

## DIGIT CONTRACTUAL LIABILITY 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.

### What are the Coverages available under the Digit Contractual Liability Policy?

We will indemnify you up to the Limit of Indemnity opted by You for all sums that you become legally liable to pay under Contract as Compensation for "Personal Injury" and/or "Property Loss" and/or "Financial Loss" caused to Third Party that:

- a. results from an Occurrence precisely mentioned in Your Contract; and
- b. happens in connection with the business shown in the Policy Schedule within the Territorial Limit during the Period of Contract in accordance with the terms of this Policy.

Within the Limit of Indemnity, together with the compensation referred above, We will also indemnify You for:

- Legal defence costs incurred in relation to a claim covered by this policy.
- Mitigation Costs that covers the necessary cost of temporary repairs to prevent any immediate threat of Property Loss or Personal Injury or Financial Loss.

### What am I not Covered for?

Below mentioned are the exclusions under the policy:

#### General Exclusions:

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Period of Contract mentioned in your Policy Schedule.
2. **Asbestos**  
This policy does not cover any liability connected in any way with asbestos, or with any product or material containing asbestos.
3. **Explosives**  
This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.
4. **Radioactive Contamination**  
This policy does not cover liability directly or indirectly caused by, or contributed to, or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or

b. radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

**5. War**

This policy does not cover liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

**6. Professional Advice**

This policy does not cover liability arising out of your giving or failing to give any professional advice in consideration for a fee nor does it cover liability arising out of any error or omission in any such advice.

**7. Specification, Formula or Design**

This policy does not cover liability arising directly or indirectly out of:

- a. any design, plan, specification, formula or pattern that you provide for a fee; or
- b. any error or omission associated with any such design, plan, specification, formula or pattern; or

**8. Legal Liability in Tort**

This policy does not cover any legal liability unless:

- a. you have expressly assumed it in Contract; and
- b. the liability would not have attached in the absence of that Contract.

**9. Penalties and Damages**

This policy does not cover liability for any:

- a. aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any Court of Law;
- b. any fine; or
- c. any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.

**10. Pollution**

This policy does not cover:

liability arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any Pollutant; or

However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- i. that you neither expected nor intended; and
- ii. that took place in its entirety at a specific time and place.

‘Pollutant’ means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals, organisms or waste. ‘Waste’ includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

**11. Breach of Contract**

This policy does not cover Breach of Contract where:

- a. liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or

- b. liability arising on account of violation of any legal and/or regulatory provision; or
- c. liability which is covered by any of the policies listed in the proposal form or elsewhere in the information you provided to us; or
- d. any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract

**12. Consequential Loss**

This policy does not cover liability arising as a consequence of “Personal Injury” and/or “Property Loss” and/or “Financial Loss” indemnifiable under this policy.

**13. Design, Material and Workmanship**

This policy does not cover liability arising due to:

- (i) any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or
- (ii) such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by i. above.

Note: Clause (i) above shall not apply to other parts or items of property which are the subject of the Contract and which are free from defect but are damaged in consequence thereof. For the purpose of the policy and not merely this exclusion, property which is the subject of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part thereof.

**14. Injury to Employees**

This policy does not cover:

- (a) any liability for Personal Injury to any Employee arising directly or indirectly out of the Employee's employment except that this exclusion shall not apply to the liability for such Personal Injury where you have assumed that liability under Contract; or
- (b) any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
- (c) any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation, irrespective of whether such insurance cover was maintained or not; or
- (d) any claim connected with an Employee's contract of employment.

**15. Internet Operations**

This policy does not cover liability caused by or arising from your Internet Operations.

‘Internet Operations’ means any of the following:

- a. the use of any electronic mail system by you or by anyone else at your order or with your consent; or
- b. access through your network to the World Wide Web or a public Internet site by You or by anyone else at your order or with your consent; or
- c. access to your internal company information and computing resources that is made available through the World Wide Web; or
- d. the operation and maintenance of your web site.

### How do I fix the Sum Insured under this Policy?

The Aggregate Limit of Indemnity would be the Sum Insured and this would depend on the Occurrences/Event/Terms & Conditions mentioned in Your Contract which would give rise to a claim. You may also opt for Any One Accident Limit as per Your requirement.

#### **Example 1:** Suppose You opt for:

Aggregate Limit of Indemnity /Any One Year (AOY) Limit (Sum Insured): INR 6 Crore  
Any One Accident (AOA) Limit: INR 1 Crore.

In the above example the AOA: AOY Ratio would be 1:6 and in case of Any One accident / claim our Liability would be restricted to 1 Crore even though the Aggregate Sum Insured is 6 Crore.

#### **Example 2:** Suppose You opt for:

Aggregate Limit of Indemnity /Any One Year (AOY) Limit (Sum Insured): INR 6 Crore  
Any One Accident (AOA) Limit: INR 6 Crore.

In the above example the AOA: AOY Ratio would be 1:1 and in this case of there would be no Limit on Any One accident/claim and the entire Aggregate Limit of Indemnity /Any One Year (AOY) Limit /Sum Insured of INR 6 Crore can be exhausted per accident/claim.

### Are there any Deductible Option under this Policy?

You have an option to select any one of the below deductible options:

5% / 7.5% / 10% / 15% / 20% / 25% / 35% / 50% of Any One Accident Limit

### Can I opt for Geographical Limits outside India?

Yes. You can opt for Geographical Limits outside India as per the below options, on payment of additional Premium and this policy shall respond to any claims made against You, within the Geographical Limits:

- Worldwide excluding USA/Canada
- Worldwide Including USA/Canada

### How do I get the premium amount under this Policy?

The premium amount depends on several factors like Contract Category, Nature of Business, Limit of Indemnity Opted, Deductible Opted, Past Loss Experience, etc. Based on filled proposal form and information furnished, we will provide you with the premium amount.

### What is the renewal condition under this Policy?

We are 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 IRDAI on the date of renewal for this product.

### Is there any provision to cancel the policy?

Yes, the Policy can be cancelled as below:

- a. By you at any time by giving 7 days' notice to us in writing. The cancellation will take effect from the date we receive your notice. Premium refund will be as per table below subject to no claim:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

- b. By us at any time by giving 7 days notice to you in writing and You will be entitled to a pro rata refund of premium, subject to no claims. Generally, we will not cancel policy except on the grounds of misrepresentation, fraud, non disclosure of material facts or your non co-operation. There will not be any refund of premium in case the policy is cancelled on ground of misrepresentation, non-disclosure of material facts or fraud.

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.

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

#### What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No.:1800 300 34448. You can, alternatively, also register a claim by email on: [care@godigit.com](mailto:care@godigit.com)

**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.

Ms. Jasleen Kohli (MD and CEO)