

Terms of Use

(Last Modified December 23, 2021)

In the Terms of Use (ToU) of Clarion Insurance Broking Services Pvt Ltd its subsidiaries; herein after referred to as "Clarion Broker". This General Terms and Conditions for Clarion Brokers ("Privacy Statement") details the company's policies with respect to the handling of customer transactions. All transaction requests submitted by ("You") or otherwise collected by Clarion Broker either via the company's website or through mobile application in the course of providing services to Clarion Broker's customers. Clarion Broker will follow the general ToU laid out here in this Statement.

Customer Due Diligence requirements (CDD)

You agree and acknowledge that for undertaking any financial transaction through the website, Our Company may undertake client/customer due diligence measures and seek mandatory information required for KYC purpose which as a customer You are obliged to give, while facilitating Your request of insurance requirements with the insurance company(ies), in accordance with applicable PMLA laws and rules. Where required, You hereby consent to and authorize Our Company to obtain Your credit information through authorized entities. Our Company may obtain sufficient information to establish, to its satisfaction or the insurance company, the identity of each new customer, and the purpose of the intended nature of insurance relationship between You and the insurance company(ies). You agree and understand that You shall ensure that any payment towards insurance premium is remitted only through Your bank account or from a joint bank account in which You are a joint holder. In the event, payment towards insurance premium is remitted through a bank account opened in the name of a third party(i.e. not being in Your name), You agree and acknowledge that Our Company can undertake enhanced due diligence measures(including any documentation), to satisfy itself relating to customer due diligence requirements. You further agree and acknowledge that, in line with the requirements and obligations under the PMLA Act and rules, all refunds shall be processed by the insurance company(ies) through us to the bank account which was used to remit payment of insurance pre

License Disclaimer

Nothing on any Clarion Broker website/mobile app shall be construed as conferring any license under any of Clarion Broker's or any third party's intellectual property rights, whether by estoppel, implication, or otherwise.

Local Laws

Clarion Broker controls and operates this Website from its headquarters in Ahmedabad, Gujarat, India and makes no representation that the materials on the website are appropriate or available for use in other locations. If You use this Website from other locations, You are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional materials found on this Website are solely directed to individuals, companies or other entities located in India and comply with the laws prevailing for the time being in force in India. Disputes if any shall be subject to the exclusive jurisdiction of Courts at Ahmedabad, Gujarat.

Limitation of Liability

You expressly understand and agree that Clarion Broker and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to You for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Clarion Broker has been advised of the possibility of such damages), resulting from use of the site, content or any related services. If, despite the limitation above, Clarion Broker or its Affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Clarion Broker and /or Its Affiliates will in no event exceed, in the aggregate, the greater of (a) the service fees You paid to Clarion Broker in connection with such transaction(s) on this Site, or (b) Rupees One Hundred only (INR 100) The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Clarion Broker, Its affiliates, and/or their respective service providers.

Indemnity

You agree to indemnify and hold Clarion Broker (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to Your breach of this TOU, Your violation of any law or the rights of a third party, or Your use of the Site.

Electronic Communication

When You use the Site or send emails to Clarion Broker, You are communicating with Clarion Broker electronically. You consent to receive communications from Clarion Broker electronically. Clarion Broker may communicate with You by email or by posting notices on the Site or by phone or usually available means of communication. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

Site-Provided Email and Postings

The Site may provide users with the ability to send email messages to other users and non-users and to post messages on the Site. Clarion Broker is under no obligation to review any messages, information or content ("Postings") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Clarion Broker may from time to time monitor the Postings on the Site and may decline to accept and/or remove any email or Postings. You understand and agree that You shall not to use any functionality provided by the Site to post content or initiate communications that contain: (i) Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law; (ii) Advertisements or solicitations of any kind; (iii) Impersonate others or provide any kind of false information; (iv) Personal information such as messages which state phone numbers, account numbers, addresses, or employer references.; (v) Messages by non-spokesperson employees of Clarion Broker purporting to speak on behalf of Clarion Broker or containing confidential information or expressing opinions concerning Clarion Broker; (vi) Messages that offer unauthorized downloads of any copyrighted or private information; (vii) Multiple messages placed within individual folders by the same user restating the same point; (viii) Chain letters of any kind; or (ix) Identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message. This prohibition includes but is not limited to a) Using Clarion Broker to send messages to people who don't know You or who are unlikely to recognize You as a known contact; b) Using Clarion Broker to connect to people who don't know You and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.

Links

The Site or third parties may provide links to other World Wide Web sites or resources. Because Clarion Broker has no control over such sites and resources, You acknowledge and agree that Clarion Broker is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Clarion Broker shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

Modification and Notification of Changes

Clarion Broker reserves the right to make changes to the Site, related policies and agreements, this TOU and the Privacy Policy at any time. If Clarion Broker makes a material modification to this TOU, it may notify You by: (i) displaying a prominent announcement above the text of this TOU or the Privacy Policy, as appropriate, for thirty (30) days, being deemed sufficient notification, of such changes. After notice of a modification to the TOU or the Privacy Policy has been posted for 30 days, the notice will be removed. If You have not used the Site for more than 30 days, You should check the TOU and/or Privacy Policy prior to any further use of the Site. Should You wish to terminate Your account due to a modification to the TOU or the Privacy Policy, You may do so by sending an email with the subject line "Termination" to the following email address: care@policybazaar.com. If You choose to continue using the Site, You agree that by doing so You will be deemed to accept the new TOU or Privacy Policy, as relevant.

Trademarks

The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Clarion Broker /its parent company and other associated parties and service providers. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Clarion Broker or such third party which may own the Marks. All information and content including any software programs available on or through the Site ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

Survival of Terms After Agreement Ends

Notwithstanding any other provisions of this TOU, or any general legal principles to the contrary, any provision of this TOU that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOU.

Others

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section. This TOU and the relationship between You and Clarion Broker will be governed by the laws of the India without regard to its conflict of law provisions. You and Clarion Broker agree to submit to the personal jurisdiction of the courts located in Gurgaon jurisdiction with respect to any legal proceedings that may arise in connection with this TOU. The failure of Clarion Broker to act

with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches. Clarion Broker does not guarantee it will take action against all breaches of this TOU. Except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this TOU. This TOU constitutes the entire agreement between You and Clarion Broker and governs Your use of the Site, superseding any prior agreements between You and Clarion Broker with respect to the Site.

I do hereby give my free consent and authorize Clarion Broker Insurance Brokers Private Limited by providing my personal information to obtain my Credit Information Report, Credit Score along with income estimator from Credit Information company and also share it with the selected insurance company for purchase of insurance policy and not for any other purposes as provided in this consent letter. I also acknowledge that I shall not raise any claim or hold liable any Credit Information company tied up with Clarion Broker in relation to my Credit Information Report, Credit Score along with income estimator provided or to be provided by Credit Information company to Clarion Broker and the selected insurance company with which it is shared.