DIGIT CLINICAL TRIAL INSURANCE POLICY
PROSPECTUS
UIN: IRDAN158CP0009V01202122

Go Digit General Insurance Ltd.

Go Digit General Insurance Ltd. ("Digit") is a new general insurance company being set up in India and is backed by Fairfax Financial Holdings Ltd. Fairfax is a large Canada based diversified financial services group engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

At Digit, our mission is to make Insurance products that are simple and transparent. For us, making Insurance simple translates into – Easy interface for customers to interact with us, Simple products, Simple and effective claims' process. Our goal is to offer products and services that customer really wants and back it by service, that we can be proud of. We have a team that brings in years of experience in Insurance and technology companies. We want to become a part of consumers' lives and enable them to live without worrying about uncertain future.

Product Introduction

Clinical trials are important for discovering new treatments for diseases, as well as new ways to detect, diagnose, and reduce the chance of developing the disease. Clinical trials can show researchers what does and doesn't work in humans that cannot be learned in the laboratory or in animals. For better treatment and medication, clinical trials are an important procedure. However, this trial on human beings involves a lot of risk. To get protection from these risks, the organizations conducting the experiment can go for an insurance in the form of clinical trial insurance.

Clinical Trial Insurance Policy will protect the Insured, covering their legal liability to pay compensation in the event of an injury to a trial participant.

Who Can buy this Product?

This Product will be sold to individual entity, Sponsor, manufacturer investigator, medical institution, CRO (Clinical Research Organization), or any other organisations conducting Human clinical trials, having minimum policy sum insured of Rs. 5 crores.

What are the coverages, specific exclusion and specific conditions/provision under the Digit Clinical Liability Insurance Policy?

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.

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.

What are the various General Conditions under this Policy?

Below General Conditions are applicable to all the Sections under this Policy:

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. 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.

29. Reasonable Care

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

30. 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.

31. 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.

32. 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.

33. 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).

34. 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.

What is the maximum period of cover available under this Policy?

The coverage under this Policy can be upto clinical trial period.

How do I get the premium amount for this Insurance Cover?

Based on filled proposal form and information furnished, we will provide you with the premium amount.

What do I claim under this Policy?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 258 5956: You can, alternatively, also register a claim by email on: hello@godigit.com

Please keep below details handy at the time of registering claims as this information will help us serve you faster: Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

What do I do in case of any grievance?

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/

IMPORTANT NOTE: Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.