Digit Clinical Trial Insurance Policy

UIN: IRDAN158CP0009V01202122

Policy Wordings

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A. PREAMBLE

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**, **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, deductibles 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 or death (including death resulting from any of the foregoing) sustained by trial subject on or after the Retroactive Date as mentioned in Policy Schedule directly arising from a **Human Clinical Trial.**
   The words **"Bodily Injury"** shall also mean mental injury, anguish or shock sustained by trial subject.
2. **Claim**
   Claim means any written demand received by the Insured for money or services, including the service of a notice to the Drug Controller General of India (DCGI) or Any Equivalent Local Authority, or a suit or institution of arbitration proceedings against the Insured.
   For the purposes of the Policy, any contact made by the trial subject or its representatives (either in writing or orally) informing the Insured or its agent of any **Bodily Injury** suffered as a result of the **Human Clinical Trial** will also be deemed as a Claim. For this purpose, the Insured is required to promptly share with Us a copy of the report shared with the **Ethics Committee** or the Drugs Controller relating to the **Bodily Injury.**
3. **Costs**
   The word **"Costs"** whenever used in this Policy shall mean all reasonable fees, costs and expenses necessarily incurred by or on behalf of **the Insured** directly in connection with 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 Insured or of any supervisory counsel retained by the **Insured.**
4. **Damages**
   The word "**Damages**" whenever used in this Policy shall mean compensatory, monetary, and statutory damages, other than fines, penalties, punitive or exemplary damages, which an **Insured** is legally obligated to pay including by reason of an order, judgment or settlement for liability on account of **Bodily Injury**.**Damages** shall not mean or include the return or offset of, or damages measured by fees, charges or commissions for services already provided or contracted to be provided; any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured** or any administrative costs incurred in respect of the **Indication** or any fines, penalties or loss arising due to cancellation/suspension of the **Trial** or any restrictions placed on the **Insured** to carry out any **Human Clinical Trials** under the applicable law which is in force in the jurisdiction in which the **Human Clinical Trial** occurs.
5. **Ethics Committee**
   The word "**Ethics Committee**" wherever used in this Policy shall mean a committee which has been duly constituted in accordance with the rules and regulations, as applicable from time to time and in-force in the jurisdiction in which the **Human Clinical Trials** takes place, and which has approved the **Human Clinical Trial** in respect of which a **Claim** is made.
6. **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.
7. **Indication**
   The word "**Indication**" whenever used in this Policy shall mean medical reasons to prescribe a **Pharmaceutical** or perform a treatment.
8. **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.

9. 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.

10. Medical Device

Medical device means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent or other similar or related article, component part or accessory:

• recognized as such in the official National Formulary, the official Indian Pharmacopoeia or any supplement to any of them;

• intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in human beings; or

• intended to affect the structure or any function of the human body;

• which does not achieve its primary intended purposes through chemical action within or upon the human body and which is not dependent upon being metabolized for the achievement of its primary intended purposes.

Medical device does not include any drug or food.

11. Medical Procedure

A medical procedure is a course of action intended to achieve a result in the delivery of healthcare as detailed in the protocol.

12. Period Of Insurance/Policy Period

The term "**Period of Insurance/Policy Period**" 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.

13. 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.

14. Policy

Policy means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

15. 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.

16. 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.

17. Protocol

The word "**Protocol**" wherever used in this Policy shall mean a written document that describes the objectives, design, methodology, statistical considerations, and organisation of a **Human Clinical Trial** in sufficient detail, as approved by the applicable committee of the **Insured**.

18. Retroactive Date

Retroactive Date means the date(s) as shown in **Policy Schedule**.

This insurance does not apply to **Bodily Injury, Covered Incident** which occurs before the **Retroactive Date**, and is always subject to

a. Narrower of applicable Limits and

b. Lower of applicable coverage

c. Evidence of Expiring cover through until **Retroactive Date**

19. **Relatives**
Relatives means your spouse, Children, parents and siblings mentioned in Policy Schedule.

20. **Research Subject/Trial Subject/Test Subject**
shall mean an individual legally resident within the geographical limits of India, whether a patient or not, who participates in a Clinical Trial either
- as a recipient of an investigational Medicinal Product or of some other treatment or product, or
- without receiving any treatment or product, as a control

21. **Sponsor**
The sponsor is an individual or a company or an institution that takes the responsibility for the initiation, management and / or financing of a clinical trial.

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

23. **We, Us, Our, Digit, Insurer, Company**
means Go Digit General Insurance Limited.

24. **You, Your, Insured**
means a person or an entity or an organization qualifying as an **Insured**

C. COVERAGES

We will pay on behalf of the **Insured** those sums which the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury** resulting from each **Loss** arising out of the use of a **Pharmaceutical or medical device or medical procedure** during the performance of **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 each **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.

Coverage will be available on two basis as opted by **You** and mentioned in **Policy Schedule**

Basis A – Indemnity against legal liability under Clinical Trial Compensation Rules and any subsequent amendment to the said act prior to issuance of policy. Maximum liability of the Company will be restricted to limit of liability arising within the Clinical Trial Compensation Rules. Any legal liability under tort law which is beyond Clinical Trial Compensation Rules will not be payable.

Basis B – Indemnity against legal liability as per tort law and/or under Clinical Trial Compensation Rules will be payable. Maximum liability of the Company will be restricted to limit of liability arising within the Clinical Trial Compensation Rules or tort law whichever is applicable.

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 **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 Schedule, 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 **Limits of Liability** has been exhausted by payment of judgements or settlements or **Costs**.

Inbuilt Cover:
The inbuilt cover and the Limit of Liability for inbuilt cover under **Base Coverage** is mentioned in **Your Policy Schedule**, wherever applicable. These limits are within the Limit of Liability opted under **Base Coverage.** The terms and conditions for the inbuilt cover is as mentioned below.

a) **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's** 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

1 the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the Business specified under the Schedule

2 the **Company** 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 specified under the Schedule

(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.

Optional Cover:

The covers listed below are optional covers and will be applicable only if **You** have selected them at the time of purchase and they are mentioned in your **Policy Schedule**.

All the below covers are subject to terms, conditions, warranties, deductible and exclusions mentioned in the Policy.

1. Coverage for Relatives:

If **You** have opted this cover, **We** will pay on behalf of the Insured those sums which the Insured becomes legally obligated to pay as **Damages** because of **Bodily Injury** sustained by any **Relative** of trial subject directly resulting from trial subject's **Bodily Injury** provided that:

i. Limit of Liability for **Relatives** will be as per mentioned in **Policy Schedule** and will be within the limits opted under Base Coverage.

ii. Claim should be admissible under the base **Policy**.

2. Medical Management Expenses:

If **You** have opted this cover, **We** shall indemnify the **Insured** basis the below mentioned options opted by **You** and mentioned in **Policy Schedule**.

i. Option 1

Any medical management expenses incurred by or on behalf of or in the treatment of any **Research Subject ,**as long as required as per the opinion of Study Investigator and/or the Drugs Controller General of India (DCGI) or any Equivalent Local Authority, or till such time it is established that the **Bodily Injury** was not directly caused by the pharmaceutical or medical device used or medical procedure outlined in the Human Clinical Trial as agreed by the **Company** whichever is earlier**.**

ii. Option 2

Any medical management expenses incurred by or on behalf of or in the treatment of any **Research Subject,** if it is proven, after a determination being made by the Study Investigator and/or the Drugs Controller General of India (DCGI) or any Equivalent Local Authority, 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**.

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 committed 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;

c) any **Claim** based on any express warranty of the **Insured**, except the warranties mentioned in the consent form as required by the applicable Clinical Trial Rules;
d) specific liabilities for which the insured may be held liable under Employee's Compensation, Employer's Liability or any other 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** even if the employee is the Research Subject, 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; unless specifically agreed by the Company
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); unless specifically agreed and mentioned in your Policy Schedule.
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) Liability arising from the failure of the **Pharmaceutical** (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified, warranted or guaranteed; liability for compensation of any kind or description to research participants receiving placebo in consideration of such placebo's failure to provide therapeutic benefit; liability in relation to the natural progression of an underlying disease;
t) **Costs** incurred in the reconditioning, improvement, modification, or replacement of any **Pharmaceutical** or any part thereof or any financial loss consequent upon the necessity for such reconditioning, improvement, modification or replacement;
u) **Costs** arising out of the recall of any **Pharmaceutical** or any part thereof;
v) Any liability arising from the failure by the **Insured** to follow the **Protocol** as submitted to Us prior to the **Human Clinical Trial**, including any amendments to the **Protocol**, except that **We** have received prior written notice of

the amendment in accordance with the conditions of this Policy;

w) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from, any substance known to have harmful side effects;

x) 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.

y) **War And Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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:

(1) 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

(2) any act of terrorism

For the purpose of this exclusion, 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

It 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 **(1)** and/or **(2)** 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 exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

z) **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 of tobacco or Nicotine

(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

unless specifically agreed and mentioned in Your Policy Schedule.

This exclusion 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 exclusion, 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.

E. GENERAL CONDITIONS

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 as amended from time to time, New Clinical Trial Rules 2019 and any local laws and regulation.

(b) The **Insured** is required to submit to **Us** the **Protocol** for the **Human Clinical Trial** as approved by the **Ethics Committee**. The **Insured** must ensure that the **Human Clinical Trial** is conducted in accordance with the **Protocol** submitted to **Us**. The **Insured** must also keep **Us** informed about any changes or amendments to the **Protocol** in writing within 30 days of such amendment coming into force.

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

(d) 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.

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

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

(g) 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.

(h) 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**.

(i) 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.

(j) Written and informed consent in the language of the research subject, signed by each research subject. Consent of the **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

If other valid and collectible insurance is available to the **Insured** for **Bodily Injury** 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.

3. Territory

This insurance applies solely to **Claims** arising from a Loss in the territory as mentioned in the Policy Schedule.

4. Limits of Liability

The liability for each **Research Subject** including **Costs**, shall not exceed the amount as mentioned in Policy Schedule for "Each Research Subject" and, subject to that limit, the total, cumulative and maximum limit of the **Company's**' liability for all **Research Subject** during the **Period of Insurance** shall in no event exceed the amount as 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.

5. Deductible

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

6. 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, furnish such information as **We** may require, and shall allow the Company to inspect such record within one month of the expiry of the **Period of Insurance.** 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 deposit premium(Policy Schedule)

7. 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**.

8. Extended Incident Reporting Period

Notwithstanding anything contained to the contrary in this Policy, it is agreed that **We** will indemnify **You** in respect of any **Claim** first made in writing against **You** and notified to **Us** during the Extended Incident Reporting Period specified in the **Policy Schedule**.

Provided that

(i) such **Claim** would have been admissible under this Policy had such **Claim** been made in accordance with Insuring Agreements of the Policy

(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 Liability** or extend the **Period of Insurance**

It is further agreed that this Extended Incident Reporting Period may not be cancelled. Extended Reporting Period will be as opted by **You** and mentioned in **Your** Policy Schedule.

9. 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**.**

10. Cancellation

Cancellation by Insurer:

a. Policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured fifteen days' notice by recorded delivery at last known address and e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

b. 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.

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

Cancellation by Insured:

Policy may be cancelled at the option of the insured within Fifteen (15) days' notice of cancellation and **We** will be entitled to retain premium on the basis of cancellation scale 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 in Risk	Premium Refund
Less than 25% of risk period	65.00%
More than 25%, but less than or equal to 50% of risk period	45.00%
More than 50%, but less than or equal to 75% of risk period	25.00%
Exceeding 75% of the risk period	0.00%

11. Duties in the Event of 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. An obligation assumed towards medical management in accordance with the applicable Clinical Trial Rules or any other law in force will not be considered in breach of the condition, provided that there is no delay in notifying the **Claim**.
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 4**, 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. 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**.

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. 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**.

18. 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**.

19. 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.

20. 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.

21. 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** capitalized 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.

22. 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.

23. 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.
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**.**

24. 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.

25. 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.

26. 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 **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.

27. 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 **insured** shall reimburse the Insurer for any payments made under this **Policy**.

28. 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.

29. 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**.

30. Reasonable Care

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

31. 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**.

32. 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 **Insured**; and
iii. other Documents of any **Insured** filed with a regulator and all other material information; submitted to **Us** in connection with this **Policy**.

33. 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**.

34. 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**).

35. 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**.

36. 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 Bldg. 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, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
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