

**PRESIDENT'S SECRETARIAT (PUBLIC)**  
**AIWAN-E-SADR, ISLAMABAD**  
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**Rep. No. 13/FIO/2022**  
**Date of Decision: 26.01.2023**

Dr. Yousaf Abbas Mirza

Vs

M/s Pak Qatar Family Takaful Ltd.

**SUB: REPRESENTATION FILED BY DR. YOUSAF ABBAS MIRZA AGAINST ORDER OF THE FEDERAL INSURANCE OMBUDSMAN DATED 17.11.2022 IN COMPLAINT NO. 1483/2020**

Kindly refer to your representation addressed to the President in the background mentioned below: -

2. This representation has been filed by Dr. Yousaf Abbas Mirza (the Complainant) assailing the order dated 17.11.2022 of the Federal Insurance Ombudsman whereby it has been held as under:-

*“The facts of the case have been viewed on its merits. It is concluded that no mis-selling was involved and no maladministration was proved on the part of the Respondent company in this case. Hence, the complaint under reference is devoid of merit and evidence. With this observation, the complaint is closed as unsubstantiated.”*

3. The complainant had alleged that he maintains a bank account at Faysal Bank Limited, Mall Road Branch, Rawalpindi and it came to his knowledge that Faysal Bank Limited had issued four Takaful policies, one in the name of his wife Mst. Asna Haroon Khan and three in his name without his consent. According to him, Faysal Bank Limited had deducted an amount of Rs. 500,000/- in the year 2016 for the policy allegedly issued to his wife and an amount of Rs. 75,000/- each had also been deducted against the other three policies issued to him from 2016 to 2019. His stance is that the bank in connivance with Pak Qatar Family Takaful Limited (the respondent company) had debited the said amount from his account and credited it to the account of the respondent company unauthorizedly.

4. Feeling aggrieved, the complainant approached the learned Ombudsman who passed the impugned order, hence the instant representation.

5. The hearing of the case has been held on 18.01.2023. Raja Shahzad Javed advocate on behalf of the complainant and Ali Shaikh, Legal Specialist on behalf of the respondent company has attended the hearing.

6. The learned counsel for the complainant has contended that the complainant holds a bank account at Faysal Bank Ltd. Mall Road Branch Rawalpindi (the bank); that the bank had unauthorizedly issued the insurance policies in the name of his wife and in his favour by crediting an amount of Rs. 50,000/- in 2016 to the respondent company, an amount of Rs. 75,000/- against other policies in 2016, an amount of Rs. 75,000/- in 2019, an amount of Rs. 50,000/- in 2013 and an amount of Rs. 75,000/- every year till 2019 were debited from his account without his consent; that the complainant had never approached and requested the respondent company by signing any agreement for obtaining the insurance policies. He has further contended that there exist element of mis-selling of the policies, thus the impugned order is not based on law and facts which deserves to be set aside by accepting the instant representation.

7. Conversely, the representative of the respondent company has contended that the complainant has duly filled in the requisite form for issuance of insurance policies and has appended his signatures therein voluntarily; that the process of call back confirmation (CBC) was also followed by the respondent company and the complainant had the option to cancel the insurance policies within free look period; that the impugned order is based on law and facts warranting no interference. He has finally prayed to reject the instant representation.

8. The respective contentions of the parties have been considered in the light of the material on record.

9. Admittedly, the entire grievance of the complainant revolves against Faysal Bank Limited which had allegedly issued policies by crediting the amount from his account without his knowledge and his consent. The perusal of the representation filed by the complainant corroborates the factum that the grievance of the complainant is primarily against the bank. The relevant portion of the representation affirming it is reproduced as under:-

*“Faysal Bank Limited while in connivance with Pak Qatar Family Takaful debited amount from the complainant and his daughter’s account and credited to the Bank which act of Faysal Bank Limited is totally illegal, unjust unauthorized and breach of fiduciary relation of Faysal Bank Limited with the complainant.”*

10. The complainant ought to have approached the Banking Mohtasib for redressal of his grievance as the acts of omission and commission had allegedly been committed by the Bank in breach of fiduciary relation of Faysal Bank Limited with the complainant. The complaint before the learned Insurance Ombudsman was incompetent and misconceived. Thus, the complaint is being sent directly to the Banking Mohtasib for due process to decide it within 60 days.

11. Accordingly, the Hon’able President has been pleased to dispose of the instant representation in the above terms.

Sd/-  
**(Muhammad Saleem)**  
**Director (Legal-I)**

- 1) Dr. Yousaf Abbas Mirza,  
R/o House No. 3,  
Gillani Street, Aziz Road,  
Lalkurti, **Rawalpindi Cantt.**
- 2) Chief Executive Officer  
M/s Pak Qatar Family Takaful Limited,  
Head Office: 1st Floor, Business Arcade, P.E.C.H.S, Block-6,  
Shahrah-e-Faisal, Karachi.

**Copy to:-**

The Insurance Ombudsman, Insurance Ombudsman’s Secretariat, PRCS Annexe Building, Plot No. 197/5, 2<sup>nd</sup> Floor Dr. Daud Pota Road, Near Cantt. Station, **Karachi.**