

Terms of Use

About ADFPOLICY

The Company is registered as Insurance Web Aggregator with the IRDAI (Insurance Regulatory & Development Authority of India). The Company owns, develops, manages and operates the website i.e. www.adfpolicy.com. The Company provides opportunity to the User (as defined below) to access and avail the various insurance products (offered by various Insurers) on the Website, and By clicking "I agree" the user confirms that's he/she has carefully read the terms and conditions, Privacy policy and disclaimer and accept to abide by the same, and any amendments thereof from time to time, In case, the User disagrees or if any of the Terms and Conditions, Privacy Policy and disclaimers is not acceptable to the User, the User is free to not register and avail the service from the Website.

The User unconditionally agrees that browsing the Website signifies their unconditional assent to this Terms and Conditions & Privacy Policy.

In the event of any inconsistency between the Terms and Conditions and the Privacy Policy, the provisions under the Terms and Conditions shall supersede the terms of the Privacy Policy. Any User of the Website is deemed to have agreed to the Terms and Conditions and entered into a legally binding contract with the Company.

Agreement

These Terms and Conditions read together with the Privacy Policy of this Website shall constitute a legally binding agreement between User and the Company regarding availing the insurance product through the Website.

"User" or "You" (as defined below) access or avail this Website of the Company for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the Website of the Company.

Eligibility

User hereby represent and warrants to the Company that User is at least eighteen (18) years of age or above and is capable of entering, performing and adhering to these Terms and Conditions and that the User agrees to be bound by the following Terms and Conditions. While individuals under the age of 18 may utilize the service of the Website, they shall do so only with the involvement and guidance of their parents and / or legal guardians, under such parent /legal guardian's registered account.

In case of a corporation, trust, association of persons or a firm, User must be authorised to agree to the Terms and Conditions and to access, use and avail of the Website. If User do not qualify, please do not access or use the Website.

Definitions

1. "User" means any person who access the Website and includes a person who avails any of services or facilities offered through the or Website.
2. "Website" means the website hosted as 'www.adfpolicy.com' which is owned, developed, managed and operated by the Company.
3. "Laws" means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental authority having jurisdiction over the relevant matter as such which are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.
4. "Privacy Policy" means the privacy policy published on the Website.
5. "Terms and Conditions" shall mean these terms and conditions set out herein regarding the use of the Website by the User for availing the various insurance products offered by insurers.

Key Terms

By accessing the Website or by submitting the relevant details (including but not limited to contact details, vehicle details and other personal details) and/ or accepting these terms and conditions, User authorise the Company , its "Partners" (which includes but not limited to insurance companies, service providers of insurance companies and service providers of the Company) to "Contact" you for verifying your details, offering support and information on suitable products, assisting in closing a sale or sharing related information, promotional messages, renewal reminders, claim assistance etc.

1. User authorise ADFPOLICY and its Partners to "Contact" you even if you are registered with National Do Not Call (NDNC), Do Not Disturb (DND) or Do Not Call (DNC) databases.
2. The "Contact" may happen including without limitation over phone, SMS, email or any other medium of communication.
3. User confirms that all details provided by him / her are true and correct and he / she will produce any documents / undertaking as may be required by the Company or its Partners for verification.
4. User agrees to notify any updations to the details provided to the Company and its Partners, immediately upon any change.
5. User understands that Website is primarily intended for the use by persons resident in India. Any use/access of the Website by any person, who is not resident of India, shall bear his/her sole responsibility including agreeing to the use/access of Website and determining whether such use / access of the Website constitute any breach under any applicable laws of India and his / her country of residence. Such User will be solely and absolutely liable for any liability incurred by the Company and/or its Partners Group Companies in this regard and keep the Company and/ or its Group Companies indemnified against any such liability.
6. User agrees to keep his log-in credentials confidential, safe and secured. Any loss or damage incurred by the User due to unauthorised usage of his/ her ID/password shall be borne by the User and the Company and/ or its Group Companies shall not be responsible in any way.
7. User agrees that the Company may collect Personal Information of the User (as defined under Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) and the Company may use such information for suggesting various insurance products to the User.
8. User agrees that the Company reserve the right to modify these Terms and Conditions, at any time without any prior intimation and it is the User's responsibility to always review the Terms and Conditions on a regular basis and prior to carrying out any transactions through the Website. The revised, modified or amended Terms and Conditions will be posted on the Website and by accessing and continuing to use the Website after such revision, modification or amendment is posted, the User is deemed to have consented to such revised version of the Terms and Conditions.
9. User confirms that he/she has neither received nor has been induced by any rebate or discount or any other inducement, directly or indirectly, in buying a particular insurance product through the Website.

Disclaimers

1. The Website is not intended to provide any tax, legal, or investment advice, and nothing on the Website should be construed as a recommendation, by the Company, to assist the User's decision in relation thereto. User should consult his / her advisor before taking any decision.
2. User is solely responsible for determining whether any product or service offered through the Website, is appropriate or suitable for User based on factors subjective to the User including investment objectives, personal and financial situation. User confirms that he / she has requisite knowledge and experience to understand the risks involved in transacting any product offered through the Website. Access and use of the Website is entirely at User's own risk.

3. All search results that may be displayed by or on the Website are automated and cannot be screened. The Website does not limit, favour or restrict any of the products, available on its Website, while performing search, filter or sort options and should not be considered as Website opinion/recommendation/advise to purchase or not to purchase. Accordingly, the Company assumes no responsibility for the accuracy or otherwise of any search results or of the content of any website included in the search results. It is solely up to the User to decide to select or reject any product, ultimate decision to buy and/ or apply for any product is at the sole and complete discretion of the user. Website shows most relevant results based on the User's search query.
4. The information and views contained herein are based on information available and believed to be correct to the best of knowledge. Although due care has been exercised to verify the accuracy of the information, the Company assume no responsibility for the accuracy or for any loss arising out of any information contained herein. This is neither a solicitation to purchase any product nor to avail of a particular service.
5. The information and the contents on the Website are provided "as is," basis, unless otherwise specified, without any representation or warranty/guarantee of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose or completeness. Specifically, the Company doesn't provide any warranties or guarantees including, but not limited to the following:
 - (i) Any warranties concerning the availability, accuracy, usefulness, correctness, currency or completeness of information, products or services available on the Website.
 - (ii) Any warranties of title, non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the Laws applicable to the Terms and Conditions.
 - (iii) The Company provides third-party links and these third-party links may not necessarily be screened or reviewed by the Company and hence, the Company do not, in any way, sponsor, certify or warrant the performance, operation, content or availability of such third-party links.
 - (iv) Links from the Website or clicking on certain portions or links within the Website might take User to other websites or apps without any prior intimation or indication of doing or having done so.
 - (v) Although the Company adopt security measures, which it considers appropriate for the Website, however, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access of the User ID or password or unauthorised transactions conducted by using the Website. The Company shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website, or User accounts and that User shall be liable and responsible for the same.
 - (vi) This disclaimer of liability applies also to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action.
 - (vii) User acknowledges that any warranty that is provided in connection with any of the products described on the Website are provided solely by the Insurer, and not by the Company. The Company operates and offers the Website strictly on a no-liability basis and the Company shall not be liable to User or any other third party for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or other Law or theory arising out of or in connection with the Website, products.
 - (viii) Under no circumstances shall, the Company be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based

on loss of revenue, insurance, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by User or any other person.

- (ix) A possibility exists that the Website could include inaccuracies or errors. In such events the User is encouraged to please inform the Company in writing so that necessary corrections/ updates can be done.

You shall agree to all the terms and conditions, disclaimers clauses and be liable to Copyright Owners of the hyperlinks appearing in the Website which is independent in itself and not connected. User shall further indemnify and keep indemnified ADFPOLICY, its employees, directors, representatives and keep them harmless from any dispute(s) that may arise due to a violation/breach (s) of the Terms and Conditions of such hyper link(s) by User.

Proprietary and Intellectual Property Rights

The Company is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website and is the copyright owner or licensee of the content and/or information on the Website including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website. All rights on the Website are reserved and you may not download and/or save a copy of the Website or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of the Company (except as otherwise provided on the Website or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits the Company or the insurers. However, you may print a copy of the information on this Website for your personal use or records. This Website is for your personal use. If you make other use of this Website, except as otherwise provided above, you may violate copyright and other laws of India and other countries and may be subject to penalties. The Company and the insurer do not grant any license or other authorization to the User of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

User Communications

By downloading/accessing the Website, providing the relevant details, and accepting these Terms and Conditions, implies that User has provided express consent to be contacted by the Company and insurer (even though User may be in "National Do Not Call Registry") at the contact number, or electronic address provided by User while registering on the Website or applying for any insurance product through Website. User further agrees to being contacted in any manner, including without limitation, SMS (including text messages), calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialling system or an automatic texting system, and notifications sent via the Website. Automated messages may be left on the answering machine or voice mail. In case, User does not wish to be contacted by the Company and insurer, User may tick the appropriate option while filing in the details for registration/signing-up or by making changes in the settings of the account after signing-up at any point of time. However, if the User choose not to be contacted the information provided by the User may still be stored in the database of the Company and insurer.

Prohibited Activities

User shall not –

1. Restrict or inhibit any other person from accessing, using and enjoying the Website;
2. Use the Website for any purpose that is unlawful in any jurisdiction or not permitted by the Terms and Conditions; modify, copy, distribute, transmit, display, perform, publish, licence, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, facilities, products or services obtained on or through the Website, except as permitted by the copyright owner or other right holder thereof;
3. Post, transmit and receive any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind including, without limitation, any information or statement constituting or

encouraging conduct that would constitute sedition, a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other Law;

4. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by the Company) or engage in spamming or flooding;
5. Post, transmit any spam mails, information or software which contains a virus, Trojan horse, worm or other harmful component;
6. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained from or through the Website for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
7. Upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained on or through the Website which is protected by copyright or other proprietary right, or derivative works with respect thereto, except as permitted by the copyright owner or other right holder thereof;
8. Attempt to decompile or reverse engineer any of the software available on the Website. User will not make any attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if User becomes aware of any shortcoming in the security on the Website User shall forthwith inform the Company of the same in writing.
9. If the Website contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), User agrees to use the Forums only to send and receive messages and material that are proper and related to the Forum.
10. User shall use any software provided on, by or through the Website only for the purposes for which it has been provided to User and for no other purpose.
11. You shall not host, display, upload, modify, publish, transmit, update or share any information on the Website, that:
 - (i) belongs to another person and to which you do not have any right to;
 - (ii) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (iii) harm minors in any way;
 - (iv) infringes any patent, trademark, copyright or other proprietary rights;
 - (v) violates any law for the time being in force;
 - (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (vii) impersonate another person;
 - (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (ix) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

Promotional Alerts

ADFPOLICY may send Alerts to its users with respect to the deals, services and other facilities available on the Website and the users shall provide unconditional consent to receiving such Alerts.

Authority to the Company

User irrevocably and unconditionally authorise the Company:

1. To access all information relating to User, available on the Website including
2. Personal Information
3. Information relating to access and use of the Website by the User
4. Transactions entered by the User.

Subject to the Privacy Policy, all information submitted on or via the Website shall be deemed to be and remain the property of the Company; and the Company shall be free to use the same for the purpose of providing various insurance products through the Website, provided the Company shall keep such information confidential at all times.

Indemnity

User agrees and undertakes to defend, indemnify and hold harmless the Company, its directors, officers, employees, Affiliates Partners, and Content from any and all claims, loss, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from the use of the Website by User or the placement or transmission of any message, information, software or other materials through the Website by User or related to violation of any of the Terms and Conditions by User, and any claims dispute or differences between User and any Insurer.

Termination

User acknowledges and agrees that the Company may, without notice, suspend or terminate User ID, password or account or deny User access to all or part of the Website without prior notice if User engages in any conduct or activities that the Company in its sole discretion believes violate any of the Terms and Conditions, violate the rights of the Company, or is otherwise inappropriate for continued access, or if the Company learns of User's death, bankruptcy or lack of legal capacity or of circumstances which impact User's credit worthiness (which shall be determined at the sole discretion of the Company) or for any other reason which the Company thinks fit and proper. In such circumstances, User acknowledges and agrees that the Company may in its sole discretion deny User access to the Website, and that the Company shall have no responsibility to notify User and also will have no responsibility for any consequences resulting from lack of notification.

Confidentiality

The Company will share Personal Information with third parties(a) where there is a need to share information with insurer in order to process transaction, service the customer, maintain User account (b) when the disclosure is made to a party representing User, or (c) when such information is required by the Law including inter alia in response to a legal process. The Company recognized and acknowledges the value and importance of the protection of the User's information. The Company shall exercise the same standard of care to protect the information of the User that it exercises in protecting its own information.

Governing Law & Jurisdiction

The Website, the Terms and Conditions, all transactions entered into on or through the Website and the relationship between the User and the Company shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law.

User and the Company agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the Terms and Conditions, any transactions entered into on or through the Website or the relationship between User and the Company shall be subject to the exclusive jurisdiction of the competent courts located in the city of New Delhi, India and User hereby accedes to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if the Company so thinks fit, it

may institute proceedings against User in any other court or tribunal having jurisdiction. The Company 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 Website can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.

Notices

The Company may give notice to User by e-mail, letter, telephone or any other means as deemed fit, to the address last given by User. The Company shall be deemed to have duly communicated and delivered any communication or document to User if such communication or document is sent via electronic mail (e-mail) to the e-mail address provided by User. Notices under the Terms and Conditions may be given to the Company by User in writing by delivering them by hand or by sending them by post to the Company at the address mentioned on the Website. The Company may, but shall not be bound to, act upon notices and instructions given by User herein. In addition, the Company may (but shall not be bound to) also publish notices of general nature, which are applicable to all users in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice served individually to each User (including User). 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 Website. The Company shall also be entitled to act on the basis of any instructions received or purported to be received by it from the User by e-mail or other electronic means or via the internet or fax instructions and communications

Arbitration

If any dispute arises between the User and the Company, in connection with validity, interpretation, implementation or alleged material breach of the Terms and Conditions, the Parties shall endeavour to settle such dispute amicably. In case of failure of the Parties to settle such disputes within 15 days, either Party shall be entitled to refer the dispute to arbitration. The arbitration shall be conducted by a sole arbitrator mutually appointed, or in case of disagreement as to the appointment of a sole arbitrator, by three (3) arbitrators of which each Party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by the two appointed arbitrators. The arbitration proceedings shall be conducted in New Delhi, India and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The language of arbitration shall be English.

No Waiver

The failure or delay of the Company to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of the Company shall be valid unless it is in writing signed by or on behalf of the Company. A waiver of any right or provision by the Company on a particular occasion shall not prevent it from enforcing such right or provision on a subsequent occasion.

Severability

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgment, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and User, the Company, the court, tribunal or regulatory or self-regulatory agency or body should endeavour to give effect to the parties' intentions as reflected in the provision to the extent possible. The validity of the remaining provisions and conditions shall not be affected thereby, and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

Limitation

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website or the Terms and Conditions must be filed within three (3) months after such claim or cause of action arose failing which it shall be forever barred.

Force Majeure

The Company shall not be responsible for delay or default in the performance of its obligations due to any natural calamities, contingencies beyond their control including but not limited to war, civil disorder, arson, unavailability of any communication system, virus in the processes, computer hacking, computer crashes or acts of government /regulatory authorities.

No Obligation for Maintenance

The Company has no obligation to monitor the functioning of the Website. However, User acknowledges and agree that the Company has the right to monitor the functioning of the Website electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website properly or to protect itself or Users or insurers. The Company will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law. The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the Terms and Conditions.

No Agency

The Terms and Conditions and use of or access to the Website are not intended to create an agency, partnership, joint-venture or employer-employee relationship between User and the Website, the Company, or insurer, except where otherwise specifically agreed or appointed.

Miscellaneous

The clause headings in the Terms and Conditions are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and the Conditions. The Company may sub-contract or employ agents to carry out any functions or services relating to the Website or any of its obligations under the Terms and Conditions, subject to the applicable laws.

The Company may from time to time send by e-mail or otherwise, information relating to products offered by the insurer general information related to insurance, to the User.

User must at your User's own cost:

1. Provide for own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and
2. Provide all equipment necessary for the User to make such connection to the World Wide Web, including a computer and modem.

Provide all equipment necessary for the User to make such connection to the World Wide Web, including a computer and modem. Provide all equipment necessary for the User to make such connection to the World Wide Web, including a computer and modem.

Grievance Redressal

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to Grievance Officer, at complaints@aditsh.com or write at the following address:

Mr. Pawan Kapoor (Grievance Officer)
Aditsh Insurance Web Aggregator Private Limited.
pawan@aditsh.com

251/3-5-9, S/F Gali No 6, Bhola Nath Nagar, Shahdra, Delhi, New Delhi 110032

We request you to please provide the following information in your complaint:-

1. Identification of the information provided by User.
2. Clear statement as to whether the information is personal information or sensitive personal information.

3. Your address, telephone number or e-mail address.
4. A statement that you have a good-faith belief that the information has been processed incorrectly or disclosed without authorization, as the case may be.
5. A statement, under penalty of perjury, that the information in the notice is accurate, and that the information being complained about belongs to you.