

## **DIGIT TWO-WHEELER LIABILITY ONLY POLICY -LONG TERM (5 YEARS)**

### **PROSPECTUS**

#### **Go Digit General Insurance Ltd.**

Go Digit general insurance Ltd. (Digit) is a new general insurance company being set up in India and is backed by Fairfax Financial Holdings Ltd. Fairfax is a large Canada based diversified financial services group engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

At Digit, our mission is to make Insurance products that are simple and transparent. For us, making Insurance simple translates into – Easy interface for customers to interact with us, Simple products, Simple and effective claims' process. Our goal is to offer products and services that customer really wants and back it by service, that we can be proud of. We have a team that brings in years of experience in Insurance and technology companies. We want to become a part of consumers' lives and enable them to live without worrying about uncertain future.

#### **Product Introduction**

At Digit, we understand the potential risk and liability associated with the ownership of a Two-wheeler and hence, we have designed "Digit Two-Wheeler Liability Only Policy- Long Term (5 Years)" that offers a complete protection for:

- Liability to Third Parties
- Personal Accident Cover for Owner-Driver

#### **What are the perils/liabilities for which cover is provided?**

##### **1. Liability To Third Parties**

- a. 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:
  - i. Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act
  - ii. 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.
- b. The Company will pay all costs and expenses incurred with its written consent.
- c. 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, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- d. 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, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- e. The Company may at its own option
  - i. 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
- ii. Undertake the defence 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.

### **Avoidance of Certain Terms and Right of Recovery**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

### **Application of Limits of Indemnity**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

## **2. 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:

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

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 15 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.

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.

#### **What am I not covered for?**

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 or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. 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.

#### **What are the conditions applicable to this policy?**

Below conditions are applicable to this policy:

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 damages 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. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and (provided no claim has arisen during the currency of the policy) the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by 106 blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
5. 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.
6. The due observance and fulfilment 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:
  - a. Death Certificate in respect of the insured
  - b. Proof of title to the vehicle
  - c. Original Policy

#### What are the Policy Period Options under this Policy?

We have provided choosing policy period of 5 Years.

#### How do I get the premium amount for insuring my two-wheeler against liability only cover?

Based on filled proposal form and information furnished, we will provide you with the premium amount.

#### Is there any provision to cancel the policy?

Yes, the Policy can be cancelled as below:

**Cancellation Due to Total Loss/Constructive Loss:** In case of cancellation due to Total Loss/Constructive Total Loss of the Insured Vehicle the amount of Liability Only premium for the full unexpired year(s) shall be refunded.

**Cancellation by Insurer:** A Policy may be cancelled by the insurer on the grounds of misrepresentation, fraud, nondisclosure 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:** The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided there being no claim under the policy. The insured shall be entitled for premium refund at the Company's Short Period Scale provided in table below. Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the In case of cancellation of policy by the insured, premium would be retained as per below table:

% of Premium to be Refunded	Five Years Policy Term
80%	Not exceeding 9 months
70%	Exceeding 9 months but not exceeding 15 months
60%	Exceeding 15 months but not exceeding 22 months
50%	Exceeding 22 months but not exceeding 28 months
40%	Exceeding 28 months but not exceeding 35 months
30%	Exceeding 35 months but not exceeding 41 months
20%	Exceeding 41 months but not exceeding 47 months
10%	Exceeding 47 months but not exceeding 54 months
0%	Exceeding 54 months

A Refund of premium will be subject to:

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

No Motor Third Party Insurance may be cancelled by either the insurer or the insured except on the following grounds:

- Double Insurance
- Vehicle not in use anymore because of Total Loss or Constructive Total Loss
- In the event the vehicle is sold and/or transferred.

### What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No.: 1800 258 5956. You can, alternatively, also register a claim by email on: [hello@godigit.com](mailto:hello@godigit.com)

Please keep below details handy at the time of registering claims as this information will help us serve you faster:

Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

**IMPORTANT NOTE:** Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.

