



## Legal Disclaimer

The Web Site is maintained by Liberty General Insurance Limited and your use of any part of the Web Site is subject to the Terms and Conditions available herein and all applicable Indian laws.

The materials and content available on the Web Site are provided without warranties of any kind, either express or implied, and Liberty General Insurance Limited. specifically disclaims all warranties, including implied warranties of merchantability or fitness for any purpose. Liberty General Insurance Limited. does not make any representation or warranty about the use, or the results of the use, of the materials and content available on the Web Site in terms of accuracy, veracity, reliability, and authenticity or otherwise. The product information, including the scopes of cover, terms, conditions, exclusions and limitations, available on the Web Site is not intended to be exhaustive and is indicative in nature.

Liberty General Insurance Limited. website is provides link to many websites prepared and maintained by other organizations. Liberty General Insurance Limited. provides these links as a service to the public in general and solely for our users" information and convenience. When users are link to an outside website, they are leaving the Liberty General Insurance Limited. site and are subject to the privacy and security policies of the owners/sponsors of the outside website(s).

- 1) Liberty General Insurance Limited. does not control or guarantee the accuracy, or veracity, relevance, timeliness or completeness of information contained on a linked website.
- 2) Liberty General Insurance Limited. is not responsible for transmissions users receive from linked websites.
- 3) Liberty General Insurance Limited. does not and cannot authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the linked website.
- 4) Liberty General Insurance Limited. does not endorse the organizations sponsoring linked websites and we do not endorse the views they express or the products/services they offer.

You should assume that everything you see or read on the Web Site (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like) is copyrighted/ protected by related intellectual property laws unless otherwise noted and may not be used except as provided in these Terms and Conditions, or in the text on the Web Site, without the prior written permission of Liberty General Insurance Limited . Liberty General Insurance Limited. neither warrants nor represents that your use of materials displayed on the Web Site will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with Liberty General Insurance Limited .



## **Privacy Policy**

We value you as a esteem customer and respect your right to privacy. In the process of operating the Web Site, we may become aware of information relating to you, including information that is of a confidential nature. We are strongly committed to protecting your privacy online and have taken utmost care/steps to protect such information. To aid us in protecting your privacy, you should maintain secrecy of your login ID and password, if any, provided to you in connection with your account with [www.LibertyInsurance.in](http://www.LibertyInsurance.in) Collecting your personal information

Liberty General Insurance Limited. may collect the information you provide when you:

- 1) Request information from Liberty General Insurance Limited's Web site.
- 2) Apply online for products.
- 3) Complete an online form.
- 4) Apply for a job online.
- 5) Use online tools and calculators.
- 6) Subscribe to online services.
- 7) Conduct transactions online.

We will collect contact information such as your name, address, and email address and other required details as given in the registration page of our website. If you purchase a policy from us we will collect financial information such as credit card number and expiration date through the payment gateway of the credit card company or the Internet banking service of your bank. We will store this information for our records and in order to verify accuracy, authenticity of the same. We also collect information such as beneficiary name, address and your relationship to the beneficiary when you buy a policy from us. This is need required to be maintain a record of your beneficiary details for your insurance with us. You authorize us to use such information by group companies for data storage and other purposes and for the said purposes, you authorize transfer of such information to places outside India

## **Use of your personal information**

We will use the information primarily for the following purposes:

- 1) By using this website you authorize us to contact you via email or phone on your contact details provided above and offer you information and services for the product you have opted for.
- 2) To contact you for policy reminder notices, claims processing and to keep you updated on the insurance sector and Liberty General Insurance Limited through our newsletters.
- 3) To send you information about products and services offered by Liberty General Insurance Limited and its Affiliates, to contact you for policy reminder notices, claims processing and to keep you updated on the insurance sector and Liberty General Insurance Limited through our



newsletters. In event you do not wish to receive such information, you may unsubscribe through the facility in the email message you receive.

4) Providing customization: We may use the information provided by you to customize your visit to the Web Site by displaying appropriate content at our judgment and discretion. 5) Allow you to access specific account information

## **Disclosure of Information**

Subject to the other terms contained herein, we will not disclose your information to any third parties or affiliates for their promotional purposes, unless acting under a good faith belief that such action is necessary to:

- Conform to any statutory or legal requirements or comply with legal process or judicial orders
- Protect, enforce and defend our rights or property

We may also use your personal information for the purposes of providing you with any services and service-related activities. In this regard, it may be necessary to disclose your personal information to one or more service providers (eg. Third Party Administrators for Cashless Hospitalization, National Do Not Call Registry for filtering before Call related activities) of Liberty General Insurance Limited providing services linked to Insurance sector to fulfill your requests. We reserve the right to exchange, share or provide the information relating to your personal and financial details and information with other Liberty General Insurance Limited Group Companies or Statutory Bodies as required and you will not hold us and/or any other group companies of Liberty General Insurance Limited Group and their agents liable for use or sharing of the information.

We obtain your permission to post testimonials which may include your personal information prior to posting on this website.

We use service providers to fulfill some of the service requests on this site including live chat, third party administrators for cashless claims and health checkup and motor surveyors for vehicle inspection. We do not share, or sell your personal information to third parties. These service providers are not allowed to use your information for their promotional purposes.

## **Use of Cookies Security**

The security of your personal information is important to us. When you enter sensitive information such as credit card number on our registration or order forms, we encrypt that information using secure socket layer technology (SSL).



We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we do not guarantee its absolute security.

### **Changes in this Privacy Statement**

We reserve the right to modify this privacy statement at any time by posting the same on the Website, so please review it frequently on the Website. If we materially change our privacy practices we will notify you by sending an email or by posting a notice on our web site.

### **Business transitions**

In the event Liberty General Insurance Limited. Ltd. goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred

### **Links to other sites**

The Web Site may contain links to other sites and/or portals on the Internet. While we intend to link only to such sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by such other sites.

Please be aware that websites that have links from our site may collect personally identifiable information about you. This privacy statement does not cover the information and disclosure practices of those web sites. When you leave our site, please read the privacy statements of each and every Web site that collects personally identifiable information.

Contact Us:

If you have any questions or suggestions regarding our privacy policy, please contact us at:

Head- Legal & Compliance

Liberty General Insurance Limited.,

10th Floor, Tower A, Peninsula Business Park,  
Ganpatrao kadam Marg, Lower Parel, Mumbai-  
400 013.

Tel No. +91 22 6700 1313

**Email:** [compliance@LibertyInsurance.in](mailto:compliance@LibertyInsurance.in)



## **Liberty Insurance Limited Privacy Policy**

### **General Terms & Conditions**

#### **TERMS AND CONDITIONS GOVERNING THE USE OF LIBERTY GENERAL INSURANCE LIMITED'S WEB SITE BY VISITORS, CUSTOMERS AND REGISTERED USERS (AS DEFINED HEREIN).**

##### **GENERAL Definitions**

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise: Affiliate of Liberty General Insurance Limited shall mean and include: **Affiliate of Liberty General Insurance Limited & definition**

For the purpose of this definition of Affiliate, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

Advisor means a general insurance agent for Liberty General Insurance Limited. who has passed the regulatory requirements for being an Advisor as prescribed by the Insurance Regulatory and Development Authority

Call Center means the call center set up by Liberty General Insurance Limited to assist Customers of Liberty General Insurance Limited with respect to various transactions and to furnish information etc.

Customer means a Policyholder accessing the Web Site for obtaining information on Liberty General Insurance Limited's general insurance products, including access to all facilities that are or may be provided / offered to the Visitors, Customers and Registered Users from time to time on the Web Site

Customer Password means the password or other means of authentication as Liberty General Insurance Limited may specify from time to time provided to/required to be provided to the Customer, and using which the Customer may authorize transactions which shall include but shall not be limited to downloadable request for proposal and claim forms for various general insurance products that are offered by Liberty General Insurance Limited, etc. Liberty General Insurance Limited may decide to permit other transactions or to discontinue existing transactions from time to time, further details of which shall be provided on the Web Site.



Liberty General Insurance Limited. / We means Liberty General Insurance Limited, a company incorporated under the Companies Act, 1956 and licensed under and in terms of the Insurance Act, 1938 and the Insurance Regulatory and Development Authority Act, 1999 to carry out the business of general insurance and having its registered office at 10th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400 013. The term shall include the successors and/or assigns of Liberty General Insurance Limited.

Policy means the various general insurance policies that Liberty General Insurance Limited. may introduce from time to time.

Policyholder means a person who purchases a Policy from Liberty General Insurance Limited.

Terms or Terms and Conditions means the terms and conditions for use of the Web Site, as specified herein, by Visitors and Customers.

Transaction Password means the password, or other means of authentication as Liberty General Insurance Limited may specify from time to time, that is provided by Liberty General Insurance Limited. to the Customer upon provision of which, the Customer would be able to authorize transactions specified by Liberty General Insurance Limited from time to time, further details of which shall be provided on the Web Site.

Web Site means the portal located at the URL [www.LibertyInsurance.in](http://www.LibertyInsurance.in) You/Your means the Visitor or Customer, as may be applicable.

In this document, all references to the Visitor or Customer in masculine gender shall be deemed to include the feminine gender and singular includes plural and vice versa and the word "includes" should to be construed as "without limitation".

Visitor means any person having access to the Web Site for general information about Liberty General Insurance Limited. and its products and other facilities offered from time to time on the Web Site.

## **Applicability of Terms**

These Terms and Conditions, in so far as they refer to the Visitor and Customer, form the contract and agreement between such Visitor/Customer and Liberty General Insurance Limited. unconditionally.

## **Right to Alter the Services**

Liberty General Insurance Limited. reserves the right to add, amend, revise suspend or cancel in whole or in part any of the services which are, or may become, part of the Web Site, without any prior notice to the Visitors or Customers. Any addition, suspension, revision, amendment, cancellation or suspension shall be effective and binding on the Visitors and Customers. Liberty General Insurance Limited. may introduce new services in relation to the Web Site from time to time. The existence and availability of the new services will be notified on the Web Site as and



when they become available and any revisions in the Terms and Conditions will take place in accordance with these Terms and Conditions.

## **TERMS OF USAGE OF THE SITE WITH REFERENCE TO THE VISITORS**

### **Acceptance of the Terms**

By accessing the Web Site, the Visitor acknowledges and accepts these Terms and Conditions.

### **Consulting Services**

The availability of the information and guidance as part the Web Site does not constitute a recommendation by Liberty General Insurance Limited, to buy any policies etc. discussed therein by Liberty General Insurance Limited or any of their personnel. Any decisions will be based solely on the Visitor's own evaluation of the policies / products of Liberty General Insurance Limited, and his/her need for the same. While adequate care would be taken to ensure completeness, accuracy etc. of the information/services provided, neither Liberty General Insurance Limited nor any of their personnel shall in any circumstance be liable for any loss or damage caused by a Visitor's reliance on information obtained through the Web Site. It is the sole responsibility of the Visitor to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the Web Site and the Visitor should consult his/its own legal counsel, business Advisor and tax Advisor as to the legal, business, tax and related matters concerning any policies with respect to which guidance is sought or given.

### **Representation by User**

The Visitor to the website represents that the Visitor is legally competent to enter into a binding legal contract and agrees to be bound by the terms and conditions of the use. TERMS OF USAGE OF THE SITE WITH REFERENCE TO THE CUSTOMERS

### **Customer Password and Transaction Password**

In the event that Liberty General Insurance Limited. has, or may from time to time, introduce or offer certain services on the Web Site which require authentication procedures, the Customer would be able to access such services by using the Customer ID and the Customer Password. By using the Customer ID and the Customer Password the Customer can authorize the transactions. The Customer may be provided a Transaction Password, which would enable the Customer to carry out such transactions as may be specified from time to time. The Customer would not be able to carry out the transactions without the use of the Transaction Password. The terms governing the Customer ID, Customer Password and Transaction Password are as follows

- 1) Subject to the Terms, Liberty General Insurance Limited shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are part of the Web Site using technology reasonably available to Liberty General Insurance Limited.



- 2) The Customer confirms and agrees that he will be the sole and exclusive owner and is the only authorized user of the Customer ID and the Customer and/or Transaction Passwords and accepts sole responsibility for use, confidentiality and protection of the Customer ID and the Customer and/or Transaction Passwords as well as for all transactions authorized by such password/s and shall ensure that the password/s is/are not revealed to any third party or recorded in any written or electronic form.
  
- 3) Any transaction authorized by using the Customer ID and Customer / Transaction Password is deemed to be that of the Customer and Liberty General Insurance Limited is not responsible for any mistake / error made by the Customer as to the nature of the transaction. If third parties gain access to the services offered through the use of the Customer ID and Customer /Transaction Password, the Customer shall be deemed to be responsible and the Customer hereby indemnifies and holds harmless Liberty General Insurance Limited. against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use. The Customer shall be responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at the Customer's end for accessing and using the Web Site or related services, and for all communications service fees and charges incurred by the Customer in accessing the Web Site or related services. It is the Customer's responsibility to ensure that no unauthorized person has access to its computer unattended whilst accessing the Web Site.
  
- 4) If the Customer forgets /loses the Customer ID or the Customer /Transaction Password, or is otherwise desirous of a change in the said Passwords can request for change of the password by sending a written request to Liberty General Insurance Limited. at the address or notify the indicated telephone number of the Call Centre. On the receipt of such a request Liberty General Insurance Limited. shall discontinue the use of the old Customer and/or Transaction Password(s) and shall generate a new password for the Customer, which shall be communicated to the Customer or require the Customer to procure a fresh means of authentication, details of which will be communicated by the Customer to us. However, the Customer shall be responsible and liable for all transactions that are carried out by the use of the Customer ID or the Customer/ Transaction Password, as the case may be, till the time of discontinuation of the old ID or password.
  
- 5) Liberty General Insurance Limited would be entitled, at its sole discretion, to seek offline written or other confirmation from the Customer of any transaction as it may deem fit.
  
- 6)The Customer shall immediately notify Liberty General Insurance Limited in writing, delivered via e-mail and/or Registered AD, or notify through the indicated telephone number of the Call Centre on the Customer becoming aware of any loss, theft or unauthorized use of the Customer ID and/or Customer /Transaction Password; or any receipt by the Customer of confirmation of





any transaction which the Customer did not authorize; or any inaccurate information in the Customer's account balances, securities positions, or transaction history. Neither Liberty General Insurance Limited nor any of their officers, directors, employees, Advisors, Affiliates or subsidiaries can or will have any responsibility or liability to the Customer or to any other person whose claim may arise through the Customer with respect to any of the circumstances described above. Under no circumstances shall Liberty General Insurance Limited or anyone involved in creating, producing, delivering or managing the services which are part of the Web Site be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the services, or out of any breach of any warranty

7) In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000 or rules made thereunder, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, Liberty General Insurance Limited would have the right to require the Customers to authorize use, operate or otherwise authorize, the transactions by means of digital signatures or other means of authentication as Liberty General Insurance Limited may require and/or discontinue the usage of the Customer Password and the Transaction Password.

Subject to the Terms and Conditions, Liberty General Insurance Limited shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are being provided through the Web Site using technology reasonably available to Liberty General Insurance Limited.

### **Authority to Liberty General Insurance Limited**

The Customer irrevocably and unconditionally authorizes Liberty General Insurance Limited to carry out his instructions, effecting such transactions as may be permitted by Liberty General Insurance Limited from time to time, in accordance with these Terms and such other terms as may be specified by Liberty General Insurance Limited. Certain transactions would be effected only after the Customer authorizes it by using the Customer/Transaction Password and Liberty General Insurance Limited shall have no obligation to verify the authenticity of any such duly authorized transaction.

### **Evidence of Transactions**

In respect of any transactions which may be permitted by Liberty General Insurance Limited from time to time, Liberty General Insurance Limited's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. More particularly, the record of Liberty General Insurance Limited generated by the transaction(s), including the recording of the time of the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions.



## **Terms and Conditions of Use**

The Website is deemed to be in use when it is loaded in temporary or permanent memory of your computer.

### **Restrictions on Use**

You agree to use the Web Site strictly for your personal use. You agree not to use this Web Site for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Web Site in any manner that could compete with the business of Liberty General Insurance Limited or otherwise compromise or imperil the interests of Liberty General Insurance Limited. You acknowledge that the Web Site has been developed, compiled, prepared, revised, selected and arranged by Liberty General Insurance Limited and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of Liberty General Insurance Limited and such others. You agree to protect the proprietary rights of Liberty General Insurance Limited and all others having rights in the Web Site or its content during and after the term of this agreement and to comply with all reasonable written requests made by Liberty General Insurance Limited or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Web Site. You agree to notify Liberty General Insurance Limited in writing promptly upon becoming aware of any unauthorized access or use of the Web Site by any party or of any claim that the Web Site infringes upon any copyright, trademark or other contractual, statutory or common law rights. You may download and retrieve data from the Web Site on your computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk (but not on any server or other storage device connected to a network) for your exclusive personal use only. You further acknowledge that all the intellectual property in the Web Site continues to vest with us. You shall not:

- 1) Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the services or content in violation of the Terms and Conditions or the laws of any country.
- 2) Create a database in electronic or structured manual form by systematically downloading and storing all or any part of the Web Site save and except such information as relates to your Policy, if you are a Customer.
- 3) Rent, lease, sell, sublicense, or lend your access to the Web Site.
- 4) Cache or permit caching by any person.
- 5) Do any act that violates our intellectual property in the Website.
- 6) Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain the password or any private information of any use.



- 7) Use the Web Site to violate the security of any computer network, crack pass words or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.
- 8) Run mail list or any form of auto-responder, or spam on the Web Site or any processes that are run or are activated while you are not logged on.

Although Liberty General Insurance Limited may, from time to time, monitor or review any facilities, if established or otherwise offered at the Web Site for discussions, chats, postings, transmissions, bulletin boards, and the like on the Website, Liberty General Insurance Limited is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Web Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Liberty General Insurance Limited will fully cooperate with any law enforcement authorities or court order requesting or directing Liberty General Insurance Limited to disclose the identity of anyone posting any such information or materials.

### **Access restriction**

We reserve the right to deny to you, at our sole discretion, access to the Web Site, including any portion thereof, without any prior notice.

### **Software Available on the Web Site**

Software or information (if any) that is made available to download from this Web Site ("Software") is the copyrighted work of Liberty General Insurance Limited and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included in the Software. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

### **Intellectual Property**

You are authorized to access this Web Site in accordance with these terms and conditions, and for no other purpose. Please note that the services and content on the Web Site, including but not limited to text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, Liberty General Insurance Limited and/or by Liberty General Insurance Limited's suppliers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries. The trademarks, logos, slogans and service marks (collectively the "Trademarks")



displayed on the Web Site, are registered and unregistered Trademarks of Liberty General Insurance Limited and others. Nothing contained on the Web Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Web Site without the written permission of Liberty General Insurance Limited or such third party that may own the Trademarks displayed on the Web Site. Your misuse of the Trademarks displayed on the Web Site, or any other content on the Web Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Liberty General Insurance Limited will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. We shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to us, to protect our interests therein.

## **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless Liberty General Insurance Limited, its directors and employees, representatives, suppliers and Advisors, against any claim, suit, action or other proceeding brought against Liberty General Insurance Limited, its directors and employees, representatives, suppliers and as by a third party, to the extent that such claim, suit, action or other proceeding brought against Liberty General Insurance Limited, its directors and employees, representatives, suppliers and Advisors is based on or arises in connection with the use of this Web Site, or any links therein, including, but not limited to :

- 1) Your use or someone else's use of your access to the Web Site.
- 2) Your use/operation or someone using/operating or conducting any transactions, where applicable
- 3) A violation of the terms and conditions contained herein by you or anyone using your or any other computer
- 4) A claim that any use of the Web Site by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party
- 5) Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Web Site by you or someone using your computer
- 6) Any misrepresentation or breach of representation or warranty contained herein made by you or Any breach of any covenant or agreement to be performed by you hereunder.

You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. You authorize Liberty General Insurance Limited at its sole option to recover the amount of indemnities either fully or partly from any amount payable to us or to any of our director or Group Company.



## **Disclaimer of Warranties**

You expressly agree that use of the Web Site is at your sole risk. The Web Site is provided on an "as is" and "as available" basis.

We expressly disclaim all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy & completeness, and any warranties relating to non-infringement. If you are dissatisfied with any portion of this Web Site or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Web Site.

## **Use of "cookie" file features**

Liberty General Insurance Limited reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Web Site to reflect users' preferences.

## **Limitation of liability**

Under no circumstances, including but not limited to negligence, shall Liberty General Insurance Limited, its employees and directors, its suppliers and its third party Advisors be liable to you for any direct, indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Web Site, with the delay or inability to use this Web Site or any links or items on the Web Site, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this Web Site, or otherwise arising out of the use of this Web Site. or obtained or messages received or transactions entered into through or from the Web Site or resulting from unauthorized access to or alteration of your transmissions or data, even if we have been advised of the possibility of such damages.

In no event shall our liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you, if any, for accessing the Web Site.

## **Modification of these Terms and Conditions**

Liberty General Insurance Limited has the absolute discretion to amend or supplement any of these Terms at any time and will endeavor to give prior notice of five days for such changes wherever feasible. The modifications to the Terms shall be displayed on the Web Site. On and



from the date on which the amendment or supplement is notified by display on the Web Site, the Customer shall, by virtue of these Terms and without any further act, deed or writing on the part of any party, be deemed to have accepted the changed terms and conditions by his further use/access or visit to the Web Site.

### **Severability**

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect.

### **Notices**

- 1) Notices under these Terms may be given by Liberty General Insurance Limited and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of Liberty General Insurance Limited to the address mentioned on the Web Site.
- 2) In addition, Liberty General Insurance Limited may also publish notices of general nature, which are applicable to all Visitors or Customers in a newspaper or on its Web Site. Such notices will have the same effect as a notice served individually to each Visitor or Customer.
- 3) In the case of hand delivery, cable, telex, facsimile notices or electronic communication notices or instructions will be deemed served 7 days after posting or upon receipt as the case may be. Documents, which may be sent by electronic communication between the parties, may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Web Site. Liberty General Insurance Limited shall be deemed to have fulfilled any legal obligation to deliver to the Customer if any such document is sent via electronic delivery. Any instructions received from the Customer/Visitor by means of electronic delivery or by facsimile would be deemed to have been sent on paper.

### **Foreign Jurisdiction**

- 1) Liberty General Insurance Limited accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Web Site can be accessed by a Visitor or a Customer in a country other than India would not mean that the laws of the said country would govern these Terms and/or the Web Site operations of the Customer and/or the use of the Web Site by the Visitor or the Customer.
- 2) The services available on the Web Site are being offered only to residents of India. Provided however, that such services are not available to foreign residents including non-resident Indians ("NRI's") in foreign jurisdictions where the services cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents including NRIs in foreign



jurisdictions to verify whether the services available on the Web Site can be accessed and utilized in their respective jurisdictions. The services which are part of the Web Site do not constitute an offer to sell or a solicitation of an offer to buy any policies/products to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

## **Miscellaneous**

- 1) You agree that no joint venture, partnership, employment, or agency relationship exists between us as a result of these Terms and Conditions or use of this Web Site.
- 2) Liberty General Insurance Limited's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Liberty General Insurance Limited's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Web Site or information provided to gathered by Liberty General Insurance Limited with respect of such use.
- 3) You acknowledge that any rights not expressly granted herein are reserved.
- 4) These Terms and Conditions constitute the entire agreement between us with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us with respect to this Web Site.
- 5) The clause headings in these Terms and Conditions are for only for convenience and do not affect the meaning of the relative term.
- 6) Liberty General Insurance Limited may sub-contract and employ Advisors to carry out any of its obligations under these Terms and Conditions. Liberty General Insurance Limited may transfer or assign its rights and obligations under this contract to any Affiliate.
- 7) Liberty General Insurance Limited shall try and ensure that all information that is provided on the Web Site with respect to policies / products are accurate in all respects and are kept up to date. However, Liberty General Insurance Limited does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same and the Visitor/Customer is required to check the accuracy of the same with the office of Liberty General Insurance Limited.
- 8) All transactions, which cannot be carried out instantaneously, would be carried out during working hours either on the same day or on the next working day or such further period as may be determined and/or specified by Liberty General Insurance Limited depending upon the time of logging of the transaction
- 9) All transactions that are carried out by and on behalf of the Customer shall be subject to Government notifications, the rules, regulations and guidelines issued by the Insurance Regulatory and Development Authority and other regulatory authorities governing the offer of any service on the Web Site or the services being offered under the WebSite.



10) Liberty General Insurance Limited may from time to time send by e-mail or otherwise, information relating to products and services offered by its Affiliates, general information related to financial and other services, life and general insurance products.

### **Privacy Policy**

In the process of using this Website, the Privacy Policy as set forth in the website [www.LibertyInsurance.in](http://www.LibertyInsurance.in) shall be applicable.

### **Contact**

If you have any questions you may contact us at [compliance@LibertyInsurance.in](mailto:compliance@LibertyInsurance.in)

IT IS HIGHLY RECOMMENDED THAT YOU GO THROUGH THE TERMS & CONDITIONS BEFORE

- A. YOU PROCEED BUYING ANY SERVICES THROUGH WEBSITE
- B. DOWNLOAD THE CLAIMS FORMS AND THE TERMS & CONDITIONS BEFORE YOU DOWNLOAD THE PROPOSAL FORMS