

DIGIT PROFESSIONAL LIABILITY POLICY (COMMERCIAL)

PROSPECTUS

Go Digit General Insurance Ltd.

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

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

Product Introduction

At Digit, we understand that some things are just beyond one's control, such as any liability arising out of negligence, omissions or errors of any professional whilst rendering service in connection to Your Business or Professional Services rendered by You. A major risk faced by any business is the damage to the property of third-party or injury to the third-party itself which will lead to litigation. The outflow of such liability could hamper the operations of the business. Hence, we found the need to cover such risks which any business is exposed to and our Product is designed to protect business organizations against liability arising from Insured's Professional Services.

Who Can buy this Product?

This Product can be bought by any Entity who needs to have protection against any legal liability arising out their Professional Services where minimum Policy Aggregate Limit should be 5 crores or above.

What are the coverages under the Digit Professional Liability Policy (Commercial)?

The coverage details under this Policy are as mentioned below:

1. Insuring Clause

We will pay on Your behalf all Loss resulting from any Claim against You for a civil liability arising from Your Professional Services, solely with respect to Claims first made against You during the Policy period and notified to Us as required by this Policy.

Subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions, Deductible and Participation Percentage of this Policy.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover is as mentioned in Your Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted and mentioned against Professional Liability Section in the Policy Schedule except for Inbuilt Cover 2.12 Bodily Injury and Property Damage Liability which are in addition to the Limit of Liability opted and mentioned against Professional Liability Section in the Policy Schedule but within Policy Aggregate Limit as mentioned in the Policy Schedule. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Automatic Acquisition

If during the Policy period the Named Insured obtains, either directly or indirectly:

- I. control of the composition of the board of Directors;
 - II. control of more than half of the voting power; or
 - III. a holding of more than half of the issued share capital;
- of another entity then the definition of Subsidiary shall be extended to include such entity provided that:
- a) the entity has annual revenue for the last complete accounting period prior to the acquisition, of less than percentage of the total annual revenue as mentioned in the Policy Schedule of the Named Insured declared in the latest Annual Report and Accounts as at inception;
 - b) the entity is not incorporated, domiciled or providing Professional Services in the United States of America or Canada or any of their territories;
 - c) the entity is not regulated by the US Securities and Exchange Commission;

- d) the entity is not aware of any Claims (either paid or notified) or circumstances within the preceding five years of a type which may have been covered had they been notified under a professional liability policy similar in scope and breadth of coverage to the cover afforded hereunder; and
- e) the Business activities of the entity fall within the definition of Professional Services.

For any other scenario not covered above, the Named Insured may request an extension of this Policy for such entity. We shall have the right but not the duty to offer cover for such entity and the Named Insured shall give Us sufficient details to permit Us to assess and evaluate the potential increase in exposure. In the event that coverage is provided, We shall be entitled to amend the policy terms and conditions, during the Policy period, including but not limited to, the charging of a reasonable additional premium.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.2. Continuous Cover

Notwithstanding the Prior Claims/Circumstances Exclusion, cover is provided for any Claim arising from a Wrongful Act, fact or circumstance which could or should have been notified under any earlier Policy with Us, provide always that:

- I. We have been Your Insurer for Professional Indemnity since that date continuously and without interruption; and
- II. cover provided under this clause shall be subject to Our discretion to apply the terms, conditions, exclusions and limitations of the Policy with Us under which the relevant fact or circumstance could or should have been notified.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.3. Consultants, Sub-Contractors and Agents

We will pay on behalf of You all Loss resulting from any Claim against You that is first made during the Policy period resulting from any Wrongful Act of any consultant, subcontractor or agent for whose acts, errors or omissions You are liable. However, We are only liable to indemnify You under this clause in respect of an act, error or omission by the consultant, sub- contractor or agent in connection with Your Professional Services.

We will indemnify any such consultant, sub- contractor or agent themselves, provided always that the relevant act, error or omission giving rise to the Claim occurred:

- I. In the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of Your Business for and on behalf of the Named Insured;
- II. At the time when the consultant, sub-contractor or agent was under the Named Insured's direct control and supervision.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.4. Emergency Costs Advancement

If Our written consent could not be reasonably obtained before Claims Expenses or Legal Representation Costs are incurred by You, We agree to give retrospective approval for such amounts incurred by You to the point in time when You could reasonably have sought Our written consent for all such Claims Expenses and Legal Representation Costs incurred by You.

Notwithstanding the above,

- I. if it is established that there is no entitlement to indemnity under the Policy for the specific Claims Expenses or Legal Representation Costs, such amounts shall be repaid to Us immediately, according to the several interests of You and the Named Insured; and
- II. the Named Insured or You shall give written notice to Us of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.5. Fraud and Dishonesty

We will pay on behalf of You, who is not the actual perpetrator, all Loss resulting from any Claim against You for Fraud/Dishonesty of any Employee(s) of the Named Insured provided that the relevant fraudulent or dishonest conduct occurred before the date of discovery by any principal, partner or Director of the Named

Insured of reasonable cause of suspicion of Fraud/ Dishonesty on the part of the Employee(s), whether or not it is possible at that date to identify the Employee(s) involved in the Fraud/Dishonesty.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.6. Joint Ventures

We will pay on behalf of You all Loss resulting from any Claim against You where liability results directly from Your Wrongful Act arising out of the Professional Services carried out by You for and in the name of any joint venture of which You form part, provided that You have declared in the submission all fees/turnover received from any joint venture.

Our liability shall be proportionate to the lowest of:

- I. the percentage of the share capital of the joint venture owned by an Insured; or
 - II. the percentage of the voting control of the joint venture exercised by an Insured;
- unless Our written agreement has been first obtained to an alternative proportion and an endorsement made upon this Policy.

This clause shall provide cover to You only. No other participant in such joint venture, and no other Third Party, shall have any rights under this Policy, and neither shall We be liable to pay a contribution to any insurer of any other participant in such joint venture.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.7. Legal Representation Costs

In respect of any Inquiry, We will pay Legal Representation Costs to or on behalf of You. This cover only applies when

- I. the notice of intended investigation, examination or enquiry is served upon You and is notified to Us during the same Policy period or Extended Reporting Period if applicable;
- II. We shall be entitled, at Our discretion, to appoint legal representation to represent You in the investigation, examination or enquiry;
- III. in the event that a Claim by You for payment of Legal Representation Costs is withdrawn by You or indemnity under this cover is subsequently withdrawn or denied by Us, We shall cease to advance Legal Representation Costs and You shall refund any Legal Representation Costs advanced by Us to the extent that You Were not entitled to such Legal Representation Costs, unless We agree in writing to waive recovery of such Legal Representation Costs.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.8. Lost Documents

We shall indemnify You for costs and expenses reasonably incurred with Our prior written consent in replacing or restoring any Documents which are Your property and which during the Policy period have been destroyed, damaged, lost, distorted, erased or mislaid provided that:

- I. such Loss or damage is sustained while the Documents are either: (1) in transit; or (2) in Your custody or of any person to whom You have entrusted them in the ordinary course of their Professional Services;
- II. the Documents have been the subject of a diligent search by or on behalf of You;
- III. the amount of any Claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by Us with the consent of the Named Insured; and

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.9. Management buyouts

If a Subsidiary cease to be owned by the Named Insured due to a buy-out by existing management of the Named Insured, We will extend the existing cover to You in respect of such Subsidiary for a period as mentioned in the Policy Schedule from the date of the buy- out for Wrongful Act committed subsequent to

the buy-out, such period not to extend beyond the expiry date of this Policy. This clause shall not apply where there is other insurance in respect of such Wrongful Act.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.10. Mitigation

Where You first make a determination during the Policy period that it has committed a Wrongful Act requiring remediation or mitigation, We will pay the reasonable and direct cost of any remediation or mitigation, provided that:

- I. We shall be informed during the Policy period in writing of the Wrongful Act and the work that is required to rectify it or mitigate its consequences;
- II. We shall be reasonably satisfied that You have committed a Wrongful Act requiring remediation or mitigation and that such costs are necessary to prevent or reduce the amount of a Claim covered under the Professional Liability Cover, and that the amount of Damages prevented or reduced would be greater than the cost of the work;
- III. such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the Named Insured with Our consent;
- IV. such costs shall not include any element of profit or Loss of profit, nor any element of overheads, staff remuneration, Your standing idle time or management time; and
- V. We have consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld, however whilst awaiting Our consent, We will indemnify You for such expense incurred over a period not exceeding 14 days beginning from the time mitigation was undertaken by You subject to condition (II) above, being satisfied otherwise all pre approval costs will be borne by You.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.11. Newly Acquired or Created Subsidiary

We agree to include in the definition of You any Subsidiary created or acquired by You during the Policy period for Number of days as mentioned in the Policy Schedule (but never beyond the expiry date of the period of cover) from the date of such creation or acquisition, provided always that:

- I. this cover will only apply in respect of Claims against the Subsidiary arising from an act, error or omission occurring subsequent to the date of creation or acquisition of the Subsidiary; and
- II. the Professional Service of such Subsidiary is the same as or substantially similar to the professional service.
- III. You may apply to Us, within Number of days as mentioned in the Policy Schedule, to vary this Policy to continue the cover provided by this Cover until the expiry date of the Policy period. You shall supply Us with such additional information relating to the new Subsidiary and pay any reasonable additional premium as may be required by Us.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.12. Bodily Injury and Property Damage Liability

We shall indemnify You for all amounts, which You become legally liable to pay as Compensation arising out of Third-Party Bodily Injury and Property Damage at Your Premises during the Policy period within the Coverage Territory as a result of a Claim in connection with Your Business,

Provided that, 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 this Cover.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, 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.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.13. Public Relations Expense

We shall indemnify You for any reasonable fees, costs and expenses of public relations consultant when You retain the services of such public relations consultant for the sole purpose of protecting Your reputation that has been brought into question as a direct result of a Claim covered by this Policy, provided always that:

- I. you notify Us within Thirty (30) days of first becoming aware of Your reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
- II. We have given prior written consent (which consent shall not unreasonably be withheld) to retain the services of such public relations consultant; and

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.14. Run off after Transaction

In the event of a Transaction, then on application by the Named Insured, no later than 30 days after the completion of the Transaction, We will extend cover to apply in respect of Claims first made against You and properly notified within a period as mentioned in the Policy Schedule from the expiry date of the Policy period but only for Claims that arise from Wrongful Act occurring prior to the date of such Transaction. This cover is only available if the Named Insured accepts the additional terms, conditions, exclusions or premium as We may require.

If cover is so extended, the Extended Reporting Period Condition of Special Provisions and Automatic Acquisition Cover are deleted from this Policy with effect from the date of such Transaction.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

What are the General Exclusions applicable to Digit Professional Liability Policy (Commercial)?

Below General Exclusions are applicable to this Policy:

1. 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.

2. Bodily Injury/ Property Damage

arising out of, based upon or attributable to Bodily Injury or Property Damage unless

- i. arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing Professional Services.
- ii. Cover for Bodily Injury and Property Damage liability is given.

3. Change of Control

We shall not be liable to make any payment or to provide any services in connection with any Claim arising out of, based upon or attributable to a Wrongful Act committed after the Occurrence of a Transaction.

If during the Policy period an administrator, liquidator or receiver is appointed to a Subsidiary, then the cover provided under this Policy with respect to such Subsidiary is amended to apply only to Wrongful Act committed prior to the date of such appointment

4. Conduct

arising out of, based upon or attributable to any actual or alleged dishonest, fraudulent or criminal conduct of an Insured.

This exclusion shall not apply to Fraud and Dishonesty cover.

5. Contractual Liability

any liability or obligation assumed by the Insured under any agreement or contract except to the extent that:

- I. the liability or obligation would otherwise have been implied by law;
- II. the liability or obligation is assumed under performance of Covered Contract specified in the schedule.

6. Costs Assessment

arising out of, based upon or attributable to any failure by You or any other party acting on Your behalf to make an accurate pre-assessment of the cost of performing Professional Services.

7. Damage to Property

Property Damage to:

- i) Property You own, rent or occupy;
- ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;
- iii) Property loaned to you;
- iv) Personal property in the care, custody or control of the Insured;
- v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
- vi) That particular part of any property that must be restored repaired or replaced because Your work was incorrectly performed on it.

Paragraph (ii) of this exclusion does not apply if the premises are Your work and Were never occupied, rented or held

for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to Property Damage included in the Products-completed operations hazard.

8. 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 Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

9. Directors' and Officers' Liability

arising out of, based upon or attributable to any Claim made against You in Your capacity as a Director, Officer, Trustee or partner of the Named Insured in respect of the performance or non-performance of their duties as a Director, Officer, Trustee or partner of the Named Insured.

10. Employee's Compensation and Similar Laws

This insurance does not apply to any obligation of the Insured under any Employee's Compensation, disability benefits or unemployment Compensation law or any similar law.

11. Employer's Liability

1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:
 - I. employment by the Insured; or
 - II. performing duties related to the conduct of the Insured's Business.
 2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.
- Points 1. and 2. above apply:
- I. whether the 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 in Points 1. and 2. above.

12. Employment Practice Violation

arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective Employee or Insured Person of any Named Insured.

13. Expected or Intended Injury

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

14. 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.

15. Infrastructure

arising out of, based upon or attributable to:

- I. software or mechanical failure;
- II. electrical failure, including any electrical power interruption, surge, brown out or black out; or
- III. telecommunications or satellite systems failure; outside Your direct control.

16. Insolvency

arising out of, based upon or attributable to the insolvency, liquidation, administration or receivership of the Named Insured.

17. 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.

18. 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.

19. Manufacturing Liability

arising out of, based upon or attributable to any manufacturing defect in any Product.

20. Patent & Trade Secret

arising out of, based upon or attributable to the breach of licenses concerning infringement of or misappropriation of patents or Trade Secrets.

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 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 expected, gradual, intended or preventable.

22. Prior Acts

any liability arising from or attributable to any Bodily Injury, Property Damage or in any way involving any Wrongful Act first occurring prior to the Retroactive Date, if any, specified in Your Policy Schedule.

23. 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.

24. Product and Completed Operations Liability

We will not pay any Claim arising out of any Product and Completed Operations Liability.

25. Progressions of known Bodily Injury 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.

26. 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.

27. 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.

28. Trade Debts

arising out of, based upon or attributable to any: (i) trading debt incurred by an Insured or (ii) guarantee given by an Insured for a debt.

29. 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.

What are the Special Provisions under this Policy?

Below Special Provisions are applicable to this Policy:

1. Right to Defend

We will have the right to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act in accordance with General Condition 6 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act to which this insurance does not apply, or which does not arise out of Occurrence. We may, at Our discretion, investigate any Occurrence, Event, and settle any Claim or Suit that may result, but:

1. The amount We will pay as Compensation for Bodily Injury or Property Damage or Wrongful Act is limited to the amount mentioned in Your Policy Schedule against each of the above-mentioned Covers.
2. Our right to defend ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers.

2. Compensation for Court Attendance

If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:

- a) any of Your Director, Officer or partner;
- b) any of Your Employee.

The Compensation payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.

3. Claim Preparation Costs

We will pay You during the Policy period for reasonable professional fees and such other expenses incurred by You for the preparation of any Claim that is covered under this Policy, provided always that such cover shall not include any Claims Expenses.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions and exclusions of this Policy.

4. 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 as below from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest:

- i. Number of days as opted by You and mentioned in Your Policy Schedule, granted automatically; or
- ii. Number of months as opted by You and mentioned in Your Policy Schedule, upon payment of an additional premium, as specified in the Policy Schedule as a percentage of the annual premium in effect immediately prior to the expiry of the Policy period.

If the Named Insured elects to purchase a Extended Reporting Period, per item (II) above, then the Named Insured must make any request for a Extended Reporting Period in writing, and pay any applicable additional premium, within 30 days after the expiry of the Policy period. A Extended Reporting Period is not cancellable by the Named Insured and any premium paid for a Extended Reporting Period is non-refundable. No Extended Reporting Period is available if this Policy is cancelled or avoided, or there has been a Transaction prior to the expiry of the Policy period.

5. Limits of Liability

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

1. The Limits of Liability shown in the Policy Schedule and the rules below specify the maximum We will pay regardless of the number of:

- a) Insureds;
- b) Claims made, or Suits brought; or
- c) Claimants.

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 or Property Damage or Wrongful Act arising out of any one Occurrence; and
- b) Claims Expenses in connection therewith.

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 or Property Damage or Wrongful Act arising out of all Occurrences during each Policy Year and all Claims Expenses and in connection therewith.

All sums indemnifiable under this Policy for Bodily Injury or Property Damage or Wrongful Act will be paid by Us in the order that such sums are presented to Us for indemnification.

6. Advance Payment of Claims Expenses

We shall pay Claims Expenses covered by this policy within thirty (30) days after sufficiently detailed invoices for those costs are received by Us. The Named Insured shall reimburse Us for any payments which are ultimately determined not to be covered by this Policy.

This clause shall be applied in the same manner to Legal Representation Costs Cover under this Policy in respect of any Inquiry.

What are the various General Conditions under this Policy?

Below General Conditions are applicable to all the Sections under this Policy:

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 other than where provided for under the terms of the Emergency Costs Advancement and Mitigation Cover under Professional Liability Cover; or
- b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c. settle any third-party 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 Insured

Policy may be cancelled at the option of the insured 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 the insured. In case of cancellation of Policy by the insured, 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
Less than 2% of Risk Period	90%
Less than 10% of Risk Period	75%
Less than 15% of Risk Period	65%
Less than 25% of Risk Period	50%
Less than 35% of Risk Period	40%
Less than 50% of Risk Period	25%
Less than 75% of Risk Period	15%
Exceeding 75% of Risk Period	0%

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

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 Insured has made a Claim under this Policy.

4. Allocation

In the event that any Claim involves both covered matters and matters or persons not covered under this Policy, a fair and proper allocation of any Claims Expenses, Compensation, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this Policy.

5. Contract Rights

Nothing in this Policy is intended to confer an enforceable benefit on any Third Party, whether pursuant to legislation equivalent to the United Kingdom Contract (Rights of Third Parties) Act 1999 or otherwise.

6. Defence and Settlements

We will have the right, but in no case the duty, to take over and conduct in the name of the Insured the defence of any Claim and will have full discretion in the conduct of any proceedings and in the settlement of any Claim and having taken over the defence of any Claim may relinquish the same. In the event that We decide that representation by a Lawyer is necessary (such decision to be at Our sole discretion) then You shall select one of the Legal Panel to provide such legal representation. In the event that We, at Our sole discretion, chooses to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner Our liability or obligations under this Policy beyond what Our liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether We have exercised Our right under this Section to take over the defence of any Claim, We shall have the right to recommend that the Insured settle such Claim for the Settlement Value. The Insured may decline to settle any Claim which We so recommend that it settle; provided, however, that in the event the Insured shall elect to contest or continue to contest such Claim after We have recommended it be settled, We may withdraw from the matter, and Our liability shall not exceed the Settlement Value and the amount of Claims Expenses incurred with Our consent prior to the date on which We first recommended settlement less the applicable Deductible and Participation Percentage.

We may in the case of any Claim pay to the first Named Insured the amount of Our applicable Limit of Liability or Settlement Value 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 or not.

7. Dispute Resolution (Arbitration)

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

8.

9. **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.

10. **Duties in the Event of Occurrence of Circumstance or Claim or Suit**

A. Applicable except for Inbuilt Cover Bodily Injury and Property Damage Liability:

1. Circumstances

The Named Insured shall as soon as reasonably practicable during the Policy period notify Us at the address listed in the Policy Schedule of any circumstance of which You become aware during the Policy period which is reasonably expected to give rise to a Claim. The notice must include at least the following:

- i. a statement that it is intended to serve as a notice of a circumstance of which You have become aware which is reasonably expected to give rise to a Claim;
- ii. the reasons for anticipating that Claim (including full particulars as to the nature and date(s) of the potential Wrongful Act(s));
- iii. the identity of any potential Claimant(s);
- iv. the identity of any Insured involved in such circumstance; and
- v. the date on and manner in which You first became aware of such circumstance.

Provided that notice has been given in accordance with the requirements of this clause, any later Claim arising out of such notified circumstance (and any Related Claims) shall be deemed to be made at the date when the circumstance was first notified to the Insurer.

2. Claim or Suit Notifications

The Named Insured shall give written notice to Us of any Claim or Suit first made against You as soon as practicable and during the Policy period. All notifications must be in writing to the address stated in the Policy Schedule.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

3. Cooperation

You will at Your own Cost:

- i. render all reasonable assistance to Us and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights;
- ii. use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this Policy; and
- iii. give such information and assistance to Us as We may reasonably require to enable it to investigate any Loss or determine Our liability under this Policy.

B. Applicable to Inbuilt Cover Bodily Injury and Property Damage Liability:

- i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
 - (a) how, when and where the Occurrence took place;
 - (b) the names and addresses of any injured persons and witnesses; and
 - (c) the nature and location of any injury or damage arising out of the Occurrence.
- ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must: -

- (a) 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 or Suit; and
- (b) 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.

iii) Upon Our request You must

- (a) authorize Us to obtain records and other information,
- (b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
- (c) assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.

iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.

v) Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 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.

16. 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.

17. Other Insurance

If other valid and collectible insurance is available to the Insured for Bodily Injury, Property Damage, Wrongful Act 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.

18. Fraudulent Claims

If any 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.

19. 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.

20. 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.

21. Reasonable Care

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

22. 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 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.

23. Sole Agent

The first Named Insured shown in the Policy Schedule shall be the sole agent of all Insured under this Policy for the purposes of:

- i) ascertaining all information requested in the Proposal for this Policy;
- ii) submitting the Proposal and any other underwriting information for this Policy or any renewal hereof;
- iii) giving and receiving any required notice under this Policy;
- iv) effecting or accepting any amendment to, or cancellation of this Policy;
- v) paying all premiums and receiving any return premiums that may become due under this Policy;
- vi) keeping records of the information that We need for premium adjustment and sending Us copies of such records at such times as We may request;

- vii) accepting any sums paid by Us to the Insured in connection with Our liability under this Policy; and
- viii) submission of a dispute to arbitration.

24. 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.

25. 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.

26. 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 the name of an Insured, 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).

27. 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 an Insured.

Who is an Insured under this Policy?

Sole Proprietorships

If You are an individual, then You and Your spouse are the Insured; but You and Your spouse are the Insured only with respect to the conduct of a Business of which You are the sole owner.

If You die:

- Persons or organisations having proper temporary custody of Your property are the Insured; but they are the Insured only with respect to the maintenance or use of such property and only for acts until Your legal representative has been appointed; and
- Your legal representatives are the Insured; but they are Insured only with respect to their duties as Your legal representatives. Such legal representatives will assume Your rights and duties under this Policy.

Partnerships, Joint Ventures or Unincorporated Organisations

If You are a partnership established in accordance with the laws prevailing in India, a joint venture established in accordance with the laws prevailing in India or an unincorporated organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then You are an Insured. Your partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are the Insured; but they are the Insured only with respect to the conduct of Your Business.

Other Organisations

If You are an organisation other than a partnership, joint venture or unincorporated organisation, then You are an Insured. Your Directors and Officers are also the Insured; but they are the Insured only with respect to their duties as Your Directors or Officers. Your stockholders and their spouses are the Insured; but they are the Insured only with respect to their liability as Your stockholders.

Employees

Your Employees are the Insured; but they are the Insured only for acts within the scope of their employment with You or while performing duties related to the conduct of Your Business.

However, no Employee is an Insured for:

A. any injury:

1. to You, to any of Your Directors, members, Officers or partners (whether or not an Employee) or to any co-Employee while such injured person is either:
 - I. in the course of his or her employment; or
 - II. while performing duties related to the conduct of Your Business;
2. to the brother, child, parent, sister or spouse of the persons described in subparagraph A.1. above as a consequence of any injury described in that subparagraph; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. Above.

B. Property Damage to any property owned, occupied or used by You or by any of Your Directors, members, Officers or partners (whether or not an Employee) or by any of Your Employees.

Who Is an Insured Subsidiary

Insured Subsidiary means any entity in which the Named Insured, either directly or indirectly through one or more entities:

- (i) controls the composition of the board of Directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share capital; on or before the inception date of this Policy.

For any Subsidiary or any Insured thereof, cover under this Policy shall only apply to Wrongful Act committed while such entity is a Subsidiary of the Named Insured.

Limitations on Who Is an Insured

- A. Except to the extent provided under the Subsidiary or Newly Acquired or Formed Organisations provision above, no person or organisation is an Insured unless such person or organisation is shown as a Named Insured in the Declarations.
- B. No person or organisation is an Insured with respect to the:
 1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organisation whose assets, Business or organisation; You acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.
- C. No person or organisation is an Insured with respect to the:
 1. ownership, maintenance or use of any assets You acquire;
 2. conduct of any person or organisation whose assets, Business or organisation You acquire; or
 3. conduct of any organisation You form;
 during the Policy period, either directly or indirectly, for any injury or damage that occurs later than:
 - Number of days as per Policy Schedule after such acquisition or formation is executed; or
 - the end of the Policy period;
 whichever is earlier, unless each of the following conditions are met:
 - You give Us written notice describing the acquisition or formation for which You are requesting an extension of coverage for an additional period;
 - We agree to issue an endorsement to extend coverage for an additional period (up to the end of the Policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by Us; and
 - You accept such terms and conditions and pay such premiums promptly when due.

What is the maximum period of cover available under this Policy?

The coverage under this Policy can be opted for more than 1 Year also.

How do I get the premium amount for this Insurance Cover?

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

What Discounts are available under this Policy?

Below Discounts are available under this Policy:

Discounts:

- a. Direct Business Discount:** When business is sourced directly by the company without involvement of any intermediary, 10% discount will be offered for the Direct business.
- b. Deductible:** Underwriter will have an option to specify "Deductible" considering the limit of liability opted. This will attract a discount on the Total Risk Adjusted Cost excluding Taxes. Deductibles will range between 0% to 5% and will be applied on "Any One Occurrence" Limit, in multiples of 0.05%. The discount applicable on the Total Risk Adjusted Cost excluding Taxes will be 2 times of the given deductible.
- c. Participation Percentage discount:** Insured will have an option to select Participant Amount, based on which we will offer the below discount to arrive at the final premium to be charged to the Insured.

Participant Amount (in % of claim amount)	Discount
5.00%	2.50%
7.50%	3.75%
10.00%	5.00%
15.00%	7.50%
20.00%	10.00%
25.00%	12.50%
35.00%	17.50%
50.00%	25.00%

What do I claim under this Policy?

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

Please keep below details handy at the time of registering claims as this information will help us serve you faster: Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

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