



Garuda Insurance Broker Private Limited - Terms and Conditions

1. INTRODUCTION

a. Welcome to <https://garudainsure.com/> website (the "Site") operated by Garuda Insurance Broker Private Limited (herein after referred to as Garuda Insurance) to provides an easy way to buy Insurance products from multiple Insurance Companies¹.

b. Garuda Insurance Broker Private Limited is not an insurance company but is a licensed Insurance Broking Company holding a Broking licence from The Insurance Regulatory and Development Authority. The IRDA Direct Broker Code No IRDA/DB1155/2024 REG No. 614.

2. ACCEPTANCE OF THE TERMS

a. By accessing the Website, the Visitor acknowledges and accepts these Terms and Conditions⁴.

3. REPRESENTATION BY USER.

a. 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. Further User represents that any information provided by it will always be accurate, correct, and up to date.

b. Garuda Insurance provides its services to you subject to certain terms and conditions as hereinafter mentioned. Before you use the portal, you must read and accept all of the terms and conditions in this Terms of Use (To U) and the Privacy Policy. Use of any functionality of the portal constitutes acceptance of this To U. If this To U conflicts with any other documents, the To U will control for the purposes of usage of the Portal / site. If you do not agree to be bound by this To U and the Privacy Policy, you may not use the portal in any way. Be sure to return to this page periodically to review the most current version of the To U.

c. Any third-party link or contents which appear on the website of the Garuda Insurance pertaining to online sale of insurance is not under the direct control of the Garuda Insurance. In addition, these sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to Site, is subject to that website's own terms and policies. Garuda Insurance does not warrant or guarantee the timelines, accuracy or completeness of the website information or quality of the results obtained from the use of the website.

d. If you are in doubt regarding a product or its terms you should seek further advice from Garuda Insurance or the relevant service provider before choosing your product.

e. Garuda Insurance has the discretion to update the Terms and Conditions and alter the same at any time without any notice and your continued access or use of this Portal / site signifies your acceptance of the updated or modified. Garuda Insurance advise its users to frequently check this page for updating regarding any changes. User acknowledges and agrees that it is its responsibility to review the same periodically and become aware of modifications²⁰.

f. By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

g. User agree and understands that the Garuda Insurance assists in collecting the premium deposit on behalf of the insurer you have chosen to buy the policy. The acceptance of the deposit as premium and final issuance of the policy is subject to the underwriting norms and discretion of the insurance company whose policy you have chosen to buy. It is made clear that Garuda Insurance has no control over it.

h. Further, by using this Site, you signify your acceptance of this policy along with terms and conditions mentioned in our Privacy Policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

i. You hereby authorize Garuda Insurance and its representatives to communicate with you on the given number for your insurance needs. Further you are made aware that this authorization will override your registration, if any, under NDNC²⁹. In other words, you are authorising Garuda Insurance to override the DND settings to reach out to you over calls, SMS, emails and any other mode of communication.

4. ADDITIONAL TERMS AND CONDITIONS:

a. You agree that any information provided by you will always be accurate, correct, and up to date.

b. You are responsible to maintain secrecy of your login ID and password, if any, provided to you in relation to your policy by the respective Insurance Company that you have chosen to buy the product from. Accordingly, you are responsible for all activities that occur under your account/s.

c. You understand and agree that issuance of policy and receipt of premium does not entitles you for any policy related claim as processing of claim is subject to completion of KYC and submission of documents to respective Insurance Company that you have chosen to buy the product from and its verification thereof.

- d. You understand that any activity on your part that disrupts or interferes with our servers, networks or data is illegal and strictly prohibited.
- e. You understand that any attempt to copy, duplicate, reproduce or sell/ resell our information, products, services and tools we provide you is strictly prohibited.
- f. You agree to indemnify and hold harmless Garuda Insurance Broker Private Limited and its directors, officers, managers, employees, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of terms and conditions or due to any unauthorized activities conducted by you and you shall be liable for civil or criminal liability as the case may be.
- g. You agree that while using open communication tools provided on our website such as blog comments, blog posts etc. you will use these tools in a responsible and ethical manner. You agree that you will not upload share any content that is defamatory, fraudulent, deceptive, racist, infringes on any trade mark, patent, trade secret, copy right or any right of the third party and should not impersonate any person or entity including Garuda Insurance Broker employees or representatives.
- h. 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 Website.
- i. You agree that the approval or rejection of Insurance Claim is subject to terms and conditions/ policies of the concerned Insurance Company and Garuda Insurance Broker Private Limited has no role or concern with it. It is made clear that Garuda Insurance Broker Private Limited is only an Insurance Broker and, on your asking, can only assist you with any insurance claim only to the extent of liaising with the insurance company.
- j. You agree that Garuda Insurance Broker Private Limited shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- k. You agree that any third party offer availed by you as a user shall be at your own risk and responsibility. Garuda Insurance Broker Private Limited shall not be liable for any payment obligation in relation to such third party offer which shall be user's / your responsibility.

5. PRIVACY

- a. Your privacy is very important to us for which we have created a separate.

6. PRIVACY POLICY.

a. As such in the process of using this Website, the Privacy Policy as set forth in our Website shall be applicable. Our Privacy Policy is included under the scope of the present agreement/terms and conditions.

7. DISCLAIMER OF WARRANTIES

a. You expressly agree that use of the Website is at your sole risk. The Website is provided on an "as is" and "as available" basis. Unless otherwise expressed, Garuda Insurance Broker Private Limited expressly disclaims all warranties and conditions of any kind whether express or implied including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and noninfringement.

i. This means that we do not represent or warrant to you that:

1. The use of our Resources will meet your needs or requirements.
2. The use of our Resources will be uninterrupted, timely, secure or free from errors.
3. The information obtained by using our Resources will be accurate or reliable, and any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

ii. Further, you understand and agree that:

1. We shall not incur any liability direct or indirect, to you or any third party, as a consequence of nonfunctioning of any equipment belonging to you, any third party or us. We shall not be responsible for any downtime of such equipment.

a. We will not be liable for any virus that may enter your system as a result of you using the website. We make no guarantees to you or third parties that the content contained on the Website would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of your use of the Website.

b. We make no warranty regarding the transactions entered into through the Website. No advice or information, whether oral or written, obtained by you from or through the website or any person shall create any warranty not expressly stated herein.

c. We shall not be liable for any action taken by you based on or relying on the information provided in or by the Website.

d. We do not assume any liability for any content posted by you or any other 3rd party users of our website⁶³.

e. If you are dissatisfied with any portion of this website or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Website.

8. LIMITATION OF LIABILITY

a. In concurrence with the Limitation of Warranties as explained above, you expressly understand and agree that under no circumstances, including but not limited to negligence, shall Garuda Insurance Broker Private 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 Website, with the delay or inability to use this website or any links or items on the Website, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise, or for cost of procurement of substitute goods and repair & correction services or resulting from the use of this Website or obtained or messages received or transactions entered into through or from the Website 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.

9. SEVERABILITY

a. If any part of these Terms and Conditions is 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.

10. INTELLECTUAL PROPERTY

a. We grant you the right to access this Website in accordance with these terms and conditions, and for no other purpose. All contents and materials available on our website including but not limited to website name, code, images, logos, video, audio and graphics are the intellectual property of Garuda Insurance Broker Private Limited and are protected by applicable copyright and trade mark law⁶⁹. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited unless specifically authorized by Garuda Insurance Broker Private Limited⁷⁰.

11. TERMINATION OF USE

a. In case of breach of this Agreement, you agree that we may at our sole discretion suspend or terminate your access to all or part of our website with or without notice. Any suspected illegal,



fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to law enforcement agencies for proper action thereof. The termination may result in removal or deletion of any information that you have shared with us including any account or login information.

12. GOVERNING LAW

a. The website is owned and controlled by Garuda Insurance Broker Private Limited. It can be accessed by most countries around the world. You agree that the statutes and applicable laws of

Haryana (India) without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods will apply to all matters relating to the use of this website and the purchase of any products or services through this site. The courts of competent jurisdiction at

Gurgaon shall have the jurisdiction to entertain and try dispute, if any and you hereby agree to jurisdiction of such courts and waive any jurisdictional, venue or inconvenient forum objections to such courts.

13. CONTACT

a. If you have any questions, you may contact us at Corporate Office at:

Garuda Insurance Broker Private Limited CIN: U66000HR2016PTC066842 Registered Office - 731P, Sector 31, Gurugram, Haryana 122001 2nd Floor, J R Tower, SCO-19, Above PNB Bank, Sector-31, Near NH-8, Jharsa Chowk, Gurgaon, Haryana 122001.