Digit Claims Made Clinical Research Liability Insurance Policy

UIN: IRDAN158CP0001V01202223

Policy Wordings

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A. PREAMBLE

This Insurance is limited to liability for only those claims that are first made against the insured while this insurance is in force.

The proposal and declaration provided by the **Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called **DIGIT/Us/We/Our/Insurer/Company**), forms the basis of this insurance and having received premium from the **Insured** during the **policy period** within the Territory, **We** agree to issue this **Policy** and indemnify the **Insured** up to the **Limit of Liability**, subject always to the following terms, conditions, warranties, exclusions, **retention** and limitations of the policy**.**

B. DEFINITIONS

1. **Bodily Injury**
   The words "**Bodily Injury**" whenever used in this Policy shall mean **bodily injury**, sickness or disease sustained by a person on or after the Retroactive Date as mentioned in **Policy Schedule** including death resulting from any of these.
   The words **"Bodily Injury"** shall also mean mental injury, anguish or shock sustained by that person as a result of such bodily injury, sickness or disease or mental injury, anguish or shock sustained by any relative of that person as a result of that bodily injury, sickness or disease.
2. **Claim**
   The word "**Claim**" whenever used in this policy shall mean a written demand received by the **Insured** for money or services, including the service of suit or institution of arbitration proceedings against the **Insured**.
3. **Costs**
   The word "Costs" whenever used in this document shall mean all fees, costs and expenses resulting from the investigation, adjustment, defence and appeal of a Claim and pre - and post - judgement interest if incurred by or with the consent of the Company; and, fees charged by any attorney designated by the Insured with the written consent of the Company.
   However, Costs shall not include salary charges of regular employees or of officials of the Company or of any supervisory counsel retained by the Company.
4. **Damages**
   The word "**Damages**" whenever used in this policy shall mean a monetary judgement, award or settlement but shall not include fines, penalties, punitive, aggravated or exemplary damages or any enhanced damages resulting from the multiplication of compensatory damages.
5. **Human Clinical Trials**
   The words "**Human Clinical Trials**" whenever used in this Policy shall mean organized studies on humans which provide clinical data for the assessment of a **Pharmaceutical** and which is permitted under and complies with all prevalent and applicable statutes, regulations, guidelines and procedures established by any governmental agency or department having authority over such studies.
6. **Indication**
   The word "**Indication**" whenever used in this Policy shall mean medical reasons to prescribe a **Pharmaceutical** or perform a treatment.
7. **Insured**
   The unqualified word "**Insured**" whenever used in this Policy means:
   (a) The Named Insured as mentioned in Policy Schedule;
   (b) If the Named Insured designated as mentioned in Policy Schedule is other than an individual, partnership or joint venture, the organisation so designated and any past, present or future employee, executive officer or director thereof but only with respect to his/her liability as such;
   (c) Scientific Advisory Board or Medical Advisory Board Members;
   (d) The heirs, executors, administrators, assigns and legal representatives of each **Insured** above in the event of his/her/its death, incapacity or bankruptcy.
   (e) any Institutional Review Board or **Ethics Committee** or its members that has approved a **Human Clinical Trial** which is the subject of this Policy.
   This Policy does not apply to **Bodily Injury** arising out of the conduct of any partnership or joint venture of which

the Insured is a partner or member and which is not designated in Policy Schedule as a Named Insured.

8. **Loss**
   The word "**Loss**" whenever used in this Policy shall mean an accident or event, including continuous or repeated exposure to the same general harmful conditions, which results in **Bodily Injury** covered hereunder and sustained on or after the Retroactive Date as mentioned in Policy Schedule.
9. **Period Of Insurance**
   The term "**Period of Insurance** " whenever used in this Policy shall mean the period from the inception of this Policy to the expiration date of this Policy, as mentioned in Policy Schedule, or its earlier termination date, if any.
10. **Pharmaceutical**
    The word "**Pharmaceutical**" whenever used in this Policy shall mean any placebo or substance taken by mouth, injected into a muscle, the skin, a blood vessel, or a cavity of the body, or applied to the skin to treat or prevent a disease, condition or symptom.
11. **Policy**
    Policy means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.
12. **Policy Schedule**
    Policy Schedule means the document which includes but not limiting to details regarding the premium amount, **insured** details, Policy period, Deductible, Limit of liability.
13. **Proposal**
    Proposal means the proposal form submitted by the **Insured** and/or any Insured in applying for this **Policy** and all information and documentation accompanying it, and incorporated by reference.
14. **We, Us, Our, Digit, Insurer, Company**
    means Go Digit General Insurance Limited.
15. **You, Your, Insured**
    means a person or an entity or an organization qualifying as an **Insured**

C. COVERAGE

We will pay on behalf of the **Insured** all sums in excess of the **Retention amount** as mentioned in **Policy Schedule** which the **Insured** shall be obligated to pay by reason of the liability imposed upon the **Insured** under contract or agreement, for damages on account of **Bodily Injury** resulting from each **Loss** arising out of **Pharmaceuticals** used in **Human Clinical Trials**.

Provided always that coverage hereunder shall only apply in respect of **Claims** first made against the **Insured** during the **Period of Insurance** arising from a **Loss** which takes place on or after the **Retroactive Date** as mentioned in **Policy Schedule** and of which prompt notice has been given in accordance with the Conditions herein.

We agree to defend any suit against the **Insured** seeking damages to which this Insurance applies, and it is agreed that **We** may make such investigation and settlement of any **Claim** or suit as they deem expedient, and the **We** shall have the exclusive right to contest or settle any of the said suits or **Claims**. **We** agree to pay, inclusive within the Limits of Liability as mentioned in **Policy Schedules**, all **Costs**, but **We** shall not be obligated to pay any **Claim** or judgement or to defend or continue to defend any suit after the limit of **our** liability has been exhausted by payment of judgements or settlements or **Costs**.

D. EXCLUSIONS

We shall not be liable to make any payment under this **Policy** directly or indirectly for, caused by or arising out of or howsoever attributable to any of the following:

a) any criminal action/deed or any action/deed committed while in violation of any law or ordinance;
b) any article or product manufactured, handled or sold or distributed in violation of any law, statute, ordinance

or regulation, Federal, State or Municipal;

c) any **Claim** based on any express warranty of the **Insured**,

d) any obligation for which the **Insured** or any carrier as his Insurer may be held liable under any Workers' Compensation Act, Employers Liability law, Unemployment Compensation or Disability Benefits law or any similar law;

e) any **Claim** for **Bodily Injury** to any employee of any **Insured** arising out of and in the course of the employment by any **Insured,** or any **Claims** of the spouse, child, parent, sibling, or other dependent of the employee as a consequence of such **Bodily Injury**;

f) any **Claim** arising out of libel, slander, defamation, invasion of the right of privacy, the publication of disparaging or derogatory material or information, or discrimination.

g) any **Claim** based upon or arising out of a violation or alleged violation of any anti-trust, price fixing or restraint of trade law or any infringement of patent, trademark, service mark or trade name;

h) any **Claim**:

   i) arising out of, involving or connected with the **Insured's** products dispensed by or purchased through a vending machine or other mechanical vending or dispensing device.

   ii) for damages, including loss of use of property resulting from the withdrawal, recall, replacement, abandonment, confiscation or seizure of the **Insured's** products or for work completed by or for the Named Insured or to any property of which such products or work form a part.

   iii) for damages, including loss of use of property resulting from inspection, maintenance or repair of the **Insured's** products or of work completed by or for the Named Insured, on any property of which such products or work form a part;

i) any **Claim** arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named;

j) any **Claim** arising from any condition directly or indirectly caused by or associated with Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD);

k) any **Loss** which results from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission;

l) any **Claim** which results from a **Loss** which takes place in whole or in part prior to the **Retroactive Date** as mentioned in Policy Schedule;

m) any **Claim** arising out of a **Loss,** the circumstances of which the **Insured** were aware of or ought reasonably to have been aware of prior to the inception of this Policy;

n) any injury or **damages** resulting in a claim or suit by any **Insured** against any other **Insured;**

o) any treble damages or any other damages resulting from the multiplication of compensatory damages, or any punitive damages, exemplary damages, fines or penalties;

p) **Human Clinical Trials** which begin less than thirty days following submission of the investigational new drug identification number;

q) **Human Clinical Trials** which continue after a clinical hold has been placed on such **Human Clinical Trial** by the CENTRAL DRUGS STANDARD CONTROL ORGANIZATION (CDSCO) or Drug Controller General of India (DCGI) or Any Equivalent Local Authority, and prior to the CDSCO or DCGI or Any Equivalent Local Authority approving the re-commencement of such **Human Clinical Trial**;

r) any **Human Clinical Trial** performed without the written consent of each test subject obtained prior to the participation of such test subject in such **Human Clinical Trial**;

s) any liability directly or indirectly arising out of **Bodily Injury** or property damage from (a) the Clean-up of Pollutants; or (b) the actual, alleged or threatened (i) discharge, dispersal, release or escape of Pollutants; or (ii) seepage of Pollutants; or (iii) subsequent to (i) or (ii) above, movement or spread of Pollutants from one location to another;

   The word "Pollutants", wherever used in this Exclusion, means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes material to be recycled, reconditioned or reclaimed;

   The word "Clean-Up", whenever used in this Exclusion, means the cleaning-up, testing for, monitoring, removing, containing, treating, detoxifying, or neutralizing of Pollutants or their effects, whether or not any of the foregoing are or should be performed by the **Insured** or by others.

Unless caused by any of the **Insured's** products that have been discarded, dumped, abandoned, or thrown away, (b) above shall not apply with respect to the **Insured's** products other than in respect of any **Claims** in respect of **Losses** for **Bodily Injury** or property damage relating to the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants" on to, into or beneath (a) any body of water whether above or below ground level or (b) any land.

The foregoing shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had the foregoing not been included.

E. GENERAL CONDITIONS

It is a condition precedent to the right of the **Insured** to be indemnified under this Insurance that the **Insured** comply with the Conditions hereinafter set forth, and failure on the part of the **Insured** to comply therewith shall preclude the right of the **Insured**, or of any judgement creditor of the **Insured**, to recover hereunder.

It is a condition precedent to any recovery hereunder that at the inception date of this Insurance the **Insured** does not know of any facts or circumstances which might reasonably be expected to result in **Claims** or suits being made against the **Insured**, in respect of coverage offered hereunder other than as disclosed in the Application;

1. Prior To The Commencement Of Human Clinical Trials

(a) Prior to the commencement of **Human Clinical Trials**, but only if required by law, the Insured must have received the applicable registration with the Clinical Trials Registry - India or any equivalent local authority for each **Pharmaceutical**. Such **Human Clinical Trials** must be conducted in strict compliance with DCGI or CDSCO or any local regulator procedures and the Drug & Cosmetic (Amendment) Act 2008 or any local laws and regulation.

(b) The **Insured** must notify **Us** in writing at least thirty days prior to the commencement of any additional **Human Clinical Trials**. Such notification shall include the particulars of the study. The **Company** reserves the right to decline coverage of such additional **Human Clinical Trials**, or to charge an additional premium to include such coverage.

(c) Insured should comply with the Declaration of Helsinki developed by the World Medical Association (Ethical Principles for Medical Research Involving Human Subjects) in the latest version.

(d) Insured should comply with the Good Clinical Practice (GCP) provided by the International Conference on Harmonization (ICH) in the latest version.

(e) Insured should comply with the Organisation for Economic Co-operation and Development (OECD) Principles of Good Laboratory Practice (GLP).;

(f) Insured should comply with the current Good Manufacturing Practice (GMP) applied by the pharmaceutical regulators in the country where the study is conducted if active pharmaceutical ingredients are applied.

(g) Presentation of the Written Study Protocol prior to the start of the trial. Where the **Human Clinical Trial** has already started, all necessary information and a statement that no claim has occurred so far or all information about occurred claims has to be provided to **Us**.

(h) The risks and benefits as well as the experimental character of the tests are explained in that way to the **Research Subjects** that no liability due to lack of or insufficient information may arise.

(i) Written informed consent in the language of the research subject, signed by each research subject.

(j) Consent of human research **Ethics Committee** to be given before the start of the **Human Clinical Trial**.

(k) National Regulations are followed – responsibility for compliance lies with the sponsor.

2. Other Insurance

This Insurance shall be in excess of the applicable retention of any other valid and collectible Insurance available to the **Insured** whether such other Insurance is stated to be primary, contributing, excess, contingent or otherwise, unless such other Insurance specifically applies as excess Insurance over the Limits of Liability provided in this Insurance.

3. Territory

This Insurance applies solely to Claims arising from a Loss in India, provided such Claims or suits are brought in the India.

4. Inspection

Any of the **Company's** authorized representative shall have the right and opportunity whenever **We** desire, to inspect at any reasonable time the premises and all the products, ways, works, machinery and appliances thereof, but **We** assumes no responsibility or duty by reason of such inspection or by the omission thereof. The **Insured** agrees to provide appropriate personnel to assist the **Company's** representative during such inspection.

5. Premium Adjustment

If any part of the Deposit Premium is based on estimates furnished by the **Insured** the **Insured** shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record within one month of the expiry of the Period of Insurance the **Insured** shall furnish such information as the Company may require. The Deposit Premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the Company of any Minimum Premium.

6. SUBROGATION

In the event of a **Claim** under this Insurance, the Company shall be subrogated to the extent of such **Claim**, to all the rights and remedies of the **Insured** against any party in respect of such **Claim** and shall be entitled at their own expense, to sue in the name of the **Insured**. The **Insured** shall give to the Company all such assistance as the Company may reasonably require to secure their rights and remedies, and at the Company's request, shall execute all documents necessary to enable the Company effectively to bring suit in the name of the Insured, including the execution and delivery of the customary form of loan receipt, in the event of payment of the **Claim** by the Company to the **Insured**.

7. ASSIGNMENT

This Insurance shall be void if assigned or transferred without the prior written consent of the Company. However, if the **Insured** shall die or become adjudged incompetent, this Insurance shall cover the **Insured's** legal representatives as the **Insured** with respect to liability previously incurred and covered by this Insurance.

8. APPLICATION

By acceptance of this Insurance, the **Insured** agrees that the statements in the Policy Schedules and any proposal are the **Insured's** agreements and representations, that they are deemed material and part of this Insurance, and that this Insurance is issued in reliance upon the truth of such representations, and that this Insurance embodies all agreements existing between the **Insured** and the Company, or any of their agents or representatives relating to this Insurance.

9. FALSE OR FRAUDULENT CLAIMS

If the **Insured** shall make any **Claim** knowing the same to be false or fraudulent as regards amount or otherwise, this Insurance shall become null and void and all rights of the **Insured** hereunder shall be forfeited

10. ACTION AGAINST THE COMPANY

No action shall be instituted or maintained against the **Company** by the **Insured** to recover for any **Loss** under this Insurance unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Insurance, nor unless it shall be brought after the amount of such **Loss** shall been fixed or rendered certain either by final judgement against the **Insured** by the Court of last resort after trial of the issues and the time of appeal therefrom have expired without an appeal having been taken, or if an appeal has been taken

then until after the appeal has been determined, or by agreement between the parties with the written consent of the Company.

In no event shall any action be instituted or maintained against the Company by the **Insured** or any other person unless brought within twelve months after the right of action accrues hereon.

Nothing contained in this Insurance shall give the **Insured** or any person, firm, corporation or organisation, any right to sue the Company directly or to join the Company as a defendant, a co-defendant or a third party in any action against the Insured to determine the Insured's liability.

The insolvency or bankruptcy of the **Insured** shall not relieve the Company from any payment otherwise due hereunder, and in case execution against the **Insured** is returned unsatisfied because of such insolvency or bankruptcy, the judgement creditor shall have the right of action against the Company under the terms of this Insurance to recover the amount of the judgement in said action, but in no event exceeding the Limits of Liability as mentioned in Policy Schedule.

11. Insured's Duty In the Event of a Claim or Suit

In the event of any **Loss**, **Claim** or suit the **Insured** shall promptly at their expense take all reasonable steps to prevent other **Claims** from arising out of the same, or similar, general harmful conditions.

The **Insured** shall give **Us**, by way of the person named for such purpose as mentioned in policy Schedule, prompt notice in writing:

(a) of any **Claim** or suit made against their together with any summons or other process served upon the **Insured**;

(b) Of the receipt of notice from any person of an intention to hold the **Insured** responsible for any **Loss** in respect of which coverage is provided hereunder.

The **Insured** shall not interfere in any way in respect of any negotiations for the settlement of any **Claim** or suit, nor in the conduct of any legal proceedings, but shall, at all times, at the request of the **Company**, or their authorized representatives, render to them all possible co-operation and assistance. The **Insured** shall not voluntarily assume or admit any liability nor without the **Company's** prior written consent settle any **Claim** nor incur any expense, except at his/her own cost.

The **Insured** shall co-operate with **Us** in all matters which **We** deem necessary in the investigation of any **Claim** or in the defence of any suit, and the prosecution of any appeal and, upon the **Company's** request, shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, as well as in the giving of written statement or statements to the **Company's** representatives, and shall attend meetings with other representatives for the purpose of investigation and/or defence.

12. Discovery Clause

If during the **Period of Insurance,** the **Insured** first becomes aware of a **Loss** which may result in **Claims** for which coverage is provided under this Policy, and if the **Insured** shall during the **Period of Insurance** give written notice to the **Company** for:

(a) the specific **Loss**; and

(b) the injury or damage which has or may result from such **Loss**; and

(c) the circumstances by which the **Insured** first becomes aware of such **Loss**;

then any **Claims** subsequently made against the **Insured** arising out of such **Loss** shall be deemed for the purposes of this Policy to have been made during the **Period of Insurance**. The **Insured** shall co-operate fully with **Us** as provided in **Condition 11**, and any investigation conducted by the **Company** or their representatives shall be subject to the terms set forth in this Policy.

13. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or stop **Us** from asserting any rights under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

14. Apportionment Of Costs

Whenever any **Claims** which are treated as resulting from a **Loss** are finally resolved for an amount exclusive of **Costs**, which exceeds the Each Loss Retention specified in the Schedule, then the **Insured** shall pay its share of the overall **Costs** in relation to that **Claim** or **Claims** which shall be calculated by dividing the amount of the Each Loss Retention, by the amount of the claim payment exclusive of **Costs**

In no event shall the liability of the **Company** exceed the relevant **Limits of Liability** as mentioned in Policy Schedule, which are inclusive of **Costs**.

15. Currency

The premium and **Losses** under this Insurance are payable in Indian Rupees.

16. Insolvency

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the **Insured** and/or any insurer shall not operate to:

a. deplete the Retention amount as mentioned in Policy Schedule;
b. increase the **Company's** liability under this Policy;
c. increase any insurers' share of liability under this Policy.

17. Cancellation

This insurance may be cancelled by the Company if the Named Insured fails to pay any additional premium that may become due during the **Period of Insurance**, however, nothing contained in this condition shall be construed to change Condition 16. of this Insurance. The Company may cancel this Insurance as aforesaid by sending by registered or certified mail notice to the Named Insured stating when, not less than ten (10) days thereafter, cancellation shall be effective.

The insurance may be cancelled by the Named Insured by sending by registered or certified mail notice to the Company stating when, thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by the Company to the Named Insured at the address shown in this document shall be sufficient proof of notice and this Insurance shall end on the effective date and hour of cancellation state in the notice. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If this Insurance shall be cancelled by the Named Insured the Company shall retain the short rate proportion of the premium for the period this Insurance has been in force, calculated in accordance with the attached Short Rate Cancellation Table. If this Insurance shall be cancelled by the Company they shall retain the pro-rata proportion of the premium for the period this Insurance has been in force. Notice of cancellation by the Company shall be effective even though the Company make no payment or tender of return premium with such notice.

SHORT RATE CALCULATION TABLE

A. For insurance written for one year: -

Days Insurance in Force	Percent of one year Premium
Up to - 83	33%
84 - 87	34%
88 - 91	35%
92 - 94	36%
95 - 98	37%
99 - 102	38%
103 - 105	39%
106 - 109	40%
110 - 113	41%
114 - 116	42%
117 - 120	43%

121 - 124	44%
125 - 127	45%
128 - 131	46%
132 - 135	47%
136 - 138	48%
139 - 142	49%
143 - 146	50%
147 - 149	51%
150 - 153	52%
154 - 156	53%
157 - 160	54%
161 - 164	55%
165 - 167	56%
168 - 171	57%
172 - 175	58%
176 - 178	59%
179 - 182	60%
183 - 187	61%
188 - 191	62%
192 - 196	63%
197 - 200	64%
201 - 205	65%
206 - 209	66%
210 - 214	67%
215 - 218	68%
219 - 223	69%
224 - 228	70%
229 - 232	71%
233 - 237	72%
238 - 241	73%
242 - 246	74%
247 - 250	75%
251 - 255	76%
256 - 260	77%
261 - 264	78%
265 - 269	79%
270 - 273	80%
274 - 278	81%
279 - 282	82%
283 - 287	83%
288 - 291	84%
292 - 396	85%
297 - 301	86%
302 - 305	87%
306 - 310	88%
311 - 314	89%
315 - 319	90%

320 - 323	91%
324 - 328	92%
329 - 332	93%
333 - 337	94%
338 - 342	95%
343 - 346	96%
347 - 351	97%
352 - 355	98%
356 - 360	99%
361 - 366	100%

B. For Insurance written for more or less than one year:-

1. If this Insurance has been in force for 12 months or less, apply the short rate table to the full annual premium determined as for an insurance written for a term of one year.

2. If this Insurance has been in force for more than 12 months with premium pre-paid in full for the original period:-

a) Determine full annual premium as for an insurance written for a term of one year;

b) Deduct such premium from the full insurance premium and on the remainder calculate the pro-rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written;

c) Add premium produced in accordance with items a) and b) to obtain earned premium during full period insurance has been in force.

C. If this Insurance is in force for more than 12 months and premium paid in instalments:-

a. Determine full annual premium for the annual period in which cancellation is effective;

b. Calculate the earned portion of the premium determined under i) above based upon the short rate table and the difference between the earned premium thus calculated and the premium actually paid by the **Insured** for the Annual Period during which cancellation was effected shall be returned to the Named Insured it being understood and agreed that any premium for any Annual Period prior to the Annual Period in which cancellation is effective is fully earned and shall be retained by the Company.

18. ARBITRATION CLAUSE

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.

19. Limits of Liability

The liability for each **Loss** including **Costs**, shall not exceed the amount mentioned in **Policy Schedule** for "Each Loss" and, subject to that limit, the total limit of the **insurer's** liability for all **Losses** during the **Period of Insurance** shall never exceed the amount stated mentioned in **Policy Schedule** as "Aggregate". The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of suits by more than one person or organisation, shall not operate to increase the Limits of Liability as mentioned in **policy schedule**.
The periods referred to in Condition - "Discovery Clause" hereof or the Extended Reporting Period if applicable, shall in no event increase the **Limits of Liability** as mentioned in **Policy Schedule**.

20. Deductible

In respect of any **Loss** covered hereunder, this Policy shall only pay the excess of the Retention amount as specified in Policy Schedule in respect of each **Loss** including **Costs**.

21. Customer Grievance Redressal Policy:

We are 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.

Email: grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

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

Sl. No.	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road,	E-mail: oio.lucknow@cioins.co.in	0522-4002082

		Hazratgani, Lucknow- 226001,		
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

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

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman

MEMORANDA ATTACHING TO POLICY

1. WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes any loss damage or injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

i. war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or

ii. any act of terrorism

For the purpose of this Memorandum an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This Memorandum also excludes loss damage bodily injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **(i)** and/or **(ii)** above

If the **Company** allege that by reason of this exclusion any loss damage injury cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

In the event any portion of this Memorandum is found to be invalid or unenforceable the remainder shall remain in full force and effect

2. SPECIFIED HUMAN CLINICAL TRIAL

Notwithstanding anything contained in the Business within the Policy Schedule it is agreed this **Policy** applies solely to the undernoted **Human Clinical Trial**:

Name of Trial: As per policy schedule

All as per details lodged with the **Company**.

3. EXTENDED INCIDENT REPORTING PERIOD

Notwithstanding anything contained in Insuring Agreements of the Cover to the contrary it is agreed that **W**e will indemnify the Insured in respect of any Claim first made in writing against the Insured and notified to **Us** during the Extended Incident Reporting Period specified in this Memorandum.

Provided that

i. such Claim would have been admissible under this Policy had such Claim been made in accordance with Insuring Agreements of the Cover.
ii. the incident giving rise to such Claim occurred after the Retroactive Date and before the end of the Period of Insurance
iii. such Claim shall for the purposes of this Policy be deemed to have been made on the last day of the Period of Insurance
iv. the Extended Incident Reporting Period shall not reinstate or increase the Limits of Indemnity or extend the Period of Insurance.

It is further agreed that this Extended Incident Reporting Period may not be cancelled.

The Extended Incident Reporting Period is six (6) months from the end of the Period of Insurance.

4. TOBACCO AND NICOTINE PRODUCTS HEALTH EXCLUSION

We shall not be liable for Bodily Injury which arises directly or indirectly from the

(i) advertising by any medium
(ii) promotion including sponsorship of any kind of any Product comprising or containing tobacco or nicotine
(iii) consumption in any form of any Product containing tobacco or nicotine

This Memorandum shall not apply in respect of any liability for Bodily Injury which arises directly from any Product containing tobacco or nicotine

(a) which is defective solely due to an error in design manufacture or distribution

(b) where such liability arises out of a defect in any substance or material other than tobacco or nicotine used in the production of any Product containing tobacco or nicotine

but does not arise from the tobacco or nicotine in such Product

Solely for the purposes of this Memorandum the term "Bodily Injury" is deemed to include but is not limited to death addiction or the contraction aggravation or exacerbation of any disease sickness injury or disorder of the body or mind caused or alleged to have been caused by tobacco or nicotine.

5. MANSLAUGHTER DEFENCE COSTS (ETHICS COMMITTEE)

We will indemnify the Ethics Committee or any member thereof in respect of legal costs and expenses incurred with the **Company** written consent in the defence of any criminal proceedings brought (or in an appeal against conviction arising from such proceedings) as a result of manslaughter arising from any event which may be the subject of indemnity under this **Policy.**

PROVIDED THAT

I. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the Business

II. **We** will not provide indemnity

(a) for fines or penalties of any kind

(b) in respect of proceedings consequent upon

(i) any deliberate act or omission

(ii) **Bodily Injury** sustained by any **Employee** of the **Insured** arising out of and in the course of employment by the **Insured** in the Business

(iii) the ownership, possession or use by or on behalf of the **Insured** or any person entitled to indemnity of any mechanically propelled vehicle while being used in circumstances where insurance or security is required by law.

6. CYBER LIABILITY EXCLUSION

We shall not be liable to indemnify the Insured under this Policy in respect of any liability, claim, loss, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

Any

i. access to, damage to or loss, destruction, erasure, corruption or alteration of electronic data.

ii. errors in creating, amending, entering, deleting or using electronic data.

iii. inability, delay or failure to receive, send, access, permit access or use electronic data.

iv. access to or disclosure of any personal or corporate information.

v. hacking, cyber-attack, virus, worm, spyware, trojan horse, phishing or malicious computer programme.

7. MEDICAL EXPENSES EXCLUSION

We shall not be liable to indemnify the **Insured** under this **Policy** in respect of any medical management expenses or medical care expenses incurred by or on behalf of or in the treatment of any **Research Subject**. This exclusion shall not apply if it is proven, after a determination being made by the Study Investigator and/or the Drugs Controller General of India (DCGI), that the **Bodily Injury** was directly caused by the pharmaceutical or medical device used or medical procedure outlined in the subject **Trial** as agreed by the **Company.**

All Memoranda are subject otherwise to the terms exceptions and conditions of the Policy.