

Sign Up for Go Green Initiative



Plan Name:	
Date & Place	
Name of the Master Policy Holder	
Policy Number (for existing MPH partners) If you have more than one policy with the same signatories, please provide other policy numbers	
Options Opted for Please tick the box(es) selected	Registered Email ID <input type="checkbox"/> Digitally signed communication <input type="checkbox"/>

Select the appropriate product option:

Group Credit Protect Plus: Group Suraksha: Group Jeevan Suraksha:

Group Poorna Credit Suraksha: Group Poorna Suraksha:

Group Health Shield: GTI NEE: GTI EE (staff loans, etc):

Registered Email IDs:

With the help of this facility scanned and signed documents mailed through the registered/ authorized email IDs (maximum 4) will be treated as valid documents. No hard copy instructions would be required.

As authorized by the Board Resolution, we, the Trustees/ Authorized signatories have understood the terms and conditions with respect to the use of Virtual Instructions (as defined in the agreement below) and do hereby designate the email ID's mentioned below to be used to communicate or give instructions on our behalf for the above referenced policy number to HDFC Life Insurance Company Limited ('HDFC Life') **Email ID's through which email communication will be sent by the Master Policyholder to HDFC Life are as follows:**

We, the Trustees/ Authorized Signatories of the Master Policyholder hereby agree with the terms and conditions as mentioned in the Undertaking cum Indemnity Agreement below. We further understand and agree that HDFC Life is agreeing to provide us the above-mentioned facility(ies) solely basis the fact that we are signing the said Undertaking cum Indemnity Agreement.

Undertaking cum Indemnity Agreement

This Undertaking Cum Indemnity (**the "Deed"**) is executed on the day, month, year and at the place set out above by the authorized signatories of the Master Policyholder named above ("**Master Policyholder**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include; (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (c) in case of a Trust, the Trustee or Trustees of the Trust for the time being and from time to time; (d) in case of a Hindu undivided family, the Karta and the members for the time being and from time to time of the said Hindu undivided family and their respective heirs, executors, administrators and assigns; (e) in case of an individual proprietor, the proprietor's heirs, administrators, executors and legal representatives; (f) in case of an individual, the individual's heirs, administrators, executors and legal representatives; in favor of HDFC Life Insurance Company Limited, an insurance company, incorporated and registered under the Companies Act, 1956, and having its Registered Office at Lodha Excelus, 13th Floor, Apollo Mills Compound, N .M. Joshi Road, Mahalaxmi, Maharashtra, Mumbai - 400 011, (hereinafter referred to as '**the Insurer/HDFC Life**', which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in title and assigns) AS UNDER;

WHEREAS

- (i) The Policyholder holds an insurance policy with the Insurer, the details whereof are set out in the Go Green form above. The said policy, together with all such other policies that the Policyholder(s) may hold with the Insurer from time to time, whether in his/ its/ their name(s) or jointly with others, and having a unique Group/Account ID for each of such policies held with the Insurer and mentioned in Go Green form, shall hereinafter be referred to as the ("Policy(ies)").
- (ii) In its day-to-day business, the Policyholder(s), may be required to give instructions to the Insurer for operation of any of the said Policy(ies).
- (iii) The Policyholder(s) has approached and requested the Insurer to accept instructions/ transactions given on behalf of the Policyholder(s) through the registered email id ID as mentioned in the Go Green form above (hereinafter referred to as the "Virtual Instruction(s)") and the Insurer has agreed to accept such Virtual Instructions subject to the terms and conditions mentioned hereinafter.

TERMS & CONDITIONS:

The Virtual Instructions are required to be sent during business hours of the Insurer.

The Policyholder(s) shall ensure that the scanned copy of the instruction shall be sent only to the designated email addresses as given by the Insurer above in the Go Green form.

The Policyholder(s) agree and declare that they are aware of the risks involved, (which risks shall be borne fully by the Policyholder(s)) and have opted for such facility of their own free choice and hereby request and authorize the Insurer to rely upon and act on the Virtual Instructions. The Policyholder(s) are willing and agreeable to bear all associated risks, responsibility, and liability of any misuse or unauthorised unauthorized use of the Virtual Instruction facility.

The provisions of this writing shall apply to any and all matters, transactions, communications, directions, and instructions as carried out for and on behalf of the Policyholder(s) pursuant to the Virtual Instructions.

The Policyholder(s) hereby confirms that any Virtual Instructions shall be deemed to have been given by the Policyholder(s) and/ or their Authorized Signatory and such instructions shall be binding upon the Policyholder(s).

The Insurer shall be entitled to rely upon such Virtual Instructions so received and to act upon the same without being required or expected to carry out an independent verification as to the authenticity or validity of such Virtual Instructions.

The Policyholder(s) agree that, notwithstanding anything to the contrary contained in this Deed, the Insurer shall not be obliged to act on the basis of any Virtual Instructions in the event that:

- (i) the Insurer does not, in good faith, believe the Virtual Instructions to be genuine;
- (ii) the Insurer suspects, in good faith, that the Virtual Instructions have not been sent by the Policyholder(s) and/ or, as the case may be, the Authorized Signatory; or
- (iii) there is an error in transmission or reception of such Virtual Instructions to the Insurer and the Insurer has not received or the Insurer, in good faith, believes or suspects that it has not received the complete and correct Virtual Instructions; or
- (iv) there is any ambiguity, lack of clarity, or incompleteness in the Virtual Instructions received by the Insurer.

The Policyholder(s) further agree and undertake that the Insurer shall not be liable or responsible for not acting on the basis of any Virtual Instructions in the circumstances mentioned above or any consequences of whatsoever nature including, without limitation, any losses, damages and/or expenses incurred by the Policyholder(s) arising as a result of or pursuant to the Insurer not acting on the basis of any Virtual Instructions as mentioned aforesaid.

The Policyholder(s) agree that in the absence of relevant and adequate information required by the Insurer for carrying out any transaction pursuant to receipt of the Virtual Instructions, as mentioned in the clause above or otherwise, the Insurer shall not be held liable or responsible for any delay in completion/ not effecting of such transaction and any resulting loss or damage to the Policyholder(s) on account thereof.

Notwithstanding anything to the contrary contained in this Deed, the Insurer may at any time, at its discretion, and without assigning any reasons for the same, require the Policyholder(s) to furnish additional information/ proof for verification of the authenticity of the Virtual Instructions.

The Policyholder(s) acknowledge that where any Virtual Instruction has been received by the Insurer in accordance with the stipulations contained herein, the Insurer shall not be responsible or liable for any loss suffered or other outgoings whatsoever caused, directly or indirectly, as a consequence of the Insurer having acted upon such Virtual Information, irrespective of any such Virtual Instruction being incorrect or incomplete.

Provided however, that the Insurer may, without being obliged to do so, await receipt of the Hardcopy prior to taking any action in connection with any Virtual Instruction. Further, the Policyholder(s) agree and accept that the storage of a photocopy, print out, or electronic record (as the case may be) of the a Virtual Instruction received from the Policyholder(s) or the Authorized Signatory shall be the conclusive evidence of any such instructions sent to the Insurer and the Policyholder(s) hereby undertake not to raise any objection in relation to the same. It is hereby clarified for the removal of doubt that the requirement of sending Hardcopy is only a procedural requirement and failure by the Policyholder(s) to send a Hard Copy of any Virtual Instruction to the Insurer shall not affect the authenticity of any such Virtual Instruction and shall not mean that any such Virtual Instruction has not been given.

Where the Insurer has, in its absolute discretion, decided not to act upon a Virtual Instruction until receipt of the Hard Copy, it shall not be required to furnish any explanations for the same to the Policyholder(s) or the Authorized Signatory, as the case may be.

In the event of any dispute relating to the actual terms of the Virtual Instructions, the records of the Insurer shall be final and binding on the Policyholder(s) and the Policyholder(s) shall not dispute the same.

The Policyholder(s) understand/s that information sent through the Internet is not encrypted and that the Internet is not a secure means of transmission. The Policyholder(s) acknowledge/s and accept/s that such unsecure transmission methods involve the risk of possible unauthorized alteration of data and/ or unauthorized usage/ transmission therefore for whatever purposes. The Policyholder(s) agree/s to exempt the Insurer from any and all responsibility/ liability of such misuse and not to hold the Insurer responsible for any such misuse and further indemnifies the Insurer and agrees to keep the Insurer indemnified, saved, and harmless, from time to time and at all times from and against any and all claims, losses, damages, costs, liabilities, charges, actions, suits, demands, penalties and expenses or other consequences incurred, suffered or paid by the Insurer or required to be incurred or paid by the Insurer and also against all demands, actions, suits, proceedings made, filed instituted against the Insurer, pursuant to, in connection with or arising out of or in relation to :-

1. The Insurer acting or refraining to act pursuant to, in accordance with or relying upon, any Virtual Instructions or otherwise pursuant to the request and authority conferred under this Deed; and/or
2. The Insurer acting pursuant to, in accordance with, or relying upon any Virtual Instructions received by the Insurer in accordance with the provisions of this Deed; and/or
3. Any unauthorized or fraudulent Virtual Instruction received by the Insurer on behalf of the Policyholder; and/ or
4. Non-receipt of any Virtual Instruction claimed to have been sent by the Policyholder; and/ or
5. Any errors, delays, or problems in transmission or unauthorized/ illegal interception, alteration, manipulation of electronic data or otherwise caused by using email as a means of transmission.

The Insurer shall not be under any obligation at any time to maintain any facility for the receipt of Virtual Instructions or to ensure the continued operations or availability of any such facilities or equipment. The Policyholder(s) acknowledge and confirm that the Policyholder(s) are aware of the nature of telecommunication services and internet services and that the Virtual Instructions may not be received properly and may be read by or be known to any unauthorized persons and the request to the Insurer to accept and act on the basis of such Virtual Instructions is for the sole convenience and benefit of the Policyholder(s). The Policyholder(s) agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the Insurer shall not be responsible in any manner for the same or breach of confidentiality caused due to such unauthorized access of Virtual Instructions and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom.

The rights existing under this Deed are without prejudice to the Insurer's other right, privileges, powers, and remedies in law and the Insurer may delay enforcing its rights without at any time losing them and any waiver of a right by the Insurer hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.

The Insurer may at any time without assigning any reason stop/ terminate the facility given to the Policyholder(s) of giving Virtual Instructions by e-mail by giving 15 (fifteen) days prior written notice in this regard. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and all the above indemnities given to the Insurer hereunder shall survive any such termination for a period of three years post termination of the policy(ies).

In the event that the Policyholder(s) desire to provide new email IDs or discontinue giving Virtual Instructions by e-mail as provided in this Deed, the Policyholder(s) shall deliver to the Insurer, prior written notice of seven (7) days or in this behalf. Such notice of discontinuation shall bind the Policyholder(s) forthwith upon the notice being given by the Policyholder(s). However, such notice of discontinuation shall not be effective as against the Insurer until the Insurer has acknowledged in writing to the Policyholder(s) that it has acted upon such notice.

Provided that such discontinuation shall not release the Policyholder(s) from the terms of this writing in respect of any action taken or omitted to be taken by the Insurer in accordance with the Virtual Instructions or directions contained in any Virtual Instruction or the terms of this writing prior to such acknowledgement by the Insurer.

Governing law and dispute resolution

The construction, validity, and performance of this agreement shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the Courts at in Mumbai.

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands

Signed and delivered for and on

Behalf of the Master Policyholder

Please affix Company Stamp.

In the presence of:

- 1.
- 2.