

Head Office: 401, 4th Floor, Rustomjee Aspiree, Off Eastern Express Highway, On the IMAX Dome

Theatre Road, Everard Nagar, Sion East, Mumbai -400022 Phone: 022-67284800

September 22, 2018

To,

Mr. Kamlesh Pal

Agent Code: AGD0003436

Near Pant Nagar Police Station, Shastri Nagar,

Galli No. 1, Pant Nagar, Ghatkopar,

Mumbai-400075

Subject: Show Cause Notice

In reference to your appointment dated 26<sup>th</sup> December, 2016 as an Insurance Agent of MAGMA HDI General Insurance Company Limited (hereinafter referred as "the Company") post successful completion of required training and examination in terms of IRDAI's "Appointment of Insurance Agent", Regulations 2016 [erstwhile IRDA (Licensing of Insurance Agents) Regulations, 2000, as amended from time to time and collectively referred as "the Insurance Agency Guidelines"].

In this regard, the Company would specifically like to draw your attention that in terms of the Code of Conduct prescribed under the relevant Insurance Agency Guidelines is binding upon you to adhere to it at all times as an insurance agent of the Company.

It has come to the knowledge of the Company during an enquiry conducted by the officials of the Company that you have collected an amount of Rs. 7.33 lakhs from various customers towards insurance premium between the period March 2018 to June 2018 and same deposited through your own cheques with motive of premium siphoning and subsequently cheques were dishonored due to insufficient funds and cheques not signed.

In addition to the above, it has also been observed that two policy copies for number P0018200002/4103/101763 were issued to Mr. Kailashnath Bhulanram Gupta. Both policies have separate IDVs mentioned. We have enclosed herewith both the policy copies as Annexure '1' for your ready reference.

Neelkanth Corporate Park, 5th Floor, Office No.516 & 517, 2401/1 to 8, Kirol Road, Vidyavihar (West), Mumbai - 400086 Ph: 022-66262000



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Phone: 022-67284800

Thus, clarification is required in the said matter providing the reasons for delay in depositing the amount and the reason of issuing two policy copies with different IDV. This fraudulent act of yours has resulted in breach of code of conduct prescribed in the Insurance Agency Guidelines.

In view of the above, we hereby issue this Show Cause notice and call upon you to submit your explanation to this show cause notice as to why suitable action including but not limited to termination, civil and criminal proceedings should not be initiated against you for the aforementioned fraud for the breach of trust and other acts committed by you within 21 days from the date of receipt of this notice.

In case the Company does not receive any response / clarification, it would be deemed that you have nothing to submit in your defense and unconditionally accepts the allegation made against you.

In this regard,

Kindly address your response / clarification along with documentary proof, if any to **Mr. Jeetendra Sahu**, Enquiry Officer at the following address:

Mr. Jeetendra Sahu

**Enquiry Officer** 

MAGMA HDI General Insurance Company Limited

Neelkanth Corporate Park, 5th Floor, Kirol Road, Vidyavihar (W), Mumbai 400086

Contact Number: 022-66022069

E-mail Id: jeetendra.sahu1@magma-hdi.co.in

Moreover, considering the seriousness of the allegation levied against you, you are suspended to act as insurance agent of the Company with immediate effect pending enquiry and you are strictly advised not to solicit any business for the Company during your suspension.

Your active cooperation is highly solicited in this matter.

Thanking you Munbai

Authorized Signatory

(For MAGMA HDI General Insurance Company Limited)



Date of Issue : 30/11/2017

Place Kolkata

Consolidated Stamp Duty on the issue of General Insurance Policies Paid vide G.O No. 928-F.T, dated 01.06.2017



Parameter is not valid

MAGMA HOUSE, 24 Park Street, Kolkata -700016 se of any query, assistance or claims, please contact us at 1800-3002-3202 COMMERCIAL VEHICLE CLASS (PCV) PACKAGE POLICY CERTIFICATE OF INSURANCE CUM SCHEDULE EASTERN EXPRESS HIGHWAY, SION WADALA LINK ROAD, EVERARD NAGAR, SION EAST, MUMBAI RUSTOMIEE ASPIREE, 401, 4TH FLOOR, 400022 MAHARASHTRA , PH: 67284837 Policy No P0018200002/4103/101763 Mr KAILASHNATH BHULANRAM GUPTA Insured GALLI NO.14, ROOM NO.18, SEVALAL SEVA SANGH, ,SANT Period Of Insurance Address 11:10 Hrs of 30/11/2017 DNYANESHWAR NAGAR, BANDRA EAST MUMBAI To Midnight of 29/11/2018 AGD0003436 TARMUM Agent Contact No.: 9920021515 MAHARASHTRA 400051 Mobile:9819355806 THE GREATER SOMBAY CO-OP BANK LTD Hypothecation with Contact Number 9819355806 GST Number INSURED MOTOR VEHICLE DETAILS AND PREMIUM COMPUTATION egistration Mari & No. & RTA PASSENGER CARRYING VEHICLE SUB Year of Manufacture SEATING CAPACITY Chassis No. Make/Model/Type of Body CAPACITY CLASS BAJAJ AUTO RICKSHAW CNG /RICKSHAW мн 02 EQ 6729 H22051 150 H37544 2017 DV (INSURED'S DECLARED VALUE) Total Value ₹ Electrical/elect Bi-Fuel kit(LPG/CNG) ₹ Other accessories ₹ IDV of Chassis ₹ IDV of Body ₹ on Electrical Accessories Accessories ₹ LIABILITY(B) OWN DAMAGE(A) 2,218.0 1,309.95 Basic - TP 100.00 1,309.95 PA Owner Driver -SI Rs.200000 Sub Total 3,183.00 Legal Liability to Passenger Add: 65.50 Under WC act-Driver/cleaner/employees-IMT 28 50.00 Built in CNG - OD loading - OD 5,551.00 65,50 Sub Total Sub-Total Addition 1,375.00 Add: Total Own Damage Premium(A) 60.00 Built in CNG-TP Loading-TP 60.00 Sub-Total Addition 5,611.00 Total Liability Premium(8) Premium Computation 6.985.00 Total Package Premium(A+B) 629.00 CGST @ 9% 629.00 SGST @ 9% 8.244.00 Disclaimer: The Exclusions in this policy are as specified in the pre inspection report ID:

LIMITATIONS AS TO USE - The Policy covers use only under a permit within the meaning of the Motor Vehicles Act, 1988 or such a carriage falling under Subection 3 of Section 66 of the Motor Vehicle's Act 1988. The Policy does not cover use for a) Organised racing, b) Pace Making, c) Reliability Trials, d) Speed Testing, e) Use whilst drawing a trailer except the towing (other than for eward) of any one disabled Mechanically propelled vehicle (only for Passenger Carrying Vehicles). Persons or classes of persons | Any person including Insured: Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of the accident and that such a person satisfies the requirements of Rule 3 of The Central Motor Vehicles Rules, 1989.

Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of the accident and that such a person satisfies the requirements of Rule 3 of The Central Motor Vehicles Rules, 1989. entitled to drive: Stage carriage/Contract Tarriage/ Private Service ion-transport Vehicles LIMITS OF LIABILITY Under Section I Group Policy Campulsory: Rs. 500/- Voluntary: Rs. 0/- Imposed: Rs. 0/- Total: Rs. 550/- Subject to I.M.T Endorsement Nos. IMT 7,IMT 21,IMT 25,IMT 28,IMT 38 In respect of any one Under accident -- As per Section Motor Vehicle Act II-I (II) A Owner - Driver as Damage to Third Party Property Rs. Under 750000/- In respect of any one Claim or series of claims arising out III: Section per premium emputation table of one event. NOMINATION DETAILS Relationship Percentage Date of Birth of Nominee Age of Nominee Name Of the Nominee MRS GUPTA 14/02/1974 43 WIFE 100

/We hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of chapter X and chapter XI of Premium Collection Details :- [Collection No - ReceiptDate - Amount] : P/200002/18/100149373- 30/11/2017 ,  $\overline{\xi}$  8244 Premium Amount in Word's ( $\overline{\xi}$ ) :- Eight Thousand Two Hundred Forty-Four Only In case of Claims, please contact us at 1800 - 3002 - 3202

segal Insurance Mumbai \*

For Magma HDI General Insurance Co. Ltd.

Page 2/3



## 9819322306

## MAGMA FDI General Insurance Company Ltd.



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In case of any query, assistance or claims, please contact us at 1800-1002-1202
COMMERCIAL VEHICLE CLASS (PCV) PACKAGE POLICY
CERTIFICATE OF INSURANCE CUM SCHEDULE

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