

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 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:

- 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
- 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

- Narrower of applicable Limits and
- Lower of applicable coverage
- 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 or 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 of 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**:

Period on Risk	% of Premium to be Refunded
Not Exceeding 3 Months	50% of the Annual Premium
Exceeding 3 Months but not exceeding 6 months	15% of the Annual Premium
Exceeding 6 Months but not exceeding 9 months	5% of the Annual Premium
Exceeding 9 Months	0% of the Annual Premium

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 shall arise 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 obligated 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, who, 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).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
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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@ecoi.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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
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@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.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@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, 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@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	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: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	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: bimalokpal.guwahati@ecoi.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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	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: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	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: bimalokpal.kolkata@ecoi.co.in	West Bengal, 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@ecoi.co.in	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, 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@ecoi.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 Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.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@ecoi.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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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