

TERMS AND CONDITIONS

1. Introduction

These Terms and Conditions ("Terms") govern access to and use of the website [<https://kshema.co/>] ("Website") and the digital services made available by Kshema General Insurance Limited ("Kshema", "Company", "we", "us" or "our"), unless separate terms apply to a particular service.

By accessing or using the Website, you agree to comply with these Terms to the extent applicable to your use. If you do not agree with these Terms, you should discontinue use of the Website.

Where a specific digital service, transaction or product is governed by additional terms, those terms shall apply in conjunction with these Terms. In the event of any inconsistency, the applicable insurance policy, mandatory legal or regulatory requirements and the specific terms governing the relevant service shall prevail, to the extent applicable.

2. Conditions of Use of the Website

The availability of any particular product, facility or service may depend on eligibility, geographical availability, applicable regulatory requirements, technical availability and the terms governing that product or service.

Kshema may modify, update or discontinue any part of the Website or its facilities, subject to applicable law and without prejudice to existing contractual, policyholder or regulatory rights.

3. Accuracy of Information; Not a Policy Document

Kshema endeavours to ensure that information published on the Website is accurate and current. However, information may be revised from time to time to reflect changes in products, processes, laws, regulations or business practices.

Unless expressly stated otherwise, general information, articles, frequently asked questions, illustrations, examples and other explanatory material on the Website are provided for general informational purposes only and do not constitute an offer, solicitation, advice or a contract.

Such information should not be construed as a substitute for the applicable insurance policy, policy schedule, endorsements, prospectus, Customer Information Sheet ("CIS") or other official product documents, as applicable.

Users should review the relevant product documents and applicable terms, conditions, exclusions, warranties, deductibles, limits and other requirements before purchasing or using an insurance product.

4. Insurance Products, Quotations and Policy Issuance

Any premium calculator, quotation, illustration or indicative premium displayed through the Website is based on the information, assumptions and parameters used for that calculation. Such output may be indicative and may be subject to verification, underwriting, eligibility requirements, applicable taxes, statutory levies and other relevant conditions.

A quotation or premium illustration shall not, by itself, constitute acceptance of a proposal, issuance of an insurance policy or confirmation of insurance coverage.

Insurance coverage shall be determined in accordance with the applicable policy documents and the Company's acceptance and issuance processes.

Users are responsible for providing complete and accurate information when submitting proposals, applications, claims or other information through the Website or associated digital facilities. Any consequences of inaccurate, incomplete or misleading information shall be determined in accordance with applicable law and the terms of the relevant insurance contract.

Before submitting an online proposal, users will be required to confirm that they have read and understood the key features, terms and conditions, exclusions and risk factors applicable to the selected product.

5. Permitted Use of the Website

Users agree to use the Website only for lawful purposes and in accordance with these Terms.

Users shall not:

- a. use the Website in violation of any applicable law, regulation, court order or lawful direction;
- b. knowingly submit false, misleading, fraudulent or unauthorised information through the Website;
- c. attempt to gain unauthorised access to the Website, its systems, servers, databases, accounts or associated infrastructure;
- d. interfere with, disrupt or compromise the security, integrity or availability of the Website or its services;
- e. introduce malicious code, viruses or other harmful material, or attempt to bypass reasonable security measures;
- f. use automated tools, scripts or similar mechanisms to extract, collect or reproduce Website content in a manner that is unlawful or unauthorised;
- g. impersonate another person or misrepresent their identity, authority or affiliation; or
- h. use the Website to infringe the rights of Kshema or any third party.

Kshema may investigate suspected misuse and take reasonable and proportionate measures, including restricting or suspending access where necessary, subject to applicable law and without prejudice to customer rights.

6. User Accounts, Credentials and Communications

Where the Website provides user accounts or authenticated access, users must ensure that the information provided is accurate, complete and updated wherever required.

Users should take reasonable precautions to protect their account credentials, passwords, authentication codes and other access credentials, where applicable.

Users must promptly notify Kshema through its designated customer support or security reporting channels if they become aware of suspected unauthorised access, misuse of their account or compromise of their credentials.

Kshema will process requests, communications and information submitted through the Website in accordance with applicable law, its published policies and the terms governing the relevant service.

Submission of an online form, email or other communication does not, by itself, establish that Kshema has accepted an insurance proposal, approved a claim, modified a policy or completed a transaction. Users should rely on the applicable acknowledgement, confirmation or official communication for the relevant service.

7. Intellectual Property Rights

Unless otherwise stated, the Website and its content, including text, graphics, photographs, illustrations, designs, logos, trademarks, service marks, software and other materials, are owned by Kshema, its licensors or the respective rights holders and are protected by applicable intellectual property laws.

Users may access and use Website content for personal, informational and lawful purposes, subject to these Terms.

Except as expressly permitted by law or authorised in writing by the relevant rights holder, no person may reproduce, republish, distribute, modify, commercially exploit, publicly communicate or create derivative works from Website content without the requisite permission.

Nothing in these Terms grants any licence or right to use Kshema's name, logo, trademarks or other intellectual property beyond the limited access and use expressly permitted herein.

All third-party names, logos, trademarks and materials appearing on the Website remain the property of their respective owners and are subject to their applicable rights and permissions.

8. Third-Party Websites and Services

The Website may contain links to or integrations with websites, applications or services operated by third parties.

Such links or integrations may be provided for convenience, information or access to particular facilities. Unless expressly stated otherwise, their inclusion does not constitute an endorsement or guarantee by Kshema of the third party, its products, services, content or practices.

Third-party websites and services may be governed by separate terms, privacy notices and security practices. Users should review the applicable terms before using those services or sharing information with them.

Kshema is not responsible for the independent content, availability or practices of third-party websites or services, except to the extent responsibility arises under applicable law or from Kshema's own acts, omissions, representations or obligations.

Any transaction conducted directly with a third party may be subject to the terms agreed between the user and that third party.

9. Privacy and Personal Data

Kshema's collection, use, storage, processing, disclosure and protection of personal data are governed by its applicable Privacy Policy, together with applicable data protection and other relevant laws.

Users should review the applicable Privacy Policy to understand the categories of personal data processed, the purposes of processing, applicable disclosures, consent mechanisms, retention practices and available rights, as relevant to the service being used.

Where a particular service requires a specific consent, authorisation or acknowledgement, the applicable consent mechanism and service-specific terms shall apply.

These Terms do not replace the Privacy Policy and shall not be interpreted as providing a blanket consent for processing personal data.

10. Electronic Communications, Records and Digital Transactions

Where electronic communications, digital records, online submissions, electronic acknowledgements or digital transactions are supported, their use shall be subject to applicable law and the terms governing the relevant service.

Users must ensure that the contact details provided to Kshema are accurate and updated, where required, to facilitate communications relating to their applications, policies, claims or service requests.

Electronic acknowledgements, receipts or confirmations shall have the effect prescribed by applicable law and the terms of the relevant transaction.

Nothing in these Terms excludes any statutory requirement relating to notices, disclosures, signatures, consent, recordkeeping or electronic communications.

11. Website Availability, Maintenance and Security

Kshema endeavours to maintain the availability and security of the Website. However, uninterrupted or error-free operation cannot be guaranteed at all times.

Access may occasionally be affected by maintenance, updates, technical failures, telecommunications or network outages, cyber incidents, third-party service disruptions or circumstances beyond Kshema's reasonable control.

Kshema may undertake maintenance, security updates or other measures reasonably necessary to maintain or improve its systems.

Where a disruption affects an insurance transaction, claim, policyholder service or other matter governed by statutory or regulatory timelines, Kshema shall remain subject to the applicable legal, regulatory and contractual requirements.

12. Limitation of Liability

To the extent permitted by applicable law, Kshema shall not be responsible for losses arising solely from a user's misuse of the Website, unauthorised use of information by the user or reliance on information that has been expressly identified as indicative or subject to verification, except where such exclusion is not legally permissible.

Nothing in these Terms shall exclude, restrict or limit:

- a. any liability that cannot be excluded or limited under applicable law;
- b. any obligation imposed on Kshema under applicable insurance laws, IRDAI regulations or directions;
- c. any rights of policyholders, insured persons, beneficiaries, claimants or other entitled persons under an applicable insurance policy or law.

Users should exercise appropriate care when accessing digital services and verify important information through the relevant official documentation or designated customer support channels.

13. Indemnity for Unlawful Use

To the extent permitted by applicable law, a user may be responsible for direct losses, liabilities or reasonable costs incurred by Kshema to the extent arising from the user's unlawful use of the Website, material breach of these Terms or infringement of third-party rights.

Any such responsibility shall be assessed in accordance with applicable law, the nature of the breach and the actual loss or liability attributable to that conduct.

Nothing in this clause imposes liability on a user for losses caused by Kshema's own acts or omissions or overrides any statutory protection available to the user.

14. Suspension, Restriction and Discontinuation of Access

Kshema may restrict, suspend or discontinue access to particular Website facilities where reasonably necessary for maintenance, security, prevention of misuse, legal compliance or operational reasons.

Where practicable and appropriate, Kshema may provide advance notice of material changes or interruptions.

Any suspension or discontinuation shall be subject to applicable law and shall not extinguish existing insurance coverage, contractual obligations, pending claims, grievance rights or other accrued rights merely because a Website facility is unavailable or discontinued.

15. Amendments to These Terms

Kshema may revise these Terms from time to time to reflect changes in its services, Website functionality, business practices, applicable law or regulatory requirements.

Users are encouraged to review these Terms periodically. Where applicable law or the nature of a service requires specific notice, acknowledgement or consent for a change, Kshema shall follow the relevant requirements.

A revision to these Terms shall not, by itself, amend an existing insurance policy or override rights or obligations arising under an existing contract or applicable law.

16. Governing Law and Jurisdiction

These Terms shall be governed by the laws of India.

Subject to applicable law, mandatory jurisdictional rules and the rights of users to approach competent statutory, regulatory, consumer or other dispute-resolution forums, courts having competent jurisdiction over the matter shall have jurisdiction over disputes arising from these Terms.

Nothing in this clause shall prevent a policyholder, insured person, beneficiary, claimant or other entitled person from approaching IRDAI, the Insurance Ombudsman, a consumer commission, a competent court or any other forum available under applicable law.

17. Severability

If any provision of these Terms is held invalid, unlawful or unenforceable by a competent authority, the remaining provisions shall continue to apply to the extent legally permissible.

Any invalid or unenforceable provision shall be interpreted or modified only to the extent necessary and legally permissible to give effect to its intended purpose without overriding applicable law.

18. No Waiver

Failure or delay by Kshema in exercising a right or remedy under these Terms shall not, by itself, constitute a waiver of that right or remedy.

Any waiver shall be effective only to the extent legally permissible and applicable to the circumstances in which it is given.

19. Contact, Customer Support and Grievance Redressal

For queries relating to the Website, these Terms or the Company's digital services, users may contact Kshema through the official contact details and customer support channels published on the Website.

For insurance-related matters, including policy servicing, claims and complaints, users should refer to the relevant customer support, grievance redressal and escalation details published on the Website, including the name and contact details of the Grievance Redressal Officer as required under IRDAI regulations.

Complaints shall be handled in accordance with Kshema's applicable grievance redressal procedure and the requirements of applicable law and IRDAI regulations.

20. Other Applicable Policies and Disclosures

These Terms should be read together with the applicable policies, notices and disclosures published by Kshema on the Website.