

Digit Comprehensive General Liability Policy (Commercial)

Add on Cover Wordings

Below mentioned are the add on covers available under Digit Comprehensive General Liability Policy (Commercial). The add on covers applicable to Your Policy are mentioned in Your Policy Schedule.

Sr. No.	Name of Add-Ons/Clauses/Endorsements	UIN
1.	Employee Benefit Liability	IRDAN158CP0006V01201920/A0005V01202122
2.	Terrorism Legal Liability Coverage	IRDAN158CP0006V01201920/A0004V01202122
3.	Absolute Communicable Disease Exclusion	IRDAN158CP0006V01201920/A0006V01202122
4.	Absolute Cyber Exclusion	IRDAN158CP0006V01201920/A0003V01202122

1. Employee Benefit Liability

In consideration of the payment of additional premium, it is hereby agreed and declared that We will indemnify **You** for all amounts which You become liable to pay as **compensation** arising out of the **Employee Benefits Program** as detailed in the policy schedule which occurred during the **Policy Period**, subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions and Deductible of this Policy.

Provided that,

- i. a **claim** for **compensation** under the Employee Benefit Program did not occur before the **Retroactive Date**, if any, shown in **Policy Schedule** or after the end of the **Policy period**; and
- ii. a **claim** for **compensation** is first made against **You** during the **Policy period** or any **Extended Reporting Period** We agreed.

Specific Exclusion Applicable to Add on Cover - Employee Benefit Liability

This insurance does not apply to any claim based upon:

- i. The Insured's failure to comply with any law concerning Employee's Pension Scheme and /or Employee's compensation or any similar statute/law;
- ii. Any advice given by an Insured to an employee to participate or not to participate in any investment plan.

Definitions specific to Add on Cover - Employee Benefit Liability

- i. **Compensation** means monies paid or agreed to be paid by judgment or settlement and does not include
 - a. punitive, exemplary or multiplied damages;
 - b. fines, sanctions, taxes or penalties;
- ii. **Employee** means all the persons under a contract of service or apprenticeship or Volunteer with the Named Insured including leased worker, temporary worker, independent contractor in furtherance of your business etc.

Subject otherwise to the terms, condition, warranties and exclusion of the Digit Comprehensive General Liability Policy (Commercial).

2. Terrorism legal Liability Coverage:

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that **We** will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of a **Bodily Injury and/or Property Damage** directly caused due to Act of **Terrorism**.

Point no 14. War and Terrorism under "General Exclusion Applicable to All Section" will be amended to read as under:

14. War

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Subject otherwise to the terms, condition, warranties and exclusion of the Digit Comprehensive General Liability Policy (Commercial).

3. Absolute Communicable Disease Exclusion

1. We will not be liable under this Policy in respect of all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, Claims expenses, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

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4. Absolute Cyber Exclusion

Notwithstanding any provision to the contrary, this insurance excludes any Cyber Loss.

- **Cyber Loss** means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 1. the use or operation of any **Computer System** or **Computer Network**;
 2. the reduction in or loss of ability to use or operate any **Computer System, Computer Network** or **Data**;
 3. access to, processing, transmission, storage or use of any **Data**;
 4. inability to access, process, transmit, store or use any **Data**;
 5. any threat of or any hoax relating to 1 to 4 above;
 6. any error or omission or accident in respect of any **Computer System, Computer Network** or **Data**.
 - **Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
 - **Computer Network** means a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.
 - **Data** means information used, accessed, processed, transmitted or stored by a **Computer System**.

Subject otherwise to the terms, condition, warranties and exclusion of the Digit Comprehensive General Liability Policy (Commercial).