

TERMS & CONDITIONS

A. GENERAL

This website <https://www.cioins.co.in> (“**Website**”) is operated by the Council for Insurance Ombudsmen (“**CIO**”), which has been constituted under the Insurance Ombudsman Rules, 2017.

The terms “**CIO**”/ “**we**”/ “**us**”/ “**our**”/ “**OIO**” refer to the operator of the Website; i.e., the Council for Insurance Ombudsmen and shall also include its stakeholders which shall *inter alia* include deputation employees, subject matter specialists, and other contractual personnel engaged with all the offices of Insurance Ombudsman (OIO) and CIO on a fixed-term basis. We enable aggrieved policyholders who have been issued insurance policies on personal lines of business, to register a complaint with the office of Insurance Ombudsman (OIO) either through our website or through written communication by e-mail or signed letter.

The terms “**User**”/ “**Complainant**” / “**you**”/ “**your**” refers to the user of the Website. Your access and usage of this Website shall be governed by these Terms and Conditions (“**T&C**”) as may be posted on this Website from time to time. By accessing, using and browsing this Website, you acknowledge and expressly agree that you have read and understood the following T&C and you agree to be bound by such T&C. By registering on the Website to lodge a complaint, you confirm that you are at least 18 (eighteen) years of age or older.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of this website.

B. SERVICES

We provide services in relation to the specific functions as specified in Rule 13 of Insurance Ombudsman Rules, 2017. Insurance Ombudsman is authorised to receive and consider complaints alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds: —

- (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- (b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
- (c) disputes over premium paid or payable in terms of Insurance Policy;

(d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;

(e) legal construction of insurance policies insofar as the dispute relates to claim;

(f) policy servicing related grievances against insurers and their agents and intermediaries;

(g) issuance of Life Insurance Policy, General Insurance Policy including Health Insurance Policy which is not in conformity with the proposal form submitted by the proposer;

(h) non-issuance of Insurance Policy after receipt of premium in Life Insurance and General Insurance including Health Insurance; and

(i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).

C. MANNER OF MAKING COMPLAINT

The Complainant is required to make a complaint as per Rule 14 of the Insurance Ombudsman Rules, 2017 either on the website or in person or by email or signed letter at the applicable office of Insurance Ombudsman (OIO).

To avail the grievance redressal services provided by the CIO using the website, the Complainant is required to register the complaint on the Website. This registration and consequent complaint lodging process may involve the submission of personally identifiable information, including but not limited to your name, email address, and phone number. To lodge an online complaint on our Website, you may be required to upload the copy of representation sent to the insurance company or insurance broker, letter/e-mail from insurance company/insurance broker rejecting the representation/repudiating the claim, KYC documents viz Driving license, Passport etc., copy of Insurance Policy, photograph and any other document pertaining to the complaint. We do not collect personal information of the Users unless such information has been disclosed voluntarily while registering with the Website and/or lodging the complaint.

By registering, you expressly consent to being contacted *via* telephone or email, using the information provided by you, either by us or our affiliates.

As per Rule 14(3) (a) of Insurance Ombudsman Rules, 2017(as amended from time to time) No complaint to Insurance Ombudsman shall lie unless—

(a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or insurance broker, as the case may be, named in the complaint and—

(i) either the insurer or insurance broker, as the case may be, had rejected the complaint; or

(ii) the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be, received his representation; or

(iii) the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;

(b) The complaint is made within one year—

(i) after the order of the insurer or insurance broker, as the case may be, rejecting the representation is received; or

(ii) after receipt of decision of the insurer or insurance broker, as the case may be, which is not to the satisfaction of the complainant;

(iii) after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be, if the insurer or insurance broker, as the case may be,] named fails to furnish reply to the complainant.

Insurance Ombudsman may condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be, against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.

Please familiarise yourself with the Insurance Ombudsman Rules 2017 which is available on our website www.cioins.co.in under the tab> Rules.

D. USAGE OF INFORMATION

Users' personal information will be treated as confidential and will be used by the offices of Insurance Ombudsman (OIO)/CIO and its affiliates solely for the purpose of providing grievance redressal services in terms of the Privacy Policy published on the website. By using these services, the User consents to the collection, storage, and use of their personal information for resolving grievances raised against insurance companies, their intermediaries, or related entities. However, nothing therein prevents the sharing of the submitted information to law enforcing agencies in such eventuality.

E. STORAGE AND RETENTION

We are committed to providing the Users with a safe and secure online experience. Any information shared by Users will be stored securely to ensure its confidentiality is preserved in accordance with the Privacy Policy published on website. This data will be retained for a reasonable period, as required for OIO/CIO to fulfil its responsibilities under the grievance redressal process.

OIO and CIO does not edit or modify any personal data of the Users, and such information is disclosed to third-party stakeholders strictly on a need-to-know basis. If you become aware of any potential data breach, please report it to us immediately.

F. COMPLAINT RESOLUTION IS FREE OF COST.

Insurance Ombudsman/CIO does not charge any fees for grievance redressal

G. BE ALERT AND PROTECT YOURSELF FROM FRAUD

Do not share your personal information —whether by scanning QR codes, clicking on links, or through any other means—with individuals or entities claiming to represent Insurance Ombudsman/CIO and promising to transfer money, bonuses, or offer services in lieu of money. We shall assume no liability for any transactions made with such individuals or entities. Any User making any kind of transactions with such individuals/entities will be doing the same at his/her own risk, cost and consequences.

H. EXTERNAL LINKS

This Website may contain hyperlinks to websites operated and maintained by external organisations or third parties. These links are referenced solely for your ease of reference and informational purposes. On opening such a link, you will be exiting our website and will become subject to the terms and conditions and privacy policy (or any other such policy irrespective of the terminology used) of the destination site. We do not guarantee the availability, reliability and accuracy of any data on such external sites. We do not sponsor or maintain or control such hyperlinked websites and expressly disclaim any liability or responsibility for any expense, loss or damage including, without limitation, indirect or consequential loss or damage arising out of your usage of such external sites. Furthermore, we assume no responsibility for any data breaches or other security concerns including but not limited to infringement of your intellectual property rights arising out of usage or reliance on content of such external sites.

I. GOVERNING LAW AND JURISDICTION

These T&C and any actions related to these T&C shall be governed by the laws of India. Any dispute arising in respect to these T&C shall be subject to the jurisdiction of the Courts in Mumbai, India.

J. **AMENDMENTS**

CIO reserve the right to modify, update or delete any part of these T&C at its sole discretion and without any prior notice. Any such modifications to the T&C shall be effective immediately upon being published on this Website and will automatically form part of these T&C. By continuing to access this Website, you will be deemed to have accepted the updated T&C and be bound by the updated T&C. At any time if you do not wish to be bound by the T&C, terminate usage of and access to this Website immediately

K. **CHANGE IN LAW**

In the event of any change in applicable laws, rules, regulations, or official directives issued by the competent authority, such change in law shall become automatically applicable and binding on both the Complainant and the CIO from the effective date of such change. The provisions of these Terms and Conditions shall be deemed to be amended to the extent necessary to give effect to such change in law, and both Parties shall act in compliance therewith without the requirement of further notice or formal amendment.

L. **MISCELLANEOUS**

Intellectual Property: All content and information including but not limited to logos, photographs, and other materials available on the Website, are the property of CIO and is protected by the appropriate Intellectual Property Laws. All associated intellectual property rights are owned exclusively by Us. Any unauthorized copying, distribution, modification, or use of this content is expressly and strictly prohibited.

Annexures: Annexures, if any, to these T&C, shall form an integral part of the T&C and any reference to these T&C shall by extension also include such Annexures.

Severability: In the event any clause of these T&C becomes unenforceable or illegal or is rendered invalid, the legality and enforceability of the remaining clauses shall remain unaffected.

Assignment: Any attempt to assign or transfer any obligation or right accrued under these Terms and Conditions shall be void.

Disclaimer and Limitations: Significant efforts have been made by the CIO to make the content and details available on the Website error free. However, we do not warrant the accuracy of the same and do not assume any liability for it. Every reasonable precaution has been taken to safeguard the personal data of the User; however, we assume no liability for any internet frauds, hacking and similar events.

M. **GRIEVANCE REDRESSAL**

Any complaints, queries or concerns in relation to the content of the Website and these T&C, can be communicated to us at: inscoun@cioins.co.in

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