

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN – Shri G.S.Shrivastava

Ms.Nasreen Jaidi Complainant

V/S

Future Generali India Life Insurance Co. Ltd.
.....Respondent

COMPLAINT NO: BHP-L-017-1718-0114 Order No. IO/BHP/A/LI/0129 /2018-2019

1.	Name & Address of the Complainant	Ms. Nasreen Jaidi, 68, Chatripura Main Road, Indore
2.	Policy No: Type of Policy Duration of policy/DOC	01322879
3.	Name of the insured Name of the policyholder	Ms.Nasreen Jaidi
4.	Name of the insurer	Future Generali India Life Insurance Co.Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	17.08.2017
8.	Nature of complaint	Non refund of premium in free look cancelation period.
9.	Amount of Claim	Premium amount paid
10.	Date of Partial Settlement	
11.	Amount of relief sought	Premium amount paid
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 16.08.2018 at 10.30 am at Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Absent
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	16.08.2018

17. Ms. Nasreen Jaidi (Complainant) has filed a complaint against the decision of Future Generali India Life Insurance Co.Ltd. (Respondent) alleging non refund of premium in free look cancelation period.

18. **Brief facts of the case** - The complainant stated that the above policy was taken by her from the respondent company which was received by her on 07.06.2017. Due to illness and some financial problem she returned the policy for cancellation on 17.06.2017 within free look period but her request was not considered. The complainant approached this forum for refund of premium amount.

No SCN filed by the respondent.

19. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence. Respondent sent an email on 13.08.2018 regarding refund of premium amount to the complainant.
20. At the time of hearing both the parties remained absent. I have perused paper filed on behalf of the complainant as well as the Insurance Company.
21. An email dated 13.08.2017 from the respondent is on record, which shows that respondent has cancelled the policy and refunded premium amount through NEFT on 22.09.2017. As the claim had settled and amount of premium of above policy had already been paid to the complainant, hence the complaint is liable for dismissal.
22. The complaint filed by Ms. Nasreen Jaidi stands dismissed as settled.
23. Let copies of Award be given to both the parties.

Dated : August 16, 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Ms. Sujata Sahni..... Complainant

V/S

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

COMPLAINT NO: BHP-L-036-1718-0111
2019

Order No. IO/BHP/A/LI/0128 /2018-

1.	Name & Address of the Complainant	Ms. Sujata Sahni, C/o Vidya Prakash Sahni, 4th Mile Mandla Road, Belheri, JABALPUR (MP)
2.	Policy No: Type of Policy Duration of policy/DOC	52225060 Classic Plan (regular) 15.06.2015
3.	Name of the insured Name of the policyholder	Ms. Sujata Sahni, -same-
4.	Name of the insurer	Reliance Nippon Life Insurance Co.Ltd.
5.	Date of Repudiation/Rejection	18.07.2016
6.	Reason for repudiation/Rejection	Lapse of free look period
7.	Date of receipt of the Complaint	22.08.2017
8.	Nature of complaint	Policy Servicing related grievance
9.	Amount of Claim	Premium amount
10.	Date of Partial Settlement	
11.	Amount of relief sought	Premium amount
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 16.08.2018 at 10.15 am at Bhopal
14.	Representation at the hearing	
	c) For the Complainant	Ms. Sujata Sahni, Complainant
	d) For the insurer	Moh.Zakariah, Zonal Risk Manager
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	16.08.2018

17. Ms. Sujata Sahni (Complainant) has filed a complaint against the decision of Reliance Nippon Life Insurance Co.Ltd. (Respondent) dated 18.07.2016 alleging non closer of her policy.
18. **Facts of the Case-** The Complainant stated that the above policy was taken by her from the respondent. Due to financial and personal problem, she is not capable of paying installments and now she want to close her policy. The complainant made request for closer of her policy but no response was given to her. The complainant approached this forum for redressal of her grievance.
- The respondent in the SCN/reply stated that policy was issued on the basis of duly signed proposal form and dispatched on 16.06.2015. There is no mis-sale alleged by the complainant with the company and the only reason which she gave for not continuing the policy was that she is unable to pay her regular premium due to financial constraints. The said request was given by her after one year of the issuance of the policy. It is further stated that complainant can opt for single premium policy for the said amount from current RCD without any free look option and for a lock in period of 5 years.
19. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence with respondent while respondent filed SCN, proposal form, policy copy and correspondence.
20. 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 Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 52225060 and issue a single premium policy for Rs.7 Lac for lock in period of 5 years (five years) with current date after completing the required formalities by the complainant/ policy holder without any penalty/ charges. The respondent also agreed to refund the balance amount of existing policy bearing no. 52225060. The complainant is 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 order be given to both parties.

Dated: August 16 , 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs. Arti Devi Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.
.....Respondent

COMPLAINT NO: BHP-L-008-1718-00140 Order No. IO/BHP/A/LI/0146 /2018-2019

1.	Name & Address of the Complainant	Mrs. Aarti Devi, C/o Ramesh Singh Tomar, New Vijay Vihar colony, Kashipura Murar, Gwalior
2.	Policy No: Type of Policy Duration of policy/DOC	501-4899206 Child Advantage 30.09.2016
3.	Name of the insured Name of the policyholder	Mrs. Aarti Devi -same-
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/Rejection	11.01.2017
6.	Reason for repudiation/Rejection	Lapse of free look period
7.	Date of receipt of the Complaint	29.09.2017
8.	Nature of complaint	Non receipt of policy bond
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Full Premium amount
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins.Ombudsman Rules 2017
13.	Date of hearing/place	On 23.08.2018 at 10.40 am at Bhopal
14.	Representation at the hearing	
	e) For the Complainant	Mrs. Arti Devi, Complainant
	f) For the insurer	Mr. Manoj Pandagre, Executive
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	23.08.2016

17. Mrs. Aarti Devi (Complainant) has filed a complaint against the decision of Bharti Axa Life Insurance Co.Ltd. (Respondent) alleging non receipt of policy bond.

18. **Brief facts of the Case** – The above policy was taken by the complainant from the respondent company. The Complainant alleged that no policy bond was received by her and she made request about non receipt of the policy bond in the Gwalior branch of respondent on 27.04.2017, then she was informed that her policy bond was received at branch manager's address and branch manager had submitted receipt of policy bond signed by her to respondent. The complainant alleged that she had not signed any receipt and her signature was forged on the receipt. When she made the request for refund of her money the respondent had rejected her request on the ground of being out of free look period. The complainant approached this forum for cancellation of policy refund of premium amount.

The respondent in the SCN/reply contended that the policy was issued on the basis of the proposal form signed by the complainant with option of free look period of 15 days and dispatched on 12.10.2016 which was received by the complainant on 02.12.2016. The company received cancellation request on 28.12.2016 i.e after free look period. The respondent has stated that the complainant alleged that she had not received the policy

document and was apprised that the documents were duly dispatched and delivered to her.

19. The complainant has filed complaint letter, annex. VI A, correspondence with respondent while respondent filed SCN, proposal form and correspondence.
20. Efforts for mediation failed. I have heard both parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
21. Complainant has argued that she had taken a policy from respondent on 30.09.2016 with the premium of Rs.75060/- but she did not get policy bond and when she complained to respondent's Gwalior branch, she was told by operation manager that policy bond were received at branch manager's address and your acknowledgement signed by you is with company. She further argued that she had not received any policy bond and not signed any acknowledgement. She further argued that she had made a complaint to Thana Prabhari, City Centre Gwalior on 14.02.2017 stating for non receiving of policy bond and putting of her forged signature on acknowledgement. She argued that on 27.04.2017 she complained to customer manager of respondent at City Centre Gwalior stating above fact. Respondent opposed the above argument of complainant and argued that policy documents were dispatched on 12.10.2016 and received on 02.12.2016 by hand. Respondent have filed annexure B –acknowledgement sheet which shows signature of complainant on 02.12.2016. Complainant has refused her signature and said that it is not her signature. This acknowledgement sheet bears a seal of Gwalior Branch, date and time. In this seal date of 09.12.2016 and time 12.30pm is mentioned. If the policy bond were received by complainant on 02.12.2016 then why on seal it was mentioned date as 09.12.2016. This creates a reasonable doubt with respect to acknowledgement. Besides this, in SCN respondent had mentioned in paragraph 10 that the documents were **hand** delivered to the complainant on 02.12.2016 but in paragraph 18 of SCN it is mentioned that documents were dispatched on **Blue Dart** AWB no. 33553891335 which was duly delivered on 02.12.2016. Para 10 and 18 are opposite to each other. This also creates doubt over acknowledgement shown by respondent, which is denied by complainant. Here it is also very pertinent to mention that complainant is from the very beginning saying non receiving of bonds and her forged signature on acknowledgement as complained to Police Thana and respondent's customer manager. From complainant's email dated 31.12.2016 it is clear that complainant had prayed either to send original policy bond or refund premium amount. From above discussion a doubt has been created over acknowledgement of policy bond, hence contention of complainant is accepted that she had not received bonds. As the respondent had not sent policy bond to the complainant, the respondent is liable to refund the premium amount.
22. In view of above facts and circumstance the respondent Bharti Axa Life Insurance Co.Ltd. is ordered to refund the premium amount under policy no. 501-4899206 paid by

the complainant within 30 days from the receipt of this order and submit compliance report to this office. In the result the complaint is allowed.

23. Let a copy of award be sent to complainant and respondent insurance company for compliance.

Dated: August 23, 2018

Place : Bhopal

**(G.S.Shrivastava)
Insurance Ombudsman**

Mr. Manish Kumar Shukla..... Complainant

V/S

Life Insurance Corporation of India.....

.....Respondent

**COMPLAINT NO: BHP-L-029-1718-0099
2019**

Order No. IO/BHP/A/LI/0144 /2018-

1.	Name & Address of the Complainant	Mr. Manish Kumar Shukla LIG 33 BARDIYA VIHAR AMLIDIH P.O. RAVIGRAM,RAIPUR(CG)
2.	Policy No: Type of Policy Duration of policy/DOC	104917 GROUP INSURANCE POLICY 01.01.1976
3.	Name of the insured Name of the policyholder	Late.Shyam Kumar Shukla -
4.	Name of the insurer	LIC OF INDIA, BHOPAL & RAIPUR
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	31.07.2017
8.	Nature of complaint	Saving deposits at LIC Bhopal not paid
9.	Amount of Claim	RS. 15480/-
10.	Date of Partial Settlement	
11.	Amount of relief sought	RS. 15480/-
12.	Complaint registered under Rule	Rule No. 13(1) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	
14.	Representation at the hearing	
	g) For the Complainant	Mr. Manish Kumar Shukla, Complainant
	h) For the insurer	Mr.Raghav Pandey, AAO
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	23.08.2018

17. Mr. Manish Kumar Shukla (Complainant) has filed a complaint against Life Insurance Corporation, Raipur (Respondent) for non payment of the deposits of saving deducted during service at Bhopal.

18. **Brief facts of the Case -** The complainant stated that his father Late Shri Shyam Kishore Shukla was working in Madhya Pradesh Rajya Sahkari Awas Sangh Bhopal from 1976 and due to partition of Madhya Pradesh and Chhatisgarh states in 2003 his services were transferred as Zonal Officer to Chhatisgarh Rajya Sahkari Awas Sang Raipur. During the

service the complainant's father expired on 05.05.2009. The claim amount had already been paid by LIC of India Raipur but deposited amount of ABF(GSLI) before partition of states i.e. from the year 1976 to 2003 is still un paid. The complainant also stated that he had approached in writing to LIC of India Raipur and Bhopal both, but his complaint was not heard and still pending. Hence, the complainant approached this forum for refund of his father's remaining GSLI amount.

The respondent in the SCN/reply contended that the company had paid Rs.1,25,345/- under policy no. 104917 to the complainant.

19. The complainant had filed complaint letter, annex VI A & correspondence while respondent filed SCN.
20. Efforts for mediation failed. I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
21. According to complainant his father late Sh.Shyam Kishore Shukla had served as Zonal officer in the office of MP Rajya Sahkari Awas Sangh Ltd.Bhopal from 01.01.1976 and his services was transferred in 2002 to Chhatisgarh Awas Sangh, Raipur. Late Sh.Shyam Kishore Shukla had expired on 05.05.2009. After the death of late Sh.Shyam Kishore Shukla savings portion of Raipur service and sum assured had been received but deposits of saving during the period of service at Bhopal is not paid. SCN shows that an amount of Rs. 1,25,345/- had been paid under above policy. A letter of respondent's representative Sh. Raghav Pandey is on record in which he stated that death claim and saving portion had been paid by Pngs Unit Raipur and saving portion of Pngs unit Bhopal is due for payment for which they had informed to Bhopal Unit through mail and as soon as data of saving portion is given by Bhopal Unit, they can make payment. It is clear from this letter that savings portion of Pngs unit Bhopal is still due and hence respondent is liable to pay due amount to concerned.
22. Hence, the respondent Life Insurance Corporation of India is ordered to refund the amount of saving portion deposited at PnGS Unit Bhopal under policy no. 104917 within 30 days from the date of receipt of award and submit compliance report to this office. In the result the complaint is allowed.
23. Let a copy of award be sent to complainant and respondent insurance company for compliance.

Dated: August 23, 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs. Rajkumari Jain..... Complainant

V/S

ICICI Prud. Life Insurance Co. Ltd.
.....Respondent

Order No. IO/BHP/A/LI/0147 /2018-2019

1.	Name & Address of the Complainant	Mrs.Rajkumari Jain, 1, Sudhar Nyas Colony, Collectorate ke Samne, Ward no.44, KATNI (MP)
2.	Policy No: Type of Policy Duration of policy/DOC	20660243
3.	Name of the insured Name of the policyholder	Mrs. Rajkumari Jain -same-
4.	Name of the insurer	ICICI Prud.Life Insurance Co.Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	06.07.2017
8.	Nature of complaint	Non issuance of policy bond
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	-
12.	Complaint registered under Rule	Rule no.13(f) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 23.08.2018 at 10.30 am at Bhopal
14.	Representation at the hearing	
	i) For the Complainant	Absent
	j) For the insurer	Mr. Tariq Abdullah, Manager
15.	Complaint how disposed	Dismissed as settled
16.	Date of Award/Order	23.08.2018

23. Mrs. Rajkumari Jain (Complainant) has filed a complaint against the decision of Reliance Nippon Life Insurance Co.Ltd. (Respondent) alleging non issuance of policy bond.
24. **Biref facts of the Case-** The Complainant stated that the above policy was taken by her from the respondent on 29.01.2017. On Feb 17 she received a message that her policy was declined by the respondent on the ground of difference in date of birth. When she made request before the respondent company for reconsideration of her policy, a medical test was conducted on 25.05.2017 in Jabalpur but nothing was informed to the complainant about her policy. The complainant approached this forum for issuance of her policy. No SCN filed by respondent.
25. The complainant has filed complaint letter, annex. VI A, correspondence with respondent while respondent sent an Email dated 10.08.2018.
26. Complainant remained absent during hearing. I heard respondent's representative and perused the papers.
27. From perusal of Email received from respondent on dated 10.08.2018 it appears that respondent had delivered the policy no.20660243 on 18.08.2017 with welcome kit to the complainant. Complainant also admitted the receiving of policy in her email dated 10.08.2018. As the matter has been resolved, hence the complaint is liable to be dismissed.
28. The complaint filed by Mrs. Rajkumari Jain stands dismissed as resolved.
29. Let copies of Award be given to both the parties.

Dated : August 23, 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs. Sangeeta Goyal..... Complainant

V/S

India First Life Insurance Co. Ltd.

.....Respondent

COMPLAINT NO: BHP-L-024-1718-00149 Order No. IO/BHP/A/LI/0145 /2018-

2019

1.	Name & Address of the Complainant	Mrs.Sangita Goyal, 102, Sanjay Parisar, Phase-2, R/1 Street Vinoba Nagar, Bilaspur
2.	Policy No: Type of Policy Duration of policy/DOC	10450632 India First Smart Save Plan(ULIP) 30.04.2016
3.	Name of the insured Name of the policyholder	Mrs. Sangeeta Goyal -same-
4.	Name of the insurer	India First Life Insurance Co.Ltd.
5.	Date of Repudiation/Rejection	24.07.2017
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	30.10.2017
8.	Nature of complaint	Delay in issuance of policy
9.	Amount of Claim	Rs.50,000/-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs. 1,30,000/- (premium+Int. + moral damages)
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins.Ombudsman rules 2017
13.	Date of hearing/place	On 23.08.2018 at 10.50 am at Bhopal
14.	Representation at the hearing	
	k) For the Complainant	Absent
	l) For the insurer	Mr. Ashok Prasad, Business Unit Head
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	23.08.2018

24. Mrs. Sangeeta Goyal (Complainant) has filed a complaint against the decision of India First Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.

25. **Brief facts of the Case** – The complainant stated that she purchased above policy on 11.03.2016 (in financial year 2015-16) but policy started from 30.04.2016 (financial year 2016-17) and was issued on 02.05.2016. It is further stated that she was told that the policy terms is 5 years but policy issued to her with premium term of 15 years. Due to late issuance of policy, she had to bear income tax loss of Rs.10,000/- in the financial year 2015-16. She made request through email on 07.05.2016 within free look cancellation period for cancellation of policy but no proper response was given to her and declined to refund. The complainant approached this forum for refund of premium amount with interest.

No SCN filed by the respondent. The respondent sent a copy of letter dated 15.11.2017 addressed to the complainant in which it is stated that as a gesture of good will company is ready and willing to settle the matter by refunding the premium of Rs. 50,000/- to the complainant.

26. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence with respondent while respondent filed a letter dated 15.11.2017 addressed to the complainant.
27. Complainant remained absent at the time of hearing. I have heard respondent's representative at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
28. A policy no.10450632 was issued with commencement date 30.04.2016 which was delivered to the complainant on 02.05.2016. Complainant made first complaint on 07.05.2016 for cancellation of policy. Her request was rejected vide email dated 24.07.2017 with the reason that the request for cancellation has been received beyond the free look period of 15 days. Email dated 07.05.2016 of respondent addressed to complainant is on record which shows that complainant's complaint was registered at respondent's end. Hence, it is ample clear that the first complaint for cancellation of policy was made on 07.05.2016 which was within free look period. As the request was within free look period, respondent should have cancelled the policy and refund the premium but policy was not cancelled till now. Further it is pertinent to mention that after rejecting the request of complainant on 24.07.2017, a letter dated 15.11.2017 was sent to complainant stating that as a gesture of good will respondent is ready and willing to refund the premium amount under the policy. In letter dated 15.11.2017 respondent has requested to send enclosed discharge voucher, cancelled cheque, identity proof and policy kit. Complainant has requested in her complaint to refund premium amount alongwith interest and compensation. As discussed above the respondent should have refunded the amount just after receiving complaint on 07.05.2016 but they had not refunded, hence respondent is liable to pay premium amount with simple interest @ 6% p.a. from 07.05.2016 to the date of actual payment.

Complainant also prayed for compensation stating that she suffered income tax loss in F.Y.2015-2016. Policy bond was received by complainant on 02.05.2016 and contract was completed on 30.04.2016 on the date of plan commencement. Before completion of policy contract complainant cannot claim for income tax rebate. Hence, no question of compensation arises.

29. In view of above facts and circumstance the respondent India First Life Insurance Co.Ltd. is ordered to refund the total premium amount under policy nos. 10450632 paid by the complainant with simple interest @ of six percent from 07.05.2016 till date of actual payment and submit compliance report to this office. In the result the complaint is allowed.
30. Let a copy of award be sent to complainant and respondent insurance company for compliance.

**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. SUBBANNA VS BHARATI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-008-1718-0552,554, 555

Award No: IO/BNG/A/LI/0147, 0148, 0149/2018-2019

1.	Name & Address of the Complainant	Mr. M. Subbanna No 291, 'Basaveshwara Nilaya' 1 st Floor, 2 nd 'H' Cross, 3 rd Block, 3 rd Phase Basaveshwaranagar Bangalore – 560079 (M): 9663730100
2.	Policy No: Type of Policy Commencement of Policy Policy term/Premium paying term	(1)501-4821036 (2) 501-4821069 (3) 501-5138166 (1), (2), & (3) Bharati Axa Life Secure Income Plan (1) 26.09.2016 (2) 22.09.2016 (3) 15.12.2016 (1) 15/5 (2) 15/5 (3) 15/5
3.	Name of the Insured Name of the Policyholder	(1), (2) & (3) - Mr. K.S. Rohith (1) & (2) Mallappa Subbanna (3) Smt. Kamala.S.
4.	Name of the Respondent Insurer	Bharati Axa Life Insurance Company
5.	Date of Repudiation/Rejection	(1), (2) & (3) 19.04.2017
6.	Reason for repudiation/Rejection	Request for cancellation received beyond 'Free Look Period'
7.	Date of receipt of Annexure VI-A	06.12.2017
8.	Nature of complaint	Mis-Sale
9.	Amount of claim	₹.2,03,582/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	₹.2,03,582/-
12.	Complaint registered under Rule No:	13 (1)(c)&(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	30.07.2018/Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Preetham -- Manager
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	31.07.2018

17. Brief Facts of the Case:

The complaint emanated from the alleged mis-sale and cheating the Complainant by the associates of the RI. Though the Complainant represented his case before the G.R.O. of the RI, there was no satisfactory response from them. Therefore, the Complainant approached this Forum for cancellation of the said policies and return of his premiums.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant has alleged that 3 local representatives of RI came to the Complainant's house and convinced him that the RI had decided to issue policies for senior citizens of his age with a risk cover of ₹. 30 lakhs in case of his death. Accordingly the Complainant finalized 2 policies. On receipt of the policy documents he came to know that he was not the life assured on whom risk is covered. Instead his grand Son (Mastr. Rohith) was the life assured and he was only a policy holder (proposer). As per the information provided at the time of soliciting the policy he was supposed to be the life assured as he was a senior citizen. There was no necessity to issue the policy on his grandson. Since the policy issued was totally not in conformity with the promise made at the time of solicitation, it was a very bad proposal. In respect of 3rd policy, his wife was persuaded to be the proposer and his grand son (Mast. Rohit was the life assured) and the same was sold to her on the condition that she would get medi-claim policy for ₹. 10 Lakhs. The original policy documents pertaining to the medi-claim policy have not yet reached the policy holders. Though he approached the RI for issue of receipts (to file income tax returns), the RI had not issue any official receipts which is highly irresponsible and bad. When the Complainant approached the representatives their mobiles were switched off. Thereafter he represented the issue to GRO of the RI, but there was no response from them. Instead of cancelling the policy and refunding the premium amount, the RI sent debit advice to his bank account and collected the premium without his mandate. Having felt cheated in this way, he has sought the Forum's help for cancellation of all the 3 policies.

b. Respondent Insurer's argument:

The RI vide their SCN dated 09.03.2018 has stated that the RI has issued all the 3 policies after receiving the requirements for issue of the policies from the prospective proponents.

In respect of Pol No (1) 501-4821036, (2) 501-4821069, (3) 501-5138166, the RI has stated that the RI issued the said policies only after receiving all the requirements in order. The said policies containing 'Free Look Period' clause and supporting documents were despatched to the Complainant. The Complainant has received the bond but did not revert during the 'Free Look Period' clause which implies that he was in complete agreement with the terms and conditions of the policy. The Complainant for the first time raised the issue of mis-selling by making false promises, nearly after 7 months from the date of issue of the policy. Immediately after receiving the said complaint the RI evaluated the same and verified the records. After conducting internal investigation, the RI concluded that there was no mis-selling involved and no such issues were raised by the Complainant during PIVC. As such the RI resolved the said complaint and sent 'Complaint Resolution Advice' to the Complainant. Thereafter the Complainant again approached the GRO of the RI. As a customer centric organisation, the RI again evaluated the said complaint and sent their reply vide letter dated 24.11.2017.

With regard to the Complainant's allegation that he was lured to buy the said policies on false promises that he was eligible for death cover of 30 lakhs, the RI submits that the RI has put in place the mechanism of PIVC calls, prior to issuing the policy and also post the issuance of the policy. The core objective of this PIVC call is to ensure and confirm and satisfy at the Company's end, that there has been no mis-selling at the time of sale of the policies. The RI effected PIVC call to the Complainant with his registered mobile numbers both at the time of issuance of the policy and also post issuance of the said policy. However the Complainant did not raise any

concern or issue which implies that the Complainant was in complete agreement with the issue of the said policies.

The RI further submitted that they neither encourages any discrepancy nor do they intend to issue policies based on incorrect/ false information and documents. The RI is neither aware of nor privy to the communication the Complainant had with the persons who were involved with such a sale. Hence the RI denies that any such mis-leading information was given to the Complainant. The allegation made by the Complainant that he was lured to avail the said policy by making false assurances of death cover of 30 lakhs is totally unfounded and hence denied by the RI. The RI has not authorised any of its agents or brokers to offer any false promises or benefits to the customers which are at variance with the product features. Time and again the RI have warned the general public that they should be beware of fraudulent intermediaries through various mediums. Any person who transacts with such individuals will be doing so at their own risks. The Complainant should have verified the veracity of such false claims before availing the policy.

As the Complainant approached this office with false and in-correct contents, and his complaint is bereft of any merits the RI has prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 under Se 13(1)(c)(f) 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 & 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.

The Complainant informed that For Pol No 501-5138166 he is representing his wife who is the proposer for the said policy.

During the personal hearing on 30.07.2018 both the parties reiterated their respective stand.

In addition to what is stated in the SCN, the RI, during the hearing alleged that some 3rd party instigated the Complainant and misguided him to approach this Forum for cancellation of the said policies. The Forum noted that the RI is not having any evidence to prove the aforesaid allegation.

The Forum sought for PIVC call details from the RI. But the RI could not produce the PIVC calls. In the absence of the PIVC calls, the Forum gives benefit of doubt to the Complainant. Hence, the Forum finds that this is a case of mis-sale.

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 decision of the Forum directs the RI to refund the total premiums received under all the three policies with interest @ 8.50%(6.50% bank rate +2% as per Regulation 14 under Policy Holders Interest Regulations 2017) along with bank charges also, from the date of complaint till the date of payment.

Hence the complaint is **Allowed**.

Dated at Bengaluru this 30th Day of July 2018.

(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. SUBBANNA VS BHARATI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-008-1718-0552,554, 555

Award No: IO/BNG/A/LI/0147, 0148, 0149/2018-2019

1.	Name & Address of the Complainant	Mr. M. Subbanna No 291, ' Basaveshwara Nilaya' 1 st Floor, 2 nd 'H' Cross, 3 rd Block, 3 rd Phase Basaveshwaranagar Bangalore – 560079 (M): 9663730100
2.	Policy No: Type of Policy Commencement of Policy Policy term/Premium paying term	(1)501-4821036 (2) 501-4821069 (3) 501-5138166 (1), (2), & (3) Bharati Axa Life Secure Income Plan (1) 26.09.2016 (2) 22.09.2016 (3) 15.12.2016 (1) 15/5 (2) 15/5 (3) 15/5
3.	Name of the Insured Name of the Policyholder	(1), (2) & (3) - Mr. K.S. Rohith (1) & (2) Mallappa Subbanna (3) Smt. Kamala.S.
4.	Name of the Respondent Insurer	Bharati Axa Life Insurance Company
5.	Date of Repudiation/Rejection	(1), (2) & (3) 19.04.2017
6.	Reason for repudiation/Rejection	Request for cancellation received beyond 'Free Look Period'
7.	Date of receipt of Annexure VI-A	06.12.2017
8.	Nature of complaint	Mis-Sale
9.	Amount of claim	₹.2,03,582/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	₹.2,03,582/-
12.	Complaint registered under Rule No:	13 (1)(c)&(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	30.07.2018/Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Preetham -- Manager

15.	Complaint how disposed	Allowed
16.	Date of Award/Order	31.07.2018

17. Brief Facts of the Case:

The complaint emanated from the alleged mis-sale and cheating the Complainant by the associates of the RI. Though the Complainant represented his case before the G.R.O. of the RI, there was no satisfactory response from them. Therefore, the Complainant approached this Forum for cancellation of the said policies and return of his premiums.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant has alleged that 3 local representatives of RI came to the Complainants house and convinced him that the RI had decided to issue policies for senior citizens of his age with a risk cover of ₹. 30 lakhs in case of his death. Accordingly the Complainant finalized 2 policies. On receipt of the policy documents he came to know that he was not the life assured on whom risk is covered. Instead his grand Son (Mastr. Rohith) was the life assured and he was only a policy holder (proposer). As per the information provided at the time of soliciting the policy he was supposed to be the life assured as he was a senior citizen. There was no necessity to issue the policy on his grandson. Since the policy issued was totally not in conformity with the promise made at the time of solicitation, it was a very bad proposal. In respect of 3rd policy, his wife was persuaded to be the proposer and his grand son (Mast. Rohit was the life assured) and the same was sold to her on the condition that she would get medi-claim policy for ₹. 10 Lakhs. The original policy documents pertaining to the medi-claim policy have not yet reached the policy holders. Though he approached the RI for issue of receipts (to file income tax returns), the RI had not issue any official receipts which is highly irresponsible and bad. When the Complainant approached the representatives their mobiles were switched off. Thereafter he represented the issue to GRO of the RI, but there was no response from them. Instead of cancelling the policy and refunding the premium amount, the RI sent debit advice to his bank account and collected the premium without his mandate. Having felt cheated in this way, he has sought the Forum's help for cancellation of all the 3 policies.

b. Respondent Insurer's argument:

The RI vide their SCN dated 09.03.2018 has stated that the RI has issued all the 3 policies after receiving the requirements for issue of the policies from the prospective proponents.

In respect of Pol No (1) 501-4821036, (2) 501-4821069, (3) 501-5138166, the RI has stated that the RI issued the said policies only after receiving all the requirements in order. The said policies containing 'Free Look Period' clause and supporting documents were despatched to the Complainant. The Complainant has received the bond but did not revert during the 'Free Look Period' clause which implies that he was in complete agreement with the terms and conditions of the policy. The Complainant for the first time raised the issue of mis-selling by making false promises, nearly after 7 months from the date of issue of the policy. Immediately after receiving the said complaint the RI evaluated the same and verified the records. After conducting internal investigation, the RI concluded that there was no mis-selling involved and no such issues were raised by the Complainant during PIVC. As such the RI resolved the said complaint and sent 'Complaint Resolution Advice' to the Complainant. Thereafter the Complainant again approached the GRO of the RI. As a customer centric organisation, the RI again evaluated the said complaint and sent their reply vide letter dated 24.11.2017.

With regard to the Complainants allegation that he was lured to buy the said policies on false promises that he was eligible for death cover of 30 lakhs, the RI submits that the RI has put in

place the mechanism of PIVC calls, prior to issuing the policy and also post the issuance of the policy. The core objective of this PIVC call is to ensure and confirm and satisfy at the Company's end, that there has been no mis-selling at the time of sale of the policies. The RI effected PIVC call to the Complainant with his registered mobile numbers both at the time of issuance of the policy and also post issuance of the said policy. However the Complainant did not raise any concern or issue which implies that the Complainant was in complete agreement with the issue of the said policies.

The RI further submitted that they neither encourages any discrepancy nor do they intend to issue policies based on incorrect/ false information and documents. The RI is neither aware of nor privy to the communication the Complainant had with the persons who were involved with such a sale. Hence the RI denies that any such mis-leading information was given to the Complainant. The allegation made by the Complainant that he was lured to avail the said policy by making false assurances of death cover of 30 lakhs is totally unfounded and hence denied by the RI. The RI has not authorised any of its agents or brokers to offer any false promises or benefits to the customers which are at variance with the product features. Time and again the RI have warned the general public that they should be beware of fraudulent intermediaries through various mediums. Any person who transacts with such individuals will be doing so at their own risks. The Complainant should have verified the veracity of such false claims before availing the policy.

As the Complainant approached this office with false and in-correct contents, and his complaint is bereft of any merits the RI has prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 under Se 13(1)(c)(f) 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 & 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.

The Complainant informed that For Pol No 501-5138166 he is representing his wife who is the proposer for the said policy.

During the personal hearing on 30.07.2018 both the parties reiterated their respective stand.

In addition to what is stated in the SCN, the RI, during the hearing alleged that some 3rd party instigated the Complainant and misguided him to approach this Forum for cancellation of the said policies. The Forum noted that the RI is not having any evidence to prove the aforesaid allegation.

The Forum sought for PIVC call details from the RI. But the RI could not produce the PIVC calls. In the absence of the PIVC calls, the Forum gives benefit of doubt to the Complainant. Hence, the Forum finds that this is a case of mis-sale.

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 decision of the Forum directs the RI to refund the total premiums received under all the three policies with interest @ 8.50%(6.50% bank rate +2% as per Regulation 14 under Policy Holders Interest Regulations 2017) along with bank charges also, from the date of complaint till the date of payment.

Hence the complaint is **Allowed**.

Dated at Bengaluru this 30th Day of July 2018.

(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 MARTIN ROBERT BROWNE V/s SBI LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-041-1718-0650 & 0651

Award No: IO/(BNG)/A/LI/0150 & 0151/2018-19

1	Name & Address of the Complainant	Mr Martin Robert Browne No 13, 12 th Cross, Nisarga Colony Opp Hormavu Main Road, Banaswadi Bangalore-560043 Mob: 7022944608
2	Policy No. Type of Policy Commencement of Policy/ Policy Period/PPT	(1) 1E0 01830 804 (2) 1E0 01838 206 (1) & (2) SBI Life – Saral Pension policy (1) 07.08.2015/10 Yrs (2) 12.08.2015/10 Yrs
3	Name of the Insured/ Proposer Name of the policyholder	Mr Martin Robert Browne
4	Name of the Respondent Insurer	SBI Life Insurance Company Limited
5	Date of Repudiation/Rejection	11.08.2017
6	Reason for Repudiation/Rejection	No option to cancel policy after lapse of freeloop period
7	Date of receipt of Annexure VI A	17.01.2018
8	Nature of complaint	Mis-sale.
9	Amount of claim	₹. 10,00,000/-
10	Date of Partial Settlement	NA
11	Amount of relief sought	₹. 10,00,000/-
12	Complaint registered under Rule no:	13 (1) (c) of Insurance Ombudsman Rules, 2017
13	Date of hearing/place	30.07.2018/Bengaluru
14	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Jigyasa Shreyans, Manager (Ops)
15	Complaint how disposed	Allowed
16	Date of Award	24.08.2018

17. Brief Facts of the Case:

The dispute has arisen on account of rejection of annuity policy cancellation request due to alleged mis-sale of policy other than explained at the time of solicitation by the Banc-assurance

channel. Though the Complainant had represented to the Respondent Insurer (hereinafter referred as RI) about the discrepancy, the RI had regretted the request. Hence, the Complainant has approached this Forum.

18. Cause of Complaint:

a. Complainant's arguments:

The Complainant aged 58, in his complaint stated that the above mentioned policies for a basic sum assured of ₹. 24,60,000/- and ₹. 24,70,000/- , for annual premium of ₹. 2,49,106/- and ₹. 2,50,119/-respectively, were purchased by him on persuasion of Mr Naik, Branch Manager, SBI Hormavu Branch, Bangalore along with his colleagues Mrs K R Hemavathi, Manager Operations and Mr N Ramanathan, Business Development Manager, SBI Bancassurance. They did not explain any other option to select a policy nor provided any hard copies of schemes or terms and conditions of various policies, their duration, amount & duration of premium, maturity benefits etc. to help him choose the right product.

The Complainant, further stated that he had bank account with SBI Hormavu branch and had faith and belief in the officials of SBI, Mr N Ramanathan and Mrs R Hemavathi, who were very nice and courteous to him. He added that during solicitation of the SBI Life Pension policy Mr N Ramanathan explained the benefits of the policy on a plain white paper without giving hardcopy or computer generated illustration.

They clearly and verbally informed him to invest an amount of ₹. 2,50,000/- on each policy only for 5 years. Thereafter he need not pay any amount and at the expiry of 10 years on maturity, he would get a pension of ₹. 3,25,000/- on each policy every year starting from the 11th year onwards. As told by them, he signed the documents with utmost good faith and belief on such experienced personals of SBI.

On receipt of the SBI Life Pension Policy Document in August, 2015, the Complainant was surprised and shocked to know the premium paying term (PPT) was 10 years and he would lose the amount paid on all premiums if the policy was discontinued. He immediately brought it to the notice of Mrs K R Hemavathi, who in turn contacted Mr N Ramanathan. He was informed by them that the contents were standard procedure and he need not worry. The Complainant requested them to amend the PPT to 5 years as he could not afford to pay the premium amount for another 5 years. But, again the Complainant was assured by the above mentioned, trusting them he did not lodge any written complaint. The Complainant also alleged that when the second renewal premiums were due, his investment bond of ₹. 9,00,000/- was forcibly pre-matured without his knowledge or written consent and transferred/adjusted to his SB account and then premium payments were made. After this was noticed, he had given a standing instruction to SBI bank, Hormavu Branch not to pay any premium to SBI Life policy.

The Complainant stated that he had contacted Mr N Ramanathan, who in turn informed him to pay premiums for at least 3 years failing which he would loose ₹. 10,00,000/- already invested. Mr Ramanathan also informed the Complainant that he would receive an amount of ₹. 3,000/- per annum from each policy, if 3 yearly premiums of ₹.15,00,000/- were paid but it would not justify his investment returns. When he told Mr Ramanathan that he would approach grievance redressal forum for non redressal of his grievance, he replied that it was not his problem, on the contrary he asked the Complainant as to why he had not given written complaint to cancel the policy.

The Complainant further stated that he blindly believed SBI officials and was not aware of the rules and regulations. He also stated that he is under heavy loss, suffering from stress that his hard earned money saved for future would be lost. The Complainant requested Ombudsman to look into the case and refund money to his satisfaction.

b. Respondent Insurer's Arguments:

The RI, in their Self Contained Note dated 29.01.2018, submitted that the policies were issued according to the proposal forms submitted by the Complainant. The term of the policy and benefits payable under the policy were clearly mentioned in the policy document issued to the Complainant. If the Complainant was not satisfied with any of the terms and conditions of the policy he had an option to cancel the policy within the stipulated 15 days free look period, which he did not utilise. Hence, there was no deficiency of service.

The RI stated that the Complainant had not produced any evidence whatsoever on record in support of his allegations. A mere statement against the company without substantiation would not stand the scrutiny of law and that the complaint was totally ill-conceived and should be dismissed.

The RI submitted that the Complainant paid the renewal premiums through Electronic Fund Transfer (EFT) debit voucher under both the policies. Thus, it was evident that the terms and conditions of the policies were acceptable to the Complainant. The Complainant is a graduate who signed a proposal form, is totally responsible for the contents contained in the document and he cannot plead ignorance of the same. The RI also stated that they were not privy to what actually transpired between the Complainant and the person who had sourced the policy.

The RI stated that by allowing such complaints would prejudice the interests of the company and sends wrong signals to the community that any person can make an allegation without the burden of proving the same.

It was also submitted that the Complainant had already availed the insurance cover for the period for the premiums paid by him and should there be any unfortunate insured event, the company would have paid the insurance claims. Having availed the service and enjoyed the risk cover, the demand for refund of premium was preposterous. Hence, the complaint filed was not maintainable; refund could not be considered and might be dismissed in limine.

The RI also informed that the policy is in lapsed condition as only two years premiums had been paid. As per Clause-4 non-forfeiture benefit of the policy, the said policies would acquire paid up value if at least 3 full policy years' premiums were paid and as per Clause-6, the policy holder could revive the policy within 2 years from the date of unpaid premiums.

In view of what was submitted above, RI denied all the allegations made in the complaint against the company and that the action of the RI was strictly as per the terms and conditions of the policy. Hence, the RI prayed for dismissal of the complaint.

19. Reason for Registration of complaint:

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

20. The following documents were placed for perusal:

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

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

The issue under consideration is whether pension policy was mis-sold by the Banc-assurance Officials and refusal to cancel the policy by RI is in order.

During the course of personal hearing, both the parties reiterated their earlier submissions.

In addition, Complainant contested that he has never worked in the company that was mentioned in the proposal form. He is only a matriculate and not graduate, a divorcee and not

married as shown in the proposal form. He stated that he signed a blank proposal form on trust of the branch manager.

With regard to renewal premiums the RI clarified vide their letter 11.08.2017 that they had received the renewal premiums through Electronic Fund Transfer-Voucher payment from the bank and that auto debit is not activated for both the policies. Whereas the Complainant stated that his bond was closed and premiums were paid without his knowledge. He further submitted a copy of letter that, he gave standing instructions to bank not to release any bond/FD without prior authorisation.

As the RI could not defend the alleged discrepancies in the proposal form, all the above information documents and facts submitted indeed lead to discrepancies involved in issuance of policy. Considering the age of the Complainant and the amount involved, Forum opines that a benefit of doubt is to be 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 hearing, this Forum directs the RI to refund the premiums received from the Complainant after deducting the mortality charges.

The complaint is ALLOWED.

22. Compliance of Award:

The attention of the Complainant and the Respondent Insurer is hereby invited to Rule 17(6) of the Insurance Ombudsman Rules, 2017, where under the Respondent Insurer shall comply with the award within 30 days of the receipt of the Award and shall intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on the 24th day of August, 2018

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

