# Digit No Fault Liability Policy (Commercial)

**UIN:** IRDAN158CP0001V01202021

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Preamble
The proposal and declaration provided by the Named Insured to Us, Go Digit General Insurance Limited (hereinafter called DIGIT/Us/We/Our), forms the basis of this insurance and having received premium from the Named Insured, We agree to issue this Policy and indemnify the Named Insured up to the Limit of No Fault Liability, subject always to the following terms, conditions, exclusions, and limitations in excess of the amount of the Deductible and Participation Percentage.

Definitions
1. Advertising injury
   Advertising injury means any unintentional:
   1.1. defamation, libel, slander;
   1.2. infringement of copyright of, or passing off a title or slogan;
   1.3. unfair competition, piracy or idea misappropriation contrary to an implied contract;
   1.4. invasion of privacy; or
   1.5. breach of misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory;
   committed or alleged to have been committed during the Policy Period in any communication given to the public in any form of print media, publication, telecommunication, radio, television, internet or other forms of electronic communication and arising out of Your advertising activities in connection with Your Business or Your Products.
2. Bodily Injury
   Bodily Injury means physical injury, sickness or disease, which may or may not result into disablement or death, as specifically detailed in the No Fault Liability Schedule
3. Business
   Business means all activities and operations stated in the Policy Schedule including:
   3.1. The ownership and occupation of premises, including repair and maintenance of property owned or for which You are responsible;
   3.2. any prior Business activities which have ceased or have been disposed of but for which You have retained legal liability which are declared and agreed by Us
   3.3. the provision or management of canteen, social, sports, Welfare or childcare services or activities for Your Employees and internal first aid, fire, security and ambulance services;
   3.4. construction of or alteration to buildings owned by You;
   3.5. hire or loan of plant, equipment or goods.
4. Claim
   Claim means any written demand upon You for no fault liability Compensation following Bodily Injury and/or Property Damage as opted and mentioned in Your Policy Schedule.
5. Compensation
   Compensation means monies agreed to be paid by Us as per No Fault Liability Schedule for settlement of Bodily Injury and/or Property Damage as opted.
6. Coverage Territory
   Coverage Territory means the country of location of Your Business mentioned in the Policy Schedule;
7. Deductible
   Deductible means
   The amount stated in the Policy Schedule payable by You in a manner and at such time as required by Us.
   If more than one Deductible (Except Participation Percentage) is payable under this Policy for any one Claim or series of Claims arising from one Occurrence, the highest Deductible is the only Deductible payable by You,
8. Employee
   Employee means all the persons under a contract of service or apprenticeship with the Named Insured including “leased worker” and “temporary worker”.
9. Extended Reporting Period
   Extended Reporting Period means the period immediately after expiry of the Policy period, during which (subject to the provisions of Extended Reporting Period) You may notify Claims made, or Inquiries commenced, for Occurrences
which had taken place during the **Policy Period** but **Claims** thereof could not be made during the **Policy period**, provided, however, all **Claims** made during the **Extended Reporting Period** shall be handled as if they were made on the last day of the expiring **Policy period** and are subject to the limits of liability and the terms, conditions and exceptions of the **Policy**

The **Extended Reporting Periods**

- a. does not extend the **Policy period** or change the scope of coverage provided.
- b. does not reinstate or increase the **Limit of Liability**.
- does not apply to **Claims** that are covered under any subsequent insurance the Named Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.

**10. Loss Payee**

**Loss Payee** means:

Beneficiaries of No-fault Compensation including but not limited to Employees, vendors, as more specifically defined in **Policy schedule**

**11. Named Insured, You, Your**

**Named Insured** means an entity and its **Subsidiary** specified in the **Policy Schedule**.

**12. No fault Liability Schedule means:**

Schedule of **Compensation** amount as agreed by **Us** as per **No Fault Liability Schedule** attached to **Policy Schedule**.

**13. Occurrence**

**Occurrence** means

A fortuitous event or an accident, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions.

For the purposes of this **Policy**, where a series of, and/or several **Bodily Injuries** and/or **Property Damages** arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged event, condition, cause, all such **Bodily Injuries** and/or **Property Damages** shall be deemed to have been caused by the same single **Occurrence**, irrespective of the period or area over which the **Bodily Injuries** and/or **Property Damages** occur.

**14. Participation Percentage**

**Participation Percentage** means the specified Percentage of the admissible **Claim** amount as stated in the **Policy Schedule**.

You will pay the **Compensation** arising out of **Bodily Injuries** and/or **Property Damages** which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in the **Policy Schedule**.

No coverage will apply under this **Policy** if You obtain insurance for offsetting Your liability towards the **Participation Percentage**.

**15. Personal Injury**

**Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following Offenses:

- **15.1.** false arrest, detention, false imprisonment, wrongful imprisonment, malicious prosecution or humiliation;
- **15.2.** the publication or utterance of a statement that is libelous or slanderous, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual’s right of privacy except:
- **15.3.** when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this **Policy**; or
- **15.4.** when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf;
- **15.5.** wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- **15.6.** assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property;

**16. Policy period**

**Policy Period** means the period of time commencing on the **Inception Date** or **Retroactive Date** (as applicable) and terminating on the **Expiration Date and Time** shown in the **Policy Schedule**, at the address of the **Named Insured**, provided, however, that such **Expiration Date** may be modified in accordance with **General Condition 3 - Cancellation** of the **Policy**.

**17. Policy Schedule**
Policy Schedule means the document which includes but not limiting to details regarding the premium amount, Named Insured details, No Fault Liability Schedule details, Loss Payee details, Policy Period, Deductible and Participation Percentage, Limit of liability.

18. Pollutant
Pollutants means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials. Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

19. Pollution
Pollution means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

20. Policy
Policy means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

21. Proposal
Proposal means the proposal form submitted by the Named Insured in applying for this Policy and all information and documentation accompanying it and incorporated by reference.

22. Product
Product means
Any tangible goods or Products other than real Property after they have ceased to be in Your possession, custody or control which are or is deemed to have been manufactured, constructed, erected, installed, repaired, altered, serviced, renovated, treated, grown, extracted, produced, processed, assembled, imported, exported, sold, supplied, distributed or being traded under Your name or any person or organization whose Business or assets You have acquired, including any labelling, packaging, instructions and directions associated therewith and any container thereof other than a Vehicle associated with such container.
It does not include vending machines or other property loaned or rented to or located for the use of others but not sold by You.

23. Property Damage
Property Damage means:

a. Physical damage to, destruction of or Loss of tangible property including the Loss of use thereof at any time resulting therefrom subject to any properties specifically excluded in the Policy Schedule; or

b. Loss of use and/or Loss of value of tangible property which has not been physically damaged, physically lost or physically destroyed, provided such Loss of use and/or Loss of value is caused by physical damage to, physical Loss of or physical destruction of other tangible property subject to any properties specifically excluded in the Policy Schedule

24. Related Claim
Related Claim means any Claims alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances.

25. Retroactive Date
Retroactive Date means the date(s) as shown in Policy Schedule.
This insurance does not apply to Bodily Injury, Property Damage which occurs before the Retroactive Date, and is always subject to

a) Narrower of applicable Limits and
b) Lower of applicable coverage
c) Evidence of Expiring cover through until Retroactive Date

26. Terrorism
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 purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

27. We, Us, Our, Digit, Insurer
means Go Digit General Insurance Limited

28. Your work means:
28.1. Work or operations performed by You or on Your behalf; and
28.2. Materials, parts, or equipment furnished in connection with such work or operations.

Your work includes:
a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your work; and
b. The providing of or failure to provide warnings or instructions.

Coverages

Insuring Clause
We will pay You and/or Loss payee for all amounts as agreed by Us as per the No fault Liability Schedule, for which You become liable to pay as Compensation arising out of the following Occurrence during the Policy period within the Coverage Territory as a result of a Claim made by You and/or Loss payee in connection with Your Business, subject always to the Limit of No fault Liability mentioned in the Policy Schedule, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

a. Bodily Injury;
b. Property Damage;

Provided that,

I. The bodily injury or property damage did not occur before the Retroactive Date, if any, shown in Policy Schedule or after the end of the Policy period or till such period if specifically agreed and mentioned in Policy Schedule; and

II. A Claim for Compensation arising out of the bodily injury or property damage is first made against You, in accordance with the paragraph (III) below, during the Policy period or any Extended Reporting Period We agreed.

III. A Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such Claim is received and recorded by You or by us, whichever comes first; or
ii. When We make settlement in accordance with the Insuring Clause 1 above.

All Claims for Compensation because of Bodily Injury to the same person, resulting at any time, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

1. Medical Expenses - Inbuilt Cover
The Limit of Liability opted by You for Medical Expenses is mentioned in Your Policy Schedule, wherever applicable. These limits are within the Policy Aggregate Limit opted unless stated otherwise in Your Policy Schedule as per the Insuring Clause above.

Coverage:
We will pay the medical expenses described below, incurred by You as a result of Bodily Injury under the Insuring Clause above; Provided that:

1. The Bodily Injury takes place in the Coverage Territory and during the Policy period or till such period after the Policy Expiry date if specifically agreed and mentioned in Policy Schedule;
2. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will pay reasonable medical expenses as more specifically detailed in the No Fault Liability Schedule.

Subject always to the Limit of No Fault Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.
Special Provisions

1. Extended Reporting Period

If this Policy is neither renewed nor replaced with an insurance Policy for the same interest You shall be entitled to an Extended Reporting Period of number of days as opted by You and mentioned in Your Policy Schedule, granted automatically, from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest.

2. Limits of No-Fault Liability

We will only be liable under this Policy for Compensation in respect of any Bodily Injury and/or Property Damage in excess of Deductible and Participation Percentage.

1. The Limits of No-Fault Liability shown in the Policy Schedule and the rules below specify the maximum We will pay regardless of the number of:
   a) Loss Payee;
   b) Claims made, brought; or

   Subject to the following paragraph, the Each Occurrence Limit stated in the Policy Schedule is the maximum We will pay in total for the sum of:
   a) all Compensation for all any Bodily Injury and/or Property Damage arising out of any one Occurrence; and

2. The Aggregate Limit stated in the Policy Schedule is the maximum We will pay in total for the Sum of all Compensation for all Bodily Injury and/or Property Damage arising out of all Occurrences during each Policy Year.

All sums payable under this Policy for Bodily Injury and/or Property Damage will be paid by Us in the order that such sums are presented to Us for payment.

General Exclusions

1. Premises and Operations Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from arising out of any Premises and Operations Liability.

2. Product and Completed Operations Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from arising out of any Product and Completed Operations Liability.

3. Professional Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by You or any error or omission in connection therewith.

4. Martial art or contact sport.

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of any Bodily Injury or Property Damage caused by any martial art or contact sport.

5. Personal Injury or Advertising injury

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from Personal Injury and/or Advertising injury

6. Aircraft, Auto or Watercraft

Bodily Injury and/or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any Named Insured. Use includes operation and “loading or unloading.”

7. Asbestos

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to
actual or alleged Loss, cost, expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

8. **Contractual liability**
any liability or obligation assumed by the Named Insured under any agreement or contract.

9. **Deliberate acts**
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the Named Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

10. **Information Technology hazards, Computer Data, Program and Storage media Exclusion**
- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any Business interruption, Losses resulting from such Loss or damage.
- Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any Business interruption Losses resulting from such Loss or damage.

11. **Progressions of known Bodily Injury and/or Property Damage:**
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of Bodily Injury or Property Damage that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the Policy period, to have occurred.

12. **Expected or Intended Injury**
Bodily Injury or Property Damage expected or intended from the standpoint of the Named Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

13. **Fines and Penalties**
Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

14. **Loss of Use**
The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
   i) a delay in or lack of performance by You or on Your behalf of any contract; or
   ii) the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organization other than You.

15. **Radioactivity**
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from
   I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
   II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.
   However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

16. **War and Terrorism**
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, Terrorism or 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.

17. **Prior Acts**
   any liability arising from or attributable to any Bodily Injury and/or Property Damage first occurring prior to the Retroactive Date, if any, specified in Your Policy Schedule.

18. **Prior Claims/ Circumstances**
   This Insurance does not apply to any Claims, circumstances made prior to the inception of this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.

19. **Employee’s Compensation and Similar Laws**
   This insurance does not apply to any obligation of the Named Insured under any Employee’s Compensation, disability benefits or unemployment Compensation law or any similar law.

20. **Employer’s Liability**
   This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of Your Employee as a consequence of any Bodily Injury to Your Employee unless specifically agreed and mentioned in Your Policy Schedule:
   I. whether the Named Insured may be liable as an employer or in any other capacity; and
   II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described above.

21. **Pollution**
   1. This insurance does not apply to any damages, Loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants.
   2. This insurance does not apply to any damages, Loss, cost or expense arising out of any:
      I. demand, order, request or regulatory or statutory requirement that any Named Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or
      II. Claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.
   Points 1. and 2. above apply regardless of whether or not the Pollution was accidental, expected, gradual, intended or preventable.

22. **Sanctions and Limitations**
   We shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

23. **Iran Risk Clause**
   This Policy does not provide any cover and does not include any liability to pay any Claim or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

**General Conditions**

1. **Admission of Liability**
   Unless You have obtained Our prior written consent, neither You nor any of Your Employees, agents or others acting on Your behalf may:
   a. admit liability, fault or guilt in connection with any Occurrence or
   b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
   c. settle any Claim, even though it may be within the amount of the Deductible and Participation Percentage.

2. **Alteration of Risk**
Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this Policy or at any subsequent renewal date, shall be notified to Us as soon as such change comes to Your notice. We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this Policy or prevent Us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be changed, except by endorsement issued by Us and made a part of this Policy.

3. Cancellation
   a. Cancellation by You
      Policy may be cancelled at Your option with Fifteen (15) days’ notice of cancellation and We 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 You.
      In case of cancellation of Policy by You, premium would be refunded as per below table subject to there being no Claim under the Policy:

<table>
<thead>
<tr>
<th>Period on Risk</th>
<th>% of Premium to be Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Exceeding 3 Months</td>
<td>50% of the Annual Premium</td>
</tr>
<tr>
<td>Exceeding 3 Months but not exceeding 6 months</td>
<td>15% of the Annual Premium</td>
</tr>
<tr>
<td>Exceeding 6 Months but not exceeding 9 months</td>
<td>5% of the Annual Premium</td>
</tr>
<tr>
<td>Exceeding 9 Months</td>
<td>0% of the Annual Premium</td>
</tr>
</tbody>
</table>

b. Cancellation by Insurer:
   This insurance may also at any time be terminated at the option of the Insurer, on Fifteen (15) days' notice to that effect being given to the Named Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the Named Insured and there would be no refund of premium.

c. Your Policy will automatically be cancelled from the time Your Business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or Trustee in bankruptcy is appointed to You or any of Your assets.

d. No refund of premium shall be due if the Named Insured has made a Claim under this Policy.

4. Settlements
   We in the case of any Claim pay to the first Named Insured or Loss Payee the amount of Our applicable Limit of No fault Liability less Deductible and Participation Percentage. Upon such payment being made there is no further cover available under the Policy for that Claim and shall constitute a full and complete release and discharge of Our liabilities in respect of all and any such Loss whether suffered directly by the Named Insured and/or Loss Payee.

5. Dispute Resolution (Arbitration)
   If any dispute or difference as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators. The arbitration shall be conducted in English and the seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.
   It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before, if the Insurer 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 of action or Suit upon this Policy that award by such arbitrator/ arbitrators of the amount of the Loss or damage shall be first obtained.

6. Interpretation
Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this Policy is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this Policy capitalised and bolded words have special meaning and are defined. This Policy, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:
(i) headings are descriptive only, not an aid to construction;
(ii) the male includes the female and neuter;
(iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
(iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a Claim is made or Inquiry conducted.

7. Duties in the Event of Occurrence of Claim
1) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
   (i) how, when and where the Occurrence took place;
   (ii) the names and addresses of any injured persons and witnesses; and
   (iii) the nature and location of any injury or damage arising out of the Occurrence.
2) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made against You, You must immediately give Us notice of the specifics of the Claim. You must:
   (i) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim; and
   (ii) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.
3) Upon Our request You must
   (i) authorize Us to obtain records and other information,
   (ii) cooperate with Us in the investigation, settlement or defence of the Claim; and
   (iii) assist Us in the enforcement of any right against any person or organization which may be liable to You because of Bodily Injury or Property Damage to which this insurance may also apply.
4) When there is an Occurrence which may involve this Policy, the Named Insured may, without prejudice as to liability, proceed immediately with settlements with respect to such settlements provided that such settlements, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The Named Insured will promptly notify Us of any such settlements made.

8. Examination of Your Books and Records
We may examine and audit Your books and records as they relate to this Policy at any time during the Policy period and until the later of three years after termination of this Policy or one year after final disposition of all Claims arising out of any Occurrence, provided notice of which has been given under this Policy.

9. Related Claims
If during the Policy period, a Claim is made, or a circumstance is notified in accordance with the requirements of this Policy any Related Claim made after expiry of the Policy period will be accepted by Us as having been:
(i) made at the same time as the notified Claim was made or the relevant circumstance was notified; and
(ii) notified at the same time as the notified Claim or circumstance.
All Related Claims shall be deemed to be one single Claim and deemed to be made at the date of the first Claim of the series or at the first circumstance notified, whichever is first.

10. Governing Law & Jurisdiction
Where legally permissible and subject to all terms and conditions of this Policy, this Policy shall apply to any Claim made against You within Coverage Jurisdiction stated in the Policy Schedule.
Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

11. Inspections and Surveys
We have the right, but We are not obliged to:
   (i) make inspections and/or surveys at any time
   (ii) give You the reports on the conditions that We find; and
iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety or compliance inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do We warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

12. Legal Action against Us

No person or organization has a right under this insurance to:

- join Us as a party or otherwise bring Us into a Suit seeking damages from an Named Insured; or
- a person or organization may sue Us to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual
- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding; but We will not be liable for any damages, Loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues Us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against Us must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above.

13. Notice

Any notice required to be given under this Policy:

i) By You will be given to Us only by mailing or delivering such notice at the address shown in the Policy Schedule. Notice to Our or Your agent will not constitute notice to Us.

ii) By Us will be given by mailing or delivering such notice to the Named Insured first shown in the Policy Schedule at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

14. Other Insurance

If other valid and collectible insurance is available to the Insured for Bodily Injury and/or Property Damage or any other Expenses covered under this Policy, other than insurance that is issued specifically as insurance in excess of the Insurance afforded by this Policy, and irrespective of-

i) when such other insurance incepts or terminates;

ii) which insurer provides such other insurance; and

iii) the basis on which such other insurance applies or is triggered;

this Policy shall be excess of and shall not contribute with such other insurance.

Nothing in this Policy shall be construed to make this Policy subject to any of the terms of other insurance.

15. Fraudulent Claims

If any Named Insured shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named insured shall reimburse the Insurer for any payments made under this Policy.

16. Plurals, Headings and Titles

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

17. Policy Modifications

This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by Us and made a part of this Policy.

18. Reasonable Care
Without exception, You and Your Employees must take all reasonable steps to prevent incurring any Loss, damage or liability.

19. Renewal

Digit 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 of the Named 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.

20. Submission means:

i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
ii. the financial statements of any Named Insured; and
iii. other Documents of any Named Insured filed with a regulator and all other material information; submitted to Us in connection with this Policy.

21. Terms

All statements made in the Proposal for this Policy and any material submitted therewith, as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this Policy and, together with the Policy Schedule and any Endorsements to this Policy, are hereby deemed material and are incorporated into and made a part of this Policy and this Policy is issued in reliance upon such Proposal and other material submitted to Us.

22. Transfer of Rights of Recovery against Others (Subrogation)

You shall take all steps necessary or such steps as are required by Us before or after any payment by Us under this Policy to preserve the rights and remedies which You may have to recover the Loss. If any payment is to be made under this Policy in respect of a Claim, We shall be subrogated to all Your rights of recovery whether or not payment has in fact been made and whether or not You have been fully compensated for its actual Loss. We shall be entitled to pursue and enforce such rights in Your name, both before and after payment under this Policy, shall provide Us with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. You shall do nothing to prejudice Our rights under this subrogation clause.

We agree not to exercise any such rights of recovery against any Employee unless the Claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the Employee. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:
(i) to compensate Us and You for the costs incurred in making the recovery (such payment to be allocated between Us and You in the same proportions as they have borne the costs thereof); and
(ii) to Us up to the amount of the Loss paid by Us; and
(iii) to You in respect of any uninsured element of the Claim (including the Deductible and Participation Percentage under this Policy).

23. Transfer of Rights and Duties (Assignment)

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of the death of an individual who is a Loss Payee.

24. Customer Grievance Redressal Policy:

We hope that We never leave You dissatisfied. However, if You ever wish to lodge a complaint, please feel free to call our Toll-free number 1-800-258-5956 or email the customer service desk at hello@godigit.com.

Senior citizens can now contact us on 1-800-258-5956 or write to us at seniors@godigit.com.

After investigating the matter internally and subsequent closure, We will send You Our response. 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 Centres are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council).
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>State/Region</th>
</tr>
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<tbody>
<tr>
<td>AHMEDABAD</td>
<td>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></td>
<td>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</td>
</tr>
<tr>
<td>BENGALURU</td>
<td>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, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></td>
<td>Karnataka.</td>
</tr>
<tr>
<td>BHOPAL</td>
<td>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: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></td>
<td>Madhya Pradesh, Chhattisgarh.</td>
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<tr>
<td>BHUBANESHWAR</td>
<td>Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></td>
<td>Orissa.</td>
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<tr>
<td>CHANDIGARH</td>
<td>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></td>
<td>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</td>
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<tr>
<td>CHENNAI</td>
<td>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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></td>
<td>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</td>
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<tr>
<td>DELHI</td>
<td>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: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></td>
<td>Delhi.</td>
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<tr>
<td>GUWAHATI</td>
<td>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: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></td>
<td>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</td>
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<tr>
<td>HYDERABAD</td>
<td>Office of the Insurance Ombudsman,6-2-46, 1st floor, &quot;Moin Court&quot;, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599, Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></td>
<td>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</td>
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<tr>
<td>JAIPUR</td>
<td>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a></td>
<td>Rajasthan.</td>
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<td>ERNAKULAM</td>
<td>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: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></td>
<td>Kerala, Lakshadweep, Mahe—a part of Pondicherry.</td>
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<tr>
<td>KOLKATA</td>
<td>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: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></td>
<td>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</td>
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<tr>
<td>CITY</td>
<td>ADDRESS</td>
<td>DISTRICTS</td>
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<td>LUCKNOW</td>
<td>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: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></td>
<td>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, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.</td>
</tr>
<tr>
<td>MUMBAI</td>
<td>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: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></td>
<td>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</td>
</tr>
<tr>
<td>NOIDA</td>
<td>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: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></td>
<td>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, Firozabad, Gautambudhanagar, Ghaziabad, Hardoi, Shahjahanpur, Harpur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.</td>
</tr>
<tr>
<td>PATNA</td>
<td>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></td>
<td>Bihar, Jharkhand.</td>
</tr>
<tr>
<td>PUNE</td>
<td>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: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></td>
<td>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</td>
</tr>
</tbody>
</table>

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@ecoi.co.in