

Terms and conditions

Nissan Renault Financial Services India Private Limited (hereinafter referred to as NRFSI) operates the portal <https://digi-assure.nrfsi.com> to provide consumers choice and an easy way to buy Insurance products from multiple Insurance companies. NRFSI is not an Insurance Company. NRFSI is a licensed Insurance Corporate Agent holding a Corporate Agency (Composite) licence from the Indian Insurance Regulator – Insurance Regulatory and Development Authority of India (IRDAI).

CA code: CA0604

Our participating insurance providers supply some of the information available on the Portal and therefore there may be inaccuracies in the Portal Information over which NRFSI has limited control.

NRFSI does not warrant or guarantee the timeliness, accuracy or completeness of the Portal Information; or Quality of the results obtained from the use of the Portal.

NRFSI has no liability in relation to or arising out of the Portal Information and Portal recommendations. The customer is responsible for the final choice of their product and should take time to read through all information supplied before proceeding. In case of any question or query regarding a product or its terms, the customer should seek further advice from NRFSI or the relevant participating provider before choosing the product.

NRFSI may pass on customers personal information to the relevant participating provider in case a product is purchased through <https://digi-assure.nrfsi.com>, however, NRFSI does not guarantee the time or receiving/acquiring of the product chosen by the customer. NRFSI does not accept any liability arising out of circumstances where there is delay in acquiring the product chosen by the customer. Please note that NRFSI is only collecting or assisting in collection of premium

deposit on behalf of the insurer the customer has chosen to purchase 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 Insurer whose policy the customer has chosen to purchase on which NRFSI has no control. NRFSI will ensure that the amount is refunded by the insurer in case there is no ultimate issuance of policy.

By visiting our portal and accessing the information, resources, services, products, and tools we provide, the customer understands and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as ‘User Agreement’), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy section below for more information).

We reserve the right to change this ‘User Agreement’ from time to time without notice. The customer acknowledges and agrees that it is their responsibility to review this ‘User Agreement’ periodically to familiarize themselves with any modifications. The customers continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Responsible Use and Conduct

By visiting our portal and accessing the information, resources, services, products, and tools we provide for the customer, either directly or indirectly (hereafter referred to as ‘Resources’), the customer agrees 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.

Wherein, the customer understands that:

- In order to access our Resources, the customer may be required to provide certain information about themselves (such as identification, contact details,

etc.) as part of the registration process, or as part of their ability to use the Resources. The customer agrees that any information provided will always be accurate, correct, and up to date.

- The customer is responsible for maintaining the confidentiality of any login information associated with any account used to access our Resources. Accordingly, the customer is responsible for all activities that occur under their account/s.
- Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. The customer specifically agrees not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.
- Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- The customer is solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by the customer, as explained above, and may incur criminal or civil liability.
 - We may provide various open communication tools on our portal, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. The customer understands that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if the customer chooses to use these tools to submit any type of content to our portal, then it is their personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, the

customer agrees that they will not upload, post, share, or otherwise distribute any content that:

- Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
- Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- Contains any type of unauthorized or unsolicited advertising;
- Impersonates any person or entity, including any <https://www.nrfpsi.com> employees or representatives.

NRFSI has the right at its sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If the customer posts content that we choose to remove, the customer hereby consent to such removal, and consent to waive any claim against us.

We do not assume any liability for any content posted by the customer or any other 3rd party users of our portal. However, any content posted by the customer using any open communication tools on our portal, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of NRFSI , and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process

is covered by our privacy policy.

- The customer agrees to indemnify and hold harmless NRFSI and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by the customer or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, the customer shall provide us with such cooperation as is reasonably requested by us.

Privacy

The customers privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store customers personal information. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, [click here](#).

Limitation of Warranties

By using our portal, the customer understands and agrees that all Resources we provide are “as is” and “as available”. This means that we do not represent or warrant to that:

- The use of our Resources will meet the customers needs or requirements.
- The use of our Resources will be uninterrupted, timely, secure or free from errors.
- 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.

Furthermore, the customer understands and agrees that:

- Any content downloaded or otherwise obtained through the use of our Resources is done at the customers own discretion and risk, and that the customer is solely responsible for any damage to their computer or other devices for any loss of data that may result from the download of such content.
- No information or advice, whether expressed, implied, oral or written, obtained by the customer from NRFSI or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, the customer expressly understands and agrees that any claim against us shall be limited to the amount paid by the customer, if any, for use of products and/or services. NRFSI will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All content and materials available on <https://digi-assure.nrfpsi.com> including but not limited to text, graphics, portal name, code, images and logos are the intellectual property of NRFSI, and are protected by applicable copyright and trademark law. 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 NRFSI.

Termination of Use

The customer agrees that we may, at our sole discretion, suspend or terminate the customers access to all or part of our portal and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating the customers relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, the customers right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that the customer may have on file with us, including any account or login information.

Governing Law

This portal is controlled by NRFSI from our offices located in the state of Tamil Nadu, India. It can be accessed by most countries around the world. As each country has laws that may differ from those of India, by accessing our portal, you agree that the statutes and laws of Maharashtra, 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 portal and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in Tamil Nadu India. The customer hereby agrees to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Guarantee

UNLESS OTHERWISE EXPRESSED, NRFSI 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 NON- INFRINGEMENT.

Express Claims Services

- NRFSI is only an insurance Corporate Agent and can assist with any insurance claims only to the extent of liaising with the insurance company. Any insurance claim shall be processed by the insurance company subject to their terms and conditions and the insurance policy.
- Admissibility/ Settlement/ Charges would be considered as per the Insurance Company's rate contract. There is no control of NRFSI on the claim processing.
- NRFSI will only assist the customer during the claim process.
- Any disputes arising pursuant to these terms and conditions are subject to the exclusive jurisdiction of courts in Chennai.

NDNC

The customer authorizes NRFSI to communicate with them on the given number for their Insurance needs. This authorization will override the customer registry under National Do Not Call (NDNC).

Important

The information that the customer gives to us on this proposal or in any supplemental information form or documentation supplied by the customer or on the customers behalf will influence our decision to offer insurance and the terms upon which to offer it. Further, any policy we issue will be based on the information provided by the customer to NRFSI. . It is therefore important that the answers are complete and accurate in all respects.

The questions in this proposal are indicative rather than exhaustive. The customer must provide us with all information relevant to the risk to be insured, even if it is not the subject of a question in this proposal. If the customer is in any doubt on the information to be given, the customer is requested to contact our customer care. Any failure to provide us with full and accurate information may mean that your claim under any insurance issued is rejected and your policy is declared void.

No insurance cover will be in force until we have approved it and the premium has been paid.

The customer hereby agrees that the insurance benefit available to the customer shall become voidable in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any particulars in the application form / personal statement, declaration and connected documents or any material information has been withheld by the customer or anyone acting on the customers behalf to obtain insurance benefit. The customer hereby declares that they are not aware of any neglect and omission or error or existence of any circumstances likely to give rise to a claim thereof. The customer hereby declares, that in case of false declaration the insurance company shall have the right to cancel the policy. The insurance company shall have the right to change the premium and conditions agreed to subject to such terms and conditions been communicated to the customer. The customer hereby agrees that their enrollment for insurance would be at the sole discretion of the insurance company. The Customer declare and warrant that the information the customer have given in this proposal form in relation to himself (or any other person or categories of person to be insured) and any documentation of information accompanying it or arising out of the answers that the customer have given is complete and accurate in all respects. The customer have understood and agreed this proposal and other information and documentation.

Contact Information

In case of any questions or comments about our Terms of Service as outlined above, you can contact us at:

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