

Digit Public Liability (Act) Insurance Policy (Commercial)
(under Public Liability Insurance Act 1991)
UIN: IRDAN158CP0086V01201920

1. PREAMBLE

Whereas the Insured Owner named in the Policy Schedule and carrying on the Business described in the Policy Schedule has made to Go Digit General Insurance Limited (hereinafter called the “Company”) a proposal which shall be the basis of this Policy and is incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Act and the Rules, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this Policy.

2. Operative Clause

The Company will indemnify the Insured Owner up to the Limit of Indemnity against his statutory liability arising out of any Accident due to the Insured Owner’s Handling of Hazardous Substances as provided for under the Act and the Rules occurring during the Policy Period and notified in accordance with “General Condition No.1”.

3. Definition

1. **Act** means, unless expressly stated otherwise, the Public Liability Insurance Act and Public liability Insurance Rules, 1991 as amended from time to time.
2. **Accident** means an accident involving a fortuitous sudden or unintentional occurrence whilst the Insured is Handling any Hazardous Substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity.
3. **Collector** means the Collector referred to in the Act.
4. **Company** means Go Digit General Insurance Limited.
5. **Handling** in relation to any Hazardous Substance mean the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such Hazardous Substance.
6. **Hazardous Substance** means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act 1986, as amended from time to time, and exceeding such quantity as may be specified by notification, by the Central Government.
7. **Insured Owner means** the Person named in the Policy Schedule who owns, or has control over the handling any hazardous substance at the time of accident and includes:
 - a) in the case of a firm any of its partners
 - b) in the case of an association, any of its members
 - c) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of and is responsible to the company for the conduct of the Business.
8. **Limit of Indemnity** means the amount stated in the Policy Schedule, which shall be the Company’s maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.

9. **Policy** means the proposal, the Policy Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
10. **Policy Period** means the period between the commencement date and the effective date shown on the Policy Schedule.
11. **Policy Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
12. **Rules** means Rules framed under the Act.
13. **Turnover** shall mean in respect of:
 - a) **Manufacturing units:** the annual gross sale of all goods including levies and taxes handling hazardous substances as defined in the Act. For the purpose of this insurance, the term “units” shall mean all operations being carried out in the manufacturing complex in one location.
 - b) **Godown/Warehouse owners:** Total annual rental receipts of premises handling hazardous substances as defined in the Act.
 - c) **Transport Operators:** Total Annual Freight receipts.
 - d) **Other:** Total Annual gross receipts.

4. EXCLUSIONS

This Policy shall not cover any liability for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The wilful or intentional non-compliance with any statutory provisions.
2. Fines, penalties, punitive and/ or exemplary damages.
3. Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.
4. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner's custody, care or control.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power.
6. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
7. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured Owner.

5. GENERAL CONDITIONS

1. Notification of Claims

It is a condition precedent to the Company's liability hereunder that the Insured Owner shall:

- a. immediately and in any event within 14 days give written notice to the Company to the address/E-mail address shown in the Policy Schedule of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim, and
- b. immediately, and in any event within 14 days of receipt by the Insured Owner, give the Company copies of notice of applications forwarded by the Collector and all such additional information, documentation and/or assistance that the Company may require, and

- c. not make any admission, offer, promise or payments or permit or cause to be made the same by anyone acting on the Insured Owner's behalf or with his consent, without prior written approval of the Company.

2. Maintenance of Records

The Insured Owner shall keep and maintain records of annual Turnover and the Company shall at all reasonable times have the full right to call for and examine such records.

3. Limitation Period

The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.

4. Other Insurance

If at the time of happening of any Accident resulting in a claim under this Policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

5. Cancellation

- a. The Policy may be cancelled by or on behalf of the Company by giving the Insured Owner at least 15 days written notice and in such event the Company shall refund to the Insured Owner a pro rata premium for the unexpired period of the policy. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled, however in such a case no refund of premium will be allowed.
- b. The Policy may also be cancelled by or on behalf of the Company on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured by giving the Insured at least 15 days written notice and, in such event, there shall be no refund made to the Insured.
- c. The Policy may be cancelled by the Insured Owner at any time by giving at least 15 days written notice to the Company. The Company will retain premium on a short period scale, as provided below, for the period the policy has been in force, subject to no claim under the policy.

Short Period Rates:

Policy Period	% of Annual Rate
Not exceeding 1 month	25% of Annual Rate
Not exceeding 2 months	35% of Annual Rate
Not exceeding 3 months	50% of Annual Rate
Not exceeding 4 months	60% of Annual Rate
Not exceeding 6 months	75% of Annual Rate
Not exceeding 8 months	85% of Annual Rate

- d. In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

6. Fraud

The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured Owner. In

such a case, if the Company pays any amount to the claimant due to any statutory provision, such amount shall be recoverable from the Insured Owner.

7. 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. Notifications and Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Policy Schedule.

9. Subrogation

The Insured Owner shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

10. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

11. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

12. Territorial and Jurisdictional Limit

This policy shall cover only those liabilities arising under the Public Liability Insurance Act 1991 and subsequent amendments due to accidents taking place in India only. Any payment for an admissible claim shall be made only in India.

13. Claim Payment

The Company's liability to make any claim payment under this Policy shall be in Indian Rupees only.

14. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Owner shall be a condition precedent to the Company's liability under this Policy.

15. Renewal Notice:

The Company 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 by 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.

16. Customer Grievance Redressal Policy

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

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.

Address and contact number of Council For Insurance Ombudsman

Office Location	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.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@cioins.co.in	Madhya Pradesh Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.

CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.

	<p>Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	
LUCKNOW	<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
MUMBAI	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
NOIDA	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoorj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
PATNA	<p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
PUNE	<p>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</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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