DIGIT COMMERCIAL VEHICLE LIABILITY ONLY POLICY - POLICY WORDING

WHEREAS the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Go Digit General Insurance Ltd. (herein after referred to as “Company/DIGIT”) for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events occurring during the period of insurance.

NOW THIS POLICY WITNESSETH:
That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon.

i. LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the motor vehicle anywhere in India against all sums including claimant’s costs and expenses which the insured shall become legally liable to pay in respect of:
   a. Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act
   b. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor vehicle on the insured’s order or with insured’s permission provided that such driver shall as though he/she were the insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option
   a. Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy; and
   b. Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

ii. PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms, exceptions, conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst mounting into/dismounting from the vehicle insured or whilst
traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

<table>
<thead>
<tr>
<th>Nature of Injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>iv) Permanent total disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that

1. Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of ₹___lakhs during any one period of insurance.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to
   a. Intentional self-injury, suicide or attempted suicide, physical defect or infirmity or
   b. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.

This cover is subject to

   I. The owner-driver is the registered owner of the vehicle insured herein;
   ii. The owner-driver is the insured named in this policy.
   iii. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
   a. being used otherwise than in accordance with the “Limitations as to Use” or
   b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause
2. The Company shall not be liable in respect of any claim arising out of any contractual liability;
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

CONDITIONS
This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been
attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident in the event of any claim. Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately after the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any accident which may give rise to a claim under this Policy.

2. No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

3. The insured shall take all reasonable steps to maintain insured vehicle in efficient condition and the Company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.

4. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

5. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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 condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

7. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:

- Death Certificate in respect of the insured
- Proof of title to the vehicle
- Original Policy
CANCELLATION

Cancellation by Insurer: A Policy may be cancelled by the insurer on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured seven days’ notice of cancellation by recorded delivery to the Insured’s last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.

Cancellation by Insured: A Policy may be cancelled at the option of the insured with seven days’ notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to:

a. There being no claim under the policy, and
b. The retention of minimum premium as specified in the Indian Motor Tariff (IMT) 2002.

c. A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.

In case of cancellation of policy by the insured, premium would be retained as per below table:

<table>
<thead>
<tr>
<th>Period</th>
<th>% of Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Exceeding 1 month</td>
<td>20%</td>
</tr>
<tr>
<td>Exceeding 1 month but not exceeding 2 months</td>
<td>30%</td>
</tr>
<tr>
<td>Exceeding 2 months but not exceeding 3 months</td>
<td>40%</td>
</tr>
<tr>
<td>Exceeding 3 months but not exceeding 4 months</td>
<td>50%</td>
</tr>
<tr>
<td>Exceeding 4 months but not exceeding 5 months</td>
<td>60%</td>
</tr>
<tr>
<td>Exceeding 5 months but not exceeding 6 months</td>
<td>70%</td>
</tr>
<tr>
<td>Exceeding 6 months but not exceeding 7 months</td>
<td>80%</td>
</tr>
<tr>
<td>Exceeding 7 months but not exceeding 8 months</td>
<td>90%</td>
</tr>
<tr>
<td>Exceeding 8 months</td>
<td>Full Annual Premium/Rate</td>
</tr>
</tbody>
</table>

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 grievance@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 seniorcitizen@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

The contact details of the Insurance Ombudsman centers are mentioned below: