



## **Orient Insurance Limited – Online Web Portal**

### **TERMS AND CONDITIONS**

#### **1. General**

- 1.1 This site is provided by Orient Insurance Limited, a Company registered under the Company Law Act No. 7 of 2007 having its registered address at No. 133, New Bullers Road, Colombo 4, Sri Lanka and the Company Registration No: PB 4720 (hereinafter referred to as “The Company”)
- 1.2 The use of Orient Insurance Limited - online website/web portal or, any of the information and any link thereto is subject to terms and conditions of use contained herein.
- 1.3 The Company may amend these terms, conditions and operations of this online portal at any time by posting a revised version. The revised version will be effective from the time the Company post it.
- 1.4 By using this website/portal, you agree to these terms and conditions including any modifications made thereby and further waive any rights or claims you may have against.
- 1.5 The application of this website and/or the online portal is solely for the use within Sri Lanka and is restricted to the residents and/or investors of Sri Lanka.

#### **2. Availability**

- 2.1 The Company will endeavor to ensure that this website is accessible for 24 hours a day but will not be liable if, for any reason, the website is unavailable for any time or for any period, due to any reason.
- 2.2 The Company will have the right to suspend the access to the site temporarily or permanently with or without notice, and will not be liable for any loss or damage whatsoever, caused either directly or indirectly, *inter alia* from the usage of this site, for any communications difficulties, access delays, any interruptions and/or data delivery, non-delivery, mis-delivery, corruption or destruction of data/information.
- 2.3 The Company makes no representation that its website and the online portal will be uninterrupted or error, bug or virus free.

### **3. Information on the Company Website**

- 3.1 The contents available through the portal is the sole property of the Company including, but not limited to: written contents, photographs, graphics, illustrations, marks, logos, sound or video clips, and flash animations.
- 3.2 The users of this website are not permitted to download, print, extract or redistribute any said type of information of this website/portal except for any personal and non-commercial use. The users are not permitted to reproduce and/or modify and/or in any way change any of the information available on this website and the portal.
- 3.3 The information contained herein is solely for the purpose of providing information of the products and services of the Company for the users of this portal. The Company undertakes to exercise reasonable care and skill to ensure that the information contained in the website is accurate at the date of publication subject to the condition contained in 3.4.
- 3.4 The Company makes no warranty as to the accuracy of any information on this website to the extent that the Company will not have to accept the liability for any errors or omissions within it due to the nature of the internet due to which there may be circumstances in which errors occur within the information.

### **4. Information collected**

- 4.1 The information collected within this site as provided by the users i.e, personal information is collected for the purposes of providing the users with the requested product or service, as an administrative requirement to serve and maintain the respective policy including responding to any query that the users may raise in future.
- 4.2 All personal information supplied by the users will be treated with confidentiality by the Company and will be held and maintained in the Company's data systems or those of their agents and/or subcontractors.
- 4.3 The Company may pass the said information to other companies to process them on its behalf.
- 4.4 The Company may also share the collected information to the regulatory authorities where the Company is required and/or permitted to do so by law of the Country.



- 4.5 The Company would use the said information collected from the site to inform the users (by way of telephone and/or post and/or email) of products and services the Company and/or its partners provide. The users who would prefer not to receive this information may notify it to the Company.
- 4.6 As part of the process of providing the users with the product or service requested, the Company may undertake certain checks and/or exchange information with various databases. For instance, as part of the process for underwriting general insurance products, the Company may check with a licensed credit-referencing agency and a record of this search will be made. When the Company make any such check and/or exchange information, it will include further details of the same within the website and/or in its future correspondences with the users.
- 4.7 The Company will take all reasonable steps to ensure that any personal information provided by the users via this website is kept secure subject to the condition contained in 4.8.
- 4.8 The Company makes no guarantee whatsoever as to the security of the personal data submitted to the website/portals to the extent that the Company will not have to accept the liability for any damages caused whatsoever due to the nature of the internet. Any inward transmission of data is carried out at the risk of the users.

## **5. Payments**

Any payments done through the website are subject to the following conditions:

- 5.1 When the users proceed to make payments, the Company will be entitled to debit the amounts of the transaction and any charge, if applicable from account and/or debit and/or credit card that the users have specified.
- 5.2 The Company shall not be liable if any transaction is not completed or for any failure on the part of the financial service provider, bank and/or the credit card agency, internet payment gateway, to perform any of its obligations.
- 5.3 The Company shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly incidental to the non-authorization made by any financial service provider/bank of the cardholder/credit card agency.
- 5.4 In the event of an unsuccessful payment, the users may communicate such to their financial service provider/bank before trying again in order to avoid any duplicate payments.

5.5 The users are not entitled to claim any compensation for cancelled payments. Any refund of payments will be made based on the merits of the case on the sole discretion of the Company.

5.6 The premium amounts quoted in the renewal notices and/or on the website are subject to change without notice from time to time and may also depend on the payment method chosen.

## **6. Declaration**

In using this website and its portals, you agree to the following:

6.1 You have the legal capacity to enter into this agreement.

6.2 All the information, documents and statements provided by the users are true and correct and that the users have not withheld any material information that may affect the proposal and/or quote and/or policy.

6.3 The users have understood that this application and information provided by them shall form the basis of the policy between the Company and them. The users shall also understand and agree that non-disclosure and/or misrepresentation and/or concealment of any material facts will make the proposal and/or quote and/or policy null and void *ab initio* (since inception) without any entitlement for refund.

6.4 The users would not do any activity, directly or indirectly, while using the website:

- To disrupt and/or interfere with security of, or otherwise abuse, the website, portals or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked websites;
- To uphold, post or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
- To create or use a false identity on this Site;
- To do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the material available on the Company's online portal, nor to upload any material that contains any computer viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any software or equipment.
- To obtain or attempt to obtain unauthorized access to the Orient Insurance Ltd online portal or any private member account.
- To obtain or attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access.

- 6.5 The sole responsibility for the actions and communications undertaken or transmitted under their usage lies with the users of this web portal.
- 6.6 The users undertake to comply with all applicable statutory instruments, laws and/or regulations within the Sri Lanka.
- 6.7 By using this online portal, the users hold the Company harmless against including but without limitation any and all damages and/or liabilities. The Company will not be liable for any inconvenience, loss of use, time, data, goodwill, or any other special, incidental, indirect, or consequential damages whatsoever related to or arising from the use of this website and its portals.
- 6.8 By using the website and online portals, the users undertake and acknowledge that in the event of any breach or threatened breach of the provisions of this undertaking and/or any unauthorized disclosure of confidential information which has caused and/or capable of causing definite and irreparable damages of any kind, the users shall be liable civil and/or criminally under the laws of Sri Lanka for all the liabilities, damages, costs and compensation, in addition to any other legal remedies which may be available to the Company.
- 6.9 The users also undertake that they have read these Terms and Conditions and are in agreement with the matters contained herein.

## **7. Governing Law**

Any matter relating to this website and/or the use of the website and/or any matter incidental thereto shall be governed by and construed in accordance with the relevant laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Sri Lankan Courts.