PRIVACY & WEB POLICY

We, Cholamandalam MS General Insurance Company Limited ("**Chola MS**" or "**the Company**") value you as a customer / user of our website and respect your right to privacy. Chola MS is committed to protecting and ensuring that privacy of the information you provide to us while accessing our site. This policy sets out the terms and conditions governing the visit/use of our website and mobile/such other similar apps and is subject to revision at our discretion as may be required and sets out how Chola MS uses and protects the information you provide when you access the site. Hence we request you to go through the policy every time you access the site.

The website is maintained by Chola MS and your use of the website is subject to the terms and conditions mentioned herein and all applicable Indian laws. This website is offered to you on the condition that you accept the terms and conditions contained herein, without modification or reservation of any of the terms and conditions contained herein and by accessing and browsing this website, you accept, without limitation or qualification, these terms and conditions. It is however clarified that any other terms and conditions that you may have agreed with us independent of this, shall not be affected and the same shall be in addition to these contained herein. We reserve the right to deny to you, at our sole discretion, access to the website, including any portion thereof, without any prior notice.

To help us in protecting your privacy, you should maintain absolute secrecy of your login ID and password, if any, provided to you in connection with your access / account with <u>www.cholainsurance.com</u> or its related sites / portals ("**URL**" or "**website**") and should not share it with anybody.

It is recommended that customers choose their passwords carefully such that no unauthorized access is made by another person. To make the password difficult and complex for others to guess, please follow the password instructions as may be given by the site/app. Please note when you enter sensitive information such as login credentials, credit card number on our registration or order forms, we encrypt that information using secure socket layer Transport Layer Security (TLS) technology.

This policy is strictly applicable to all and any data and/or information transmitted via any electronic medium, which is collected by Chola MS; and you hereby consent and agree to submit any data and/or information to Chola MS for processing, storage, use etc., and also hereby fully authorise Chola MS to delete and/or destroy any such data and/or information including personal data and information.

This policy and any other documents referred to on it sets out the basis on which any personal data Chola MS collects from you, or that you provide to Cholas MS, and how the said personal data will be processed by Chola MS. By visiting, you confirm that you are a major (i.e., having attained the age of maturity as per applicable law) and understand the purpose of your visit and are accordingly accepting and consenting to the practices described in this policy specifically in relation to processing, collecting, utilising, disclosing, storing, disposing, deleting, loss, etc., of data and information provided by you. By using any services of Chola MS and/or submitting any data and/or information to Chola MS, in any form or manner, you hereby agree to adhere and comply with this policy.

By using Chola MS's services on the above URL and/or by registering yourself on its website, you hereby grant and accord your consent and acceptance to the practices set out herein. You hereby

consent and also grant permission to Chola MS to collect as well as use and store the data provided by you and consent to Chola MS to disclose and/or retain and/or destroy and/or archive and/or dispose such data and information as per the terms of this policy. Chola MS is at full liberty to reorganise any data and/or information as well as process any information or data on any form of print media or physical medium, for which you grant your confirmation and acceptance.

Kindly also note that should you not accept the terms and conditions set out herein, kindly do not proceed further / access and/or use the above URL and/or services associated with the URL of Chola MS and/or any of its associated websites.

Our Services/Products

We clarify that the availability of the information and guidance as part the website does not constitute a recommendation by Chola MS, to buy any policies or avail any services etc., and any decision will be based solely on your own evaluation of the policies / products of Chola MS and your need for the same. While adequate care will be taken to ensure completeness, accuracy etc., of the information/services provided, neither Chola MS nor any of its personnel or representative shall in any circumstance be liable for any loss or damage caused by your reliance on information obtained through the website; and it is your sole responsibility to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the website.

It is deemed that, for any service/product availed through the website, you agree that - you have completely acquainted and satisfied yourself with the benefits and terms thereof; you have disclosed to Chola MS all required information fully without suppression or misrepresentation; such submission of information on the website shall be deemed to be a signed proposal for the purpose of issuance of service/product as per its respective terms and conditions; you shall print the policy document obtained by you over the website and/or may request for original to be sent to you; service/product has been issued replying/based on the on the information provided by you.

In respect of any transaction undertaken on our website, Chola MS's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as genuine, accurate, conclusive and binding proof for any / all purposes.

Collecting your personal information

When do we collect?

The following are some of the modes of collection information from you and/or related to you and is not an exhaustive list. This list may be further amended and/or modified from time to time.

We may collect the information you provide when you:

- Request information from our website
- Use online tools and calculators
- Apply online for our products/ services/ jobs etc.
- Conduct any transaction online

What do we collect?

The information we collect are generally in the nature of identifying and ensuring that each user to our URL/website is identifiable uniquely and there are not attempts made to misuse our services and/or URL/website. We generally collect information such as individual names, date of birth, gender, job title, contact address including email address, contact number and any other information, etc., which is required to be provided in the registration page of our website. In case you are transacting online for our services / products, we will collect certain payment details such as credit card information necessary for processing payment. Kindly note that all financial information including credit card number and expiration date are only performed through a secure payment gateway of the relevant credit card company or secured third party services affiliation with the concerned credit card or the internet banking service of your bank. We store this information (barring credit card details) for our records as well as authentication purposes and the same will only be accessible on you accessing the URL/website of Chola MS through your concerned account. We also collect information such as beneficiary name, address and your relationship to the beneficiary when you buy a policy from us. This is required to maintain a record of your beneficiary details for your insurance with us.

Information you give to Chola MS

This is the information or data that you submit to the Chola MS while perusing and/or using any services including at the time of accessing the URL/website and/or filling in forms or at the time of correspondence in any form with the Company including by phone, e-mail or otherwise through any other platform such as mobile applications, etc. All relevant data and information are directly stored in electronic form. It includes information you provide when you access our site or application and/or register to use our site and/or subscribe to the Chola MS's service and/or avail any offers from the Company and/or search for any specific or general service or offer of the Company and/or avail any services or for any enquiry on the website, etc. The same is applicable to all data and information received by the Company on any other platform including through mobile applications etc. and also when you report a problem with the Company's web-site. The information you give to the Company may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph, etc., and any other details which will help establish your identity in any form and/or may be considered your personal information.

Information we collect about you

Chola MS has identified a non-exhaustive list of information and data that is generally collected by it from users of its services and/or website (including visitors, etc.) and/or mobile application, etc., with regard to each of your visits to our site. We will automatically collect the following information:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, search preferences, service preferences, etc., and any other information that may generally be collected during use of Company's services including while accessing the Company's website and/or mobile phone application based services of the Company;
- Information, data, services requests including any other information including what has been provided at the time of registration and/or availing any services of Chola MS, perusing any offers

of the Company, downloading any data or information from the Company's website or mobile application or any other platform

• Information about your visit, including the full Uniform Resource Locators (url), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page and any phone number used to call the Company's customer service number, etc.

Use of your personal information

Why do we collect and how is it managed?

All data and information collected by Chola MS from any users will be transferred and stored in secure servers of the Company and/or in servers leased and/or licensed by the Company for the duration and for the purpose till you specifically write to us withdrawing your consent. The Company may at its discretion and/or requirement keep copies of such data and information at multiple locations and/or on the Company's main servers for processing of the said information and data. The said data and information may be processed by the Company's staff, third parties, suppliers, service providers, partners etc., subject to the restrictions contained herein. You hereby grant your consent to the storage, processing and application and/or use of your personal data and/or information received by the Company including through use of cookies.

Kindly note that you alone are responsible for keeping all information in respect of username, passwords and any other sensitive personal information accessible through the website secured and confidential and the same should not be shared with any other person. Any use of the username, login password, etc., by any person will make you alone liable and/or accountable for any actions, use and/or misuse therein along with all consequential liabilities. Any damage, losses and/or costs along with litigation, claim, etc., upon Chola MS and/or any of its affiliates and/or contractors on account of any unauthorised use of your credentials and/or your account in general will be recovered from you and you alone bear complete responsibility for the said information and account.

It is clarified that as the services and other facilities offered by the Company mostly make use of internet as a medium including mobile phones and/or computers etc., the security in respect of the same is not the responsibility of the Company in any manner whatsoever. The security of any data and/or information transmitted by internet is entirely your responsibility and liability and the Company is not liable or responsible for protection and/or security of such data and/or information. All such data and/or information transmitted through internet are at the risk of the user and the Company bears no liability or accountability for the same.

The access to data and/or information is restricted to the user alone through their respective accounts. Any unauthorised access of any account, by any person (either on account of compromise on the username and/or password or on account of any sharing of the said username and/or password and/or on account of any unsecured internet connection or computer system or mobile phone etc.) is entirely the specific account user's responsibility and accountability.

The responsibility to keep username and passwords as well other personal and/or sensitive information safe and secure rests solely with the account user, and any loss and/or abuse and/or

misuse of the same will be entirely the concerned user's responsibility and accountability and it is clarified that the Company will not be responsible or liable for any action or inaction on account of the same. The said data, information, username and/or passwords should be kept confidential and should not be shared with any other person.

It is clarified that any transmission of data over internet is not completely secured and hence Chola MS does not guarantee the security of the data transmitted via internet. The Company will take all reasonable steps and measures to keep all data and information received by it, secured and protected as required under the laws of India, however the Company does not assume any responsibility or liability for data and/or information transmitted through use of any electronic means including internet, phones, emails etc. and such transmission is at your own risk. The Company as stated above will use strict procedures and security features to try to prevent unauthorised access.

The Company may at its discretion keep or store any data and/or information that is required by it for receiving payment and/or collecting dues, particularly any amounts owed to the Company by any user. The Company may at its own discretion retain data and/or information about any user till such time as it may deem fit.

The information received from any person is to understand their respective needs and provide better service and in particular for the following:

- Internal record keeping
- Allow you to access specific account information
- We may use the information provided by you to customize your visit to the website by displaying appropriate content at our judgment and discretion
- To send you information about other products and services offered by Chola MS or its affiliates including promotional e-mails, new products, special offers, or any other information which we think maybe of interest to you
- To contact you for policy reminder notices, claims processing and to keep you updated and Chola MS through our newsletters. In event you do not wish to receive such information, you may unsubscribe through the facility in the email message you receive
- We may also use the information for conducting surveys, market research purposes
- We may contact you by phone, mobile, e-mail in connection with any or all of the above.

In event you do not wish to receive such information, you may unsubscribe to the facility by registering yourself in "Do not call registry" category available at our website www.cholainsurance.com. It may be kindly noted the above does not by itself cause any deletion and/or removal of any data and/or information provided to us and the same will be retained and/or dealt with in normal course as per the Company's policies.

Log Files

As is true of most websites; we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole.

IP addresses are tied to personally identifiable information to help us customize your visit to our website so that you like the experience. However, we would like to reiterate that this information is not shared with third parties, for their promotional purposes, except as provided under "Disclosure of Information" clause.

Use of Cookies

We store a cookie on your computer when you visit our website. A cookie is a small text file that is stored on a user's computer for record-keeping purposes. The primary purpose of these cookies is to analyze how users move within our website. Our cookies lets you view customized pages while transacting with us. Our cookies do not have confidential or personally identifiable information. Since, we use session ID cookies; they do not track a user after leaving our website. A session ID cookie expires when you close the browser. It is required if you want to buy a policy online from us. We also use analytic tools to track visitor traffic on website

Some of our business partners such as chat support use cookies on our site. We have no access to or control over these cookies. This privacy statement covers the use of cookies by <u>www.cholainsurance.com</u> only and does not cover the use of cookies by any third parties.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies. But you can modify your browser setting to decline cookies as per your preference.

You hereby agree and allow Chola MS your full consent, to collect information and data in respect of:

- Computers used by you,
- Mobile phones used for accessing the Company's platform as well as mobile applications,
- IP addresses,
- Operating system(s) and mobile operating platforms,
- Nature and types of internet browsers and explorers, etc.

The above is not an exhaustive list but merely representational of the general data and information that is collected by the Company through cookies. The said data and information will help the Company serve you better and will also assist for the purpose of administration including system administration.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following way:

—if you have previously agreed to us using your personal information for direct marketing purposes, you may change at any time by emailing us at <u>customercare@cholams.murugappa.com</u> or by writing to us at Customer Care, Cholamandalam MS General Insurance Co. Ltd., Hari Nivas Towers, First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001.

Disclosure of Information

Subject to the other terms contained herein, we will not disclose your personal information to any third parties, unless acting under a good faith belief that such action is necessary to:

- Conform to any statutory or legal requirements or comply with legal process or judicial orders
- Protect, enforce and defend our rights or property
- Protect our interests

We may also use your personal information for the purposes of providing you with any services and service-related activities. In this regard, it may be necessary to disclose your personal information to, sub-contractors, service providers (e.g. Third Party Administrators for Cashless Hospitalization, National Do Not Call Registry for filtering before Call related activities, other service providers) of Chola MS providing services linked to insurance sector.

By accessing our website, and noting this policy, you authorise Chola MS to exchange, share, part with all information related to your details and transaction history to its affiliates / banks / financial institutions / credit bureaus / agencies / participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and shall not hold Chola MS liable for use or disclosure of your information.

You understand that we use service providers to fulfill some of the service requests on this site including live chat, third party administrators for cashless claims and health checkup and motor surveyors for vehicle inspection. We do not share, or sell your personal information to third parties. These service providers are not allowed to use your information for their promotional purposes.

Updating your personal information

If you need to update your personal information or there is any change in the personal information, or if you no longer desire our service, you may update or delete it by making the change on our registration page; email to <u>customercare@cholams.murugappa.com</u>; by contacting us by telephone at Toll Free Number 1800 208 5544 (for Motor products) or 1800 208 9100 (for Health & Other products) or by post to Customer Care, Cholamandalam MS General Insurance Co. Ltd., Hari Nivas Towers, First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai 600 001.

Security

The security of your personal information is important to us. When you enter sensitive information such as credit card number on our registration or order forms, we encrypt that information using secure socket layer technology.

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. We also follow generally accepted industry practices to protect the privacy of your data as it is processed through our internal systems. However, no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore,

while we strive to use commercially acceptable means to protect your personal information, we do not guarantee its absolute security.

Retention of private data

We shall be holding your data in our systems for the period that you are our customer. However, regulatory requirements may require that the data be stored for an extended period. In such cases, we will be required to retain your information even though you are no longer our customer.

Changes to our Privacy Policy

Any changes we make to the Company's privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

Links to other sites

Our website may contain links to other sites and / or portals on the internet. While we intend to link only to such sites that share our high standards and respect for privacy, you should note that we do not control them and we are not responsible for the content or the privacy practices employed by such other sites. These sites are not governed by our privacy policy. Hence we are not responsible for the protection and privacy of the information you provide whilst visiting these sites and you cannot hold us responsible for the same.

Please be aware that websites that have links from our site may collect personally identifiable information about you. This privacy statement does not cover the information and disclosure practices of those websites. When you leave our site, please read the privacy statements of each and every other site that collects personally identifiable information.

Other Modes

If and when made available by us, this Policy may be accessible in vernacular languages; and further, in order to make this Policy accessible to the differently abled users, this Policy may be made available in voice mode also. However, in case of any interpretation differences, then this English version shall supersede any such differences and the terms and the intent mentioned herein shall alone prevail.

Authorised Use & Proprietary Rights

You agree not to use this website for any illegal purpose or in any manner inconsistent with these terms and conditions, and further agree not to use, transfer, distribute or dispose of any information contained in the website in any manner that could compete with the business of Chola MS or otherwise compromise or imperil the interests of Chola MS. You acknowledge that the website has been developed, compiled, prepared, revised, selected and arranged by Chola MS through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property.

You shall not: * Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the

services or content in violation of the terms and conditions or the laws of any country. * Create a database in electronic or structured manual form by systematically downloading and storing all or any part of the website save and except such information as relates to your policy, if you are a customer. * Rent, lease, sell, sublicense, or lend your access to the website. * Cache or permit caching by any person. * Do any act that violates our intellectual property in the website. * Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain the password or any private information of any use. * Use the website to violate the security of any computer network, crack pass words or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity. * Run mail list or any form of auto-responder, or spam on the website or any processes that are run or are activated while you are not logged on. * Although Chola MS may, from time to time, monitor or review any facilities, if established or otherwise offered at the website for discussions, chats, postings, transmissions, bulletin boards, and the likes on the website, Chola MS is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Chola MS will fully cooperate with any law enforcement authorities or Court order requesting or directing Chola MS to disclose the identity of anyone posting any such information or materials, along with any or all information as may have been provided by such individual on the website.

You understand and acknowledge that any or all the website has/offers (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, logos, service marks and the like, (collectively "Content/Trademarks") is proprietary to, owned by and authorized to use by Chola MS and protected under applicable laws. Chola MS has right over the intellectual property rights of the Content/Trademarks as the rightful owner or authorized user. Nothing contained on the website shall be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Content/Trademarks displayed on the website.

Disclaimer, Liability & Indemnity

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. We expressly disclaim all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement. We shall not be responsible or liable in any manner in this regard. We do not warrant that access to the website / payment mechanism will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the website or as to the accuracy or reliability of the content contained therein. 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.

We shall not be liable for any action taken by you based on or relying on the information provided in or by the website. 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. 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. Under no circumstances, including but not limited to negligence, shall Chola MS, its employees and directors, its suppliers, affiliates 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 and 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. You agree that we shall not be liable for any damages arising from interruption, suspension or termination of the website, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. In no event shall our liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you, if any, while availing the service/produce by using the website.

You expressly agree that in case you take screenshot or video-clips of any of the portion of this Policy, then to that extent, we will not be liable or responsible for anything that may arise as a result of any breach due to such screenshots/video-clips.

You shall defend, hold harmless, indemnify and keep indemnified Chola MS, directors, employees, etc., in case of any violation or breach of terms and conditions of this Policy.

Business Transitions

In the event Chola MS undergoes a business transition including merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be amongst the assets transferred. You will be notified via prominent notice on our website for 30 days of any such change in ownership or control of your personal information.

Grievance Redressal

While, we will strive to ensure you do not have any grievance, should you have any, you may address the same to the Chief Grievance Officer, whose contact details have been published on our website. If you find any security gap/incident in our IT systems, the same may be reported by emailing us at infosec@cholams.murugappa.com.

Jurisdiction & Laws

The mere fact that the website can be accessed by you in a country other than India would not mean that the laws of the said country would govern these terms and conditions and/or the website operations or use thereof by you. The services/products which are part of the website do not constitute an offer to sell or a solicitation of an offer to buy the same to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. Courts of Chennai have alone have the exclusive jurisdiction on any matter arising from access and use of the website. This Policy shall be governed by the laws of India.

For the purpose of meeting any statutory requirement, if any, under applicable laws, sections of this Policy shall be deemed to be treated as a notice given to you as to what information is collected and how the same is dealt with, and your act by virtue of visiting the website thus accepting this Policy shall be deemed to be in the affirmative. Further, should you pursue further with purchase any of our product either for yourself or your family including any minor children, you confirm to have taken their consent for using/processing their data for the intended purpose.

Note: For privacy policy pertaining to use of our services/products through Google Assistant, please <u>click here</u> by visiting the link you agree to the said policy, in addition to the above Privacy Policy.

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