

**Cover Page**

**Welcome to**

**“Digit Burglary Insurance Policy”**

**(Commercial)**

**UIN: IRDAN158CP0117V01201819**

Inside:

**Let’s get started!**

You’re already awesome because you decided to protect your most important asset, your Property.

While you’re reading this policy, if you get confused or have a query, or you are referring to this policy because you have a claim to make, please call us at 1800-258-5956 or mail us at [hello@godigit.com](mailto:hello@godigit.com)

This Policy Wording provides detailed terms, conditions and exclusions for all Covers available under this Product. **Kindly refer to the Policy Schedule/Certificate of Insurance to know exact details of Covers opted by You.** Only Wordings, Terms and Conditions related to Covers mentioned in Your Policy Schedule/Certificate of Insurance are applicable.

*Disclaimer: The Description mentioned under “Digit Simplification”/ “Examples” throughout the Insurance Policy is only to aid Your understanding of the Coverage/Benefit Offered. In case of dispute, the Terms and Conditions detailed in the Policy Document and Policy Schedule/Certificate of Insurance shall prevail.*

## **Digit Burglary Insurance Policy** **(Commercial)**

### **1. PREAMBLE**

Whereas the Insured described in the Policy Schedule/Certificate of Insurance has made a Proposal and declaration to Go Digit General Insurance Limited (hereinafter called the “Company”), which shall be the basis of this Insurance and has paid the premium specified in the Policy Schedule/Certificate of Insurance as consideration for the indemnity hereinafter contained for the Policy Period stated in the Policy Schedule/Certificate of Insurance or during any further Period for which the Company may accept payment for the renewal or extension of this Policy:

### **2. OPERATIVE CLAUSE**

*Digit Simplification: This is to tell you that basis all ‘terms & conditions’ we will compensate you for damage to the premises & the property.*

We agree, that if any time during the said period or during any other period for which We may accept payment for the renewal of this Policy, to indemnify You for:

1. Any loss of or damage to the Property described in the Policy Schedule/Certificate of Insurance or any part thereof whilst contained in the Premises described in the Policy Schedule/Certificate of Insurance during the Policy Period due to Burglary or Housebreaking or Robbery or Hold-up.
2. Any damage to the Premises described in the Policy Schedule/Certificate of Insurance resulting from Burglary or Housebreaking or Robbery or any attempt thereat by the person or persons committing or attempting to commit such theft during the Policy Period, which includes:
  - a) the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points
  - b) Damage to Safe and/or Strong room within the Insured Premises

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item mentioned above or the Total Sum Insured stated in the Policy Schedule/Certificate of Insurance.

### **3. DEFINITIONS**

1. **Burglary/Housebreaking** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal contents/property therefrom.
2. **Business** means the business of the Insured as stated in the Policy Schedule/Certificate of Insurance and no other.
3. **Business Hours** means the normal trading hours or whilst the Insured or their authorized employees are on the premises for the purposes of the business.
4. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place.
5. **Computers** mean electronic data processing equipment including software programs.
6. **Contents** mean the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below:
  - a) Furniture, Furnishings, Carpets, Curtains and items of similar nature

- b) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;
  - c) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;
  - d) Advertising material and display equipment;
  - e) Where the Insured is a tenant of leased or rented premises:
    - i. landlord's fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;
    - ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;
  - f) but does include (unless specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance):
    - i. Stock;
    - ii. Specified Items;
    - iii. Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,
    - iv. Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the insured premises; - Watercraft, aircraft, locomotives or rolling stock, including their accessories.
    - v. Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
    - vi. Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
    - vii. Clothing and Personal Effects like toiletries, shoes, personal care items, books and items of similar nature.
7. **Documents** means written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to the Insured, or in their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.
8. **Deductible or Excess** means the amount stated in the Policy Schedule/Certificate of Insurance, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
9. **Employee** means any person with whom the Insured has entered into a contract of service.
10. **Hold up** means forcible removal by actual or threatened violence against the Insured.
11. **Limit of Indemnity** means the amount stated in the Schedule to this Policy, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period for each category of contents specified in the Policy Schedule/Certificate of Insurance and at all times subject to General Condition No. 9 of the Policy. The limit of Indemnity also represents either the selected percentage of value at risk or specific amount opted in case of a policy taken on "First Loss Basis".
12. **Loot** means seizing and carrying away Property by force and violence especially in riots or war.
13. **Pilferage** means the theft of contents in small quantities by a person authorized to stay on the insured premises and deal with the contents (employee).

14. **Premises** means the buildings at the situation including outbuildings but excluding any garden, yard, open veranda, or other fixed attachments and fixed accessories thereof.
15. **Property/Property Insured** means contents, specified Items, stock.
16. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule/Certificate of Insurance and terminating at Policy End Date and time as specified in the Policy Schedule/Certificate of Insurance to this Policy.
17. **Policy** means the Proposal, Policy Wording, the Policy Schedule/Certificate of Insurance and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
18. **Proposal** means any written, electronic, recorded verbal proposal by answering the questionnaires and declarations, statement and any information in addition thereto supplied to Us by You or by someone on Your behalf, being the basis on which We have agreed to issue the Policy.
19. **Ransack** means any loss or damage to the Property while searching through or examining the premises insured in a violent and/or careless way.
20. **Robbery: Theft** is "robbery" if, in order to the committing of the theft, or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender, for that end, voluntarily causes or attempts to cause to any person death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint.
21. **Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of Money, valuable items, and Access to which is restricted.
22. **Strong Room** means a room within the Insured Premises designed for the secure storage of Money, and Access to which is restricted
23. **Situation** means the address of the Insured premises shown in the Policy Schedule/Certificate of Insurance.
24. **Specified Items** mean property specifically described in the Schedule under specified Items.
25. **Spillage** means and includes the flow, movement, fall or spread of contents over the edge of or outside the container/premises described in the Policy Schedule/Certificate of Insurance.
26. **Stock** means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
  - a) merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
  - b) materials used in making and packing;
  - c) consignment stock;
  - d) goods held in trust or on commission;
  - e) pallets and containers;
  - f) consumable materials used in the operation of machinery;
  - g) but does not include:
    - i. Contents;
    - ii. Specified Items;
    - iii. Money.
27. **Policy Schedule/Certificate of Insurance** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
28. **Sum Insured** means the monetary amount shown against each item under the Policy Schedule/Certificate of Insurance which shall be our maximum liability.
29. **Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf

of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

30. **Theft** shall mean intending to take dishonestly any movable property out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such property and does not include larceny, pilferage and the like.

#### 4. SUM INSURED BASIS

The Sum Insured Opted by You at Inception or Renewal will be as per one of the following basis mentioned in Your Policy Schedule/Certificate of Insurance:

1. **Market Value Basis**

*Digit Simplification: The value of the property after considering depreciation due to age, usage and condition.*

Sum Insured on Market Value Basis shall represent the Replacement Value of similar Property less depreciation for age, usage and condition.

**Please Note:** Market value for Stocks means the Procurement Value of Stocks from the same or similar source with suitable increase for inflation, if any.

2. **Reinstatement Value Basis**

*Digit Simplification: This value means the value of similar new property without considering depreciation due to age/wear and tear.*

Sum Insured on Reinstatement Basis shall represent the Replacement Value of the Insured Property by a New Property of same kind, type and capacity without deducting depreciation for age, usage and condition.

**Please Note:** Sum Insured for Stock cannot be on Replacement Value Basis.

3. **First Loss Basis**

*Digit Simplification: This Sum Insured is chosen in cases where You anticipate that the Total Loss of Your Property is extremely unlikely, and You choose to insure the Property for a Sum less than the Actual Total Value of the Property. This is usually taken as a percentage of Actual Total Value.*

Sum Insured on First Loss Basis shall represent a percentage, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance, of the total value of Your Property.

Alternatively, the First Loss Basis Sum Insured can also be opted in terms of specific amount and shall be as mentioned in Your Policy Schedule/Certificate of Insurance.

#### 5. BASIS OF LOSS SETTLEMENT

Subject to the Special Condition No. 1. below, the deductible/excess stated in Your Policy Schedule/Certificate of Insurance and based on the Sum Insured Basis Opted by You, We may at Our option reinstate, replace or repair the lost or damaged Property covered under this Policy or pay the amount of loss/damage or may join with any other insure(s) in doing so.

1. **For Property Insured on Market Value Basis**

*Digit Simplification: Compensation will be equivalent to the current value of similar new property minus depreciation due to age, usage and condition.*

Where the Sum Insured is opted on Market Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the lost or damaged Property.

**2. For Property Insured on Reinstatement Value Basis**

*Digit Simplification: Compensation will be equivalent to the current value of similar new property without considering any depreciation due to age, usage and condition.*

Where the Sum Insured is opted on Reinstatement Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property which excludes any allowance for betterment i.e. the replacement value will be for a new Property of same type, kind, capacity and specification.

**3. For Property Insured on First Loss Basis**

*Digit Simplification: Compensation value will up to the First Loss Limit mentioned in Your Policy Schedule.*

Where the Sum Insured in First Loss Basis:

- a) In the event of Total Loss/ Constructive Total Loss, Our Liability will be restricted to the First Loss Sum Insured Specified in the Policy Schedule/Certificate of Insurance.
- b) In the event of the loss not being a Total Loss/Constructive Total Loss, the Basis of Settlement will be as mentioned in 5.1 above.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the Total Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance.

**6. EXCLUSIONS (What's not Covered)**

This Policy does not cover the following unless specifically mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by the Policy:

1. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
2. Loss or damage by fire or explosion however caused.
3. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
4. Loss or damage caused by wear and tear or gradual deterioration.
5. Loss or damage occasioned by loot, ransack, spillage or pilferage.
6. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
7. Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by the Policy.
8. Consequential loss or damage or legal liability of any kind.
9. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval

or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

10. Damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. (unless specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance)

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

11. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to / by or arising from nuclear weapons material.
12. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
13. This Policy shall cease to attach:
- a) If the premises shall have been left uninhabited by day and night for thirty or more consecutive days and nights, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
  - b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
  - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
  - d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

## 7. SPECIAL CONDITIONS

### 1. Reinstatement of Sum Insured

*Digit Simplification: In case of an unfortunate event, a claim is made, that amount will be deducted from the total Sum Insured. To refill the sum insured to its original amount, you will have to pay an additional premium.*

Immediately upon the happening of any insured event, the Total Sum Insured and the Sum Insured upon various description of the property which have been lost or damaged shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent the maximum liability of the Company in respect of any further Claims made during the current Policy Period, unless the Company consents, upon the Insured's payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy.

## **2. Maintenance of Books & Keys**

*Digit Simplification: It is always a good practice to keep a tab on your accounts!*

The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the premises out of business hours, unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

## **3. Pair and Set Clause**

*Digit Simplification: Compensation will only consider the actual part that is lost or destroyed and not the entire set or pair that it was originally a part of*

Where the purchased item is part of a Pair or Set, the Insured shall be indemnified not more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set, unless this condition is specifically waived off by Us.

# **8. GENERAL CONDITIONS**

## **1. Notice**

All notices and communications in relation to this Policy are to be sent to the Company in writing.

## **2. Duty of Disclosure**

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.

## **3. Fraud**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

## **4. Reasonable Care**

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.

**5. Occupation of premises**

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company. No property may be abandoned to the Company.

**6. Alteration of Risk**

All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

**7. Prosecution**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**8. Indemnity**

If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

**9. CONDITION OF AVERAGE CLAUSE**

**Where Sum Insured is on Market Value Basis & Reinstatement Value Basis:**

If the property hereby insured shall at the time of happening of any loss, destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

**Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:**

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

**Where Sum Insured is on First Loss Basis in terms of Specific/Absolute Amount:** Condition of Average will not be applicable for Covers where Sum Insured is Opted on First Loss Basis in terms of Specific Amount.

#### **10. Claims Procedure**

- a. On the happening of any loss or damage the Insured shall immediately within 7 days give notice in writing to the Police and also to the Company detailing the circumstances of the case.
- b. The Insured shall within 14 days after such loss or damage shall have come to the Insured's knowledge deliver us a detailed statement in writing, of the loss and damage, with an estimate of the intrinsic of the property lost and the amount of damage sustained
- c. Tender to us all the reasonable information, assistance and proofs in connection with any claim. For Example: Books of account, vouchers, invoices, documents. This shall be at Insured's own expense.
- d. Submit duly filled Claim Form either written/verbal/electronic, Copy of FIR lodged with the Police along with any other supporting documents.

#### **11. Contribution**

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.

#### **12. Subrogation**

The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

#### **13. Arbitration**

If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provision of the Arbitration and Conciliation Act, 1996. as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

#### 14. Renewal

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### 15. Short Term Scale

Policies for a period of less than 12 months shall be issued at the rates set out hereunder:

Policy Period	Premium Rate
not exceeding 15 days	10% of the Annual rate
exceeding 15 days but not exceeding 1 month	15% of the Annual rate
exceeding 1 month but not exceeding 2 months	30% of the Annual rate
exceeding 2 months but not exceeding 3 months	40% of the Annual rate
exceeding 3 months but not exceeding 4 months	50% of the Annual rate
exceeding 4 months but not exceeding 5 months	60% of the Annual rate
exceeding 5 months but not exceeding 6 months	70% of the Annual rate
exceeding 6 months but not exceeding 7 months	75% of the Annual rate
exceeding 7 months but not exceeding 8 months	80% of the Annual rate
exceeding 8 months but not exceeding 9 months	85% of the Annual rate
exceeding 9 months	The full Annual Rate

#### 16. Cancellation

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. It is however, further stated that such cancellation by the insurer should only be exercised on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured.

**17. Geographical Limits**

This Policy shall cover Property situated within India Only.

**18. Law and Jurisdiction**

It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.

**19. Book-Keeping Warranty**

Warranted that the Insured keeps and during the whole of the Policy Period shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business.

This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

**20. Adequate Protection**

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the Policy Period.

**21. Damage Entry Warranty**

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

**22. Protection**

It is a condition precedent to liability under this Policy that: -

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.

- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

### 23. Reinstatement Value Policies Clause

Reinstatement value insurance may be granted on Machinery, Contents, Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of ..... ) within the policy being lost, destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the terms and conditions of the policy."

### 24. First Loss Clause

First loss coverage involves the selection by the Insured of a Sum Insured for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the Company will pay the whole amount of loss up to the limit of the Sum Insured. The options for First loss cover will be as follows:

**First Loss Cover with Partial Average:** Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk below average clause will be applicable:

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

**First Loss without Condition of Average: or delete the Under-insurance Condition completely:** Condition of Average will not be applicable where the First Loss Policies has been issued in terms of specific / absolute amount, where there is remote possibility of total loss.

### 25. Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement/warranty; an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 and any subsequent changes or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to

influence any government and/or to put the public or any section of the public in fear for such purposes.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 26. Agreed Bank Clause

All policies in which a Bank has a partial interest shall be made out in the name of the Bank and Owner or Mortgagor and shall contain the following clause: -

" It is hereby declared and agreed: -

- a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all parties insured hereunder.  
N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.
- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of Condition (3) of "GENERAL CONDITIONS APPLICABLE TO ALL COVERS" of Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alteration or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk first took place
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available."

NOTE: - In cases where the name of any Central Government or State Govt. owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or L.I.C. of India is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the policy substituting the name of such institution in place of the word 'Bank' in the said clause

## **9. CUSTOMER GRIEVANCE REDRESSAL POLICY**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances,

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 2550120 / 02/05/06, Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, P ID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011- 23239633 / 23237532, Fax: 011- 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati – 781001 (ASSAM). Tel.: 0361- 2132204 / 2132205, Fax: 0361- 2732937, Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 2331212, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363, Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabimnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Orayya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411030. Tel.: 020-41312555, Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@gbic.co.in