, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company informed that the policy bearing number 52411456 was issued on 04.11.2015 for a premium of Rs. 2,54,000/= to be paid for 12 years. The policy was delivered on 12.11.2015 and the first complaint was received on 08.01.2016 i.e. after 2 months from the purchase of the policies. However, the Insurance Company has offered to convert the mentioned policy into a single premium policy with current RCD and without any freelook clause subject to underwriting and fulfillment of requirements.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurdip Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0371

1.	**Name & Address of the Complainant**	**Shri Gurdip Singh**

		Vill Thakipur, PO Panwa **Hoshiarpur**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52492673** **Money Back** **20/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Gurdip Singh**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2,40,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 05.07.2018, Shri Gurdip Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 52492673 which was sold fraudulently as an FD. In fact, he was sold many policies of other insurance companies also. When he

realized that he had been cheated, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The complainant said that he was sold a policy by misguiding him that it was an FD. His earnings did not permit him an investment of Rs. 2.5 lakhs every year.

18) The Insurance Company has informed that the policy was issued on 13.01.2016 for a premium of Rs. 2,40,000/= to be paid for 10 years. The policy was delivered on 10.02.2016 and the first complaint was received on 30.05.2018 i.e. after more than 2 years from the purchase of the policy. However, the Insurance Company has offered to convert the mentioned policy into a single premium policy with current RCD and without any freelook clause subject to underwriting and fulfillment of requirements.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Ram Parsad V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0372

1.	**Name & Address of the Complainant**	**Shri Ram Parsad** **#647, Rajiv Colony, Near Labour Chowk** **Sector 17, Panchkula**

2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**52337831, 53000085, 53015735, 53045641, 53043970, 53060243** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Ram Parsad, Shri Ranjit Das**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2 lakhs approx.**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 05.07.2018, Shri Ram Parsad had filed a complaint against Reliance Life Insurance Company about mis-selling of six policies bearing numbers 52337831, 53000085, 53015735, 53045641, 53043970 and 53060243 on the pretext of giving loan for her daughter's education who had stood first in a competition conducted in her school. He was sold some policies in the name of his friends as well. However, he later realized that he had been cheated and he complained to

the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed the following details:

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
52237831	20,000	15 years	Ram Parsad	04.06.2015	24.06.2015
53000085	16,220	10 years	Vibha Rani	30.06.2017	07.07.2017
53015735	45,000	10 years	Ram Lakhan	18.08.2017	30.08.2017
53045641	49,999	10 years	Surinder Singh	12.09.2017	09.10.2017
53043970	49,999	10 years	Rahul Kumar	08.09.2017	06.10.2017
53060243	17,000	10 years	Ranjit Das	28.09.2017	16.10.2017

The first complaint was received on 04.06.2018 which was after 8 months from the purchase of the policies. However, the Insurance Company agreed to cancel the policies bearing numbers 52237831 and 53060243 and refund the premium collected there-under without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019 with respect to his own and Shri Ranjit Das's policy who had authorized him for the same. All others have submitted separate complaints.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Mitalie Sharma V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0373

1.	**Name & Address of the Complainant**	**Ms Mitalie Sharma** **#1311, Sector 15B, Chandigarh**
2.	**Policy No:**	**53109581**

	Type of Policy **Duration of policy/Policy period**	**Fixed Savings** **12/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Ms Mitalie Sharma**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1 lakh + interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 05.07.2018, Ms Mitalie Sharma had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53109581 which was sold fraudulently. She was told that premium was to be paid for three years. She did not receive the policy document by post, instead the policy was left at her house by one Puneet Arora after many reminders. On perusal of the policy document, she realized that the premium was to be paid for 12 years. Moreover, none of the assured gifts or cash discounts were given to her. When she realized that he had been cheated, she complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, she has approached this office to seek justice.

17) The complainant said that she wanted to invest in a very short term policy; however, she was sold a policy of 10 years premium paying term. She did not receive the policy document and after much follow-up, the Company's representative left it at her residence.

18) The Insurance Company informed that the policy was issued on 27.12.2017 for a premium of Rs. 99,500/= to be paid for 10 years. The policy was delivered on 24.01.2018 and the first complaint was received on 01.05.2018 i.e. after 3 months from the purchase of the policy. However, the Insurance Company agreed to cancel the policy and refund the premium collected there-under without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

21) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Anil Kumar V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0456

1.	**Name & Address of the Complainant**	**Shri Anil Kumar** **#615, Gali No. 1, Near Shiv Mandir**

		Basai Enclave, Gurugram
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53209257** **Guaranteed Money Back** **20/15 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Anil Kumar**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**01.08.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 50,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 01.08.2018, Shri Anil Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53209257 which was sold on the pretext of getting loan as well as health benefits. He received the policy bond on 20.05.2018 and learnt that the policy did not offer any of the assured benefits. So, he sought freelook cancellation

on 28.05.2018 which was declined by the Company. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy was issued on 27.04.2018 for a premium of Rs. 50,000/= to be paid for 15 years. The policy was delivered on 03.05.2018. However, the Insurance Company agreed to cancel the policy and refund the premium collected there-under with an interest of 7% from the date of complaint to the Insurance Company till the date of actual payment.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 06.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Surinder Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1401

1.	**Name & Address of the Complainant**	**Shri Surinder Singh** **#647, Rajiv Colony, Near Labour Chowk** **Sector 17, Panchkula**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53045641** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Surinder Singh**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**13.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 49,999/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Shri Ram Parsad, Friend**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 13.03.2019, Shri Ram Lakhan had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53045641 on the pretext of giving loan to his friend's daughter's education who had stood first in a competition conducted in her school. The money was given by his friend. However, he later realized that his friend had been cheated and he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed the following details:

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
53045641	49,999	10 years	Surinder Singh	12.09.2017	09.10.2017

The first complaint was received on 04.06.2018 which was after 8 months from the purchase of the policy. However, the Insurance Company agreed to cancel the mentioned policy and refund the premium collected there-under without interest or deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 06.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Vibha Rani V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1402

1.	**Name & Address of the Complainant**	**Ms Vibha Rani** **#647, Rajiv Colony, Near Labour Chowk** **Sector 17, Panchkula**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53000085** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Ms Vibha Rani**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**13.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 16,220/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Shri Ram Parsad, Husband**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 13.03.2019, Ms Vibha Rani had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53000085 on the pretext of giving loan to her daughter's education who had stood first in a competition conducted in her school. However, she later realized that she had been cheated and he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, she has approached this office to seek justice.

17) The Insurance Company has informed the following details:

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
53000085	16,220	10 years	Vibha Rani	30.06.2017	07.07.2017

The first complaint was received on 04.06.2018 which was after 8 months from the purchase of the policy. However, the Insurance Company agreed to cancel the mentioned policy and refund the premium collected there-under without interest or deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 06.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Ram Lakhan V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1403

1.	**Name & Address of the Complainant**	**Shri Ram Lakhan** **#647, Rajiv Colony, Near Labour Chowk** **Sector 17, Panchkula**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53015735** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Ram Lakhan**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 45,000**
12.	**Complaint registered under**	**12.1(c)**

	Rule no: of RPG rules	
13.	**Representation at the hearing**	
	For the Complainant	**Shri Ram Parsad, Son**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 13.03.2019, Shri Ram Lakhan had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53015735 on the pretext of giving loan to her son's daughter's education who had stood first in a competition conducted in her school. The money was given by his son. However, he later realized that his son had been cheated and he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed the following details:

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
53015735	45,000	10 years	Ram Lakhan	18.08.2017	30.08.2017

The first complaint was received on 04.06.2018 which was after 8 months from the purchase of the policy. However, the Insurance Company agreed to cancel the mentioned policy and refund the premium collected there-under without interest or deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 06.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Rahul Kumar V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1404

1.	**Name & Address of the Complainant**	**Shri Rahul Kumar** **#647, Rajiv Colony, Near Labour Chowk** **Sector 17, Panchkula**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**53043970** **Guaranteed Money Back** **15/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Rahul Kumar**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**13.03.2019**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**

10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 49,999**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Shri Ram Parsad, Cousin**
	For the insurer	**Shri GG Padmakar Tripathi, Sr. Mgr Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date of hearing/place**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 13.03.2019, Shri Rahul Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of a policy bearing number 53043970 on the pretext of giving loan to his cousin's daughter's education who had stood first in a competition conducted in her school. The money was given by his cousin. However, he later realized that his cousin had been cheated and he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed the following details:

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
53043970	49,999	10 years	Rahul Kumar	08.09.2017	06.10.2017

The first complaint was received on 04.06.2018 which was after 8 months from the purchase of the policy. However, the Insurance Company agreed to cancel the mentioned policy and refund the premium collected there-under without interest or deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 06.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 8th day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Raghbir Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-1332

1.	**Name & Address of the Complainant**	**Shri Raghbir Singh** **#357, Vill Hathan, Malerkotla, Sangrur**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**51460831** **Guaranteed Money Back** **20/10 years**
3.	**Name of the insured** **Name of the policyholder**	**Ms Ranjit Kaur** **Shri Raghbir Singh**
4.	**Name of the insurer**	**Reliance Nippon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**

6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**07.02.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 30,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed in Default**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 07.02.0218, Shri Raghbir Singh had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of a policy bearing number 51460831 by forging his own and his wife's signatures. The request for cancellation was also collected from his home but the same was not cancelled. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Company has informed that the policy bearing number 51460831 was issued on 14.02.2014 for a premium of Rs. 30,000/= to be paid for 10 years. The policy was delivered on 26.02.2014 and the first complaint was received on 12.09.2015 which was 1.5 years after the purchase of the policy.

18) Neither the complainant nor her representatives appeared for the personal hearing on 17.01.2019, 15.03.2019 and 06.05.2019. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: **Complainant**

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Milap Chand V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0146

1.	**Name & Address of the Complainant**	**Shri Milap Chand** **#28, Mehal Sutrehaad, Palampur, Kangra**
2.	**Policy No:** **Type of Policy**	**19882864, 50726734** **Cash Flow, Guaranteed Money Back**

	Duration of policy/Policy period	**16 years, 15/5 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Milap Chand/Ms Sumna Devi** **Shri Milap Chand**
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**06.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 62,000/= approx.+ interest**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 06.05.2018, Shri Milap Chand had filed a complaint against Reliance Life Insurance Company about mis-selling of two policies bearing numbers 19882864 and 50726734 on the pretext of getting very good returns along with bonus. He was invited to a seminar conducted by the Insurance Company where he was explained many benefits of purchasing one-time policy of the Insurance Company. He bought a policy for Rs. 12,000/=. Later, he was sold another policy in order to get better returns. However, when he did not get any return, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) **Cause of Complaint:**

a)Complainant's argument:

The complainant said that he was mis-sold two policies on the pretext of getting bonus under existing policies. He purchased 6 policies in all, out of which two were from Reliance Life.

b)Insurers' argument:

The representative of the Company informed that the policies bearing numbers 19882864 and 50726734 were issued on 29.02.2012 and 30.01.2013 for a premium of Rs. 12,000/= and Rs. 49,620/= to be paid for 16 years and 5 years respectively. The policies were delivered on 03.03.2012 and 07.02.2013 respectively and the first complaint was received on 19.03.2018 i.e. after 6 years from the purchase of the policies.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policies willingly in the hope of getting very good bonus. Even though he received the policy documents in time, he contacted the Insurance Company after an inordinate delay of 6 years for which he could not provide any justifiable explanation.

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.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

Copy to: **Complainant**
Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Pawan Malhotra V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-1252

1.	**Name & Address of the Complainant**	**Shri Pawan Malhotra** **2027C, Block No. 22, Housing Board Flats** **Sector 63, Chandigarh**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**51528941** **Money Multiplier** **10 years**

3.	**Name of the insured** **Name of the policyholder**	**Shri Pawan Malhotra** **Shri Khairati Lal Malhotra**
4.	**Name of the insurer**	**Reliance Nippon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**08.01.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 94,000/= approx. + interest**
12.	**Complaint registered under** **Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 08.01.0218, Shri Pawan Malhotra had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of a policy bearing number 51528941. In 2014, he was telephonically informed of the benefits accrued under an existing policy for which he was required to purchase a policy. He would have to pay three premiums and the risk coverage would continue. However, after paying three premiums, when he sought withdrawal of the policy, he learnt that the risk coverage was not available henceforth. He requested the Insurance Company to discontinue the policy and refund the premium but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a)Complainant's argument:

The complainant said that a policy was sold to his father on the pretext of getting bonus. He was told that he would get the money back after one year. After one year, he was told to pay for three years to get a refund. However, even after that he could not get his money back.

b)Insurers' argument:

The representative of the Company has informed that the policy was issued on 12.03.2014 for a premium of Rs. 31,500/= to be paid for 10 years. The policy was delivered on 20.03.2014 and the first complaint was received on 08.08.2017 which was more than 3 years after the purchase of the policy and after payment of three premiums.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy willingly. He did not raise any objection even after receiving the policy document. Further, the complainant has submitted three premiums which indicate his willingness to continue the policies.

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.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Kanshi Ram Garg V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0206

1.	**Name & Address of the Complainant**	**Shri Kanshi Ram Garg** **Garg Niwas, VPO Mehli, Shimla**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**17975972, 52399254, 52469350, 52465662, 52469521, 52481625, 52571671, 14182258** **+ two undelivered policies** **Various plans**
3.	**Name of the insured** **Name of the policyholder**	
4.	**Name of the insurer**	**Reliance Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**

7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 10,07,000/=**
12.	**Complaint registered under** **Rule no: of RPG rules**	**12.1(c)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**06.05.2019/Chandigarh**

16) Brief Facts of the Case:

On 31.05.2018, Shri Kanshi Ram Garg had filed a complaint against Reliance Life Insurance Company about mis-selling of ten policies bearing numbers 17975972, 52399254, 52469350, 52465662, 52469521, 52481625, 52571671, 14182258 and two undelivered policies to him and his family members on the pretext of recovering money lost in earlier lapsed policies. When he did not get the assured money, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant said that he was told to purchase policies in other people's names in order to save tax and the amount would be refunded to him within 72 hours.

b) Insurers' argument:

The representative of the Company has informed the following

Policy No.	Premium	Term	Life Assured	Date of Issue	Date of Delivery
17975972	95,000	15 years	Shashi Kala Sharma	28.09.2010	29.09.2010
52399254	20000	10 years	Tara Dutt	06.11.2015	11.12.2015
52469350	99000	10 years	Kamal Kishore Garg	22.12.2015	01.01.2016

52465662	99000	10 years	Kuldeep Kumar	22.12.2015	01.01.2016
52469521	99000	10 years	Sanjeev Kumar Garg	19.12.2015	07.01.2016
52481625	99000	10 years	Rajesh Kumar	07.03.2016	14.03.2016
52571671	99000	5 years	Vijay Kashyap	14.03.2016	28.03.2016
14182258	15000	15 years	Neesha Devi	31.03.2009	

The foreclosure details of the policies was as under

Policy No.	Foreclosure/Surrender Amount	Sent on	Encashed on
17975972	96061	14.06.2016	NEFT
52399254	28985.55	20.11.2018	07.12.2018
52469350	14330.55	04.01.2019	Not encashed
52465662	14330.55	04.01.2019	Not encashed
52469521	47768.5	29.12.2018	Not encashed
52481625	14336.54	16.03.2019	
52571671	14335.66	27.03.2019	
14182258	1007.73	29.09.2014	

The policies were sold from March, 2009 to March, 2016 but no complaint was received even though renewal premium notices were sent regularly. In 2016, he surrendered one of the policies but still did not file any complaint regarding the rest. The first complaint was received on 23.02.2018 i.e. after 9 years from the purchase of the first policy.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant is neither the Life Assured nor the proposer

under any of the policies. The policyholders have not filed any complaint regarding the policies. The complainant has transferred money to other individual's personal accounts from where individual policies were purchased. The complainant alleges that he was to get back his entire amount within 72 hours, but he did not complain when the same was not done. Further, he did not raise any objection regarding other policies when he surrendered one of the policies.

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.

Dated at Chandigarh on 8th day of May, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Hawa Singh Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-0940

1.	**Name & Address of the Complainant**	**Mr. Hawa Singh S/o Mr. Harphool Singh, Village- Aleva, Distt.- Jinda, Haryana-0** **Mobile No.- 9813219405**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**140114011493 / 22-03-2014** **Flexi Money Back Advantage Insurance Plan** **Rs. 32000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Amarjeet Singh** **Mr. Amarjeet Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**09-10-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (c)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Hawa Singh**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**

15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 09-10-2017, Mr. Hawa Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 140114011493. The complainant had alleged that the agent of the company called him on mobile impersonating him as a senior officer from IRDA and allured the complainant that a very lucrative scheme had been launched and premium would be deposited one time. The complainant was also assured that after one month double amount would be refunded and on the similar pretexts the said agent/broker arranged to issue 22 policies of different Insurance Companies. The complainant had approached the insurer with the complaint on 10.04.2017 but the Insurer informed that request for cancellation of policy should be within 15 days of receipt of policies and declined the request being out of free look period.

18. The representative of the company informed that they have issued policy bearing no. 140114011493 on 22.03.2014 with Yearly premium of Rs. 32000/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document vide speed post on 17.04.2014 at the communicated address. However, the company agreed to cancel the policy bearing no. 140114011493 and refund the premium received therein to the complainant, without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 10.05.2019.

20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Gurinder Pal Singh Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-0944

1.	**Name & Address of the Complainant**	**Mr. Gurinder Pal Singh S/o Pyara Singh,** **Village- Thatta, P.O.- Sarhali, Tara Taran, Punjab-0**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Prem.**	**150214342908 / 04-03-2015** **Aegon Life Premier Endowment Insurance Plan** **Rs. 4746/- (monthly)**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Gurinder Pal Singh** **Mr. Gurinder Pal Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**09-10-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**

15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 09-10-2017, Mr. Gurinder Pal Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd.in respect of policy bearing no. 150214342908 alleged to have been missold on the pretext as FD for 02 years and he would receive double the amount as against deposited amount under the said policy. He has also stated that he is a bus conductor with very low income whereas his annual income has been mentioned as Rs. 2.20 Lakhs in the proposal forms and when he requested the insurance company vide his letter dated 30-11-2016 to cancel the above policy and refund the premium , he did not receive satisfactory reply from the insurer. Hence feeling aggrieved the complainant has approached this office to seek justice.

Annexure VI-A received on 10.05.2019.

Insurer's SCN received on 08.01.2018.

As per SCN received from the Insurance Company, it is explained that they have issued policy bearing no. 150214342908 on 04.03.2015 with monthly premium of Rs. 4746/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document vide speed post on 20.03.2015 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received in June 2017 which is 02 years after the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Gurinder Pal Singh, the complainant reiterated the contents of the complaint and submitted that he is bus conductor and earning Rs. 3500/- only per month .He further submitted that the said policy has been sold to him fraudulently and requested for refund of his money with interest.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 02 years after the expiry of free look period hence his request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, It is observed that the complainant was allured and misssold above policy, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder. It is also observed that even the monthly premium payable under the said policy is more than the monthly salary of the complainant.

AWARD

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 a direction to the insurance company to cancel the policy bearing no 150214342908, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Shiv Mohan Sharma Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1135

1.	**Name & Address of the Complainant**	**Mr. Shiv Mohan Sharma** **House No.- 1066, Khera Mohalla, Yamunanagar,** **Haryana- 135001** **Mobile No.- 9416350959**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**150214341879 & 150214336211** **28-02-2015 & 26-02-2015** **Flexi Money Back Advantage Insurance Plan** **10/14 Years / 43000/-, 40000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Shivay, Mr. Shiv Mohan Sharma** **Mr. Shiv Mohan Sharma**

4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**06-12-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premiums paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 06-12-2017, Mr. Shiv Mohan Sharma had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 150214341879 & 150214336211 alleged to have been missold on the pretext of benefits payable under his existing Max policies. When he requested the insurance company vide his letters dated 16.04.2015 and 19.09.2017 to cancel the above policies and refund the premiums, it was declined by the insurer. Hence feeling aggrieved the complainant has approached this office to seek justice.

Annexure VI-A received on 27.12.2017.

Insurer's SCN received on 02.01.2018.

As per SCN received, the insurer has stated that the said policies bearing no's. 150214341879 & 150214336211 have already been surrendered on 23.03.2016 and an amount of Rs. 12540.66 and Rs.

14809.59 respectively has been paid to the complainant through NEFT on 23.03.2016.The complainant has concealed this fact and had approached to this office after almost 02 years from getting the surrender value under these policies.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Shiv Mohan Sharma, the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of basic complaint.

b) Insurers' argument:

The Insurer's representative attended the personal hearing on 10.05.2019 and submitted that the said policies have already been surrendered on 23.03.2016 and surrender value has been paid through NEFT under the said policies.

19) The following documents were placed for perusal:-

a) Request letter to the insurer. b) Reply of the insurer. c) Annexure Vl-A

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant has approached the insurer for the first time on 16.04.2015 and after that complained again on 19.09.2017, whereas the said policies were already surrendered on 23.03.2016 i.e. during the intervening period. The subsequent complaint dated 19.09.2017 is almost after 18 months from the receipt of surrender payment under the said policies and complainant has not disclosed the receipt of surrender payment in his complaint to the company dated 19.09.2017 as well as complaint lodged with this office. The receipt of surrender value under the said policies has been verified and confirmed from the bank pass book of the complainant and the complainant has also not been able to justify the delay in approaching the insurance company with his grievance; hence there is no need to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ashu Kumar Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1184

1.	**Name & Address of the Complainant**	**Mr. Ashu Kumar** **House No.- 732/11, Indra Nagar,** **Near Yamaha Plant NIT, Faridabad, Haryana-0** **Mobile No.- 9716266356**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**170314764275 / 20-03-2017** **Regular Money Back Insurance Plan** **10/20 Years / 60000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Ashu Kumar** **Mr. Ashu Kumar**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**15-12-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**

13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 15-12-2017, Mr. Ashu Kumar had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 170314764275.He has alleged that the said policy have been missold on the pretext as a special plan under which after paying premiums for 02 years he will start getting Rs. 7000/- as monthly income. When he realised that the said policy has been issued fraudulently, he complained to the company for cancellation of above policy and refund of premium but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A received on 09.01.2018.

Insurer's SCN received on 12.01.2018.

As per SCN received from the Insurance Company, it is explained that they had issued policy bearing no. 170314764275 on 20.03.2017, based on the proposal form and documents submitted by the life assured and had delivered the policy documents vide speed post on 12.04.2017 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 09.09.2017 which is 05 months after the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Ashu Kumar, the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of the complaint. He also submitted that he has received the policy bond well in time.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 05 months after the expiry of free look period; hence his request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in May, 2017. He had accepted during the hearing that he had received the policy bond well in time but had not raised any concern during the free look period. It has been also observed that after receiving the policy documents, the complainant had ample opportunity to go through the terms and conditions of the policy but he did not utilize the free look option and had approached the insurer alleging mis-selling after more than 05 months from the issuance of said policy. There was undue delay on the part of the complainant in lodging the complaint for which he had no justified reason.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Nitish Kumar Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1007

1.	**Name & Address of the Complainant**	**Mr. Nitish Kumar S/o Jagat Singh,** **R/o Kando Ghanduri, Sub Tehsil- Nohradhar, Sirmour, Himachal Pradesh- 173104** **Mobile No.- 8894476192**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**150114309391 & 151114538289 /** **31-01-2015 & 04-12-2015** **Flexi Money Back Advantage Insurance Plan** **10/14 Years / 52061/- & 35000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Nitish Kumar** **Mr. Nitish Kumar**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**26-10-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premiums paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**

13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Jagat Singh (father of the complainant)**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 26-10-2017, Mr. Nitish Kumar had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 150114309391 & 151114538289 alleged to have been missold through misguidance and when he realised that the policies have been issued fraudulently he complained to the company for cancellation of above policies and refund of premiums but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A was received on 30.11.2017.

Insurer's SCN received on 13.11.2017.

As per SCN received from the Insurance Company on 13.11.2017, it is explained that they have issued policies bearing no's. 150114309391 & 151114538289 on 18.02.2015 & 03.01.2016 respectively, based on the proposal form and documents submitted by the life assured and had delivered the policy documents vide speed post on 18.02.2015 & 03.01.2016 respectively at the communicated address. The complainant had not raised any objection on receipt of the policy documents and unsigned complaint for the first time was received on 25.07.2017 which is 02 years and 07 months after under policy no 150114309391 & 01 year & 08 months under policy no 151114538289 from the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jagat Singh, father of the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of the complaint. He further submitted that the said policies have been fraudulently sold to his son and requested for refund of premiums under the said policies.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 02 years and 07 months after under policy no 150114309391 & 01 year & 08 months after under policy no

151114538289, from the expiry of free look period, hence his request for refund of premiums was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure VI-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing the complainant's representative and the representative of Insurance Company, It is observed that the complainant has taken the said policies bearing no's. 150114309391 & 151114538289 in January 2015 and December 2015 respectively. He had ample opportunities to go through the contents of the proposal forms and the terms and conditions of the policy documents, but he did not utilize free look option within the prescribed period. There had been undue delay on the part of the complainant in lodging the complaint and the complainant's representative could not give a plausible justification for the delay in approaching the Company.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mrs. Lalita Devi Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1008

1.	**Name & Address of the Complainant**	**Mrs. Lalita Devi** **W/o Mr. Jagat Singh, R/o Kando Ghanduri,** **Sub Tehsil- Nohradhar, Sirmour,** **Himachal Pradesh- 173104** **Mobile No.- 9805759316**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**151114540786 / 23-11-2015** **Flexi Money Back Advantage Insurance Plan** **10/14 Years / 86,957/-**
3.	**Name of the insured** **Name of the policyholder**	**Mrs. Lalita Devi 23.11.2015** **Mrs. Lalita Devi**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**26-10-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Jagat Singh (husband of the complainant)**

	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 26-10-2017, Mrs. Lalita Devi had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 151114540786 alleged to have been missold through misguidance. When she realised that the policy have been issued fraudulently she complained to the company for cancellation of above policy and refund of premium but her request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

Annexure VI-A was received on 30.11.2017.

Insurer's SCN received on 13.11.2017.

As per SCN received from the Insurance Company on 13.11.2017, it is explained that they have issued policy bearing no. 151114540786 on 03.12.2015 with Yearly premium of Rs. 88587/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document vide speed post on 03.12.2015 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 25.07.2017 which is 01 year & 08 months after the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jagat Singh, husband of the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of the complaint. He submitted that his wife is a housewife whereas her occupation is mentioned as Boutique owner/Tailor in the proposal forms and the said policy has been fraudulently sold to her. He also submitted that his wife's income is also mentioned wrongly in the proposal forms.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 01 year and 08 months after the expiry of free look period hence her request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure VI-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing the complainant's representative and the representative of Insurance Company, It is observed that the agent/ representative of the company sold the said policy in a fraudulent manner, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder. It is also observed that the occupation and the income of the complainant is also mentioned wrong in the proposal forms which indicates misselling and now the company cannot take the shelter of free look period.

AWARD

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 a direction to the insurance company to cancel the policy bearing no 151114540786, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

b) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of May, 2019.

D. K. Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Karnail Singh Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1183

1.	**Name & Address of the Complainant**	**Mr. Karnail Singh S/o Mr. Ram Singh,** **V.P.O.- Amlala, Tehsil- Dera Bassi,** **Distt.- Mohali, Punjab- 140507** **Mobile No.- 9876133291**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**160814714097 / 19-08-2016** **Regular Money Back Insurance Plan** **10/20 Years, 47,229/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Randhir Singh** **Mr. Karnail Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**14-12-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**

11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Karnail Singh**
	For the insurer	**Mr. Ashish Ovalekar, Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 14-12-2017, Mr. Karnail Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 160814714097 alleged to have been missold through telecalling by the persons impersonating as IRDA officials and he was allured into investing in the said policy. When he realised the fraud he requested the insurance company vide his letters dated 13.09.2017 and 02.12.2017 to cancel the above policy and refund the premium, but it was declined by the insurer. Hence feeling aggrieved the complainant has approached this office to seek justice.

18. The representative of the company informed that they have issued policy bearing no. 160814714097 on 19.08.2016 with Yearly premium of Rs. 48292/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document vide speed post on 14.09.2016 at the communicated address. However, the company agreed to cancel the policy bearing no. 160814714097 and refund the premium received therein to the complainant, without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 10.05.2019.

20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Basant Kumar V/s Aegon Life Insurance Co. Ltd.

COMPLAINT REF. No. : CHD-L-001-1718-0890

1.	**Name & Address of the Complainant**	**Mr. Basant Kumar** **Vill.- Bhagu Majra, Teh. Jagadhri,** **Distt.- Yamuna Nagar, Haryana- 135133** **Mobile No.- 9992999381**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**150114289061** **Aegon Life Premier Endowment Insurance Plan** **Rs. 44415/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Dalwinder Kumar** **Mr. Basant Kumar**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**12-09-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Rs 17258/-**
11.	**Amount of relief sought**	**Refund of Premium**

12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018 & 10.05.2019/ Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.05.2019**

17) Brief Facts of the Case:

On 12-09-2017, Mr. Basant Kumar had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy No. 150114289061 alleged to have been missold on the pretext of helping in getting refund from his LIC policy along with bonus and have also alleged that on the similar pretext he was issued 19 policies by 06 insurance companies amounting to Lakhs in value. He has also alleged that he was paid Rs. 17000/- as surrender value under the above said policy whereas he has never requested for surrender payment under the said policy and when he complained to the company for refund of full premium, his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 26.09.2017 it is explained that the said policy was issued on 03.02.2015 and customer has concealed the material fact this policy which has already been surrendered and amount of Rs. 17527.92 has been paid to complainant through cheque on 30.03.2016.The insurer has further stated that the complainant has approached the company to surrender his policy and the surrender value has already been paid.

18) Cause of Complaint:

Complainant's argument:

Mr. Basant Kumar attended the personal hearing on 22.11.2018 & 10.05.2019, reiterated the contents of the complaint and submitted that the above policy has been issued fraudulently to his son who is a farmer. He further submitted that he and his son had never applied for surrender

payment under policy bearing no 150114289061 and neither signed and submitted any policy documents for surrender.

Insurers' argument:

The Insurer's representative attended the personal hearings on 22.11.2018 & 10.05.2019 and reiterated the contents of the SCN. He further submitted that the said policy has already been surrendered on 30.03.2016 but could not provide any consent/documents received from the policyholder/life assured for getting the surrender value.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing the complainant and the submissions of the Insurance Company, It is observed that the complainant was misguided and missold the above policy including policies of other companies also, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder. It is a fact that the complainant has filed the complaint after more than 02 years from the issuance of said policy but it is also a fact that the Insurance Company has not followed the norms related to surrender payment in a proper manner as the Insurer has released the surrender payment under policy bearing no 150114289061 without obtaining the consent/policy documents from the policy holder/ life assured.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, an award is passed with a direction to the insurance company to refund the premium received under the policy bearing no 150114289061 without interest and without deductions of any charges, but subject to deduction of the surrender amount already paid by the company.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Chandigarh on 10th day of May, 2019

D.K.Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Biswajit Paul Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1416

1.	**Name & Address of the Complainant**	**Mr. Biswajit Paul** **45- M, Mahalaxmi Garden, Tikampur,** **Rajindra Park, Gurugram, Haryana- 122001** **Mobile No.- 7042254843**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**171114806347 / 09-11-2017** **Regular Money Back Insurance Plan** **19900/-**

3.	**Name of the insured** **Name of the policyholder**	**Mr. Biswajit Paul** **Mr. Biswajit Paul**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**08-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar, Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 08-03-2018, Mr. Biswajit Paul had filed a complaint against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 171114806347 alleged to have been missold on the pretext of refund under his HDFC policy and when he realised that the policy have been issued fraudulently he complained to the company for cancellation of above policy and refund of premium but his request was not replied by the company. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A was received on 02.04.2018.

Insurer's SCN received on 26.03.2018.

As per SCN received from the Insurance Company, it is explained that they have issued policy bearing no. 171114806347 on 09.11.2017 with Yearly premium of Rs. 19900/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document on 11.11.2017 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 26.12.2017 which is 01 month after the expiry of free look period.

18) Cause of Complaint:

Complainant's argument:

Mr. Biswajit Paul, the complainant reiterated the contents of the complaint. He also alleged that the agent of the insurer had mis-guided him and renewal premium has also been deducted from his account under the said policy.

Insurers' argument:

The insurer's representative reiterated the contents of SCN and informed that the complainant had approached them after one month from the expiry of free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, It is observed that the complainant had approached the insurer with the complaint of mis-selling after 01 month of the said date of delivery of the policy. The fact of having delivered the policy on 11.11.2017 could not be corroborated by any documentary proof like POD and now the Insurer cannot take the shelter of free look period.

AWARD

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 a direction to the insurance company to cancel the policy bearing no 171114806347, since inception and refund all the premiums (including renewal premium also) collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of May,2019.

D.K.Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Avtar Krishan Mehta Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1414

1.	**Name & Address of the Complainant**	**Mr. Avtar Krishan Mehta S/o Shri Maruram, Mandhala, Teh.- Baddi, Distt.- Solan,** **Himachal Pradesh- 174103** **Mobile No.- 9418147357**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**141114250880 & 141214260625** **24-11-2014 & 10-12-2014** **Flexi Money Back Advantage Plan** **Rs. 69000/- & Rs.55000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Rohit** **Mr. Avtar Krishan Mehta**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**07-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**

11.	**Amount of relief sought**	**Refund of premiums paid**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 07-03-2018, Mr. Avtar Krishan Mehta had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 141114250880 & 141214260625. The complainant has alleged that the representative of the insurer and India Info line Insurance Broker cheated him and missold many policies of different insurance Companies under the pretext of getting refund of premium on his previous policies with Birla Sun life Insurance Company. But on receiving the policy bonds he found that he was cheated. The complainant had approached the insurer with the complaint vide letter dated 02.11.2017 but the Insurer has not responded to his request. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A was received on 05.04.2018.

Insurer's SCN was received on 26.03.2018.

As per SCN received, the insurer has stated that the said policies bearing no's. 141114250880 & 141214260625 have already been auto surrendered on 31.03.2016 & 30.03.2016 and an amount of Rs. 25056.67 and Rs. 19296.77 respectively has been paid to the complainant through NEFT The complainant has concealed this fact and had approached to this office after almost 02 years from receiving the surrender value under these policies.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Avtar Krishan Mehta, the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of basic complaint.

b) Insurers' argument:

The Insurer's representative attended the personal hearing on 10.05.2019 and submitted that the said policies bearing no's. 141114250880 & 141214260625 have already been auto surrendered on 31.03.2016 and 30.03.2016 respectively and surrender value has been paid through NEFT under the said policies.

19) The following documents were placed for perusal:-

a) Request letter to the insurer. b) Reply of the insurer. c) Annexure Vl-A

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant has approached the insurer for the first time on 17.04.2015 and after that complained again in Nov, 2017 whereas the said policies were already surrendered on 23.03.2016 i.e. during the intervening period. The subsequent complaint dated 02.11.2017 is almost after 20 months from the receipt of surrender payment under the said policies and complainant has not disclosed the receipt of surrender payment in his complaint to the company dated 02.11.2017 as well as complaint lodged with this office on 07.03.2018. The complainant has also not been able to justify the delay in approaching the insurance company with his grievance; hence there is no need to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ashok Kumar Munjal Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1211

1.	**Name & Address of the Complainant**	**Mr. Ashok Kumar Munjal** **124-R, Mohyal Nagar, Ladowali Road, Jalandhar City, Punjab-0** **Mobile No.- 9888440814**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**111213371167 & 111213371174** **31-12-2011 & 05-01-2012** **Money Back Plan** **10/16 Years Rs.200404/- & Rs. 200439/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Tarun Munjal, Mr. Varun Munjal** **Mr. Ashok Kumar Munjal**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**22-12-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums paid alongwith interest**
12.	**Complaint registered under**	**13.1. (d)**

	Rule no: Insurance Ombudsman Rules, 2017	
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Smt. Swarn Lata (wife of the complainant)**
	For the insurer	**Mr. Ashish Ovalekar, Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 22-12-2017, Mr. Ashok Kumar Munjal had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's . 111213371167 & 111213371174 alleged to have been mis-sold through telecalling on the pretext that premium payable would be one time investment only and pension would be payable for 16 years i.e. from 60 years to 76 years. The provision of pension allured the complainant and he invested about 34 lakhs in insurance policies of different insurers. The complainant has further stated that he is a retiree from semi govt. deptt. and his whole retirement benefits and savings were grabbed by the broker. But after sometime, when he received the Policy documents and found that the terms and conditions of the policy were not matching with what were told by the agent, he approached the insurer with the complaint regarding mis-selling of the above policies and had requested for refund of premiums after cancellation of policies but the insurer had declined his request. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A received on 09.01.2018.

Insurer's SCN received on 03.05.2019

As per SCN received from the Insurance Company, it is explained that they have issued policies bearing no's. 111213371167 & 111213371174 on 31.12.2011 and 05.01.2012, based on the proposal form and documents submitted by the life assured and had delivered the policy documents on 08.01.2012 & 11.01.2012 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 12.05.2017.

18) Cause of Complaint:

a) Complainant's argument:

Smt. Swarn Lata, wife of the complainant, reiterated the contents of the complaint and submitted that her husband has retired in 2010 and had no pension income. She further submitted that her husband was misguided and allured to invest his whole retirement benefits and savings on the pretext of pension payable for 16 yrs and was missold multiple policies of about 34 Lakhs of different insurance companies.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them on 12.05.2017 which is 05 years after the expiry of free look period hence his request for refund of premiums was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, It is observed that the above complaint was earlier heard by this office on 10.05.2017 vide complaint no CHD-L-001-1617-0304 and the complainant was advised to approach the insurance company first as per 'Ombudsman Rules 2017' as the company has raised an objection that the complainant has not approached them first before filing a complaint in this office on 09.05.2016. After that the complainant has complained to the company on 12.05.2017 and 01.09.2017 for cancellation of said policies which was rejected by the insurer on 31.05.2017 and 12.09.2017 respectively. It is also observed that representative of the company/broker has sold the insurance in a fraudulent manner promising fake assurance of pension payment for 16 years, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder and moreover without taking any income proof. The insurer also did not take into account the policies issued by other insurers.

AWARD

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 a direction to the insurance company

to cancel the policies bearing no's 111213371167 & 111213371174, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

c) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Suresh Kumar Kalia V/s Aegon Life Insurance Co. Ltd.

COMPLAINT REF. No. : CHD-L-001-1718-0856

1.	**Name & Address of the Complainant**	**Mr. Suresh Kumar Kalia** **House No.- 1181, Sector-42 B,** **Chandigarh- 160036, Mobile No.- 9417035583**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**120113389724** **Aegon Religare Money Back Plus**
3.	**Name of the insured** **Name of the policy holder**	**Mrs. Om Devi Kalia** **Mr. Suresh Kumar Kalia**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**30-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**

8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018 & 10.05.2019/Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.05.2019**

17) Brief Facts of the Case:

On 30-08-2017, Mr. Suresh Kumar Kalia had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy No. 120113389724 alleged to have been missold to his wife as fixed deposit and when he complained to the company for cancellation of above policy and refund of premium, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 03.10.2017 it is explained that the said policies bearing no 120113389724 was issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were delivered to the customer on time. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received by the company on 18.05.2017 which is after 05 years and 03 months from the free look period and request for cancellation was declined by the insurer vide their letter dated 21.06. 2017.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Suresh Kumar Kalia, the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of the complaint. He also submitted that he has received the policy bond well in time.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them after 05 years and 03 months after the expiry of free look period; hence his request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in Feb, 2012. He had accepted during the hearing that he had received the policy bond well in time but had not raised any concern during the free look period. It has been also observed that after receiving the policy documents, the complainant had ample opportunity to go through the terms and conditions of the policy but he did not utilize the free look option and had approached the insurer alleging mis-selling after more than 05 years from the issuance of said policy. There was inordinate delay on the part of the complainant in lodging the complaint alleging mis-selling which he could not justify.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Jagat Singh Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1006

1.	**Name & Address of the Complainant**	**Mr. Jagat Singh R/o Kando Ghanduri,** **Sub Teh.- Nohradhar, Sirmour,** **Himachal Pradesh-0** **Mobile No.- 9816330541**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**160314629045 / 16-03-2016** **Flexi Money Back Advantage Insurance Plan** **10 Years / 60534/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Jagat Singh** **Mr. Jagat Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**26-10-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**

12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1. (d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar,Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 26-10-2017, Mr. Jagat Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 160314629045 alleged to have been missold him through misguidance. He has alleged that the agent of above company assured him that he will help him in getting his amount lying with other companies and believing him he deposited the money in above company and he was also sold policies on the lives of his wife and son. When he realised that the policy have been issued fraudulently he complained to the company for cancellation of above policy and refund of premium but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A was received on 30.11.2017.

Insurer's SCN received on 13.11.2017.

As per SCN received from the Insurance Company on 13.11.2017, it is explained that they have issued policy bearing no. 160314629045 on 16.03.2016 with Yearly premium of Rs. 60534/-, based on the proposal form and documents submitted by the life assured and had delivered the policy document vide speed post on 29.03.2016 at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 25.07.2017 which is 01 year & 04 months after the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jagat Singh, the complainant reiterated the contents of the complaint and submitted that he is a poor farmer and the said policy has been sold to him fraudulently. He also submitted that his wife and son were also missold policies in the same manner and requested for refund of premiums.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 01 year and 04 months after the expiry of free look period hence his request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure VI-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, It is observed that the agent/ representative of the company sold the insurance in a fraudulent manner promising return of benefits under complainant's existing polices, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder and also did not take into account the policies issued by other insurers.

AWARD

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 a direction to the insurance company to cancel the policy bearing no 160314629045, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

d) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ramesh Chand Vs Aegon Life Insurance Co. Ltd.

CASE NO-CHD-L-001-1718-1425

1.	**Name & Address of the Complainant**	**Mr. Ramesh Chand S/o Late Shri Dumna Ram,** **Village- Dadoura, Teh.- Balh, P.O.- Dhaban,** **Nar Chowk, Mandi, Himachal Pradesh- 0** **Mobile No.- 9418665171**

2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**140614144428, 140614128314, 141014229896, 141214264448 / 31-10-2014, 12-12-2014** **Flexi Money Back Advantage Insurance Plan** **52311/-, 29610/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Ramesh Chand** **Mr. Ramesh Chand**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**09-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**10-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish Ovalekar, Assistant Vice President- Legal**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**10.05.2019**

17. Brief Facts of the case:

On 09-03-2018, Mr. Ramesh Chand had filed a complaint of against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 140614144428, 140614128314, 141014229896 and 141214264448 alleged to have been missold to him. He has alleged that he was trapped through tellecalling and was missold above policies under the assurance of getting bonus under his existing policies and was also missold policies of other insurance companies on similar pretext. When he did not receive the promised benefits, he complained to the company on 23.10.2017 for cancellation of above policies

but the company's response was not satisfactory, hence, feeling aggrieved, he approached this office to seek justice.

Annexure VI-A received.

Insurer's SCN received on 03.05.2019

As per SCN received from the Insurance Company, it is explained that they have issued policies bearing no's. 140614144428, 140614128314, 141014229896 and 141214264448, based on the proposal form and documents submitted by the life assured and had delivered the policy documents in time at the communicated address. The complainant had not raised any objection on receipt of the policy documents and complaint for the first time was received on 25.10.2017 which is 03 years after the expiry of free look period.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Ramesh Chand, the complainant attended the personal hearing on 10.05.2019 and reiterated the contents of basic complaint. He also submitted that he has received the policy bonds well in time under the said policies. He also submitted that his income has been mentioned differently in the proposal forms.

b) Insurers' argument:

The insurer's representative reiterated the contents of SCN and submitted that the said policies were issued in Oct, 2014 and Dec, 2014 but the complainant had not raised any objection at that time during the free look period but had complained to them after a lapse of almost 03 years from the date of receipt of policy documents.

19) The following documents were placed for perusal:-

a) Request letter to the insurer. b) Reply of the insurer.

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant had opted for policies mentioned in the complaint, in 2014. He had accepted during the hearing that he had received the policy bonds well in time but had not raised any concern during the free look period. It has been also observed that after receiving the policy documents, the complainant being an educated person had ample opportunity to go through the terms and conditions of the said policies but he did not utilize the free look option. The complainant had approached the insurer alleging mis-selling after almost 03 years from the issuance of said policies. There was inordinate delay on the part of the complainant in

lodging the complaint and the complainant has also not been able to justify the delay in approaching the insurance company, hence the complaint seems to be an afterthought.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Krishan Kumar V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- L-017-1718-343

1.	**Name & Address of the Complainant**	**Mr. Krishan Kumar,** **VPO-Kherki Daula, Distt. Gurgaon,**

		Gurugram, Haryana-122004
2.	**Policy No:** **Type of Policy** **Term of policy**	**01327112 / 25.01.2017** **Assured Money Back Plan** **20 yrs / 10 yrs.**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Krishan Kumar** **Mr. Krishan Kumar**
4.	**Name of the insurer**	**Future Generali India Life Ins. Co. Ltd.(Mumbai).**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**25.05.2017**
8.	**Nature of complaint**	**Mis- selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Refund of premium paid**
12.	**Complaint registered under Ombudsman Rules ,2017**	**13.1. (d)**
13.	**Date of hearing/place**	**20.11.2018, 20.02.2019 & 10.05.2019/ Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Absent on all the occasions**
	For the insurer	**Mr. Jitendra Hotchandani (20.11.2018)** **Mr. Viswnl Kumar (20.02.2019)** **Mr.Sunil Kumar (10.05.2019)**
15	**Complaint how disposed**	**Dismissed in default**
16	**Date of Award/Order**	**10.05.2019**

17) Brief Facts of the Case:

On 25.05.2017, Mr. Krishan Kumar had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01327112 on 25.01.2017. The complainant had alleged that the representative of the company contacted him for insurance policy with annual

premium Rs. 30, 000/- payable for 10 years. Accordingly he gave cheque for Rs. 30, 000/- and signed the papers. But after few days, when he received the policy document, he found that the benefits mentioned in the policy were different from what the agent had told. The complainant had approached the insurer with the complaint on 08.05.2017 but the Insurer had declined the request.

Annexure VI-A was received undelivered on 16.06.2017.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN that the complainant is policy holder as well as life assured under Policy bearing no. 01327112. The complainant had raised the complaint alleging mis-selling of policy vide letter dated 08.05.2017 which was beyond the free look period as the complainant had collected the policy document from the branch on 15.02.2017. Moreover, in the acknowledgement issued by the Company for receipt of proposal deposit, the complainant was warned to be aware of any false assurance of loan facility and gold coins etc. The exact benefits payable to the complainant in each year were explicitly mentioned in the benefit illustration and policy had been issued as per the benefits available under the product. Hence all allegations quoted by the complainant in his complaint are mere afterthought.

18. Observations & Findings:-

The complainant was given opportunity of personal hearing on 20.11.2018, 20.02.2019 & 10.05.2019 but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by their representative on all the occasions who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy bearing no 01327112, is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of May, 2019.

D. K. Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Ms. Raj Rani Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1342

1.	**Name & Address of the Complainant**	**Ms. Raj Rani** **House No.- 796, Mauli Jagra Colony, Chandigarh-0**

		Mobile No.- 7986712839
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Prem.**	**501-5758989, 501-5915886,501-6000654 & 501-6248097 08-05-2017, 27-06-2017, 26.07.2017 & 05-10-2017** **Elite Advantage Plan** **Rs.29999.28/-,Rs.29999.28/-,Rs.29999.28/-Rs.29999.28/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Baljinder Singh** **Ms. Raj Rani, Mr. Baljinder Singh**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**13-02-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mrs. Raj Rani**
	For the insurer	**Mr. Rahul Gandhi (A.M.) & Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16-05-2019**

17. Brief Facts of the case:

On 13-02-2018, Ms. Raj Rani had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's . 501-6248097, 501-5915886, 501-6000654, 501-

5758989 alleged to have been missold on the pretext of installation of tower with monthly rental of Rs. 40000/- per month. When she realised that benefits were mismatching with what were explained to her, she complained to the company for cancellation of above policies but the company's response was not satisfactory, hence, feeling aggrieved, she approached this office to seek justice.

18. The representative of the company informed that the said policies bearing no's. 501-5758989, 501-5915886, 501-6000654 & 501-6248097 were issued on the basis of duly filled and signed application form under the said policies and the policy documents were delivered in time under the respective policies. However, the company agreed to cancel the policies bearing no's. 501-5758989, 501-5915886, 501-6000654 & 501-6248097 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Raman Kumar Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1286

1.	**Name & Address of the Complainant**	**Mr. Raman Kumar S/o Shri Dewan Chand,** **Village & P.O.- Nurpur, Tehsil- Nurpur,**

		Distt.- Kangra, Himachal Pradesh- 176202 **Mobile No.- 9318784566**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**501-2604418 / 27-11-2014** **Elite Advantage Plan** **21084.85/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Raman Kumar** **Mr. Raman Kumar**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**22-01-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Anurag Sharma (Son of the complainant)**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 22-01-2018, Mr. Raman Kumar had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 501-2604418 alleged to have been missold on the pretext of getting loan of Rs. 10 Lakhs along with refund of existing policies. However he did not get any loan but was issued policies of other companies also. When he realised the fraud he complained to the company through letter dated 19.01.2018 for cancellation of above policy but the company's response was not satisfactory, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the said policy bearing number 501-2604418 was issued on the basis of duly filled and signed application form under the said policy and policy documents were delivered in time under the respective policy. However, the company agreed to cancel the policy bearing number 501-2604418 and refund the premium received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant's son on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ravindra Kumar Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1392

1.	**Name & Address of the Complainant**	**Mr. Ravindra Kumar S/o Shri Shyam Singh,** **V.P.O.- Khewra, Tehsil- Rai, Distt.- Sonipat,** **Haryana-131001** **Mobile No.- 8930631097**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**501-4917644 & 501-5083651** **Elite Advantage** **12yrs/Rs. 49276/- 12yrs/ Rs. 48000/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Ravindra Kumar**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**01-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Ravindra Kumar**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**

16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 01-03-2018, Mr. Ravindra Kumar had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-4917644 & 501-5083651 alleged to have been missold on the pretext of loan payment of Rs. 08 Lakhs. He has also stated that he was also assured that the said loan will be recovered from the maturity payment under the said policies and he need not repay the loan amount. He has further alleged that when he did not receive the promised loan he complained to the company for cancellation of above policies but the company's response was not satisfactory, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the said policies bearing numbers 501-4917644 & 501-5083651 were issued on the basis of duly filled and signed application form under the said policy and policy documents were delivered in time under the respective policy. However, the company agreed to cancel the policies bearing numbers 501-4917644 & 501-5083651 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant's son on 16.05.2019.

20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Harbhajan Singh & Kuldeep Kaur Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1328 & 1718-1363

1.	**Name & Address of the Complainant**	**Mr. Harbhajan Singh & Kuldeep Kaur** **S/o Shri Veer Singh, Shakti Puram-II,** **Peer Wali Gali, Near Hanuman Mandir,** **Amit Kiryana Store, Kunjpura Road, Karnal, Haryana-132001** **Mobile No.- 9416120932**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Pol. period**	**501-5048563, 501-5112658, 501-5128423 29-11-16** **Elite Advantage**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Harbhajan Singh & Kuldeep Kaur, Mr. Malkiat Singh** **Mr. Harbhajan Singh & Kuldeep Kaur**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**07-02-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**

10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(c)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Harbhajan Singh**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 07-02-2018, Mr. Harbhajan Singh & Kuldeep Kaur had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's . 501-5048563, 501-5112658 & 501-5128423 alleged to have been missold on the pretext of refund under his earlier HDFC policies and Govt. job for his son. He has also alleged that renewal premium was also deducted from his account under one policy. When he realised that the said policy has been issued fraudulently, he complained to the company for cancellation of above policies and refund of premiums but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the said policies bearing numbers 501-5048563, 501-5112658 & 501-5128423 were issued on the basis of duly filled and signed application form under the said policy and policy documents were delivered in time under the respective policy. However, the company agreed to cancel the policies bearing numbers 501-5048563, 501-5112658 & 501-5128423 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant's son on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Jogender Singh Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1316

1.	**Name & Address of the Complainant**	**Mr. Jogender Singh S/o Sube Singh,** **399/20, Gali No.-2, Narender Nagar, Sonipat, Haryana-131001** **Mobile No.- 9992511891**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Prem**	**501-3824510, 501-3862924, 501-3950208, 501-3978464** **Elite Advantage** **07yrs/Rs.63902.17 under each policy**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Jogender Singh** **Mr. Jogender Singh**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**

6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05-02-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Jogender Singh**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 05-02-2018, Mr. Jogender Singh had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-3824510, 501-3862924, 501-3950208, and 501-3978464. He has alleged that he was trapped through telecalling and was missold above policies on the pretext of tower installation at his land and was also missold policies of other insurance companies also. He has further alleged that when he did not receive the promised benefits, he complained to the company on 01.06.2016 for cancellation of above policies but the company's response was not satisfactory, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the said policies bearing numbers 501-3824510, 501- 3862924, 501-3950208 and 501-3978464 were issued on the basis of duly filled and signed application form under the said policies and policy documents were delivered in time under the respective policies. However, the company agreed to cancel the policies bearing numbers 501-3824510, 501-3862924, 501-3950208 & 501-3978464 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant's son on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Jasmer Singh Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1312

1.	**Name & Address of the Complainant**	**Mr. Jasmer Singh S/o Shri Sawan Ram,** **Village- Bir Kalwa, P.O.- Babian,** **Distt.- Kurukshetra, Haryana-0** **Mobile No.- 9896356970**
2.	**Policy No: DOC** **Type of Policy**	**501-6091372 / 18-08-2017** **Elite Advantage Plan**

	Duration of policy/Policy period	**64999.01/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Jasmer Singh**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**01-02-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Jasmer Singh**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 01-02-2018, Mr. Jasmer Singh had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 501-6091372 alleged to have been sold fraudulently and when he complained to the company for cancellation of above policy it was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed explained that the said policy bearing number 501-6091372 was issued on the basis of duly filled and signed application form under the said policy and policy documents were delivered on 09.09.2017. However, the company agreed to cancel the policy bearing number 501-6091372 and refund the premium received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Ms. Neena Mehta Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1210

1.	**Name & Address of the Complainant**	**Ms. Neena Mehta** **House No.- 252, Sector- 18, Panchkula,** **Haryana- 134109** **Mobile No.- 9417034252**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**501-4447824 & 501-4620602** **18-05-2016 & 18-07-2016** **Elite Advantage Plan** **Rs. 43074.87/- & Rs. 82857.39/-**
3.	**Name of the insured** **Name of the policyholder**	**Ms. Neena Mehta** **Ms. Neena Mehta**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**22-12-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Ms. Neena Mehta**

	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 22-12-2017, Ms. Neena Mehta had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-4447824 & 501-4620602. She has stated that she had taken policy of Aegon Life Company in 2014 and had stopped paying the premiums due to family circumstances. She has alleged that in April/May 2016 she was trapped through telecalling by the person with wrong identity and wrong information who forced her to send cheques and her ID proof through courier on one pretext or other and started sending her policies of different companies including the above mentioned policies whereas she had never asked for these policies and never filled any proposal forms. The complainant has further stated that after realizing something fishy she approached the above company several times and through complaints dated 09.06.2017 and 03.11.2017 for cancellation of above policies but the company's response was not satisfactory, hence, feeling aggrieved, she approached this office to seek justice.

18) The representative of the company informed that that the said policies bearing numbers 501-4447824 & 501-4620602 were issued on the basis of duly filled and signed application form under the said policies and policy documents were delivered on 28.05.2016 & 22.08.2016 under the respective policies. However, the company agreed to cancel the above said policies and issue a new single premium ULIP policy with a lock- in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

19) Accordingly, an agreement was signed between the Company and the complainant on 16.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Balbir Singh Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1483

1.	**Name & Address of the Complainant**	**Mr. Balbir Singh S/o Shri Somnath** **Village- Kait, P.O.- Sabepur, Tehsil- Jagadhari, Distt.- Yamunanagar, Haryana- 135101** **Mobile No.- 9466261428**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**501-3887624, 501-3887632 & 501-3895767** **07 yrs/Rs. 39323/- , Rs. 29493/- & Rs.26543/-**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Balbir Singh & Ms. Mamta** **Mr. Balbir Singh & Ms. Mamta**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**23-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(c)**

13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 23-03-2018, Mr. Balbir Singh had filed a complaint of mis-selling against Bharti AXA Life Insurance Co.Ltd. in respect of policies bearing no's.501-3887624,501-3887632 & 501-3895767 alleged to have been missold on the pretext of getting interest free loan of Rs. 25 lakhs. Infect he was issued policies of other companies on the similar pretext and in total 20 policies were issued to him including the above policies. When he realised that the said policy has been issued fraudulently, he complained to the company for cancellation of above policies and refund of premiums but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the said policies bearing numbers 501-3887624, 501-3887632 & 501-3895767 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were delivered in time under the respective policies. However, the company agreed to cancel the policies bearing no's 501-3887624, 501-3887632 & 501-3895767 and issue a new single premium ULIP policy for Rs. Rs.1, 00,000/- in the name of Mr. Balbir Singh with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements and free look clause shall not apply for this new single premium policy. The complainant also agreed to make additional payment of Rs. 5000/-(approximately) for issuance of above new single premium ULIP policy for Rs.1, 00,000/-

19. Accordingly, an agreement was signed between the Company and the complainant on 16.05.2019.

20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Jia Lal Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1399

1.	**Name & Address of the Complainant**	**Mr. Jia Lal S/o Shri Dhanna Ram** **R/o Maira, P.O.- Jourian, Teh.- Akhnoor,** **Distt.- Jammu, Jammu and Kashmir- 181202** **Mobile No.- 9419213388**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**500-7792277, 500-8238981, 500-8438102, 500-7648644, 500-6707193**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Jia Lal, Ms. Kamlesh Kumari** **Mr. Jia Lal**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**01-03-2018**
8.	**Nature of complaint**	**Mis-Selling**

9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Amar Kumar (son of Mr. Jia Lal)**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Agreement**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 01-03-2018, Mr. Jia Lal had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 500-7792277, 500-8238981, 500-8438102, 500-7648644, and 500-6707193 alleged to have been missold on the pretext of payment of huge benefits.Infact he was sold 14 policies of different insurance companies and amounting to Rs. 24 Lakhs approximately. When he realised that fraud has happened, he complained to the above company, but did not get any relief, and feeling aggrieved he approached this office to seek justice.

18. The representative of the company informed that the said policies bearing numbers 500-7792277, 500-8238981, 500-8438102, 500-7648644, and 500-6707193 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were delivered in time under the respective policies. However, the company agreed to cancel the policies bearing no's 500-7792277, 500-8438102, & 500-6707193 and refund all the premiums received therein without interest and without deduction of any charges. The company also agreed to convert the remaining policies bearing no's 500-7648644 & 500-8238981 into a single premium ULIP policy in the name of Mr. Jia Lal with a lock-in-period of

05 years against the same, subject to underwriting & fulfillment of requirements and free look clause shall not apply for this new single premium policy.

19. Accordingly, an agreement was signed between the Company and the complainant's son on 16.05.2019.

20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 16th day of May, 2019

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Om Parkash & Smt. Kanta Devi & Rajnish Saunkhla Vs Bharti AXA Life Ins. Co. Ltd.

CASE NO-CHD-L-008-1718-1263

1.	**Name & Address of the Complainant**	**Mr. Om Parkash, Smt. Kanta Devi & Rajnish Saunkhla** **R/o Prairie Lodge, Upper Kaithu, Shimla,** **Himachal Pradesh- 171003** **Mobile No.- 9418065690**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**501-4569262, 501-4781206, 501-4780869, 501-4520091, 501-4530017 / 30-06-2016, 31-08-2016, 31-08-2016, 28-06-2016, 15-06-2016** **Elite Advantage, Secure Income Plan** **95741.71/-, 96977.01/-, 97567.97/-, 26513.21/-, 69228.50/-**
3.	**Name of the insured** **Name of the policyholder**	**Mrs. Prempaul Kaur Saunkhla, Mr. Rajnish Saunkhla, Mr. Ayan Saunkhla, Mr Abhinandit** **Mrs. Prempaul Kaur Saunkhla, Mr. Rajnish Saunkhla, Mr. Om Parkash , Mrs. Kanta Devi**

4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**12-01-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums under all the above policies**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(d)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Mr. Om Parkash & Mr. Rajnish Saunkhla**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 12-01-2018, Mr. Om Parkash, Smt. Kanta Devi, Smt. Prem Paul Kaur & Sh.Rajnish Saunkhla had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-4569262, 501-4781206, 501-4780869, 501-4520091 & 501-4530017.They have alleged that they were trapped by mischievous persons impersonating as officials of above company and were allured and incited to invest in above policies. They have further stated that when they realized the fraud they complained to the company through letter dated 23.07.2017 for cancellation of above policies but the company's response was not satisfactory, hence, feeling aggrieved, they approached this office to seek justice.

As per SCN received from the Insurance Company on 02.07.2018 it is explained that the said policies bearing numbers 501-4569262, 501-4781206, 501-4780869, 501-4520091 & 501-4530017 were issued

on the basis of duly filled and signed application form under the said policies and policy documents were delivered in time under the respective policies. The complainant did not invoke the free look option and after 01 year and 03 months from the delivery of first policy a complaint was received on 16.10.2017 alleging misselling which was denied by the company as there was no misselling activity involved.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Om Parkash & Mr. Rajnish Saunkhla, the complainants attended the personal hearing on 16.05.2019 and reiterated the contents of the complaint. Mr. Om Parkash submitted that he has retired from electricity board and the said policies were missold fraudulently to him and his family members. He also submitted that his wife is a housewife and his son is unemployed and both are dependent on him, whereas their occupations and income are mentioned wrongly in the proposal forms.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 01 year and 03 months after the expiry of free look period under the policies which were issued in June 2016, hence his request for refund of premiums was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, It is observed that the agent/ representative of the company missold the above policies through misrepresentation of facts, without looking into actual insurance needs and premium paying capacity of the respective life assureds/ policy holders. Mr. Om Parkash is a senior citizen, drawing a meagre pension and all other respective life assureds/ policy holders under the above policies are dependent on him. The Insurance Company has not followed the norms related to financial underwriting in a proper manner, even no income proof or income tax return has been taken from the complainant Mr. Om Parkash before issuing him policies with annual premiums of about Rs 04 Lakhs. The copies of the proposal forms submitted by the insurer are also

not clear and legible and in some copies income of the life assureds/ policy holders are either not mentioned or it is not clear which also indicates misselling under the said policies.

AWARD

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 a direction to the insurance company to cancel all the policies bearing no's 501-4569262, 501-4781206, 501-4780869, 501-4520091 & 501-4530017, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

e) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 16th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D. K. Verma

Case of Mr. Kanwal Gupta Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1499

1. On 26.03.2018, Mr. Kanwal Gupta had lodged a complaint in this office against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 501-6389552.

2. Now, the insurer has informed through letter dated 07.05.2019 that they have already refunded an amount of Rs. 39,999.48 to the complainant vide cheque no 410862 dated

24.07.2018. This has also been confirmed by the complainant through his letter dated 07.05.2019 and he has also requested for withdrawal of the said complaint.

3. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 16.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Vinod Kumar Pant Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-0849

1.	**Name & Address of the Complainant**	**Mr. Vinod Kumar Pant** **Headquarters Strategic Forces Command, JD(Ord), C/o 56 APO, Pin Code- 908547** **Mobile No.- 9599031634**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**500-3840591 / 30-06-2009** **Aspire Life**
3.	**Name of the insured** **Name of the policyholder**	**Mrs. Rajni Pant** **Mr. Vinod Kumar Pant**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**18-08-2017**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under**	**13.1.(c)**

	Rule no: Insurance Ombudsman Rules, 2017	
13.	**Date of hearing/place**	**05.03.2019, 22.04.2019 & 16.05.2019/Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Absent on all occasions but requested to consider & process the complaint on merits basis**
	For the insurer	**Mr. Rahul Gandhi (A.M.) &** **Mr. Raj Kumar (S.M.)**
15.	**Complaint how disposed**	**Award**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 18-08-2017, Mr. Vinod Kumar Pant had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd in respect of policy bearing no. 500-3840591.Earlier he had filed a complaint on 20.11.2014 but it was disposed of on 06.08.2015 as the complainant has not appeared in either of dates scheduled for hearing. After that this office received a letter dated 10.08.2017 from the complainant requesting to relook into the complaint as he being a defense forces officer has to move from his previous location and letter sent from this office was received by him after a month due to which he was not able to attend or send his representative for the scheduled hearing. In his earlier complaint he has submitted that he had taken the above policy in 2009 and submitted/returned the documents within free look period but the premium amount was not refunded to him even if after sending several reminders in 2009 and afterwards also. After that after 05 years he again approached the company in 2014 to return the amount along with bonus and interest but it was not responded by the company.

As per SCN received from the Insurance Company on 07.04.2015 it is explained that the said policy was issued on the basis of duly filled and signed application form..The policy was issued on 30.06.2009 and policy documents were delivered on 09.07.2009.The complainant did not invoke the free look option and after 01 months from the issuance of said policy a complaint was received on 18.08.2009 requesting free look cancellation which was denied by the company.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Vinod Kumar Pant, the complainant did not attend the personal hearings on 05.03.2019, 22.04.2019 & 16.05.2019 but had requested vide his mail dated 09.05.2019 to consider and process the complaint as he being employed in defense services had expressed his inability to attend the hearing due to his typical official and personal commitments.

b) Insurers' argument:

The Insurer' representative submitted that the complainant has approached them 01 month after the expiry of free look period hence his request for refund of premium was rejected.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Annexure Vl-A d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file, written submission of the complanant and also hearing the representative of Insurance Company, It is observed that the above policy was issued on 25.06.2009 and the complainant has approached the insurer for free look cancellation within reasonable time followed by several reminders which was declined by the insurer on the grounds that the request was received after the expiry of free look period, but it cannot be said that the cancellation request was not received within free look period as the fact regarding the delivery of said policy could not be corroborated by any documentary proof like POD by the insurer and now the company cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, an award is passed with a direction to the insurance company to cancel the policy bearing no 500-3840591, since inception and refund all the premiums collected there-in without interest and without deductions of any charges.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

f) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 16th day of May, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Vijay Kumar Nanda Vs Bharti AXA Life Insurance Co. Ltd.

CASE NO-CHD-L-008-1718-1460

1.	**Name & Address of the Complainant**	**Mr. Vijay Kumar Nanda** **House No.- 64, Sector-8, Panchkula, Haryana-0** **Mobile No.- 9316132023**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Prem**	**501-1951745, 501-1951752, 501-3027312, 501-3027387** **31.03.2014, 31.03.2014, 30.03.2015 & 30.03.2015** **12 yrs/ Rs.24796/- ,Rs.24796/-,Rs. 99184 & Rs.99184/-**
3.	**Name of the insured** **Name of the policyholder**	**Ms. Anshita & Mr. Nitin** **Mr. Vijay Kumar Nanda**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**15-03-2018**
8.	**Nature of complaint**	**Mis-Selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	**13.1.(c)**
13.	**Date of hearing/place**	**16-05-2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Harminder Singh (Area Head)**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**16.05.2019**

17. Brief Facts of the case:

On 15-03-2018, Mr. Vijay Kumar Nanda had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-1951745, 501-1951752, 501-3027312, and

501-3027387 alleged to have been missold through misrepresentation of facts and has also alleged that his signatures has been forged. When he complained to the company on 15.02.2018 for cancellation of above policies it was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 07.05.2019 it is explained that the said policies bearing numbers 501-1951745, 501-1951752, 501-3027312, and 501-3027387 were issued on the basis of duly filled and signed application form under the said policies and policy documents were delivered in time under the respective policies. The complainant did not invoke the free look option and after around 04 years from the issuance of said policies a complaint was received on 15.02.2018 alleging misselling which was denied by the company as there was no misselling activity involved.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Vijay Kumar Nanda, the complainant attended the personal hearing on 16.05.2019 and reiterated the contents of basic complaint. He also submitted that he has purchased 2 policies no 501-1951745, 501-1951752 in the year 2014 followed by 2 policies exactly after a year of the first purchase on advice of agent. He also alleged that whereas 2 policies of year 2014 were received by him but the policies purchased in 2015 were not received by him and he had been issued duplicate policy bonds in Nov., 2017. He also admitted that he has paid 4 installments of premium in respect of policies no. 501-1951745, 501-1951752 of 2014 & 3 installments in respect of policies no. 501-3027312, 501-3027387 of 2015. Also that he was retired Chief Engineer besides being a senior citizen, requested for cancellation of policies and refund of premium.

b) Insurers' argument:

The insurer's representative reiterated the contents of SCN and vehemently denied the contention of complainant and stated that the policies have been purchased voluntarily and were duly delivered to complainant given address. He also produced a copy of receipt as an evidence of delivery of policies also that the first concern about certain wrongs in policies have been made by complainant after 4 years despite his being an highly educated person and also his having made the payments of further premiums by cheque on all the occasions. Also that the complainant has not made any allegation against agent from whom the policies have been sourced. All this establishes the fact that complainant was aware of the features of policies and had voluntarily purchased the policies.

19) The following documents were placed for perusal:-

a) Request letter to the insurer. b) Reply of the insurer.

20) Result of personal hearing with both parties (Observations & Conclusion)

On perusal of various documents available in the file and submissions made by both complainant and the representative of the Insurance Company at the time of personal hearing, it is evident that the complainant had opted for purchase of the above policies on his own volition and has paid installment of premiums after the initial premium in respect of all policies. The policyholder has not produced any documentary evidence in support of contention that duplicate policies had been procured by him because of non receipt of original policies. The payment of further premium indicates that the complainant was aware of terms and conditions of policy and had no grievance what so ever for same for 3/4 years when suddenly he realized that some particulars were incorrect and policies had been missold. Moreover the purchase of 2 policies in year 2015 after initial purchase in 2014 confirms that the complainant was satisfied with the features of policy. Keeping in view the above facts the complainant has not been able to justify the inordinate delay in filling the complaint especially when he is a well informed and well educated person. The complaint being devoid of merits is dismissed.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer. Hence, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 16th day of May, 2019.

D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Atul Malik V/s SBI Life Insurance Company

COMPLAINT REF. No. : CHD-L-041-1819-0042

1. On 03.04.2018, Mr. Atul Malik had filed a complaint against SBI Life Insurance Company in respect of policy bearing number 35651802408.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, vide mail dated 13.05.2019, the complainant has requested to withdraw the complaint against the company as he has received the money from company. Accordingly complaint may be closed.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

Case of Mr. Pritpal Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0369

1. On 12.07.2018, Mr. Pritpal Singh had lodged a complaint in this office against SBI Life Insurance Company in respect of policy bearing number 28008119508.

2. On 10.05.2019, the company has intimated that the complainant had filed the case before Shri Vishav Gupta, Judicial Magistrate First Class, Ludhiana (Punjab) against the same complaint.

3. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that ***" No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator"***, the complaint is closed.

To be communicated to the parties

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Dinesh Seth V/s SBI Life Insurance Company

COMPLAINT REF. No. : CHD-L-041-1819-0342

1. On 11.07.2018, Mr. Dinesh Seth had filed a complaint against SBI Life Insurance Company in respect of policy bearing number 35005752906.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 09.05.2019 that they have already refunded the surrender value amount Rs. 1,86,014/- to the complainant's bank account 50100059429233 on 29.03.2019 under policy number 35005752906 and the same has been confirmed by Mr. Dinesh Seth telephonically.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

Case of Mr. Lakhan Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0384

1. On 16.07.2018, Mr. **Lakhan** Singh had lodged a complaint in this office against SBI Life Insurance Company in respect of policy bearing number IN041014406.

2. The complainant, vide letter dated 13.05.2019 has intimated that he has filed the case before Distt. Consumer Forum Mathura against the same complaint.

3. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that ***" No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator"***, the complaint is closed.

To be communicated to the parties

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Kulwinder Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0805

1. On 26-10-2018, **Mr. Kulwinder Singh** had filed a complaint of non receipt of policy bond & non revival of policy against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 35026777003.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the complaint.

3. Now, the insurance company vide their SCN dated 07.05.2019 submitted that the complainant has revived the policy with DGH on 01.02.2019 and the status of the policy is inforce as on date . The complainant has also confirmed telephonically that the company has resolved all issues and requested for closure of complaint.

4. In view of the above, complaint is closed.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Harpal Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-1158

1.	**Name & Address of the Complainant**	**Mr. Harpal Singh S/o Shri Kaka Singh** **House No.- 88, Sakteri, Near Water Tank,** **Panchkula, Haryana- 134109** **Mobile No.- 8284968347**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	53373250204, IK761181610, IK513106706, IK745232108, IK361525110 / 20-12-2017, 30-11-2017,28-11-2017, 24-11-2017, 27-11-2017 Smart Wealth Builder Policy
3.	**Name of the insured** **Name of the policyholder**	**Mr. Harpal Singh, Mrs. Satwinder Kuar, Mrs. Harpreet Kaur, Mr. Parvinder Singh, Mr Dewinder Singh** **Mr. Harpal Singh, Mrs. Satwinder Kaur, Mrs. Harpreet Kaur, Mr. Parvinder Singh, Dewinder Singh**
4.	**Name of the insurer**	**SBI Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	NA

6.	**Reason for repudiation**	Na
7.	**Date of receipt of the Complaint**	**23-01-2019**
8.	**Nature of complaint**	Mis-Selling and refund of premiums
9.	**Amount of Claim**	Refund of premiums
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	NA
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	17-05-2019 / Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Sh. Harpal Singh [Self]
	For the insurer	Mr. Vishisth Jain & Mr. Raman Malhotra
15.	**Complaint how disposed**	Award for refund of premium
16.	**Date of Award/Order**	17.05.2019

17. Brief Facts of the case:

On 23-01-2019, **Mr. Harpal Singh** had filed a complaint of mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policies bearing nos. 53373250204, IK761181610, IK513106706, IK745232108 & IK361525110

18 Cause of Complaint:

a] Complainant's argument

Sh. Harpal Singh the complainant attended the personal hearing and reiterated the contents of the complaint and submitted that agent of the insurance company with the help of SBI branch manager gave him lucrative offer to invest in bank like F.Ds which would give him better returns. But, later on, he came to know that he was cheated and insurer had issued long term insurance policies instead of F.Ds to his family members. He informed that he had made numerous calls on the toll Free No. of the insurer but did not get any response. He also added that his income was very low and the insurance company had not checked /seen his paying capacity. He also submitted that his family income comes from agriculture and have no other income and they only know bank manager and believing in him, the family has invested amount. He requested for refund of total premium paid under all the policies.

b] Insurers' argument

In personal hearing the insurer reiterated the contents of SCN and submitted that policies were issued solely on the basis of duly filled and signed proposal forms received by the Company. The company has received premium amount as per given details-

Policy Number	Total premium received as on date
53373250204	1,50,000
IK761181610	1,99,800
IK513106706	99,800
IK745232108	99,800
IK361525110	99,800

The insurer submitted that under policies bearing no. IK761181610, IK513106706, IK745232108, IK361525110, the company has received two premiums each which denotes acceptance of the terms and conditions of the policies. Having paid the renewal premiums the complaint is merely an afterthought. The complainant had free look period option if he was not satisfied with the terms & conditions of the policies. In the instant cases complainant had not exercised free look period option hence the cancellation of policies had been denied.

19. The following documents were placed for perusal:

a) Complaint to the Company. b) Proposal Form.

c) Insurer's SCN

20. Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, it is observed that a policies with annual premium amount of more than 3,50,000/- payable yearly have been issued in the name of bank fixed deposits with the help of local SBI manager. It is observed that the complainant income is very low and his

source of income is only from agriculture. It is also fact that the insurer has ignored his paying capacity. Since it is a case of mis-selling & breach of trust the insurer can't take shelter of free look period.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policies bearing numbers 53373250204, IK761181610, IK513106706, IK745232108 & IK361525110 since **inception and refund all the premium collected there-in without interest and without deduction of any charges. Hence, the complaint is treated as closed.**

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

c. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Chandigarh on 17.05.2019.

D. K. Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Sunil Kumar V/s SBI Life Insurance Company

COMPLAINT REF. No. : CHD-L-041-1819-0552

1. On 04.09.2018, Mr. Sunil Kumar had filed a complaint against SBI Life Insurance Company in respect of policies bearing numbers 53477241902 & 53365403508.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 09.05.2019 that they have already refunded the premium amount of Rs. 1,50,000/- & 3,50,000/ respectively to the complainant's bank accounts on 27.02.2019 & 01.03.2019 and the same has been confirmed telephonically by Mr. Sunil Kumar.

4. In view of the above, complaint is closed.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Paramjit Singh V/s SBI Life Insurance Company

COMPLAINT REF. No. : CHD-L-041-1819-0426

1. On 03.08.2018, Mr. Paramjit Singh had filed a complaint against SBI Life Insurance Company in respect of policy bearing number 53609151608.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 07.05.2019 that they have already refunded the premium amount of Rs. 1,50,000/- to the complainant under policy number 53609151608 and the same has been confirmed by Mr. Paramjit Singh telephonically.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Sukhjeet Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0657

1. On 14-09-2018, **Mr. Sukhjeet Singh** had filed a complaint of mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 1K495734202.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. The insurer has informed through SCN dated 12.10.2018 that the company is willing to cancel the policy. Now on 17.05.2019 in personal hearing the complainant has confirmed that he has received his deposited amount under the policy.

4. In view of the above, complaint is closed.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA

CASE OF Mr. Dheeraj Kumar Verma V/s SBI Life Insurance Company

COMPLAINT REF. No. : CHD-L-041-1819-0383

1. On 17.07.2018, Mr. Dheeraj Kumar Verma had filed a complaint against SBI Life Insurance Company in respect of policy bearing number 2B689198802.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 10.05.2019 that they have already refunded the premium amount of Rs. 6,00,000/- to the complainant's bank account 10868411421 on 23.08.2018 vide UTR no. CTD686141300002 under policy number 2B689198802 and the same has been confirmed by Dheeraj Kumar Verma telephonically

4. In view of the above, complaint is closed.

Dated : 17.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mrs. Shikha Gupta Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-1373

1.	**Name & Address of the Complainant**	**Mrs. Shikha Gupta** **181/20, Industrial Area, Phase-1,** **Chandigarh- 160002** **Mobile No.- 8284073231**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	53527245206 / 10-01-2018 Smart Elite Policy
3.	**Name of the insured**	**Mrs. Shikha Gupta**

	Name of the policyholder	**Mrs. Shikha Gupta**
4.	**Name of the insurer**	**SBI Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	**20-02-2019**
8.	**Nature of complaint**	Mis-Selling and signature forgery
9.	**Amount of Claim**	Rs. 150000/-
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	NA
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	17-05-2019 / Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Self
	For the insurer	Mr. Vishisth Jain & Mr. Raman Malhotra
15.	**Complaint how disposed**	Award for refund of premium
16.	**Date of Award/Order**	17.05.2019

17. Brief Facts of the case:

On 20-02-2019, **Mrs. Shikha Gupta** had filed a complaint of mis-selling& signature forgery against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 53527245206.

18. Cause of Complaint:

a]Complainant's argument

Mrs. Shikha Gupta, the complainant, attended the personal hearing and reiterated the contents of the complaint and submitted that the branch manager of local SBI, fraudulently sold her insurance

policy in the name of free life insurance policy and got her father's signatures [proposer] without explaining any details of the policy. She submitted that policy was issued in her name making her father as proposer of the policy whereas initially policy was convinced for 70 years old, her father's life, The income of the proposer has shown Rs. 350000/- The policy has been issued with annual premium of amounting Rs.150000/ payable for five years. She also added that her annual income & profession has been wrongly mentioned as teacher whereas her actual profession is housewife, further the company has not called ITRS and bank statements from her to know her paying capacity. She further added that her signature has been forged in various documents of proposal form.

b] **Insurers' argument**

The insurance company in personal hearing & in SCN submitted that the company had received proposal form bearing no. 53AQ341673 date 30-12-2017 in the name of Mrs. Shikha Gupta along with the initial deposit of Rs. 1, 50,000/- Based on the proposal form, the Company issued SBI Life- Smart Elite policy bearing no. 53527245206 with date of commencement 10-01-2018 for a Sum Assured of Rs. 15, 00,000/- with yearly mode of premium payment for policy term of 10 years and premium paying term of 5 years. The company received deactivation request. Accordingly, SIEFT CMP alternate mode has been deactivated on 24-01-2019 under the policy. The company received only the initial premium under the policy. The complainant has not remitted the renewal premium due on 10-01-2019.

19. The following documents were placed for perusal:

a) Complaint to the Company. b) Proposal Form.

c) Insurer's SCN

20. Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, It is observed that the policy with annual premium of more than Rs. 150,000/- payable for 5 years have been issued on the basis of annual income of Rs. 3.5 lac without any documentary proof neither the insurer has taken copy of bank statement to know recurring income of the complainant as income proof for issuing regular premium paying policy to the person who was 70 years old at time of issuing policy. It is observed that initially the policy was

convinced for the complainant's father's life but the insurer has issued policy in the name of his daughter Ms. Shikha Gupta .Moreover, the profession of the life assured has wrongly mentioned as teacher for housewife. It is also observed that financial underwriting was lacking and paying capacity of the proposer was ignored. The insurer has issued the policy ignoring the basic facts of income, profession and also the trust of the complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 53527245206 since **inception and refund all the premium collected there-in without interest and without deduction of any charges.**

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

d. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 17.05.2019.

D.K.Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Vijay Kumar Gupta Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0957

1.	**Name & Address of the Complainant**	**Mr. Vijay Kumar Gupta** **House No.- 129, Sector- 35 A,** **Chandigarh- 160022** **Mobile No.- 9815614266**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	22001599506, 22002011701 / 18-08-2015, 31-10-2016 Annuity Plus Policy
3.	**Name of the insured** **Name of the policyholder**	**Mr. Vijay Kumar Gupta** **Mr. Vijay Kumar Gupta**
4.	**Name of the insurer**	**SBI Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	**14-12-2018**

8.	**Nature of complaint**	Mis-Selling pension plan/ refund of premium
9.	**Amount of Claim**	Refund of premium
10.	**Date of Partial Settlement**	Getting pension
11.	**Amount of relief sought**	Refund of premium
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	17-05-2019 / Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Sh. Piyush Aggarwal [Son]
	For the insurer	Mr. Vishisth Jain & Mr. Raman Malhotra
15.	**Complaint how disposed**	Award
16.	**Date of Award/Order**	17.05.2019

17. Brief Facts of the case:

On 14-12-2018, **Mr. Vijay Kumar Gupta** had filed a complaint of mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policies bearing nos. 22001599506 & 22002011701. The complainant has purchased two policies in 2015 & 2016 for Rs. 31500/- each with the assurance that he would get pension of Rs. 30000/- each in both the policies during life time and thereafter however later he came to know that pension will be given up to the life and nothing will be paid after death. He alleged that it is totally different promise vis –a vis earlier promise made by the representative. Now the complainant wants refund of premium under both the policies.

18. Cause of Complaint:

a] Complainant's argument

Mr. Piyush Aggarwal [son] representative of **the** complainant attended the personal hearing and reiterated the contents of the complaint and submitted that his father is getting pension under both the policies. His father was convinced for life time pension and refund of capital but when enquired about the current pension option, it was found that pension would be paid up to the life of annuitant and nothing would be paid thereafter. He added that being an old person his father did not have the

knowledge of insurance products and accepted pension under wrong option. He further added that his father noticed this mistake and took the matter with insurance company but insurer had denied his request. He also added that the representative of company with the help of bank branch manager has misrepresented basic facts to his father. The representative further submitted that his father is seventy years old and needs immediate money to meet expenses for medical and for other daily needs. He also submitted that his father doesn't want pension for life time and requested for payment of deposited amount under both the policies.

b] Insurers' argument

In personal hearing the insurer reiterated the contents of SCN and submitted that the company the said policies were issued based on the duly filled and signed proposal forms submitted by the complainant. It is specifically denied that policies issued on false pretext to the complainant. There is no provision for refund of premium or surrender the policy under the terms and conditions of the policies. The complainant has been enjoying the benefits in the form of annuities till date. In case the policy holder is not satisfied with the Terms & Conditions as mentioned in the policy document, he has the option to return the policy under free look cancellation to SBI Life Insurance Co. Ltd. But in the instant case, the policyholder has not opted for free look cancellation within the stipulated period.

19. The following documents were placed for perusal:

a) Complaint to the Company. b) Proposal Form.

c) Insurer's

20. Result of personal hearing with both parties (Observations & Conclusion)

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint has been convinced for pensions for life with capital refund but after getting pension the complainant came to know that the policies were misrepresented to him with the help of dealing branch bank manager. It is also fact that he is receiving pension regularly and now he is seventy years old and does not want pension for life. The complainant is in urgent need of money for medical and for other requirements. Looking into the facts and circumstances, it is evident that though the complainant has been accepting the annuity but at the same time the fact is that he was mis informed

about the various benefits at the time of taking policy. As such looking the age of complainant and also that he doesn't want to have pension for life without any lump sum benefits. The insurance company is directed to refund the premium after making deduction on account of annuity received by him.

ORDER

Taking into accounts the facts and circumstances of the case and the submissions made by the both parties during the course of personal hearing, the insurance company is directed to refund premium deposited amount after deducting amounts already paid as annuities under both the policies.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

e. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

To be communicated to the parties.

Dated at Chandigarh on 17.05.2019.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Gurmeet Singh Vs SBI Life Insurance Co. Ltd.

CASE NO-CHD-L-041-1819-0221

1.	**Name & Address of the Complainant**	**Mr. Gurmeet Singh S/o Sh. Bhag Singh,** **Vill.- Mianpur, Tehsil- Kharar,** **Distt.- SAS Nagar Mohali, Punjab-0** **Mobile No.- 9592339589**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	IN044342703 / 07-01-2016 Smart Money Back Gold Policy
3.	**Name of the insured** **Name of the policyholder**	**Mr. Gurmeet Singh** **Mr. Gurmeet Singh**
4.	**Name of the insurer**	**SBI Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	**02-05-2018**
8.	**Nature of complaint**	Misselling/ Refund of premiums
9.	**Amount of Claim**	Refund of premiums
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premiums
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	17-05-2019 / Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Sh. Bhag Singh [Father]
	For the insurer	Mr. Vishisth Jain & Mr. Raman Malhotra
15.	**Complaint how disposed**	Award for refund of premium
16.	**Date of Award/Order**	17.05.2019

17. Brief Facts of the case:

On 02-05-2018, **Mr. Gurmeet Singh** had filed a complaint of mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. IN044342703.

18 Cause of Complaint:

a] Complainant's argument

Sh. Bhag Singh father of the complainant attended the personal hearing and reiterated the contents of the complaint. He submitted that agent of the insurance company with the help of SBI branch manager gave his son lucrative offer to invest in bank like F.D which would give better returns. But, later on, he came to know that he was cheated and insurer had issued long term insurance policy instead of F.Ds He informed that he had made numerous calls on the toll Free No. of the insurer but did not get any response. He also added that his son's income was very low and was unable to pay renewal premiums and the insurance company had not checked /seen his paying capacity. He also submitted that his family income comes from agriculture and they only know bank manager and believing on him his son has invested amount. He requested for refund of total premium paid under the policy.

b] Insurers' argument

In personal hearing the insurer reiterated the contents of SCN and submitted that the policy was issued for Basic Sum Assured of Rs. 2, 23,000/- and Accidental Death Benefit Rider of Rs. 2, 23,000/-. The mode of payment of premium is regular yearly mode of premium payment of Rs. 24,966/- for a term of 12 years. The original policy document was dispatched to the policyholder on 12-01-2016, which was received as undelivered. On receipt of request for duplicate policy document, the duplicate policy document has been dispatched on mailing address on 17-04-2018 through speed post. The complainant has not remitted the renewal premium due on 07-01-2017; as a result the policy lapsed.

The company had sent the renewal premium intimation letter dated 23-11-2016, Lapse intimation letter dated 14-02-2017 and Lapse-Revival Intimation letter 07-07-2017. The complainant has availed the services & enjoyed the risk cover; the demand for refund of premium is preposterous and does not have the sanction of law.

19. The following documents were placed for perusal:

a) Complaint to the Company. b) Proposal Form.

c) Insurer's SCN

20. Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, it is observed that an insurance policy was issued in the name of bank fixed deposit with a false promise of earning high returns. It is also observed that the said policy has been missold, through misrepresentation of facts by taking the advantage of complainant's ignorance.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number IN044342703 since **inception and refund all the premium collected there-in without interest and without deduction of any charges. Hence, the complaint is treated as closed.**

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

f. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 17.05.2019.

D.K.Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OF Mr. Malkeet SinghV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1145**

1.	Name & Address of the Complainant	Mr. Malkeet Singh S/O Bhola Singh, VPO – Sivian, Bhatinda, Punjab-151001
2.	Policy No: Type of Policy Term of policy	01336836 Non linkedAssurance 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr. Malkeet Singh Mr. Malkeet Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	27.11.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 99,000/=.

12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Malkeet Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 27.11.2017, Mr. Malkeet Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01336836. The complainant alleged that the policy was sold fraudulently to him, telling he will get refund of different policy after paying this amount. He complained to Future Generali India Life Ins. Co. Ltd but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 01.01.2018.

17) The Insurance Company informed that the policyholder was never assured of any refund. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost seven months. However, the Insurance Company agreed to refund the premium under policy bearing number 01336836 without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OF Mr. Kaur SinghV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1149**

1.	Name & Address of the Complainant	Mr. Kaur Singh VPO Sivian, Distt-Bhatinda, Punjab - 151002
2.	Policy No: Type of Policy Term of policy	01341052 Non-Linked Insurance 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr. Kaur Singh Mr. Kaur Singh

4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	12.12.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 40,000/=.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Kaur Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 12.12.2017, Mr. Kaur Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01341052.Thecomplainantalleged that the policy was sold fraudulently to him telling it to be a single premium policy. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 08.02.2018.

17) The Insurance Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during

free look period. First request for cancellation was received from the policy holder after almost one year. However, the Insurance Company agreed to refund the premium under policy bearing number 01341052 without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Sandeep Kumar V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1405**

1.	Name & Address of the Complainant	Mr. Sandeep Kumar S/O Sh. Satish Kumar, VPO – Dinarpur, Distt- Ambala, Haryana-133102
2.	Policy No:	01338743

	Type of Policy Term of policy	Pearls Guranteed Plan , 18 years/ PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Sandeep Kumar Mr. Sandeep Kumar
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	05.03.2018
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 95,000/= + interest
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Sandeep Kumar
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 05.03.2018, Mr. Sandeep Kumar, had filed a complaint in this office, against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01338743. The complainant had alleged that he was told by some persons that he will get bonus and return of money if he deposited a certain amount with them. The company was said to be giving very attractive returns. Accordingly he paid Rs. 95,000/= and gave necessary documents keeping in mind that his invested amount would be returned. The complainant had not received any policy bond. The complainant had approached the insurer with the complaint but the insurer did not reply.

17) **Cause of Complaint:**

a) Complainant's argument:

The complainant re-iterated the contents of his complaint and added that he had already paid around Rs. 40,000/- to brokers for getting refund of his monies which got deposited in different Insurance companies. As such, he wanted his money back as he has been deceived by so many people.

b) Insurers' argument:

The Company informed that the policyholder was never assured of any refund. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. He also concealed the fact of having insurance with other Life insurance companies. It also informed that since the policy was procured through SB Insurance Brokers Pvt Ltd., so they should also be called. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies. However, the complainant has also approached the Insurance Company after a delay of 6 months.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 01338743 and refund the premium collected there-in..

Hence, the complaint is treated as closed.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. ***According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.***

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: **Complainant**

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OFMr.Mahendra Kumar MeenaV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINTREF. No.CHD-**L-017-1718-1031**

1.	Name & Address of the Complainant	Mr.Mahendra Kumar Meena O/o Superintending Engineer(Elect), Jammu Central Elect Circle, C.P.W.D Satwari, Jammu, Jammu and Kashmir-180003
2.	Policy No: Type of Policy Term of policy	01315253 Assured Money Back 22 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Mahendra Kumar Meena Mr. Mahendra Kumar Meena
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	06.11.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs1,79,000/=.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Mahendra Kumar Meena
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 06.11.2017, Mr. Mahendra Kumar Meena had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01315253.The complainant alleged that the policy was sold fraudulently to him telling he will get refund of his Max Life insurance policy monies after paying this amount. He agreed and gave his documents and cheque for 90,000/- . Later he was issued this policy, which he received after 3 months and 10 days. The second premium was also got deducted out of his a/c by ECS. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a) Complainant's argument:

The complainant re-iterated the contents of his complaint and said that he requested for cancellation of policy immediately on receipt of policy bond, but he received the bond after 3 months of the policy.

b) Insurers' argument:

The Company informed that the policyholder did not inform earlier investments with Max Life, hence intentionally withheld information which was material information. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that the complainant also paid the second premium and since the policy was procured through GVR Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost one year.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies.

However, the complainant has also approached the Insurance Company after a delay of nearly 6 months.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the mentioned policy bearing number 01315253 and issue a single premium Ulip policy with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

Hence, the complaint is treated as closed.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

Case of Ms. Sakshi Chawla V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF: NO: CHD- **L-017-1718-1285**

1. On 22.01.2018, Ms. Sakshi Chawla had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01387986.

2. Ms. Sakshi Chawla, vide letter dated 18.05.2019 has informed that the Company had cancelled the policy and she had received the refund of premium. Hence, she requested for withdrawal of the complaint.

3. Accordingly, the complaint is closed.

To be communicated to the parties.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OFMr.Harbant Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINTREF. No.CHD-**L-017-1718-1396**

1.	Name & Address of the Complainant	Mr.Harbant Singh S/O Sharvan Singh, H No. 6,New Friends Colony, Sohian Road, Sagrur, Punjab
2.	Policy No: Type of Policy Term of policy	01233939 Non Participating Money Back 18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Harbant Singh Mr.Harbant Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	28.02.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs40,000/=.+ interest

12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Harbant Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 28.02.2018, Mr. Harbant Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No.01233939. The complainant alleged that agent of the company called and allured him of depositing money to get bonus refund of his earlier insurances He was asked to deposit money in the name of tax etc. That's how he deposited Rs 40,000/- through cheque. When he received the policy document he got to know that it was a 10 year regular premium plan. He complained to Future Generali India Life Ins. Co. Ltd but no refund received. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a)Complainant's argument:

The complainant re-iterated the contents of his complaint and said that he was sold policy on the pretext of getting huge benefits along with refund of his earlier insurances.

b)Insurers' argument:

The Company informed that the policyholder was never assured of any refund. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through AB Insurance Brokers Pvt Ltd., so they should also be called. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19)Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies. The complainant and his family have been sold many policies of different insurance companies within the same period without assessing their insurance requirements and the financial capacity. However, the complainant has also approached the Insurance Company after a delay of 3 years.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 01233939 and refund the premium collected there-in.

Hence, the complaint is treated as closed.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OFMr.Het RamV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINTREF. No.CHD-**L-017-1718-1372**

1.	Name & Address of the Complainant	Mr.Het Ram Vill- Dhandhal, The – Kotli, Distt- Mandi, Himachal Pradesh
2.	Policy No: Type of Policy Term of policy	01220330, 01212807, 01237900 Non Participating Money Back 18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Het Ram Mr. Het Ram
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	26.02.2018
8.	Nature of complaint	Mis-selling

9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs1,05,000=.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr.Het Ram
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) **Brief Facts of the Case**:

On 28.02.2018, Mr. Het Ram had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policies No.01220330, 01212807 and 01237900. The complainant alleged that in 2014 an agent of the company called and allured him of depositing money to get bonus refund of his earlier insurances He was asked to deposit an amount of Rs 40,000/- by cheque and answer the verification call in affirmative. When he received the policy document he got to know that it was a 10 year regular premium plan. By that time free look period was also over. On complaining to agent he was told to deposit money again and again. According to the complainant the details in the policy document are wrong, in other two policies the signatures are forged in all three policies details of the policyholder differ and are wrong. He complained to Future Generali India Life Ins. Co. Ltd but no reply / refund received. Hence, he has approached this office for redressal of his grievance.

17) **Cause of Complaint:**

a)Complainant's argument:

The complainant re-iterated the contents of his complaint and said that he was sold policies on the pretext of getting huge benefits along with refund of his earlier insurances. According to the complainant the details in the policy document are wrong, in other two policies the signatures are forged in all three policies details of the policyholder differ and are wrong. He also submitted he was a cancer patient and needed money badly.

b) Insurers' argument:

The representative of the Company informed that Mr. Het Ram is the policy holder for policy bearing no 01220330 and Mrs. China Devi is the life assured. For policy bearing no 01212807 Mr. Het Ram is the policy holder and the life assured. Further for policy no 01237900 Mr. Het Ram is the Policy holder and Mrs. China Devi is the life assured. That the complainant has lodged a complaint with the insurance company for the very first time on 20/02/2017 for policy no 01220330, 01212807 and for policy bearing no 01237900 company has received cancellation for the first time dated on 18/02/2017 i.e. Approximately after three years from the issuance of the policy. Under policies bearing number 01220330 and 01212807 even second premiums have been received.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies. The complainant and his family have been sold many policies of different insurance companies within the same period without assessing their insurance requirements and the financial capacity. However, the complainant has also approached the Insurance Company after a delay of 3 years.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 01237900 and refund the premium collected there-in. Regarding policy numbers 01220330 & 01212807, 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.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

c. ***According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.***

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: **Complainant**

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Nand Lal Sharma V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1253**

1.	Name & Address of the Complainant	Mr. Nand Lal Sharma S/O Late Sh.Ramdass Sharma, Vill. Deoli, Tehsil – Sadar, Distt- Bilaspur, Himachal Pradesh- 174001
2.	Policy No: Type of Policy Term of policy	01170725, 01210025 Copy not enclosed Copy not enclosed
3.	Name of the insured Name of the policy holder	Mr. Nand Lal Sharma Mr. Nand Lal Sharma
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	09.01.2018
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA

11.	Amount of relief sought	Rs 1,91,000/= + Rs 20,000/= interest
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Nand Lal Sharma
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 09.01.2018, Mr. Nand Lal Sharma had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policies No. 01170725 and 01210025.The complainant alleged that the policy was sold fraudulently to him telling it to be an 3 year policy with 10 percent profit along with good bonus. But the bond received had 18 years premium paying term. On contacting the agent, he was lured into taking one more policy along with correction and refund of this policy. The agent kept on dilly dallying, by the time the freelook period was over. Later I was called by the insurance company to pay the next premium and I thinking that I may lose the initial amount also, paid the next premium. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 02.02.2018.

17) The Insurance Company has informed that the Complainant Mr. Nand Lal Sharma is the policyholder in respect of Policy bearing no. 01210025 and has taken policy in the name of his son Mr. Akash. Whereas as Complainant is neither the policy holder nor Life Assured under Policy bearing no. 01170725. His son Mr. Akash is the policy holder as well as Life Assured under this policy. That Complainant has paid three consecutive premiums under his policy bearing no. 01210025 and has stopped payment of future premiums as a result his policy has turned into paid up. The same has been informed to the Complainant vide Paid Up intimation letter 23/05/2017. Mr. Akash, Policy holder of policy bearing no. 01170725 has paid only one premium under the policy and has failed to pay further premiums as a result his policy turned into lapse mode hence there is no question of refund. The same has been informed to the Policy holder, vide its Decision letter dated 07.01.2015. However, the Insurance Company agreed to cancel the mentioned policies bearing numbers

01170725 & 01210025 and issue a single premium Ulip policy with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Naresh Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-0852**

1.	Name & Address of the Complainant	Mr. Naresh Singh Sargent, Section Airforce Station, AFS, Bhisiana, Bhatinda, Punjab-0
2.	Policy No: Type of Policy Term of policy	01258829
3.	Name of the insured Name of the policy holder	Mr. Naresh Singh Mr. Naresh Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL

6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	01.09.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)

13.	Representation at the hearing	
	For the Complainant	Shri Naresh Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 01.09.2017, Mr. Naresh Singh, a sergeant in Air Force, had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01258829. The complainant had alleged that he was told by IIFL agency, while he was posted at Kolkata, that he had been offered a special featured bond called ELITE of RS. 2,70, 000/- by the company which was having so many attractions like merging the previous policies, partial withdrawal and 11% interest including bonus. Accordingly he paid Rs. 1, 70, 000/- and gave necessary documents keeping in mind that his invested amount would be returned. Later he moved to Punjab on transfer. The complainant had not received any policy bond otherwise he would have requested for cancellation of policy within free look period. The complainant had approached the insurer with the complaint alleging non-receipt of policy bond but the insurer did not reply.

Annexure VI-A was received on 09.10.2017.

17) The Insurance Company informed that the complainant under policy number 01258829 was not assured of any commission / bonds. It was also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and benefits. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. No cancellation request was received

from the policy holder during the free look period. However, the Insurance Company agreed to cancel the mentioned policy and issue a single premium Ulip policy with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OFMr.JwindLal AzadV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINTREF. No.CHD-**L-017-1718-1001**

1.	Name & Address of the Complainant	Mr.JwindLal Azad VillBhalari, Post Office, Shamthala, Distt– Shimla.

2.	Policy No: Type of Policy Term of policy	01234693, 01237853, 01243150, 01339051 Assured Money Back, single prem. Unit linked, pension plan, 22 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. JwindLal Azad, Mrs. Asha Devi, and Mr. Sunil Kumar Mr. JwindLal Azad, Mrs. Asha Devi, and Mr. Sunil Kumar
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	25.10.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 2,90,992/=+ interest @ 12 % +Rs. 5 lakhs compensation + 55,000/= litigation expenses.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Anil Kumar S/O Jwind Lal Azad
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 25.10.2017, Mr. Jwind Lal Azad, Mrs Asha Devi and Mr. Sunil Kumar had filed a

complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of

policies bearing numbers 01234693, 01237853, 01243150 and 01339051. The complainant had retired from SBI and was advised to purchase policies in order to save Tax in the year 2014. He was allured into purchasing four polcies in his own, his wife and his son's name assuring of monthly income after expiry of three years. An annual income of Rs. 5lakhs to Rs. 10 lakhs was also committed to him. Subsequently, an agent of another Insurance Company told him that he had been mis-guided about

the benefits of the policies. He complained to the Insurance Company in 2017 but could not get any relief. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 25.10.2017.

17) Although SCN was not received, but the Insurance Company informed that the policies 01234693 (50,000/- regular premium for 10 years in the name of Mr. Jwind Lal Azad), 01237853(49,990/- regular premium for 10 years in the name of Mrs Asha Devi), 01243150(95,000/- single premium for 9 years in the name of Mr. Jwind Lal Azad) and 01339051(99,000/- regular premium for 12 years in the name of Mr. Sunil Kumar) were issued and no payout of commission was assured. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and benefits. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder. First request for cancellation was received from the father of the policy holder who is a nominee in the policy. Also complainant has failed to avail facility of cancellation during the free look period too. However, the Insurance Company agreed to refund all the premiums under policies bearing numbers 01234693, 01237853 & 01243150 without deduction of any charges. Further they also offered to convert the remaining policy bearing number 01339051 into a new single premium Ulip policy for Rs 1,00,000/- in the name of Sunil Kumar ,with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy. The complainant also agreed to make additional payment of Rs. 1000/- (approximately) for issue of above new single premium ULIP policy.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Anil kumar V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1005**

1.	Name & Address of the Complainant	Mr. Anil Kumar H. No. 3286/1, Sector-38-D, Chandigarh

2.	Policy No: Type of Policy Term of policy	01286617 Assured Money Back 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr. Anil Kumar Mr. Anil Kumar
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	25.10.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 99,000/= + interest @ 12 % + Rs. 5 lakhs compensation + 55,000/= litigation expenses.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Anil Kumar
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 25.10.2017, Mr. Anil Kumar had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01286617. The complainant is engaged in business and his father had retired from SBI and they were advised to purchase policies in order to save Tax. He was allured into purchasing above policy in his own name assuring of monthly income after expiry of three years. An annual income of Rs. 5 lakhs to Rs. 10 lakhs was also committed to him. Subsequently, an agent of another Insurance Company told him that he had been mis-guided about the benefits of the policies. He immediately complained

to the Insurance Company but could not get any relief. Hence, he has approached this office for redressal of his grievance.

Annexure VI A received on 24.1.2017

17) The Insurance Company has informed that the policy 01286617 was issued with regular, yearly premium option. With premium payment term 10 years and no payout of commission was assured. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and benefits. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder. First request for cancellation was received from the father of the policy holder who is a nominee in the policy. Also complainant has failed to avail facility of cancellation during the free look period too. However, the Insurance Company agreed to cancel the mentioned policy and issue a single premium Ulip policy for Rs 1,00,000/- with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy. The complainant also agreed to make additional payment of Rs. 1000/- (approximately) for issue of above new single premium ULIP policy.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OF Mr. Sikander SinghV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1150**

1.	Name & Address of the Complainant	Mr.Sikander Singh S/O Sh. Jarnail Singh, Vill. Goniana, P.O HarraiPur, Distt-Bhatinda, Punjab - 151201
2.	Policy No: Type of Policy Term of policy	01350326 Non-Linked Insurance 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr.SikanderSingh Mr. SikanderSingh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	12.12.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs1,00,000/=.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Sikander Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 12.12.2017, Mr. Sikander Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01350326.Thecomplainantalleged that the policy was sold fraudulently to him telling it to be a single premium policy. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 01.01.2018.

17) The Insurance Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called.The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost one year. However, the Insurance Company agreed to refund the premium under policy bearing number 01336836 without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Narinder Pal Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1166**

1.	Name & Address of the Complainant	Mr. Narinder Pal Singh S/O Sh. Jagjit Singh, Vill.- Sikhwala, Distt- Muktsar, Punjab
2.	Policy No: Type of Policy Term of policy	01348145 Non Linked Insurance Plan 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr. Narinder Pal Singh Mr. Narinder Pal Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	08.12.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 65,000/=
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	

	For the Complainant	Shri Narinder Pal Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 08.12.2017, Mr. Narinder Pal Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01348145.The complainant alleged that the policy was sold fraudulently to him telling it to be a single premium policy. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 01.01.2018.

17) The Insurance Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost one year. However, the Insurance Company agreed to refund the premium under policy bearing number 01348145 without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OFMr.Jagdish SinghV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1147**

1.	Name & Address of the Complainant	Mr.Jagdish Singh S/O Sh. Malkeet Singh, H No 29550, St. No. 9, Near Private School, Janta Nagar, Bhatinda, Punjab - 151002
2.	Policy No: Type of Policy Term of policy	01337945 Traditional Non-Participating Money Back 18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Jagdish Singh Mr. Jagdish Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	12.12.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA

11.	Amount of relief sought	Rs 50,000/=.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Jagdish Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 12.12.2017, Mr. Jagdish Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01337945. The complainant alleged that the policy was sold fraudulently by him telling it to be a single premium policy. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 01.01.2018.

17) The Insurance Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document.It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called.The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost one year. However, the Insurance Company agreed to refund the premium under policy bearing number 01337945 without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OF Mr. Gurpal SinghV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1154**

1.	Name & Address of the Complainant	Mr.Gurpal Singh H No. 15341 A, Dhillon Nagar, JogaNand Road, Bathinda Punjab-151002
2.	Policy No: Type of Policy	01328423, 01332549 Traditional participating Money Back

	Term of policy	18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr.Satbinder Singh, MrsGurmeetKaur Mr.Gurpal Singh, MrsGurmeetKaur
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	06.12.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 90,349/= + Rs 85,000/=
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Shri Gurpal Singh Sikander Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Agreement
15	Date of hearing/place	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 06.12.2017, Mr. Gurpal Singh filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policies No. 01332549 and 01328423.The complainant alleged that the policies were sold fraudulently to him telling he has not got complete amount of his earlier policies, posing as officials of IGMS deptt / tax deptt / GST deptt etc. He complained to Future Generali India Life Ins. Co. Ltd, but was informed that free look period is over so no refund is possible. Hence, he has approached this office for redressal of his grievance.

Annexure VI-A was received on 01.01.2018.

17) The Insurance Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost one year. However, the Insurance Company agreed to cancel the mentioned policies bearing numbers 01328423 & 01332549 and issue a single premium Ulip policy with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the representative of the complainant on 22.05.2019.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 22nd day of May, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

Copy to: **1) Complainant**

2) Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Jaswant Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1236**

1.	Name & Address of the Complainant	Mr. Jaswant Singh S/O Sh.Ram Singh, VPO Amlala, Tehsil- Derabassi, Distt- S.A.S Nagar , Mohali, Punjab
2.	Policy No: Type of Policy Term of policy	01361965 Non Linked Insurance Plan 20 years /PPT 10 years
3.	Name of the insured Name of the policy holder	Mr. Jaswant Singh Mr. Jaswant Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	14.12.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 49000/=
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Jaswant Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 08.12.2017, Mr. Jaswant Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01361965.The complainant alleged that the policy was sold fraudulently to him telling it to be a single premium policy. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a)Complainant's argument:

The complainant re-iterated the contents of his complaint and said that he was sold policy on the pretext of getting huge benefits along with refund of his earlier insurances. The complainant alleged that the policy was sold fraudulently to him telling it to be a single premium policy

b)Insurers' argument:

The Company informed that the Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Singhma Insurance Brokers Pvt Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured refund of premium of any other policy. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after 3 months.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19)Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies. Moreover he has made the complaint within a reasonable period of 3 months.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 01361965 and refund the premium collected there-in.

Hence, the complaint is treated as closed.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

d. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Ramesh Chand V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1426**

1.	Name & Address of the Complainant	Mr. Ramesh Chand S/O Late Sh. Dumna Ram, Vill. Dadaura, The- Balh, P.O. Dhaban, Nar Chawk, Mandi , Himachal Pradesh
2.	Policy No: Type of Policy Term of policy	01210584 Non Participating Money Back 18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Ramesh Chand Mr. Ramesh Chand
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	09.03.2018
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 25,200/=
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Ramesh Chand
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Dismissed

15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 09.03.2018, Mr. Ramesh Chand had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01210584. The complainant alleged that in Dec 2013 the policy was sold fraudulently to him telling he will get bonus declared by LIC after paying this amount. He agreed and gave his documents and cheque for 25,000/- . He was again and again asked to give cheque in the name of income tax / agent code / file charges etc. Later he realized he was duped. He complained to Future Generali India Life Ins. Co. Ltd but to no avail. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a)Complainant's argument:

The complainant re-iterated mis-selling of policy No. 01210584. The complainant alleged that in Dec 2013 the policy was sold fraudulently to him telling he will get bonus declared by LIC after paying this amount. He agreed and gave his documents and cheque for 25,000/- . He was again and again asked to give cheque in the name of income tax / agent code / file charges etc. Later he realized he was duped. He complained to Future Generali India Life Ins. Co. Ltd but to no avail.

b) Insurers' argument:

The Company informed that the policy 01210584 was issued with regular, yearly premium option. The Company informed that the policyholder was never assured of any refund. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through RDB Insurance Brokers Pvt Ltd., so they should also be called. It is also added that cancellation request was received from the policy holder after 3 years. Since, complainant has failed to avail facility of cancellation during the free look period.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & submission by the company. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policy.

The complainant and his family have been sold many policies of different insurance companies within the same period without assessing their insurance requirements and the financial capacity. But, the complainant has also approached the Insurance Company after a delay of 3 years and he has not been able to justify the in abnormal delay in approaching the forum.

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

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

e. ***According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.***

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: **Complainant**

Insurance Company.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Raman Kumar V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1287**

1.	Name & Address of the Complainant	Mr. Raman Kumar S/O Dewan Chand, Village & PO Nurpur, Tehsil Kangra, Himachal Pradesh - 176202
2.	Policy No: Type of Policy Term of policy	01247486 Traditional Money Back 16 years/ PPT 10 Years
3.	Name of the insured Name of the policy holder	Mr. Raman Kumar Mr. Raman Kumar
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	12.01.2018
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 22407/=
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	
	For the Complainant	Mr. Raman Kumar
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 12.01.2018, Mr. Raman Kumar had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01247486.The complainant alleged that the policy was sold fraudulently to him for getting loan. He was allured into buying policies of HDFC, Reliance and Future Generali as he wanted loan. Meanwhile the company refused to cancel the policy as the free look period was already over. He complained to Future Generali India Life Ins. Co. Ltd but to no avail. Hence, he has approached this office for redressal of her grievance.

17) **Cause of Complaint:**

a)Complainant's argument:

The complainant re-iterated mis-selling of policy No. 01247486.The complainant alleged that the policy was sold fraudulently to him telling it to be an FD for one year. He has also stated that his signatures are also forged. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail.

b)Insurers' argument:

The Company informed that the policy 01247486 was issued with regular, yearly premium option and no payout of loan was assured in 2015. It also informed that since the policy was procured through SB Insurance Brokers Pvt Ltd, so they should not be held responsible for acts of broker and they should be called. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that on receipt of cancellation request from policy holder on 24.03.2015 he was contacted by the company and the misunderstanding relating to the policy was resolved and the policyholder agreed to continue the policy vide retention letter dated 02.04.2015. Again, requested for cancellation on 23.01.2018, which was declined.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19)Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was contacted by the company and the misunderstanding relating to the policy was

resolved and the policyholder agreed to continue the policy vide retention letter dated 02.04.2015.

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

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

f. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr.D.K.Verma

CASE OF Mrs. Anita GargV/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No.CHD-**L-017-1718-1078**

1.	Name & Address of the Complainant	Mrs. Anita Garg H No. 1864, New Housing Board Colony, New Jawa Palace, Panipat, Haryana -132103
2.	Policy No: Type of Policy Term of policy	01336418, 01335066, 01335236 Non Linked Assurance Plan 15 years /PPT 15 years, 18/12, 20/10
3.	Name of the insured Name of the policy holder	Mrs. Anita Garg Mrs. Anita Garg
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	12.09.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs3 lakhs, total 7 lakhs
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Representation at the hearing	

	For the Complainant	Mr. Anita Garg
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Award
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 20.12.2017, Mr. B D Garg and Mrs Anita Garg had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. Alleging mis-selling of policies No01336418, 01335066 and 01335236. The complainant alleged that the policies were sold fraudulently to him with a promise that he will get Rs 7.5 lakhs if Rs 2 lakhs are invested. This way he was lured to invest Rs 7 lakh in different companies, out of which Rs 3 lakh are in Future Generali India Life Ins. Co. Later he complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a)Complainant's argument:

The complainant re-iterated the contents of his complaint and said that they were sold policies on the pretext of getting huge benefits along with refund of his earlier insurances. She was given 3 policies of 1 lakh each as she is a housewife she cannot afford to pay further premiums.

b)Insurers' argument:

The Company informed that Complainant Mrs. Anita Garg is the policy holder and the life assured for policy bearing no 01336418, 01335066, and 01335236. The policyholder was never assured of any refund. Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through AB Insurance Brokers Pvt Ltd., so they should also be called. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policies. The

complainant and his family have been sold many policies of different insurance companies within the same period without assessing their insurance requirements and the financial capacity. However, the complainant has also approached the Insurance Company after a delay of 6 months.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 01336418 and refund the premium collected there-in. Regarding policy numbers 01335066 & 01335236, taking into account the facts & circumstances of the case cancel the mentioned policies bearing numbers 01335066 & 01335236 and issue a single premium Ulip policy with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

Hence, the complaint is treated as closed.

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

g. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Karnail Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-1237**

1.	Name & Address of the Complainant	Mr. Karnail Singh S/O Sh. Ram Singh, VPO Amlala, Tehsil- Derabassi, Distt- S.A.S Nagar , Mohali, Punjab
2.	Policy No: Type of Policy Term of policy	01332003 Traditional Non Participating Money Back Plan 18 years /PPT 12 years
3.	Name of the insured Name of the policy holder	Mr. Karnail Singh Mr. Karnail Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	14.12.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 49,000/=
12.	Complaint registered under	13.1. (c)

	Ombudsman Rules ,2017	
13.	Representation at the hearing	
	For the Complainant	Mr. Karnail Singh
	For the insurer	Shri Jitendra Hotchandani, State Head,
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	22.05.2019/Chandigarh

16) Brief Facts of the Case:

On 14.12.2017, Mr. Karnail Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy No. 01332003.The complainant alleged that the policy was sold fraudulently to him telling it to be an FD for one year. He has also stated that his signatures are also forged. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail. Hence, he has approached this office for redressal of his grievance.

17) Cause of Complaint:

a)Complainant's argument:

The complainant re-iterated mis-selling of policy No. 01332003.The complainant alleged that the policy was sold fraudulently to him telling it to be an FD for one year. He has also stated that his signatures are also forged. He complained to Future Generali India Life Ins. Co. Ltd many times but to no avail.

b)Insurers' argument:

The Company informed that the complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through Insurance Brokers, so they should not be held responsible for acts of broker. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. It is also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after free look period. Under the policy even further premiums have been received.

18) The following documents were placed for perusal:-

a) Complaint to the Company

b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint & Annexure-VI. It is evident from the documents and submission of both the parties that the complainant was mis-informed about the benefits he would get on purchasing new policy but he has paid further premiums under the policy. The complainant in the instant case has paid three premiums, two premiums having been paid after complaint also. Payment of subsequent premiums after initial premium shows, that complainant was well aware of the terms and conditions of the policy. As such no case of mis-selling can be construed against the company.

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

The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

h. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 22nd day of May, 2019

Dr. D K Verma

INSURANCE OMBUDSMAN

Copy to: Complainant

Insurance Company.

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Ms. Geeta V/s Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF. No. : CHD-L-046-1718-0893

1.	**Name & Address of the Complainant**	**Ms. Geeta** **W/o Satyawan, Village- Pauli,** **Distt.- Jind, Haryana-126101** **Mobile No.- 9728603837**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**C144284038 / 14-09-2016** **Tata AIA Life Smart Income Plus** **Rs. 25582/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Satyawan** **Mr. Satyawan**
4.	**Name of the insurer**	**Tata AIA Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**18-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**21.03.2017**
8.	**Reason for repudiation**	**Concealment of true health**
9.	**Amount of Claim**	**Rs.528000/-**
10.	**Date of Partial Settlement**	**NIL**

11.	**Amount of relief sought**	**Payment of death claim**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(b)**
13.	**Date of hearing/place**	**22.11.2018, 18.03.2019 & 22.05.2019 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Harsimran Singh, Manager- Legal**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**22.05.2019**

17) Brief Facts of the Case:

On 18-08-2017, Ms. Geeta had lodged a complaint in this office against Tata AIA Life Insurance Co. Ltd. in respect of Policy bearing No C144284038. She has stated that her husband had taken a policy from above Insurer and was fit and fine, running a general store and unfortunately died on 16.09.2016 due to severe chest pain and before he could hospitalized, he died at home. She has alleged that after the death of her husband, investigator of the company visited her house and demanded bribe against settlement of death claim and when she refused, she received a letter dated 21.03.2017 from the company that the said policy has been cancelled as her husband has concealed the true status of his health, but the company never shared the documents on the basis of which the said policy has been cancelled. She has alleged that after that she visited company's office twice for payment of death claim but she was told that company has cancelled the policy and asked her to visit concerned 'Ombudsman'. Hence, feeling aggrieved, she approached this office to seek justice.

The insurer in their SCN received by us on 22.11.2017 has stated that the said policy was issued on 14.09.2016 based on the duly filled and signed proposal forms. The policy documents were sent to the policyholder and thereafter on a tip off all of the insurance policies sourced by the agent were investigated and found that all the policies were fraudulently issued and hence all the policies were cancelled including the above said policy. The insurer has also submitted that the deceased life assured under the said policy was suffering from terminal illness and was on death bed when the insurance policy in question was applied. The insurer has further stated that the company has never received

any death claim in the present policy and first representation was received through mail dated 21.05.2017 against the cancelled policy.

18) Cause of Complaint:

a) Complainant's argument:

Mrs. Geeta, the complainant attended the personal hearing on 22.05.2019 and submitted that she never knew that her husband had taken any insurance policy and she herself had never complained to the company, IRDA or to this office regarding nonpayment of death claim under the said policy. She also submitted that she had come for the hearing, only after receipt of intimation for hearing from this office.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and also submitted that the insurer has also filed a police complaint against the agent Jyoti Rani, in Gurgaon so that the fraud can be investigated and culprits can be booked. He also submitted copy of the plaint in which they have also filed a case 'TATA AIA vs Jyoti Rani & Others' against the agent Jyoti Rani in the court of 'Ilaka Magistrate, Gurugram'.He also submitted that they have mentioned all the policies sourced through the said agent in the said complaint including the above said policy and also requested that since the matter is Sub judice, the said complaint should not be heard and further requested for closure of the complaint.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both, Mrs. Geeta and the representative of the Insurance Company, it is observed that the complainant's submission is not in consonance with the written complaint received by this office. Mrs. Geeta is an illiterate person and it was also observed that the signatures on the complaint lodged with this office and that on the attendance sheet of personal hearing dated 22.05.2019 are also mismatching which also indicates that the complaint has not been lodged by Mrs. Geeta who also admitted during the hearing on 22.05.2019 that she herself has never complained to the company, IRDA or to this office regarding nonpayment of death claim under the said policy. In fact she was totally ignorant about any insurance policy taken by her husband. Since the matter is already Sub judice under the said policy bearing no C144284038

and taking into consideration Mrs. Geeta's submission of non filing of any complaint under the said policy, there is no need to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 22nd day of May, 2019

D.K.VERMA
INSURANCE OMBUDSMAN

Copy to: 1) Complainant
2) Company

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mrs. Manjit Kaur V/s Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF. No. : CHD-L-046-1718-0334

1.	**Name & Address of the Complainant**	**Mrs. Manjit Kaur** **W/o Late Shri Kulwant Singh,** **House No.- 1736 /1, Sector- 43 B, Chandigarh** **Mobile No.- 9888965882**

17) Brief Facts of the Case:

2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**C002158837/28.07.2012 & C004483458/29.09.2012** **Tata AIA Life Maha Life Gold** **Rs. 20000/- & Rs.20000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mrs. Manjit Kaur** **Mrs. Manjit Kaur**
4.	**Name of the insurer**	**Tata AIA Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**05-05-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums Rs. 60000/-**
12.	**Complaint registered under** **Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018, 18.03.2019 & 22.05.2019/Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Absent on all the occasions**
	For the insurer	**Mr. Harsimran Singh, Manager- Legal**
15	**Complaint how disposed**	**Dismissed in default**
16	**Date of Award/Order**	**22.05.2019**

On 05-05-2017, Mrs. Manjit Kaur had lodged a complaint in this office against Tata AIA Life Insurance Co. Ltd. in respect of Policies bearing No's.C002158837 & C004483458 alleged to have been missold to her through fraud and cheating. The complainant has also alleged that the policy bearing no C002158837 was issued to her on 28.07.2012 and she had paid Rs.60000/- under the policy including renewal premium also and the second policy bearing no C004483458 issued on 29.09.2012.When she complained to the company on 17.02.2017 and 07.03.2017 for cancellation of above policies and

refund of premiums her request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

The Insurer in their SCN dated 11.04.2017 has stated that the policy bearing no C002158837 was issued on 28.07.2012 and second policy bearing no C004483458 issued on 29.09.2012, based on the fully filled and signed proposal forms and the policy documents were delivered to the policy holder on 01.08.2012 & 10.10.2012 respectively, which were never received undelivered.Thereafter the policyholder submitted request for cancellation on 17.02.2016 which was denied being out of free look period.

18. Observations & Findings:-

The complainant was given opportunity of personal hearing on 22-11-2018, 18-03-2019 & 22-05-2019 but neither the complainant nor her representative turned up. Non appearance in personal hearing indicates that she has nothing to say in this matter. However the company has informed vide their mail dated 27.03.2019 that they have refunded Rs. 19947.92 under policy bearing No C002158837 and Rs. 19948/- under policy bearing No C004483458 on 26.03.2019. The same was confirmed by the insurance company's representative Mr. Harsimran Singh (Manager- Legal) who attended all the above said hearings.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policies bearing no's C002158837 & C004483458, is closed .

Hence, the complaint is treated as closed.

Dated at Chandigarh on 22nd day of May, 2019.

D. K. Verma
INSURANCE OMBUDSMAN

Copy to: 1) Complainant

2) Company

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.VERMA

Case Of Mr. Baldev Bhushan Mahajan V/s PNBMET Life India Ins. Co.Pvt. Ltd.

COMPLAINT REF. No. : CHD-L-033-1819-1434

1. On 22.03.2019, Mr.Baldev Bhushan Mahajan had filed a complaint against PNB Metife India Insurance Company Pvt. Ltd. in respect of policy bearing number 22755067.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the complainant vide his letter dated 24.04.2019, has requested to withdraw the complaint against the company as he has received the refund of premium, after deducting stamp charges and proportionate risk premium by the company. Accordingly, complaint may be closed.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.05.2019 **D.K. VERMA**

PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sushil Kumar …….……. Complainant

V/S

ICICI Prudential Life Insurance Co. Ltd.……Respondent

COMPLAINT NO:LCK-L-021-1718-0363 ORDER No. IO/LCK/A/LI/0017/2019-20

COMPLAINT NO:LCK-L-021-1718-0364 ORDER No. IO/LCK/A/LI/0018/2019-20

1.	Name & Address of the Complainant	Mr. Sushil Kumar Nawabganj Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC	17704347 & 16957789 --- 22.04.2013 & 31.08.2012
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar
4.	Name of the insurer	ICICI Prudential Life Ins. Co. Ltd
5.	Date of Repudiation/Rejection	13.02.2017 & 13.02.2017
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	03.08.2017 & 03.08.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	1,00,000/- & ---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	1,00,000/- & ---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 30.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Sushil Kumar
	• For the insurer	Mr. Neeraj Garg
15.	Complaint how disposed	Recommendation

16.	Date of Award/Order	30.05.2019

17. Mr. Sushil Kumar (Complainant) has filed a complaint against ICICI Prudential Life Insurance Company Limited. (Respondent) alleging Mis- selling.

18. Brief Facts Of the Case**:-** Mr. Sushil Kumar has filed a complaint dated 03.08.2017 before this Forum alleging that the above policies were sold to him fraudulently by the ICICI prudential Life

Insurance Co. Ltd. He has further stated that he had approached the GRO of the RIC for cancellation of his policy but he received no response. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal form duly signed by the complainant and policy document was sent on 25.04.2013 & 06.09.2012 vide Bluedart courier AWB no-435184612873 & AWB no-43932649386 respectively with an option of free look period but complainant has approached to the respondent company on 04.02.2017 i.e. after 4 years from policies issuance which are after the expiry of free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent ICICI Prudential Life Ins. Co. Ltd. has agreed to cancel the existing policies no.. 17704347 & 16957789 and ready to issue one single premium policy, with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after completing the required formalities w.e.f.

current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties and kept in the complaint no. LCK-L- 021-1718-0364.

Dated : May 30, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ashish Pandey ……..……..…….. Complainant

V/S

ICICI Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-021-1718-0368 ORDER No. IO/LCK/A/LI/0014/2019-20

COMPLAINT NO:LCK-L-021-1718-0369 ORDER No. IO/LCK/A/LI/0015/2019-20

1.	Name & Address of the Complainant	Mr. Ashish Pandey Gomti Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	20035181 ; 20232524 --- 30.05.2016 ; 30.08.2016
3.	Name of the insured Name of the policyholder	Mr. Ashish Pandey Mr. Gorakh Nath pandey
4.	Name of the insurer	ICICI Life Insurance Co. Ltd
5.	Date of Repudiation/Rejection	---

6.	Reason for repudiation/Rejection	---
7.	Date of receipt of the Complaint	12.07.2017
8.	Nature of complaint	Prayed to provide application form, medical report declaration
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 29.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Ashish Pandey
	• For the insurer	Mr. Neeraj Garg
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	29.05.2019

17. Mr. Ashish Pandey (Complainant) has filed a complaint against ICICI Life Insurance Company Limited. (Respondent) with request to provide application form, medical form and declaration etc.

18. Brief Facts Of the Case**:-** Mr. Ashish Pandey has filed a complaint on 12.07.2017 before this Forum alleging that the above policy was sold to his father Mr. Gorakh Nath Pandey fraudulently by the ICICI Life Insurance Co. Ltd. His father was 78 years old and suffering from Dementia and was not in a

position to take decision to purchase the policies. The policies were sold to him fraudulently in absence of

his caregivers. He came to know about the policies while going through his father's bank passbook and no policy document was received by them. He further stated that his signatures were forged on the proposal

forms as he was LA in both the policies but was unaware of the two policies. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

The RIC have stated in their SCN/reply that the policies were issued on the basis of information provided in the application/ proposal form. They have further stated that policy documents were delivered to the complainant at his communication address with an option of free look period but complainant has approached to the respondent company in March 2017 which is after the expiry of free look period. The company has evaluated the complaint & communicated their decision vide e-mail dated 31.03.2017, 30.06.2017 and 01.09.2017 to submit the documents for change in the ownership/proposer of the policies. The RIC has further stated that the copy of the Customer declaration form (CDF) signed by the policyholder. They have offered policy cancellation and refund of premium, but complainant has not furnished required documents.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. Sincere efforts were made for mediation to resolve the subject matter of complaint. During hearing complainant has stated that he had received required documents except declaration of application number OS05489476.The representative of respondent has provided the said declaration to the complainant. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent ICICI Preduential Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 20035181 ; 20232524 to the complainant after completing the required formalities by the complainant. The Complainant also agreed for the same and ready to withdraw his complaint.

21. As the matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties for compliance within 30 days. A copy of award shall be kept in complaint no. LCK-L-021-1718-0369.

Dated : May 29, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ramesh Agarwal…….……..…….. Complainant

V/S

Max Life Insurance Co. Ltd.....……Respondent

COMPLAINT NO:LCK-L-032-1718-0252 Order No. IO/LCK/A/LI/0012/2019-20

1.	Name & Address of the Complainant	Mr. Ramesh Agarwal Bhoopganj Bazar Bahraich
2.	Policy No: Type of Policy Duration of policy/DOC	107925539 Monthly Income Advantage Plan 16.10.2015
3.	Name of the insured Name of the policyholder	Mr. Ramesh Kumar Agrawal Mr. Ramesh Kumar Agrawal
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	25.03.2017
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	23.06.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 27.05.2019 at Lucknow
14.	Representation at the hearing	

	• For the Complainant	Absent
	• For the insurer	Mr. Kapil Kumar Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	27.05.2019

17. Mr. Ramesh Agarwal (Complainant) has filed a complaint against Max Life Insurance Company Limited (Respondent) alleging Mis-selling.

18. Brief Facts Of the Case**:-** Mr. Ramesh Agarwal has filed a complaint dated 23.06.2017 before this Forum alleging that the above policy was sold to him as one time fixed deposit by the Axis Bank broker. When he was called by bank to deposit next year premium then he refused to pay. Again they misguided him and informed that if he would pay premiums for three years, the invested money will be returned with 8 % interest. So he deposited the next year premium. Now he got to

know this year about this long term policy of 25 years. He has further stated that he could not continue for longer period and he would not able to deposit next year premium. He also approached the GRO of the RIC for cancellation of his policy but his request was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

In their SCN/reply respondent have stated that the above policy was issued on the basis of proposal form duly signed by the complainant. The policy bond was dispatched through speed post no. EH668249614IN on 26.10.2015 and delivered to the complainant on 02.11.2015 within an option of free look period. The complainant has for the first time made complaint about mis-selling on 18.02.2017. As per welcome call the complainant himself affirmed the policy paying term was 15 years. Therefore the complaint has been rejected by the company as the complainant has not approached within free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Complainant remained absent during hearing. I have heard the representative of respondent and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. Policy no. 107925539 was issued on 16.10.2015, dispatched on 26.10.2015 through speed post no. EA668249614IN and delivered on 02.11.2015.Receipt of policy document is not disputed. A complaint for

cancellation of policy and refund of premium was first time made on 18.02.2017 to the respondent, which is after the lapse of free look period. The complainant could not produce any evidence with respect to allegation of Mis-Selling. Mere allegation is not sufficient to bring the sale of the policy under purview of Mis-Selling. Complainant is postgraduate. The complainant is supposed to go through the policy document after its receipt. A person who signs any document is responsible for the content mentioned in it. During hearing none appeared on behalf of complainant to press the complaint also.

22. In view of the above facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by the complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.

23. The complaint filed by Mr. Ramesh Agarwal stands dismissed herewith.

24. Let copies of Award be given to both the parties.

Dated : May 27, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mrs. Vibha Arora…….. Complainant

V/S

Aegon Life Insurance Co. Ltd.……Respondent

COMPLAINT NO:LCK-L-001-1718-0134 Order No. IO/LCK/A/LI/0013/2019-20

1.	Name & Address of the Complainant	Mrs. Vibha Arora 2/353, Viram Khand Gomti Nagar , Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	120813591731 Aegon Life Ins. Co. Ltd. 27.08.2012

3.	Name of the insured Name of the policyholder	Mr. Rajesh Arora Mrs. Vibha Arora
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	15.12.2016
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	19.05.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 27.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Smt. Vibha Arora
	• For the insurer	Absent
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	27.05.2019

17. Mrs. Vibha Arora (Complainant) has filed a complaint against Aegon Life Insurance Company Limited (Respondent) alleging Mis-selling.

18. Brief Facts Of the Case**:-** The complainant has purchased a policy from the respondent through his agent on 18.08.2012. After 15 days of this proposal she was informed by the agent that if she deposits Rs. 20,000/- or more, as per scheme , company will not ask you any money

for 2-3 year. After this agent had informed her that he himself had deposited Rs. 22,000/- on her behalf as top-up. Due to this she has issued a cheque of SBI of Rs. 22,000/- . She has further stated that the policy bond has not been received till date by her. Even on inquiring, she was informed that the receipt of Rs. 22,000/- was fake. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent has stated that the above policy was issued on the basis of proposal form duly signed by the complainant. The first complaint about mis- selling was received after 4 years of issuance of the policy. Respondent has further stated that the top-up amount has not been applied to the policy in question and the initial premium amount of Rs. 30,000/- has only been applied. The alleged amount of Rs. 22,000/- was not received by the company and hence not applied to the policy in question. The policy was dispatched through Blue dart courier and it was delivered on 31.12.2012. The complainant and LA are highly educated. The complaint has been rejected by the company as the complainant has not approached within free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Respondent remained absent during hearing. I have heard the complainant and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. On previous fixed date 17.01.2019 the respondent had informed that they are settling the matter by cancelling the policy and refunding the entire premium paid. Previous date was adjourned and re-fixed for today. Respondent through e-mail dated 16.04.2019 has informed that they had settled the complaint by cancelling the policy and refunding the premium amount of Rs. 29997/- through cheque dated 11.02.2019. The complainant had sent a letter dated 20.02.2019 received on 26.02.2019 to this forum in which it is mentioned that she had received a cheque of Rs. 29997/-.Hence impugned policy had been cancelled and the amount of Rs. 29997/- had already been paid by the respondent. In complaint and in above letter the complainant has mentioned that she had given Rs. 52,000/- (Rs. 30000/- initial premium + Rs. 22,000/- as top-up). Now the respondent has only refunded Rs. 29997/- while Rs. 22,000/- was also given to respondent's agent Mr. Rahul Singh for which she is having a receipt also. Amount of Rs. 22,000/- was withdrawn from his account in cash. Now dispute of Rs. 22,000/- remains between the parties for which respondent is stating that company had not received Rs. 22,000/- in the said policy. The complainant has filed acknowledgment receipt no. 9000463634 dated 03.10.2012 in which amount of Rs. 22,000/- is said to be received through

cheque no. 173560 of Allahabad Bank. In this receipt amount mentioned in words is different than mentioned in numerically. Cheque no. and bank name mentioned in this receipt is also different as stated by the complainant. At some places the font is also different. Photocopy of bank passbook of complainant shows withdrawal as cash cheque on 11.10.2012.The complainant during hearing has stated that she had given a complaint on 21.10.2016 to police station Gomti Nagar Lucknow. She had filed a photocopy of that complaint. Hence, the case is disputed on the ground of preparation of forged receipt as respondent had denied receiving of Rs. 22,000/-.Hence, according to the allegations of both the parties it is clear that the case with respect of receiving and non receiving Rs. 22,000/- is of criminal nature and requires criminal investigation by some authorized agency. Rule 13 of Insurance Ombudsman, Rule 2017 deals with the duties and functions of Insurance Ombudsman. As in this case (with respect to Rs. 22,000/-) the dispute between parties is of criminal nature and requires criminal investigation, hence, insurance ombudsman has no jurisdiction to deal with the criminal act of any party.

23. In view of above, I arrive at the conclusion that the complaint with respect to policy cancellation and refund of premium amount of Rs. 29,997/- has already settled between the parties and the complaint with respect to refund of Rs. 22,000/- is not within the jurisdiction of the forum. Hence, Ombudsman can not pass any order with respect to subject matter of refund of Rs. 22000/- and complaint is liable to be dismissed.

24. The complaint filed by Smt. Vibha Arora is dismissed herewith.

24. Let copies of Award be give to both the parties.

Dated : May 27, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sushil Kumar …….. Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-036-1718-0367 Order No. IO/LCK/A/LI/0019/2019-20

1.	Name & Address of the Complainant	Mr. Sushil Kumar Nawabganj Kanpur
2.	Policy No:	19732408,19743717, 50265961, 50265963, 50164636, 50174735, 50387471, 19285387, 50460117, 50491484, 50164625 and 19734134
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	18.05.2017
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	03.08.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	4,50,000/-
10.	Date of Partial Settlement	---
11.	Amount of relief sought	4,50,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 30.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Sushil kumar
	• For the insurer	Mr. GG Padmakar Tripathi
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	30.05.2019

17. Mr. Sushil Kumar(Complainant) has filed a complaint against Reliance Nippon Life Insurance Company Limited (Respondent) alleging Mis- selling.

18. Brief Facts Of the Case:- Mr. Sushil Kumar has filed a complaint dated 03.08.2017 before this Forum alleging that the above policies were sold to him fraudulently by the Reliance Nippon Life

Insurance Co. Ltd. He has further stated that he had approached the GRO of the RIC for cancellation of his policy but his cancellation request was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal form duly signed by the complainant and policy documents were sent with an option of free look period on 24.01.2012 ; 24.07.2012 ; 25.07.2012; 07.06.2012; 13.06.2012; 18.09.2012; 08.09.2011; 17.10.2012; 05.11.2012; 08.06.2012 & 21.01.2012 respectively but complainant has approached to the respondent company on 15.05.2017 which is after the expiry of free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent Reliance Nippon Life Ins. Co. Ltd. has agreed to cancel the existing policies nos. 19732408 ; 19743717 ; 50265961; 50265963; 50164636 ; 50174735 ; 50387471 ; 19285387 ; 50460117 ; 50491484; 50164625 ; 19734134 and ready to issue one single premium policy, with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after completing the required formalities w.e.f. current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties.

Dated : May 30, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Aman Singh ….……..……Complainant

V/S

Bharti Axa Life Insurance Co. Ltd..……Respondent

COMPLAINT NO: LCK-L-008-1718-0349 ORDER No. IO/LCK/A/LI/0020/2019-20

COMPLAINT NO: LCK-L-008-1718-0350 ORDER No. IO/LCK/A/LI/0021/2019-20

1.	Name & Address of the Complainant	Mr. Aman Singh 5/419,Vikas Khand, Gomtinagar Dt- Lucknow (UP)
2.	Policy No: Type of Policy Duration of policy/DOC	501-4074917 , 501-4078850 Child Advantage Plan , Child Advantage Plan 24.02.2016 , 24.02.2016
3.	Name of the insured Name of the policyholder	Mr. Aman Singh Mr. Aman Singh
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	12.05.2017
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	28.07.2017

8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 31.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Aman Singh
	• For the insurer	Mr. Surendra Singh , AVP
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	31.05.2019

17. Mr Aman Singh (Complainant) has filed a complaint against Bharti Axa Life Insurance Company Limited (Respondent) alleging Mis-selling.

18.Brief Facts Of the Case:- The complainant has stated that he has taken two policies from respondent. He was told that he has to pay one time premium and after 5 years amount can be withdrawn with full return. When he got a call for renewal, got to know that he has to deposit the

premium for 13 years. On enquiring in branch he got to know that some fraud medical was also done

in the above policy whereas he did not undergo any medical for the above policies. He has further stated that the mobile number mentioned in the policies also do not belong to him. He has made request for cancellation but respondent is not ready to listen. He has also made complaint to GRO of the RIC for cancellation of policies but his request was rejected on 12.06.2017. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Respondent has filed cumulative SCN/reply which is annexed in this complaint. In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal form duly singed by the complainant and dispatched through Blue Dart courier service on 27.02.2016 & 10.03.2016 vide AWB No 44151361575

& 44299196546 and delivered on 02.03.2016 & 13.03.2016 respectively with option of free look period but complainant has approached to the respondent company on 08.05.2017 i.e. after more than14 months of the issuance of policies for its cancellation which was after the expiry of free look period.

19-The complainant has filed complaint letter, annex VIA, Correspondence with respondent and policy copy while correspondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent Bharti Axa Life Ins. Co. Ltd. has agreed to cancel the existing policies nos. 501-4074917 ; 501-4078850 and ready to issue one single premium policy for total premium paid in said policies , with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after completing the required formalities w.e.f. current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties and be kept in the complaint no. LCK-L-008-1718-0350.

Dated : May 31, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Aman Singh ….……..……Complainant

V/S

Bharti Axa Life Insurance Co. Ltd..……Respondent

COMPLAINT NO: LCK-L-008-1718-0349 ORDER No. IO/LCK/A/LI/0020/2019-20

COMPLAINT NO: LCK-L-008-1718-0350 ORDER No. IO/LCK/A/LI/0021/2019-20

1.	Name & Address of the Complainant	Mr. Aman Singh 5/419,Vikas Khand, Gomtinagar Dt- Lucknow (UP)
2.	Policy No: Type of Policy Duration of policy/DOC	501-4074917 , 501-4078850 Child Advantage Plan , Child Advantage Plan 24.02.2016 , 24.02.2016
3.	Name of the insured Name of the policyholder	Mr. Aman Singh Mr. Aman Singh
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	12.05.2017
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	28.07.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 31.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Aman Singh
	• For the insurer	Mr. Surendra Singh , AVP
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	31.05.2019

17. Mr Aman Singh (Complainant) has filed a complaint against Bharti Axa Life Insurance Company Limited (Respondent) alleging Mis-selling.

18.Brief Facts Of the Case:- The complainant has stated that he has taken two policies from respondent. He was told that he has to pay one time premium and after 5 years amount can be withdrawn with full return. When he got a call for renewal, got to know that he has to deposit the

premium for 13 years. On enquiring in branch he got to know that some fraud medical was also done

in the above policy whereas he did not undergo any medical for the above policies. He has further stated that the mobile number mentioned in the policies also do not belong to him. He has made request for cancellation but respondent is not ready to listen. He has also made complaint to GRO of the RIC for cancellation of policies but his request was rejected on 12.06.2017. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Respondent has filed cumulative SCN/reply which is annexed in this complaint. In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal form duly singed by the complainant and dispatched through Blue Dart courier service on 27.02.2016 & 10.03.2016 vide AWB No 44151361575 & 44299196546 and delivered on 02.03.2016 & 13.03.2016 respectively with option of free look period but complainant has approached to the respondent company on 08.05.2017 i.e. after more than14 months of the issuance of policies for its cancellation which was after the expiry of free look period.

19-The complainant has filed complaint letter, annex VIA, Correspondence with respondent and policy copy while correspondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent Bharti Axa Life Ins. Co. Ltd. has agreed to cancel the existing policies nos. 501-4074917 ; 501-4078850 and ready to issue one single premium policy for total premium paid in said policies , with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after

completing the required formalities w.e.f. current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties and be kept in the complaint no. LCK-L-008-1718-0350.

Dated : May 31, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sushil Kumar ……..…….. Complainant

V/S

DHFL Pramerica Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-013-1718-0362 ORDER NO. IO/LCK/A/LI/0016/2019-20

1.	Name & Address of the Complainant	Mr. Sushil Kumar Nawabganj Kanpur
2.	Policy No: Type of Policy Duration of policy/Date of issuance	000178275 --- 25.10.2012
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar

4.	Name of the insurer	DHFL Pramerica Life Ins. Co. Ltd
5.	Date of Repudiation/Rejection	---
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	03.08.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	75,000/-
10.	Date of Partial Settlement	---
11.	Amount of relief sought	75,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 30.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Sushil Kumar
	• For the insurer	Mr. Anurag Dwivedi
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	30.05.2019

17.Mr. Sushil Kumar (Complainant) has filed a complaint against DHFL Pramerica Life Insurance Co. Limited (Respondent) alleging Mis- selling.

18. Brief Facts Of the Case**:-** Mr. Sushil Kumar has filed a complaint dated 03.08.2017 before this Forum alleging that the above policy was sold to him fraudulently by the DHFL Pramerica Life Insurance Co. Ltd. He has further stated that he had approached the GRO of the RIC for cancellation

of his policy but he received no response. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent have stated that the above policy was issued on the basis of proposal form duly signed by the complainant and policy document was delivered on 01.11.2012 vide AWB no-

6881651403 with an option of free look period but complainant has approached to the respondent company after 5 years which is after the expiry of free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent DHFL Pramerica Life Ins. Co. Ltd. has agreed to cancel the existing policy no. 000178275 and ready to issue one single premium policy, with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after completing the required formalities w.e.f. current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties.

Dated : May 30, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sushil Kumar …….. Complainant

V/S

ICICI Prudential Life Insurance Co. Ltd.……Respondent

COMPLAINT NO:LCK-L-021-1718-0363 ORDER No. IO/LCK/A/LI/0017/2019-20

COMPLAINT NO:LCK-L-021-1718-0364 ORDER No. IO/LCK/A/LI/0018/2019-20

1.	Name & Address of the Complainant	Mr. Sushil Kumar Nawabganj Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC	17704347 & 16957789 --- 22.04.2013 & 31.08.2012
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar
4.	Name of the insurer	ICICI Prudential Life Ins. Co. Ltd
5.	Date of Repudiation/Rejection	13.02.2017 & 13.02.2017
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	03.08.2017 & 03.08.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	1,00,000/- & ---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	1,00,000/- & ---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 30.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Sushil Kumar
	• For the insurer	Mr. Neeraj Garg
15.	Complaint how disposed	Recommendation

16.	Date of Award/Order	30.05.2019

17. Mr. Sushil Kumar (Complainant) has filed a complaint against ICICI Prudential Life Insurance Company Limited. (Respondent) alleging Mis- selling.

18. Brief Facts Of the Case**:-** Mr. Sushil Kumar has filed a complaint dated 03.08.2017 before this Forum alleging that the above policies were sold to him fraudulently by the ICICI prudential Life

Insurance Co. Ltd. He has further stated that he had approached the GRO of the RIC for cancellation of his policy but he received no response. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal form duly signed by the complainant and policy document was sent on 25.04.2013 & 06.09.2012 vide Bluedart courier AWB no-435184612873 & AWB no-43932649386 respectively with an option of free look period but complainant has approached to the respondent company on 04.02.2017 i.e. after 4 years from policies issuance which are after the expiry of free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent ICICI Prudential Life Ins. Co. Ltd. has agreed to cancel the existing policies no.. 17704347 & 16957789 and ready to issue one single premium policy, with minimum risk coverage in the name of complainant/policyholder with lock-in period of 5 years after completing the required formalities w.e.f.

current date and with no free look option without any penalty/ charges. The Complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties and kept in the complaint no. LCK-L- 021-1718-0364.

Dated : May 30, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ashish Pandey ……..……..…….. Complainant

V/S

ICICI Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-021-1718-0368 ORDER No. IO/LCK/A/LI/0014/2019-20

COMPLAINT NO:LCK-L-021-1718-0369 ORDER No. IO/LCK/A/LI/0015/2019-20

1.	Name & Address of the Complainant	Mr. Ashish Pandey Gomti Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	20035181 ; 20232524 --- 30.05.2016 ; 30.08.2016
3.	Name of the insured Name of the policyholder	Mr. Ashish Pandey Mr. Gorakh Nath pandey
4.	Name of the insurer	ICICI Life Insurance Co. Ltd
5.	Date of Repudiation/Rejection	---
6.	Reason for repudiation/Rejection	---
7.	Date of receipt of the Complaint	12.07.2017

8.	Nature of complaint	Prayed to provide application form, medical report declaration
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 29.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Mr. Ashish Pandey
	• For the insurer	Mr. Neeraj Garg
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	29.05.2019

17. Mr. Ashish Pandey (Complainant) has filed a complaint against ICICI Life Insurance Company Limited. (Respondent) with request to provide application form, medical form and declaration etc.

18. Brief Facts Of the Case**:-** Mr. Ashish Pandey has filed a complaint on 12.07.2017 before this Forum alleging that the above policy was sold to his father Mr. Gorakh Nath Pandey fraudulently by the ICICI Life Insurance Co. Ltd. His father was 78 years old and suffering from Dementia and was not in a

position to take decision to purchase the policies. The policies were sold to him fraudulently in absence of

his caregivers. He came to know about the policies while going through his father's bank passbook and no policy document was received by them. He further stated that his signatures were forged on the proposal

forms as he was LA in both the policies but was unaware of the two policies. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

The RIC have stated in their SCN/reply that the policies were issued on the basis of information provided in the application/ proposal form. They have further stated that policy documents were delivered to the complainant at his communication address with an option of free look period but complainant has approached to the

respondent company in March 2017 which is after the expiry of free look period. The company has evaluated the complaint & communicated their decision vide e-mail dated 31.03.2017, 30.06.2017 and 01.09.2017 to submit the documents for change in the ownership/proposer of the policies. The RIC has further stated that the copy of the Customer declaration form (CDF) signed by the policyholder. They have offered policy cancellation and refund of premium, but complainant has not furnished required documents.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. Sincere efforts were made for mediation to resolve the subject matter of complaint. During hearing complainant has stated that he had received required documents except declaration of application number OS05489476.The representative of respondent has provided the said declaration to the complainant. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent ICICI Preduential Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 20035181 ; 20232524 to the complainant after completing the required formalities by the complainant. The Complainant also agreed for the same and ready to withdraw his complaint.

21. As the matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties for compliance within 30 days. A copy of award shall be kept in complaint no. LCK-L-021-1718-0369.

Dated : May 29, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ramesh Agarwal…….……..…… Complainant

V/S

Max Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-032-1718-0252 Order No. IO/LCK/A/LI/0012/2019-20

1.	Name & Address of the Complainant	Mr. Ramesh Agarwal Bhoopganj Bazar Bahraich
2.	Policy No: Type of Policy Duration of policy/DOC	107925539 Monthly Income Advantage Plan 16.10.2015
3.	Name of the insured Name of the policyholder	Mr. Ramesh Kumar Agrawal Mr. Ramesh Kumar Agrawal
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	25.03.2017
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	23.06.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 27.05.2019 at Lucknow
14.	Representation at the hearing	
	• For the Complainant	Absent
	• For the insurer	Mr. Kapil Kumar Sharma
15.	Complaint how disposed	Dismissed

16.	Date of Award/Order	27.05.2019

17. Mr. Ramesh Agarwal (Complainant) has filed a complaint against Max Life Insurance Company Limited (Respondent) alleging Mis-selling.

18. Brief Facts Of the Case**:-** Mr. Ramesh Agarwal has filed a complaint dated 23.06.2017 before this Forum alleging that the above policy was sold to him as one time fixed deposit by the Axis Bank broker. When he was called by bank to deposit next year premium then he refused to pay. Again they misguided him and informed that if he would pay premiums for three years, the invested money will be returned with 8 % interest. So he deposited the next year premium. Now he got to

know this year about this long term policy of 25 years. He has further stated that he could not continue for longer period and he would not able to deposit next year premium. He also approached the GRO of the RIC for cancellation of his policy but his request was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

In their SCN/reply respondent have stated that the above policy was issued on the basis of proposal form duly signed by the complainant. The policy bond was dispatched through speed post no. EH668249614IN on 26.10.2015 and delivered to the complainant on 02.11.2015 within an option of free look period. The complainant has for the first time made complaint about mis-selling on 18.02.2017. As per welcome call the complainant himself affirmed the policy paying term was 15 years. Therefore the complaint has been rejected by the company as the complainant has not approached within free look period.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

20. Complainant remained absent during hearing. I have heard the representative of respondent and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. Policy no. 107925539 was issued on 16.10.2015, dispatched on 26.10.2015 through speed post no. EA668249614IN and delivered on 02.11.2015.Receipt of policy document is not disputed. A complaint for cancellation of policy and refund of premium was first time made on 18.02.2017 to the respondent, which is after the lapse of free look period. The complainant could not produce any evidence with respect to allegation of Mis-Selling. Mere allegation is not sufficient to bring the sale of the policy under purview of Mis-Selling. Complainant is postgraduate. The complainant is supposed to go through the policy document

after its receipt. A person who signs any document is responsible for the content mentioned in it. During hearing none appeared on behalf of complainant to press the complaint also.

22. In view of the above facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by the complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.

23. The complaint filed by Mr. Ramesh Agarwal stands dismissed herewith.

24. Let copies of Award be given to both the parties.

Dated : May 27, 2019 (G.S. Shrivastava)

Place : Lucknow Insurance Ombudsman

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA
CASE OF: Ms. Anowara Khatun : Complainant V/S Bajaj Allianz Life in. co.

COMPLAINT REF NO: GUW-L-006-1920-0023 : Award No

1.	**Name & Address of the Complainant**	**Anowara Khatun** **W/o Abdul Roshid Mandal , Vill: Katiamar Part-4\P.O. Podmer Alga, Dist: Dhubri -783339.**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**0346640312** **D.O.C: 12, May,2018, Premium:23973.27** **Premium frequency : Yearly** **Sum Assured: 100500**
3.	**Name of the insured** **Name of the policyholder**	**Anowara Khatun** **Do-**
4.	**Name of the insurer**	**Bajaj Allianz Life Ins. Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**02.05.2019**
8.	**Nature of complaint**	**Misselling of insurance policy by insurer.**

9.	**Amount of Claim**	**23973.27**
10.	**Date of Partial Settlement**	**No.**
11.	**Amount of relief sought**	
12.	**Complaint registered under Rules of Insurance Ombudsman 2017**	**13(1)(b)**
13.	**Date of hearing/place**	**27.05.2019 at O/o Insurance Ombudsman Guwahati**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr…….**
	• **For the insurer**	**----------**
15	**Complaint how disposed**	**Through Hearing**
16	**Date of Award/Order**	**27.08.2019**

17) Brief Facts of the Case: The claimant sated that she want to refund the premium as the maturity value will be less then what was told to her. Moreover she claimed that her signature has been forged. So she want refund of the premium paid by her.

Complainant's argument: Same as mentioned in -17.

18) Insurers' argument: - The complainant had misleading information is not true as the complainant has leveled false and vague allegations and the company is clearly visible that complainant was aware of the sum assured. She is sufficiently educated individual who is capable of reading, understanding applying her mid and doing so without an external assistance so it is not a miss-selling.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

a) Complaint letter
b) Annexure – VI A
c) Copy o the policy
d) Annexure VII A
e) S C N

- **Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 27.05.2019. The representative of the complainant ----------was present and the insurer was represented by MR----------**

DECISION

I have gone through all the documents on record. I have also carefully heard both the parties. Policy holder is educated and well understand the terms and condition of the policy. Apparently it seems that his signature has not forged.

Considering the above facts the forum is in the opinion that insurance company has not done any act of miss selling. So question of refunding the premium does not arise .

Hence, the complaint is treated as closed.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.**

Dated at Guwahati on the 27th day of May 2019

K.B.Saha
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA
CASE OF: Mr. Asmot Ali : Complainant V/S Bajaj Allianz Life in. co.

COMPLAINT REF NO: GUW-L-006-1920-0022 : Award No

1.	**Name & Address of the Complainant**	**Asmot Ali** **S/o Jobed Ali , Vill: Katlamari Part-4\P.O. Podmer Alga, Dist: Dhubri -783339.**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**0347283606** **D.O.C: 05, June,2019, Premium:24186** **Premium frequency : Yearly** **Sum Assured: 310000**
3.	**Name of the insured** **Name of the policyholder**	**Asmot Ali** **Do-**
4.	**Name of the insurer**	**Bajaj Allianz Life Ins. Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**02.05.2019**
8.	**Nature of complaint**	**Misselling of insurance policy by insurer.**

9.	**Amount of Claim**	**24186**
10.	**Date of Partial Settlement**	**No.**
11.	**Amount of relief sought**	
12.	**Complaint registered under Rules of Insurance Ombudsman 2017**	**13(1)(b)**
13.	**Date of hearing/place**	**27.05.2019 at O/o Insurance Ombudsman Guwahati**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr…….**
	• **For the insurer**	**----------**
15	**Complaint how disposed**	**Through Hearing**
16	**Date of Award/Order**	**27.08.2019**

17) Brief Facts of the Case: The claimant sated that he want to refund the premium as the maturity value will be less then what was told to him. Moreover he claimed that his signature has been forged. So he want refund of the premium paid by him.

Complainant's argument: Same as mentioned in -17.

18) Insurers' argument: - The complainant had misleading information is not true as the complainant has leveled false and vague allegations and the company is clearly visible that complainant was aware of the sum assured. He is sufficiently educated individual who is capable of reading, understanding applying his mid and doing so without an external assistance so it is not a miss-selling.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

a) Complaint letter
b) Annexure – VI A
c) Copy o the policy
d) Annexure VII A
e) S C N

- **Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 27.05.2019. The representative of the complainant ----------was present and the insurer was represented by MR----------**

DECISION

I have gone through all the documents on record. I have also carefully heard both the parties. Policy holder is educated and well understand the terms and condition of the policy. Apparently it seems that his signature has not forged.

Considering the above facts the forum is in the opinion that insurance company has not done any act of miss selling. So question of refunding the premium does not arise .

Hence, the complaint is treated as closed.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.**

Dated at Guwahati on the 27th day of May 2019

K.B.Saha
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA
CASE OF: Mr. Chand Miah : Complainant V/S Bajaj Allianz Life in. co.

COMPLAINT REF NO: GUW-L-006-1920-0025 : Award No

1.	**Name & Address of the Complainant**	**Chand Miah** **S/o lt. Kabed Ali , Vill: River Block 5 \P.O. Podmer Alga, Dist: Dhubri -783339.**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**034755973** **D.O.C: 19, Jun,2018, Premium:23930** **Premium frequency : Yearly** **Sum Assured: 100000**
3.	**Name of the insured** **Name of the policyholder**	**Chand Miah** **Do-**
4.	**Name of the insurer**	**Bajaj Allianz Life Ins. Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**02.05.2019**
8.	**Nature of complaint**	**Misselling of insurance policy by insurer.**

9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	**No.**
11.	**Amount of relief sought**	**23930**
12.	**Complaint registered under Rules of Insurance Ombudsman 2017**	**13(1)(b)**
13.	**Date of hearing/place**	**27.05.2019 at O/o Insurance Ombudsman Guwahati**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr…….**
	• **For the insurer**	**----------**
15	**Complaint how disposed**	**Through Hearing**
16	**Date of Award/Order**	**27.08.2019**

17) Brief Facts of the Case: The claimant sated that he want to refund the premium as the maturity value will be less then what was told to him. Moreover he claimed that his signature has been forged. So he want refund of the premium paid by him.

Complainant's argument: Same as mentioned in -17.

18) Insurers' argument: - The complainant had misleading information is not true as the complainant has leveled false and vague allegations and the company is clearly visible that complainant was aware of the sum assured. He is sufficiently educated individual who is capable of reading, understanding applying his mid and doing so without an external assistance so it is not a miss-selling.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

a) Complaint letter
b) Annexure – VI A
c) Copy o the policy
d) Annexure VII A
e) S C N

- **Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 27.05.2019. The representative of the complainant ----------was present and the insurer was represented by MR----------**

DECISION

I have gone through all the documents on record. I have also carefully heard both the parties. Policy holder is educated and well understand the terms and condition of the policy. Apparently it seems that his signature has not forged.

Considering the above facts the forum is in the opinion that insurance company has not done any act of miss selling. So question of refunding the premium does not arise .

Hence, the complaint is treated as closed.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.**

Dated at Guwahati on the 27th day of May 2019

K.B.Saha
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA
CASE OF: Mr. Fayzul Hoque Mondal : Complainant V/S Bajaj Allianz Life in. co.

COMPLAINT REF NO: GUW-L-006-1920-0024 : Award No

1.	**Name & Address of the Complainant**	**Fazyal Hoque Mondal** **S/o Adom Ali Mondal , Vill: River Block NC, 4\P.O. Podmer Alga, Dist: Dhubri -783339.**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**0347560111** **D.O.C: 19, Jun,2018, Premium:23930** **Premium frequency : Yearly** **Sum Assured: 100000**
3.	**Name of the insured** **Name of the policyholder**	**Fazyal Hoque Mondal** **Do-**
4.	**Name of the insurer**	**Bajaj Allianz Life Ins. Co. Ltd.**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**02.05.2019**
8.	**Nature of complaint**	**Misselling of insurance policy by insurer.**

9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	**No.**
11.	**Amount of relief sought**	**23930**
12.	**Complaint registered under Rules of Insurance Ombudsman 2017**	**13(1)(b)**
13.	**Date of hearing/place**	**27.05.2019 at O/o Insurance Ombudsman Guwahati**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr…….**
	• **For the insurer**	**----------**
15	**Complaint how disposed**	**Through Hearing**
16	**Date of Award/Order**	**27.08.2019**

17) Brief Facts of the Case: The claimant sated that he want to refund the premium as the maturity value will be less then what was told to him. Moreover he claimed that his signature has been forged. So he want refund of the premium paid by him.

Complainant's argument: Same as mentioned in -17.

18) Insurers' argument: - The complainant had misleading information is not true as the complainant has leveled false and vague allegations and the company is clearly visible that complainant was aware of the sum assured. He is sufficiently educated individual who is capable of reading, understanding applying his mid and doing so without an external assistance so it is not a miss-selling.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

a) Complaint letter
b) Annexure – VI A
c) Copy o the policy
d) Annexure VII A
e) S C N

- **Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 27.05.2019. The representative of the complainant ----------was present and the insurer was represented by MR----------**

DECISION

I have gone through all the documents on record. I have also carefully heard both the parties. Policy holder is educated and well understand the terms and condition of the policy. Apparently it seems that his signature has not forged.

Considering the above facts the forum is in the opinion that insurance company has not done any act of miss selling. So question of refunding the premium does not arise .

Hence, the complaint is treated as closed.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.**

Dated at Guwahati on the 27th day of May 2019

K.B.Saha
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA
CASE OF: Mr. Mukhter Hussain : Complainant V/S LIC of India- Jorhat D.O.

COMPLAINT REF NO: GUW-L-029-1920-0021 : Award No

1.	**Name & Address of the Complainant**	**Mukhter Hussain** **Kumar Patty Near L.P. School War no.2,** **P.O. Golaghat – Assam-785621**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**136309136** **DOC=28/02/2017** **Mode of Premium:** **Total installment premium: 3750.00**
3.	**Name of the insured** **Name of the policyholder**	**Mukhter Hussain** **Do-**
4.	**Name of the insurer**	**LIC of India,**
5.	**Date of Repudiation**	**NIL**
6.	**Reason for repudiation**	**NIL**
7.	**Date of receipt of the Complaint**	**08.05.2019**
8.	**Nature of complaint**	**Repudiation of Health Insurance claim by LICI.**

9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	**No.**
11.	**Amount of relief sought**	
12.	**Complaint registered under Rules of Insurance Ombudsman 2017**	**13(1)(a)**
13.	**Date of hearing/place**	**27.05.2019 at O/o Insurance Ombudsman Guwahati.**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr. Mukhter Hussain**
	• **For the insurer**	**Mr. Basheruddin Ahmed**
15	**Complaint how disposed**	**Through Hearing**
16	**Date of Award/Order**	**27.08.2019**

17) Brief Facts of the Case: Mukhter hussain was admitted at Narayan Hridulaya Hospital Limited , Bangalore, 23.10.2017 and discharged on 01.11.2017 for the above treatment. Accordingly he submitted al bill for Rs.3,40,000. The said claim was processed at Divisional Health Unit in due time and sent the same to TPA for recommendation. Accordingly TPA approved the claim for HCB & MSB eligible amount Rs.1,09,000 and they sent the same to Central office for final approval and payment. But central office referred the claim to re-insurer for their observation and decision. The insurer called for re-investigation to rule out pre-existing nature of disease as regards to Rheumatic heart disease, not disclosed in proposal form, was advised by Dr. Biswajit Singh of Asia pesific life claims on 05.02.2018. Accordingly we asked the claimant to submit treatment report treated earlier pertaining to above disease prior to the opening of the policy. But the claimant failed submit the same and accordingly our central office repudiated the claim for non-submission of the requirement on 19.02.2019.

Complainant's argument: The complainant claimed for cost of mediclaim amount to the insurer and submitted all required documents. But till the insurer did not settle the claim. During hearing the complainant stated that due to typical mistake the date of compliance letter 09/02/2019 instead of 29/02/2019.

18) Insurers' argument: - The health insurance claim under the referred Jeevan Arogya policy plan no.904. The LA Mr. Mukhter Hussain had submitted his claim form in connection with his treatment/ diagnosis of severe arotic regusgitation with mitral stenosis. Accordingly, the insurer asked the claimant to submit treatment report treated earlier pertaining to above disease prior to the opening of the policy. But the claimant failed to submit the same and accordingly insurer repudiated the claim for non-submission of the required document.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

a) Complaint letter
b) Annexure – VI A
c) Copy o the policy

d) Annexure VII A
e) S C N

- **Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 27.05.2019. The complainant Mr. Mukhter Hussain was present and the insurer was represented by Mr. Basheruddin Ahmed.**

DECISION

I have gone through all the documents on record. I have also carefully heard both the parties. The insure and TPA both accepted the claim amount Rs.109000 but re-insurer asked for other documents . Policy holder took the policy from insurer and not from the re-insurer. There is no evidence of pre-existing disease and insurance co. could not produce any evidence of that. The forum opines that the insurance company themselves could have investigated about pre-existing disease of the LA instead of requiring from him.

Considering the above facts the forum is in the opinion that insurance company has wrongly repudiated the claim of the policy and forum directs the insurance company to settle the claim as per the terms and conditions.

Hence, the complaint is treated as closed.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Guwahati on the 27th day of May 2019.

K.B.Saha
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017

OMBUDSMAN – MS. SANDHYA BALIGA

CASE OF PRIYANKA AGARWAL V/S ADITYA BIRLA SUN LIFE INS.CO.LTD.

COMPLAINT REF: NO JPR-L-009-1920-0030

Order: IO/JPR/A/LI/0013/19-20

1.	**Name & Address of the Complainant**	**Ms Priyanka Agarwal, Jaipur.**
2.	**Policy No:** **Type of Policy** **Commencement of the policy/Prem. Paying Term**	**7484438** **Money Back Policy** **12.02.2018/ 12 years**
3.	**Name of the insured** **Name of the policyholder**	**Ms Priyanka Agarwal** **Ms Priyanka Agarwal**
4.	**Name of the insurer**	**ABSLI**
5.	**Date of Rejection**	**13.03.2019**
6.	**Reason for repudiation**	**Beyond free look period**
7.	**Date of receipt of the Complaint**	**10.04.2019**
8.	**Nature of complaint**	**Mis-sale**
9.	**Amount of Claim**	**98924/-**
10.	**Date of Partial Settlement**	**NA-**
11.	**Amount of relief sought**	**98924/- (Premium of Feb.2018 and Feb. 2019)**
12.	**Complaint registered under Rule no: of IOB rules**	**13(2)**
13.	**Date of hearing/place**	**14.05.2019 / Jaipur**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Sh Aditya Agrawal, Husband of the complainant**
	• **For the insurer**	**Sh Richard Herish, Manager(Legal)**
15	**Complaint how disposed**	**Order**
16	**Date of Award/Order**	**17.05.2019**

17). Ms Priyanka Agarwal (herein after referred to as the complainant) had filed a complaint against the decision of Aditya Birla SunLife Insurance Co. Ltd. (herein after referred to as respondent Insurance Company) alleging mis-sale under Policy no.7484438.

18) Cause of Complaint:

Complainants' argument: The complainant submitted that she had taken a policy bearing no. 7484438 having date of commencement 12.02.2018 and premium of Rs 48924/- for a term of 12 years. The complainant submitted that the subject policy was sold to her pretexting single premium policy and policy bond was not received by her till date. When second year premium was deducted through ECS in February 2019, the complainant came to know that the said policy was not a single premium policy. Then she approached the Insurance Company and requested to cancel the policy and refund the premium. The Insurance Company did not consider her request. Being aggrieved, the complainant approached this forum for redressal of his grievance.

Insurers' argument:- The Insurance Company in its SCN dated 08.05.2019 submitted that the policy bond of the subject policy was received by the complainant on 23.03.2018 and the Insurance Company had given the proof of delivery of the same.The complainant first time approached the Insurance Company with her complain on 15.03.2019 through e-mail which was beyond the free look period of 15 days. The complainant approached the Insurance Company after 11 months and 21 days of issuance of policy. As such the request of the complainant was barred on delay and accordingly the Insurance Company had rejected the complaint.

19) Reason for Registration of Complaint: Mis sale of the policy

20) The following documents were placed for perusal.

a) Complaint letter
b) Copy of proposal form and POD

c) Form VI A duly signed by the complainant.
d) SCN and a form VIIA duly signed by the Insurance Company

21) **Result of hearing with both parties (Observations & Conclusion) :-** I heard both sides, the husband of the complainant (duly authorized by the complainant) and the Insurance Company. The husband of the complainant submitted that policy bond was not received by them so far. The Insurance Company showed the Proof of Delivery and submitted that the policy document was received by the complainant on 23.03.2018. The same was

Denied by the husband of the complainant having signed on delivery of policy bond. On perusal of papers , I find that the complainant was self employed. By the way of tuition at home, the annual income of the complainant was Rs 2.50 lakhs. In the proposal form, her husband's occupation and income were filled as for the complainant. Therefore, it was a clear case of mis-sale. Accordingly, an award is passed with a direction to the Insurance Company to cancel the subject policy and refund the premium paid .

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy and refund the premiums paid.

22. The attention of the Complainant and the Insurance Company is hereby invited to the following provisions of Insurance Ombudsman Rules 2017.

a. According to Rule 17(5) of Insurance Ombudsman Rules 2017, a copy of the award shall be sent to the complainant and the insurer named in the complaint.

b. 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.

Place: Jaipur SANDHYA BALIGA
Dated: 17.05.2019 (INSURANCE OMBUDSMAN)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – MS. SANDHYA BALIGA
CASE OF RAM GOPAL MEENA V/S BHARTI AXA LIFE INS. CO. LTD.
COMPLAINT REF: NO JPR-L-008-1920-0028
AWARD NO: IO/JPR/L/A/1920/0011

1.	**Name & Address of the Complainant**	**Ram Gopal Meena , Jaipur**
2.	**Policy No:** **Type of Policy** **DOC/Policy period** **Premium paying term**	**5018095959** **Individual Life Insurance** **29.10.2018/12** **12**
3.	**Name of the insured** **Name of the policyholder**	**Ram Gopal Meena** **Ram Gopal Meena**
4.	**Name of the insurer**	**Bharti AXA Life Insu.Co..**
5.	**Date of Repudiation**	**26.03.2019.**
6.	**Reason for repudiation**	**Beyond free look period.**
7.	**Date of receipt of the Complaint**	**15.04.2019**
8.	**Nature of complaint**	**Misselling**
9.	**Amount of Claim**	**Rs.50,000/-**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs 50,000/-**
12.	**Complaint registered under** **Rule no: of IOB rules**	**13 (2)**
13.	**Date of hearing/place**	**14.05.2019 / Jaipur**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Sh. Ram Gopal Meena**
	• **For the insurer**	**Sh.Bhupendra Singh Bist**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**14.05.2019 / Award**

17) Mr **Ram Gopal Meena** (herein after referred to as the complainant) had filed the complaint against the decision of Bharti AXA Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling of policy number **5018095959.**

18) Cause of Complaint:

1. **Complainants' argument:** The complainant stubmitted that he was missold policy of the Respondent Company by But International Insurance Brokers on his life with commencement

date 29.10.2018 having premium of Rs.50,000/- payable yearly. The policy was reportedly to have sold on false promises of Interest free personal loan but he did not get the same. He requested Bharti AXA Life Insurance Company for cancellation of the policy and refund of premium on 20.03.2019 but his request was rejected by Company vide letter dated 26.03.2019. Being aggrieved from the action of the respondent Company, the complainant approached this forum for redressal of his complaint.

Insurers' argument:- The insurer stated in their SCN that the policy was issued on the basis of a duly signed proposal form submitted by Life Assured. The complainant was given 15 days freelook period to raise concern in relation to terms and conditions of the policy. The PCVC was successfully completed. The Company had dispatched the policy document on 31.10.2018. The complainant raised concern about the discrepancy on 20.03.2019 and policy holder was duly informed by Insurance Company vide letter dated 26.03.2019 about non acceptance of complaint and allegation of no follow up action by company was false. The Company submitted that the complainant was well aware of the policy terms and conditions and no misselling was done. Hence complaint was denied as being false and incorrect.

19) Reason for Registration of Complaint: - Misselling

20) The following documents are placed for perusal.

e) Complaint letter
f) Policy copy
g) GRO Letter.
h) Form VI A duly signed by the complainant.
i) SCN and a form VIIA duly signed by the Insurance Company

21 Result of hearing with both parties (Observations & Conclusion) :- I heard both the complainant as well as the Insurance Company. During the personal hearing the complainant submitted that he was missold the policy by the Company on false assurance of interest free loan. He was a guard in the private office, his annual income was Rs. 1,20,000/-. He expressed his inability to pay regular premium of policy. The Insurance Company reiterated its stand as per SCN. Insurance Company had done PCVC and played call record video also during the hearing. The complainant informed that he was tutored to answer in negative whenever any PCVC call is there from Company. The annual premium Rs. 50000/-was certainly beyond paying capacity of the complainant whose

earning was Rs. 1,20,000/ annual only. Thus it seems no due diligence was done while underwriting the case. The Insurance Company is directed to cancel Policy no. 5018095959 and refund the premium of Rs.50000/-.

Recommendation

Accordingly an Award is passed with the direction to the Insurance Company to cancel the policy no. 5018095959 and refund the premium paid to the complainant.

The complaint is treated as disposed off accordingly.

22. The attention of the Complainat and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. According to Rule 17(5) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 30 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
b. 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.

C. Copies of the Recommendation be sent to both the parties.

Place: Jaipur. **(SANDHYA BALIGA)**
Dated: 14.05.2019 **INSURANCE OMBUDSMAN**
(JAIPUR)