DIGIT COVENANT LIABILITY POLICY
UIN: IRDAN158CP0007V01202223

Policy Wordings

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DIGIT COVENANT LIABILITY POLICY

Policy Wordings

A. PREAMBLE

Whereas the Insured Specified (You) named in the Schedule has made a proposal to Go Digit General Insurance Ltd. (hereinafter called the Company/DIGIT/Us), which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible.

The Liability of the Company in Any One Policy Period shall in no case exceed the Limit of Indemnity shown in the Schedule for any one loss.

B. DEFINITIONS

i. **Agreement Holders(s)/ Contract Holder(s)** means customer(s)/member(s)/associate(s)/ employees/ vendor(s) of the Insured or an entity who have entered into a Convenant with the Insured.
ii. **Bodily Injury** means physical injury, accidental death, sickness, disease suffered by Agreement Holder(s)/ Contract Holder(s) resulting from an Occurrence, but does not include death arising out of disease or other natural causes.
iii. **Business** means the business of the Insured specified in the Schedule.
iv. **Covenant** means any agreement/ contract / document/ plan/ program/ policy / manual which contains obligations, terms, conditions, exclusions agreed, either explicitly or implicitly, between the Insured and Agreement Holder(s)/ Contract Holder(s) and provided such agreed obligations are enforceable by law.
v. **Deductible** means, unless stated otherwise in this policy, the amount stated in the Schedule which is first deducted from a claim covered by this policy. The Company's liability to make any payment under the policy is in excess of the deductible.
vi. **Employee** means person engaged by the Insured under a contract of service or apprenticeship and directly or indirectly working with the Insured. This includes both statutory and common law employees.
vii. **Financial Loss** means Loss caused to Agreement Holder(s)/ Contract Holder(s) on account of the Occurrence and which is not accompanied by or is a result of bodily injury or property damage.
viii. **Limit of Indemnity** means the amount stated in the Schedule, which shall be the Company's total liability under this Policy (inclusive of Damages and/or Legal and Other Costs and/or Mitigation Costs and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.
ix. **Occurrence** means incidence or event that is precisely mentioned in the Covenant with Agreement Holder(s)/ Contract Holder(s) that may result into a Claim against the Insured.
x. **Policy Period** means the period between the policy effective date and the policy expiry date shown in the Schedule.
xi. **Policy** means the proposal, the Schedule including its annexure, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
xii. **Policy Schedule** means the document which mentions the premium amount, insured details, Covenant details, Policy Period, Deductible, Limit of liability.
xiii. **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
xiv. **Property Loss** means actual physical loss of or damage to tangible material property belonging to the Agreement Holder(s)/ Contract Holder(s) resulting from an Occurrence.
xv. **We, Our, Us, Ours, Company, Insurer** means Digit General Insurance Limited.
xvi. **You, Your, Yourself** means the Insured named in the Policy Schedule.

C. SCOPE OF COVER

1. Insuring Clause

We will indemnify You up to the Limit of Indemnity shown in the Schedule for all sums that You become legally liable to pay under Covenant as Compensation for "Bodily Injury" and/or "Property Loss" and/or "financial loss" caused to the Agreement Holder/ Contract Holder that:

a. results from an Occurrence precisely mentioned in Your Covenant; and

b. happens in connection with the business shown in the Policy Schedule within the Territorial Limit during the Period of Covenant in accordance with the terms of this Policy.

2. Legal and Other Costs

Within the Limit of Indemnity, together with the compensation referred to in the Insuring Clause (1 above), We will indemnify You for legal defence costs incurred in relation to a claim covered by this policy. You must obtain our prior written consent before incurring any legal defence costs.

3. Mitigation Costs

Within the Limit of Indemnity, this item covers the necessary cost of temporary repairs to prevent any immediate threat of Property Loss or Bodily Injury or financial loss, the liability for which would otherwise be indemnifiable under this policy.

D. GENERAL EXCLUSIONS

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Period of Covenant mentioned in your Policy Schedule.

2. Asbestos

This policy does not cover any liability connected in any way with asbestos, or with any product or material containing asbestos.

3. Explosives

This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.

4. Radioactive Contamination

This policy does not cover liability directly or indirectly caused by, or contributed to, or arising from:

a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or

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

5. War

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

6. Professional Advice

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

7. Specification, Formula or Design

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

a. any design, plan, specification, formula or pattern that You provide for a fee; or

b. any error or omission associated with any such design, plan, specification, formula or pattern;

8. Legal Liability in Tort

This policy does not cover any legal liability unless:

a. You have expressly assumed it in Covenant; and

b. the liability would not have attached in the absence of that Covenant.

9. Penalties and Damages

This policy does not cover liability for any:

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

10. Pollution

This policy does not cover:

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

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

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

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

11. Breach of Covenant

This policy does not cover Breach of Covenant where:

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

12. Consequential Loss

This policy does not cover liability arising as a consequence of "Bodily Injury" and/or "Property Loss" and/or "financial loss" indemnifiable under this policy.

13. Design, Material and Workmanship

This policy does not cover liability arising due to the following, unless a waiver is specifically agreed by Us pursuant to an endorsement to the policy:

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

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

14. Injury to Employees

This policy does not cover:

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

(d) any claim connected with an Employee's contract of employment.

15. Internet Operations

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

'Internet Operations' means any of the following:

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

E. GENERAL CONDITIONS

1. **Admission of Liability**

Unless You have obtained our prior written consent, neither You nor any of your Employees, agents or others acting on Your behalf may:

a. admit liability, fault or guilt in connection with any Occurrence; or
b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
c. settle any Agreement Holder/ Contract Holder claim, even though it may be within the amount of the Deductible.

2. **Alteration of Risk**

You must immediately inform us of any alteration/addition/change in the information/design/work methodology or insured Covenant terms and conditions that differs from that previously disclosed to us and you will pay any such additional premium as we require - if we decide to accept such differences.

3. **Cancellation**

a. Cancellation by Insured

Policy may be cancelled at the option of the Insured with Fifteen (15) days' notice of cancellation and We will be entitled to retain premium on below period scale of rates for the period for which the cover has been in existence prior to the cancellation of the Policy. The balance premium, if any, will be refundable to the insured.

In case of cancellation of Policy by the insured, premium would be refunded as per below table subject to there being no Claim under the Policy:

Period on Risk	% of Premium to be Refunded
Less than 2% of Risk Period	90%
Less than 10% of Risk Period	75%
Less than 15% of Risk Period	65%
Less than 25% of Risk Period	50%
Less than 35% of Risk Period	40%
Less than 50% of Risk Period	25%
Less than 75% of Risk Period	15%
Exceeding 75% of Risk Period	0%

b. Cancellation by Insurer:

This insurance may also at any time be terminated at the option of the Insurer, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

Your policy will automatically be cancelled from the time your business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or trustee in bankruptcy is appointed to you or any of your assets.

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

4. **Claim Conduct**
In case of any Occurrence that may give rise to a claim under your policy, you must:
   a. inform us of this as soon as you can and in any event within 30 days of becoming aware of any such loss or damage. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
   b. provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
   c. take all steps within your power to minimise the extent of loss, damage or liability;
   d. preserve any property affected and make it available for us or our representatives; and
   e. inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and
   forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
   f. advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim; and
   g. provide any assistance that we may reasonably require.
5. **Non Disclosure**
The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.
6. **Inspection**
You must allow us or our representative to inspect any Covenant documents and to audit any financial or other records relevant to this insurance at any reasonable time.
7. **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 Geographical Limits 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.
8. **Reasonable Care**
Without exception, You and your Employees must take all reasonable steps to prevent incurring any loss, damage or liability
9. **Subrogation**
If you have a right to recover your loss from any other party, then, on accepting liability and indemnifying You under your policy, we will be entitled to exercise that right in your name and for our own benefit. This is called 'subrogation'. You must fully co-operate with us in exercising that right. If you are another party insured under this policy, we will not exercise subrogation against you as long as you have not forfeited your right to indemnity under this policy.
10. **Contribution**
If at the time of any loss or damage, there is some other insurance policy, apart from this one, insuring the same liability, we shall not be liable for more than the ratable proportion of such loss or damage.
11. **Dispute Resolution**
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.
12. **Renewal**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances,renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud 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.

Customer Grievance Redressal Policy:

We hope that we never leave you dissatisfied, however if you 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
The contact details of the Insurance Ombudsman centers are mentioned below:

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, 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