

# DIGIT CARRIER'S LEGAL LIABILITY POLICY

## **1. PREAMBLE**

Whereas the Insured named in the Policy Schedule hereto carrying on the business of Common Carriers and none other for the purpose of this insurance has applied to Go Digit General Insurance Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the premium as consideration for or on account of such indemnity for the period mentioned in the Policy Schedule.

## **2. OPERATIVE CLAUSE**

We will indemnify You against Your legal liability for actual Physical Loss of or Damage to Goods or Merchandise whilst being transported in India by a Vehicle, details of which are specified in the Policy Schedule, by You under a contract of carriage in writing Provided that:

- a) such loss or damage is directly caused by fire, explosion and/or accident to the carrying Vehicle stated in the Policy Schedule during the Policy Period and within the Duration stipulated hereunder, on account of Your negligence or negligence or criminal act of Your employees or servants; and
- b) the Vehicle is damaged by such fire or explosion or accident and a claim in respect thereof is admitted under the Motor Insurance Policy covering the same.

The indemnity shall also include the necessary and reasonably defence costs and expenses that may be incurred by You, with Our written consent, in defending the alleged legal liability claim in connection with the lost or damaged Goods or Merchandise covered under this Policy.

## **DURATION**

The Cover under this Policy shall apply only to fire or explosion or accident occurring during or after loading of the Goods on the Vehicle at the point of origin and until unloading of the same at the destination named in the contract of carriage or expiry of 3 days, unless specifically agreed otherwise and mentioned in Your Policy Schedule, after the first arrival of the Vehicle at the city or town of such destination, whichever may first occur.

Subject to the limits, terms, conditions, exclusions contained herein or endorsed hereon.

## **3. LIMIT**

The indemnity under this Policy shall not exceed:

- a) the Per Event Limit stated against AOA (Any One Accident) in the Policy Schedule for all loss/damage in respect of a fire or explosion or accident or series of fires or explosion or accidents, arising out of any one event or occurrence and
- b) in no case exceed the Total Sum Insured stated against AOY (Any One Year) in the Policy Schedule in respect of all loss or damage occurring during the Policy Period.

You shall bear the amount stated as Deductible in the Policy Schedule which shall be deducted out of each and every admissible claim.

## **4. DEFINITIONS:**

- (a) **Accident** means an event or omission which is sudden, unexpected and unintentional.
- (b) **Deductible** means the amount stated in the Policy Schedule, which shall be borne by You First in respect of each and every Claim made under this Policy.

- (c) **Policy Period** means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (d) **Policy** means the Proposal, Policy Wording, the Policy Schedule 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, Excess and Limitations.
- (e) **We, Us, Our, Insurer** means Go Digit General Insurance Limited
- (f) **You, Your, Insured** means a person or an entity or an organization named in the Policy Schedule

## 5. **EXCLUSIONS:**

We shall not be liable to indemnify You under this Policy in respect of the following, unless specifically agreed otherwise and mentioned in Your Policy Schedule/Certificate of Insurance:

1. Liability for loss or damage to Goods or Merchandise due to accident occurring beyond the Policy Period and Duration of insurance stipulated in Your Policy Schedule.
2. Liability for death/injury/property damage under Motor Vehicles Act arising out of use of the Vehicle or liability of any other nature whatsoever except in respect of Goods or Merchandise as per terms of Coverage clause stipulated herein.
3. Liability undertaken by You under any contract or agreement unless such liability would have arisen and You would have been liable at law governing the carriage viz. the Carriage of Road Act, 2007 including amendments if any, notwithstanding such agreement.
4. Liability in respect of damage to Goods or Merchandise
  - a. belonging to You or to any of Your servant, agent or sub-contractor or to any other party, except those being transported by You under a contract of carriage entered into by You in its standard form.
  - b. in Your custody or control or any of Your servant's, agent's or sub-contractor's or any other party's custody or control, except such Goods or Merchandise are transported by You under a contract of carriage entered into by You in its standard form.
5. Liability for loss or damage to Goods or Merchandise arising from:
  - a. Inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable Goods.
  - b. Depreciation, delay, loss of market, or any action including confiscation by a lawful or any Public Authority
  - c. Consequential Loss arising from loss or damage to Goods.
  - d. War (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God,
  - e. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.
  - f. any change in Law after issue of this insurance
  - g. refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit, License or sanction or deciding to revoke or qualify any such permit.
  - h. strikes and/or riots
  - i. Acts of Terrorism
  - j. Contraband or Goods which are being smuggled or otherwise transported illegally.

## 6. **GENERAL CONDITIONS**

**1. Entire Contract**

The Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law

**2. Observance Of Terms And Conditions**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by You and/or Your agents or servants insofar as they relate to anything to be done or complied with by You, shall be condition precedent to Our liability to make any payment under this Policy.

If there shall be any misstatement in or omissions of a material fact from the information supplied by You whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited.

No transfer in the interest in this Policy and no waiver of any terms, provisions, conditions and endorsements of this Policy or renewal thereof shall be valid unless made in writing and signed by Us

**3. Duty Of Disclosure**

This Policy shall be void and all premiums paid hereon shall be forfeited to Us in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

**4. Alterations to the Policy**

The Policy shall also stand cancelled with immediate effect if:

- a. The laws relating to carriage of Goods are altered in any way
- b. Any change occurs in the ownership or management of the Insured or the area of Operation
- c. Any material change occurs in the information provided in the proposal form unless such change or alteration is brought to the notice of the company in advance and revised terms and premium required by the Company are agreed to and paid.
- d. In the event of such cancellation after a claim has arisen during the current Policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of cancellation, pro-rata refund of premium for complete unexpired months shall be allowed.

**5. Notices And Alterations To The Policy**

Every notice and communication to Us required by this Policy shall be in writing.

**6. Fraud**

If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.

**7. Duties of Insured**

- a. It is duty of the Insured and his/her employees/agents in all circumstances, to act with reasonable dispatch and take such measures as may be necessary for the purpose of averting or minimizing a loss.
- b. You shall always ensure that all rights against bailees, or other third parties are properly preserved and exercised as a condition precedent to claim under this Policy.
- c. You shall at all times exercise necessary care to ensure that:
  - I. only competent employees and agents are employed to handle the Goods and the Vehicles;
  - II. the Vehicles and their accessories and fittings are maintained in sound roadworthy condition and are fit for the purpose for which they are used;
  - III. all statutory requirements including Rules and Regulations imposed by any public authority are duly observed and complied with in respect of use of the Vehicle and carriage of the Goods.
- d. The details of all contracts of carriage issued, freight earned and of all vehicles employed or utilized shall be properly recorded and the Insured shall at all times allow the Company to inspect such account and records and furnish copies as may be required by the Company

- e. The Insured shall maintain written record at each of its depots or delivery stations of the condition and nature of Goods received in an apparently damaged condition immediately at the time of such receipt.

#### 8. Claims

- a. Upon the happening of any event or occurrence giving rise or likely to give rise to a claim under the Policy You shall:
- I. Immediately and in any event within 7 days, from the date of occurrence of the accident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule and at Your own expense, furnish all such information, explanation, vouchers, proof and such other evidence to substantiate the claim as may be reasonably required by Us. In no case shall the Company be liable for any loss or damage not notified to the Company within 15 days of the happening of the event.
  - II. Take effective and immediate action against person or persons responsible for the occurrence resulting in the loss or damage to the Goods or Merchandise and recover the same.
  - III. Take steps to secure the Goods or Merchandise from further loss/damage.
- b. Your Failure to comply with the above shall discharge Us from liability towards loss or damage arising out of such event.
- c. Any notice of claim or proceeding against You for loss or damage to Goods or Merchandise in circumstances covered by this Policy shall be immediately intimated in writing to Us.
- d. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You in respect of any claim made or likely to be made under this Policy, without Our prior written consent.
- e. We may at Our sole discretion, have the right to take over and conduct in Your name the defence or settlement of any claim against You or to prosecute in Your name any claim for recovery of loss incurred under this Policy from any third party who may be liable to You. We shall have the full discretion in the conduct of such proceedings including settlement thereof and in such event You shall provide all necessary information, assistance and support as We may require in that behalf. Your obligation shall include attendance at hearings, trials, tendering oral and documentary evidence, securing the attendance of witnesses and in such manner as may be necessary for effective defence, settlement or prosecution by the Company.

#### 9. Claim Settlement

We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

#### 10. Subrogation

Upon settlement of a claim, the Company shall be entitled to subrogation of rights and remedies that You may have against any other party in respect of the loss or damage to Goods or Merchandise.

#### 11. Contribution

If in respect of any liability covered by this Policy there is any other insurance covering the same liability of the Insured, We shall not be liable to pay or contribute more than a rateable proportion of such liability. This Condition shall apply notwithstanding the existence of any clause or condition of non-contribution or non-participation in the other insurance Policy or cover, unless specifically agreed other wise and mentioned in Your Policy Schedule.

#### 12. 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

**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 on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

### 13. Renewal Notice

We shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

### 14. Reinstatement of Limit of Indemnity

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Reinstatement of limit of indemnity to the original level, will be as per the mutual agreement between the Insured and the Insurer, on payment of extra premium.

### 15. Limitation Period

It is 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 12 calendar months from the date of such disclaimer have been made the subject matter of any suit or proceeding in a Court of Law or other forum having jurisdiction, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable thereafter.

### 16. Governing Law

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India

### 17. Grievances

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

### 18.

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 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase,	Karnataka.

	Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
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@cioins.co.in	Madhya Pradesh Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.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@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & 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@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochín Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman,	West Bengal,

	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	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@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, 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@cioins.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 Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, 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@cioins.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 – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

19. Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)