DIGIT SPECIFIC RISK POLICY

UIN: IRDAN158CP0089V01202021

Policy Wordings

PREAMBLE

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils, as opted by You and mentioned in the Policy Schedule/ Certificate of Insurance, occurring during the Policy Period, or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

DEFINITIONS

1. **Accident** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Bodily Injury** means physical injury, illness or disease of or to any third party.
3. **Burglary/Housebreaking** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal Property Insured therefrom.
4. **Claim** means a claim under an Operative clause in respect of an insured peril that has taken place against which the Insured has made a demand for payment.
5. **Compensation** means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.
6. **Employee** means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.
7. **Excess/Deductible** means the amount stated in the Policy Schedule/ Certificate of Insurance, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
8. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule/ Certificate of Insurance and terminating at Policy End Date and time as specified in the Policy Schedule/ Certificate of Insurance to this Policy.
9. **Policy** means the Proposal, Policy Wording, the Policy Schedule/ Certificate of Insurance and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
10. **Policy Schedule/ Certificate of Insurance** means the schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
11. **Property Damage** means
    a. **For Section I - Loss of or Damage to Property Insured:** actual physical damage to the Insured property
    b. **For Section II - Third Party Liability:** actual physical damage to tangible property belonging to any third party.
12. **Proposal** means any signed proposal either in physical or electronic form, with filled up questionnaires and declarations, statements and any information in addition thereto supplied to the Company by Insured or on Insured's behalf.
13. **Property Insured** means the Items stated in the Policy Schedule/Certificate of Insurance.
14. **Sum Insured** means the amount stated in the Policy Schedule/ Certificate of Insurance, which shall be the Company's maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
15. **Theft** shall mean intending to take dishonestly any movable Insured Property out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Insured Property and does not include larceny, pilferage and the like.
16. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.

17. **You, Your(s), Insured** means the Person named in the Policy Schedule/ Certificate of Insurance.

OPERATIVE CLAUSE

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured and/or Limit of Liability mentioned in Your Policy Schedule/ Certificate of Insurance against loss of or damage to the Property Insured and/or liability suffered or occurring during the Policy Period and covered in the following Sections, provided always that the liability of the Company shall in no case exceed:

- **For Section I – Loss of or Damage to Property Insured:** The Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance.
- **For Section II – Third Party Liability:** The Limit of Liability for any one Accident and in Aggregate i.e., Any one Year Limit mentioned in the Policy Schedule/ Certificate of Insurance.

SECTION I: LOSS OF OR DAMAGE TO PROPERTY INSURED

Insuring Clause:

Under this Section, We will pay up to the Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance, as per the Sum Insured basis opted by You, for any loss of or damage to Property Insured, within the Territorial Limits, against the below mentioned perils specifically opted by You and mentioned in the Policy Schedule/ Certificate of Insurance:

Option 1 : All Risk Cover except the perils specifically excluded and mentioned in this Policy .

Option 2 : You can select one or combination of more than one Peril as listed below.

a) Fire, Lightning, Explosion
b) Riot, strike, malicious damage
c) flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances
d) Earthquake (fire and shock)
e) Mechanical or electrical derangement/breakdown
f) Burglary or Housebreaking or Robbery
g) Theft
h) Accidental Damage

Provided always that,

a. such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule/ Certificate of Insurance or during any further Period for which We may accept payment for the renewal or extension of this Policy.
b. the liability of the company shall in no case exceed the Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance.

SPECIFIC EXCLUSION APPLICABLE TO SECTION I:

This Policy does not cover the following, unless specially mentioned in the Policy Schedule/ Certificate of Insurance and expressly insured by the Policy: -

1. The amount of the Excess specified in the Policy Schedule/ Certificate of Insurance ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Any Loss or damage arising out of a peril listed under Insuring Clause of Section I: Loss of or Damage to Property Insured not specifically mentioned in Your Policy Schedule/Certificate of Insurance.
3. Loss of or Damage to property not belonging to or held in trust by or in the custody or control of the Insured.
4. Loss of or Damage to property caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause or due to deformation or distortion.
5. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, paintings, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless

caused by fire and/or accident.

6. Cracking, scratching, denting, chipping or breakage or any other aesthetic defect not affecting the operation or function of the Property Insured.
7. Cost of normal upkeep and normal maintenance.
8. Over-winding, denting or internal damage of watches and clocks.
9. Loss of or damage to money, securities, virtual currency, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers' cheques, business books or documents.
10. Loss of or damage to accessories and/or tools and/or items of consumable nature and/or packaging material including but not limited to lubricating oil, fuel, catalyst, refrigerant, dowtherm etc.
11. Theft from any vehicle except vehicle of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
12. Any damage to the Property Insured that existed before the Policy Inception i.e. any Pre-existing damage.
13. Any Loss or Damage to property that is prototype in nature
14. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract/maintenance agreement.
15. Loss or damage arising due to defective design or workmanship by the manufacturer or supplier.
16. Loss or damage caused by or arising out of the willful act or willful neglect or contributory negligence of the insured or his responsible representatives.
17. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
18. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
19. Loss or damage arising from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
20. Loss or damage arising from delay, detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the government or any public or local authority or Customs.
21. Loss or damage resulting out of misuse or abuse, unlawful act or illegal activities including criminal acts or intentional or fraudulent act with an objective to gain undue benefit or economical gain.
22. Loss or damage due to theft or attempted theft by any employee or any other person with a connivance of the Insured or any employee.
23. Consequential losses of any kind including but not limited to loss of profit, business interruption, market loss.
24. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
25. Legal liability of any kind, except to the extent covered under "**Section II – Third Party Liability**", if opted by You.
26. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
27. Loss or damage directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
28. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
29. Loss or damage to the Property Insured whilst in Transit under contract of affreightment unless agreed and specifically mentioned in the policy schedule/ Certificate of Insurance.
30. Any loss or damage due to Subsidence and landslide (including rockslide) unless agreed and specifically mentioned in the policy schedule/ Certificate of Insurance
31. **Cyber Exclusion Clause:**
    Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
ELECTRONIC DATA means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

32. **Terrorism Damage Exclusion Warranty**:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule/ Certificate of Insurance.

For the purpose of this endorsement 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 organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

BASIS OF VALUATION

A. Sum Insured Basis Options applicable to Section I – Loss of or Damage to Property Insured:

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule/ Certificate of Insurance:

a) Market Value Basis

Sum Insured on Market Value Basis shall represent the replacement value of the Property Insured as New at the time of loss or damage less due allowance in respect of depreciation for age, usage condition and betterment.

b) Replacement Value Basis

Sum Insured on Replacement Value Basis shall not be less than the cost which would be incurred to replace the Property Insured with a new Property of similar type, kind, capacity at any time during the Policy Period. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

c) Agreed Value Basis

Sum Insured on Agreed Value Basis shall be agreed at the start of the Policy by mutual agreement between Insured and the Insurer. This type of valuation will be applicable to items like curios, works of art, paintings etc, where the true value may become a matter of dispute at the time of claim.

BASIS OF LOSS SETTLEMENT

A. Basis of Loss Settlement applicable to Section I – Loss of or Damage to Property Insured:

Based on the Sum Insured Basis opted by You at the Policy Inception or Renewal, Partial Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule/ Certificate of Insurance against each Item:

1. PARTIAL LOSS SETTLEMENT FOR PROPERTY INSURED:

a. **Partial Loss Settlement for Sum Insured Opted on Market Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

b. **Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis or Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

c. **Partial Loss Settlement for Sum Insured Opted on Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage or the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

In case of repair, We will also pay for any loss in value of the Insured Property.

2. TOTAL LOSS SETTLEMENT FOR PROPERTY INSURED:

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule/ Certificate of Insurance against each Item:

a. Total Loss Settlement for Sum Insured Opted on Market Value Basis

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on the Date of Loss i.e. the replacement value will be for a new Property Insured of same kind, capacity and specification excluding any allowance for betterment.

c. Total Loss Settlement for Sum Insured Opted on Agreed Value Basis

In the event of Total Loss, We will pay You the Sum Insured Agreed at the Inception of the Policy or Market Value immediately prior to the loss, whichever is lower

SPECIFIC CONDITIONS / EXTENSIONS APPLICABLE TO SECTION I:

Below special conditions / extensions shall be applicable to Section I of this Policy, unless specifically agreed otherwise and mentioned in the Policy Schedule/Certificate of Insurance:

1. **Single Item Limit:**
   Our liability in respect of each item or Items in pair or set shall not exceed specific amount or percentage of the "Section I – Loss of or Damage to Property Insured" Total Sum Insured. This limit, if applicable, is mentioned in Your Policy Schedule/Certificate of Insurance.
2. **Articles in Pairs or Sets**:
   If any claim arises hereon for loss or damage, consequent upon a peril specifically covered by the Policy, of or to an article constituting one of an insured pair or set, no regard shall be made to any special value as such and the amount recoverable under this policy shall be calculated as though the article had been separately insured at pro-rata of the insured value of the pair or set.
3. **Transfer of Interest**:
   This Policy shall cease to attach to any Property Insured in which the Insured's interest shall pass from the Insured otherwise than by will or operation of law, unless the Company's consent to the continuance

of the Insurance is obtained and Endorsed on the Policy.

4. **Onus of Proof**:
   In any action, suit or other proceedings where the Company alleges that by reason of the above provisions any damage is not covered by this Insurance, the burden of proving that such damage is covered shall be upon the Insured.
5. **Reinstatement of Sum Insured**:
   Immediately upon the happening of any loss of or damage to the Property Insured as described in the Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Our liability in respect of any further loss or damage occurring during the current Policy Period, unless We consent, upon payment of additional premium, to reinstate the full Sum Insured.
6. **Personal Conveyance Clause**
   This Insurance only covers the Property Insured in transit when in the "close personal custody and control" of the Insured and/or Insured's Employee(s) and/or representative(s), unless otherwise agreed by Us. For the purpose of this clause, "Close Personal Custody and Control" means that the Property Insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause if applicable. A negligent or voluntary relinquishment of "close personal custody and control" over the Property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause if applicable. Losses due to the infidelity of the designated individual are excluded.
7. **Hotel/ Motel Clause**
   In respect of stay risks, this Insurance only covers the Property insured when in the hand or within sight of the Insured and/or Insured's Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.
8. **Storage at Residence Clause**
   It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.
9. **Maintenance of Keys Clause**
   The keys to the Insured's Premises and/or Safe shall not be left on the Insured's Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.
10. **Packing and Securing of Property Insured in Storage or Transit Clause**
    It is warranted that the Insured will ensure that the Property Insured, the subject-matter of this Policy, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

SECTION II: THIRD PARTY LIABILITY

Insuring Clause:

If You have opted for this Section, We will indemnify You for an amount, for which You become legally liable to pay as Compensation, including claimant's defense costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule/ Certificate of Insurance against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or
2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of Property Insured under "Section I – Loss of or Damage to Property Insured".

Specific Exclusion applicable to Section II:

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule/ Certificate of Insurance:

1. The amount of the Excess specified in the Policy Schedule/ Certificate of Insurance ascertained after the application of all other terms and conditions of this Policy.
2. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
3. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the execution of such contract.
4. Any liability arising out of property not belonging to or held in trust by or in the custody or control of the Insured.
5. Arising out of fines, penalties, punitive or exemplary damages.
6. Whilst the Property Insured is being used for any illegal purpose or for any purpose other than the Property Insured is designed for.
7. Liability arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
8. Liability arising due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
9. Liability arising out of the willful act or willful neglect or contributory negligence of the insured or his responsible representatives;
10. Liability arising out of deliberate, willful or intentional or non-compliance or statutory provisions.
11. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
12. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
13. **Cyber Exclusion Clause:**
    Electronic Data Exclusion
    Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
    a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
    ELECTRONIC DATA means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
    COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.
14. **Terrorism Damage Exclusion Warranty**:
    Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting

from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule/ Certificate of Insurance.

For the purpose of this endorsement 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 organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

GENERAL CONDITIONS

1. **Notices and Alternations to the Policy**:
   All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.
2. **Observance of Terms and Conditions**
   The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. **Duty of Disclosure**:
   This Policy shall be null and void and all premiums paid hereon shall be forfeited in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.
4. **Reasonable Care**:
   The Insured shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimize claims. The Insured must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees and/or representative(s).
5. **Fraud:**
   If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or anyone acting on your behalf to obtain any benefit under this Policy, all benefits, premiums and rights under the Policy shall be forfeited.
6. **Indemnity**
   We may at Our option reinstate, replace or repair the Property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage and not more than the Sum Insured thereon. Upon payment of any claim for loss or damage under this Policy, the Property in respect of which the payment is made shall belong to Us.
7. **Condition of Average (Under-insurance):**
   Either of the below Conditions are applicable to Your Policy and this is specifically mentioned in Your Policy Schedule/ Certificate of Insurance:

a. If the Property Insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss. Every item if more than one of the Policy shall be separately subject to this Condition.

b. Waiver of Underinsurance

If at the time of reinstatement, the sum representing ___% as mentioned in the Policy Schedule/ Certificate of Insurance, of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the Sum Insured thereon at the time of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Conditions of Average will not be applicable to Policies where Sum Insured is opted on Agreed Value Basis.

8. **Contribution:**

If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

9. **Subrogation:**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

10. **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.

11. **Jurisdiction:**

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

12. **Territorial Limits:**

The Territorial Limits for this Policy will be Specified Premises in India or Anywhere in India or Worldwide as mentioned in Your Policy Schedule/ Certificate of Insurance, however all claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force.

13. **Renewal Notice:**

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

14. **Cancellation:**

Cancellation Due to Total Loss: In case of cancellation due to Total Loss of the Property Insured, Insured will be entitled for refund of premium for the remaining full policy year(s). We will deduct any long-term discount given for long-term Policies from the premium refund.

Cancellation by Insurer: 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.

Cancellation by Insured: Policy may be cancelled at the option of the insured with fifteen days' notice of cancellation and the Insured will be entitled for refund of premium on Pro-rata basis for the remaining full policy year(s) and for the running policy year, the below short period scale of rates shall be applicable, provided that there is no claim in the running policy year. We will deduct any long-term discount given for long-term Policies from the premium refund and the balance premium, if any, will be refundable to the insured.

In case of cancellation of policy by the insured, premium would be retained as per below table:

Policy Period Required	% of Annual Premium
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	100% of the Annual rate

15. **Claims Procedure:**

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

a) Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule/ Certificate of Insurance;
b) Take all steps within Your power to minimize the extend of loss or damage;
c) In case of Theft or any malicious damage, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
d) Preserve the parts affected and make them available for inspection by Our representative or surveyor;
e) Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
f) Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
g) Not incur any expenditure for which a claim may be made against Us without Our prior approval.

16. **Statutory Compliance**:

The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

(a) The inspection of machinery, plant, equipment and apparatus,
(b) The safety of persons or property.

17. **Grievances:**

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

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

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.

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

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

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

Endorsement

Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) with effect from 1st April, 2021

Insuring Clause

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, 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 for such purposes.
For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
   (i) voluntary abandonment or vacation,
   (ii) confiscation, commandeering**,** nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000
*Whichever is applicable

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.