DIGIT COMPREHENSIVE GENERAL LIABILITY POLICY (COMMERCIAL)
PROSPECTUS
UIN: IRDAN158CP0006V01201920

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

At Digit, we understand that some things are just beyond one's control, such as any liability arising out of accidents in connection to Your Business. A major risk faced by any business is the third-party damages due to an accident which will lead to litigation by the customers or other stakeholder. The outflow of such liability could hamper the operations of the business. Hence, we found the need to cover such risks which any business is exposed to and our Product is designed to protect business organizations against liability claims for Bodily Injury, Property Damage arising out of Premises, Operations, Products, and Completed Operations; and Personal Injury and advertising Injury.

This Product has three Sections as mentioned below, and Customer can opt one or more than one Sections:

1. Section I - Premises and Operation
2. Section II - Products and Completed Operations
3. Section III - Products Recall

Who Can buy this Product?

This Product can be bought by any Entity who needs to have protection against any legal liability arising out their Premises, Products, Product Recall Expense or Contract where minimum policy aggregate limit should be 5 crores or above.

What are the coverages, specific exclusion and specific conditions/provision under the Digit Comprehensive General Liability Policy (Commercial)?

The Product has three Sections and Coverage under each Section along with respective Inbuilt Covers and Exclusions are as mentioned below:

Section I - Premises and Operations

1. Insuring Clause

   If You have opted for this Section, We will indemnify You for all amounts, which You become legally liable to pay as Compensation arising out of the following Occurrence during the Policy period within the Coverage Territory as a result of a Claim in connection with Your Business, subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

   a. Bodily Injury;
   b. Property Damage;
   c. Personal Injury; or
   d. Advertising injury,

   Provided that,

   I. these injuries or damages did not occur before the Retroactive Date, if any, shown in Policy Schedule or after the end of the Policy period; and
   II. A Claim for Compensation arising out of these injuries or damage is first made against You, in accordance with the paragraph (III) below, during the Policy period or any Extended Reporting Period We agreed.
   III. A Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such Claim is received and recorded by You or by us, whichever comes first; or
ii. When We make settlement in accordance with the Insuring Clause 1 above.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage, Personal Injury and Advertising injury causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under Section I – Premises and Operations is mentioned in Your Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted under Section I – Premises and Operations. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Act of God Perils

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

2.2. Advertising Signs and Decorations Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of any accidents occurring in connection to Your advertising signs, neon signs, decorations and the like in or about the Insured Premises as mentioned in Your Policy Schedule, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

2.3. Care, Custody or Control

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to a property whilst under Your care, custody and control.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

2.4. Carriage of Effluents (outside the Insured Premises)

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused by treated effluents whilst being carried by pipe lines outside the Insured Premises to the discharge point as declared and mentioned in Your Policy Schedule, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.5. Damages to Rented Premises

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to the Premises, while rented to You or temporarily occupied by You with permission of the Owner, if such Property Damage is caused by

1. Fire
2. Explosion
3. Water Discharged from a pipe or water system; or
4. Impact of a motor vehicle.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.6. Excess Motor Vehicle Contingent Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accidental physical Property Damage occurring in connection with the motor vehicles used in the course of Your Business including vehicles registered in Your name and vehicles hired by You or Your Employees, provided that We shall not be liable for

(1) damage to property belonging to You or Your Employees or held in trust by or in the custody or control of You or being conveyed by such vehicle.
(2) Loss or damage to motor vehicle used in the course of Your Business including vehicles registered in Your name and vehicles hired by You or Your Employees.
(3) Any Claim where at the time of Occurrence of the accident giving rise to such Claim there is any other existing insurance covering the same liability except only as regards any excess beyond the limit of liability as described in the Policy Schedule.
(4) Any Claim arising whilst such vehicle is
  (a) being used otherwise than for Your Business or engaged in racing pace-making reliability trial or speed testing.
  (b) being driven with the general consent of You or Your representative by any person who to the knowledge of You or such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such license.
  (c) Being driven under Violation of Motor Vehicle Act or any similar law.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.7. Food and Beverage

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury due to poisoning by food or non-alcoholic beverage supplied by You at or from Your Insured Premises.

This cover excludes any Claim resulting from Drugs and medicines supplied by You at or from Your Insured Premises.

Provided always that You shall at all times take every possible precaution to prevent the sale or supply of any food and beverages which are contaminated and not fit for human consumption.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.8. Lift Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the Insured Premises, provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.9. Medical Expenses

Coverage:

We will pay the medical expenses described below, incurred by You as a result of Bodily Injury caused by an accident:

1. On premises You own or rent;
2. On ways next to premises You own or rent; or
3. Because of Your operations;

Provided that:

1. The accident takes place in the Coverage Territory and during the Policy period;
2. The expenses are incurred and reported to Us within one year of the date of the accident; and
3. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Specific Exclusions to this Cover:

We will not pay expenses for Bodily Injury:

1. To any Insured.
2. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
3. To a person injured on that part of premises You own or rent that the person normally occupies.

4. To a person, whether or not an Employee of any Insured, if benefits for the Bodily Injury are payable or must be provided under an Employee's Compensation or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.10. Sudden and Accidental Pollution Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury and/or Property Damage in consequence of sudden and accidental discharge, emission, spillage or leakage of Pollutants upon or into the seas, waters, land or air.

Provided always that You establish that the discharge, emission, spillage or leakage giving rise to liability hereunder meets all of the following condition:

1. it was sudden and was unintended and unexpected by You;
2. it first commenced at a specific time and date during Policy period;
3. it became physically evident to You or other parties within seventy-two (72) hours of its commencement;
4. the initial Bodily Injury, Property Damage must have ensued within seventy-two (72) hours of its commencement
5. it was reported in accordance with the notice requirement of this Policy after having become known to the insured.
6. Is indemnified in not more than one annual period of original insurance.

But under no circumstance shall this insurance cover any fines, penalties, punitive or exemplary damages howsoever described or the cost of removing, nullifying or cleaning-up Pollutants.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.11. Swimming Pool and Exercise Area Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury happening in or around or arising out of the ownership, use or operation of Your swimming pool, pool side area and/or exercise area provided that:

1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
3. all equipment is structurally safe being operated and maintained in a safe manner
4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
6. a written safety procedure is displayed at the entrance, changing rooms, poolside and exercise area. The notice should include (but not be limited to) the following information: -
   - The times when the pool / exercise area is open
   - A clear warning if the pool does not have a lifeguard
   - Children (under 15 years of age) do not use the pool without adult supervision
   - Non-swimmers should not bathe alone
   - Locations and use of the rescue equipment
   - Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.12. Transportation of Material or Dangerous or Hazardous Substance

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an Bodily Injury and/or Property Damage directly caused by material or dangerous or hazardous substance as declared by You whilst being transported by rail or road or pipeline, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous or hazardous substances are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

2.13. Valet Parking

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of the use of any motor vehicle which is not Your Property or provided by You and being used by Your authorized Employee solely for the purpose of valet parking. We shall not be liable for any Claim arising while such vehicle is being driven by any person other than Your authorized Employee(s) or for any purpose other than provision of valet parking service.

Provided that, We shall be liable to pay a Claim under this Cover only if You are not entitled to indemnity under any other Insurance.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

3. Specific Exclusions Applicable to Section I

3.1. We will not pay any Claim arising out of any Product and Completed Operations Liability.

3.2. We will not pay for any Claim arising out of any Bodily Injury or Property Damage caused by any martial art or contact sport.

3.3. Professional Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by You or any error or omission in connection therewith.

However, this exclusion does not apply to:

i) the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises to Employees or to persons other than Employees in the event of an emergency; or

ii) Bodily Injury or Property Damage arising from advice or service given gratuitously.

iii) Bodily Injury or Property Damage arising from advice given in respect of the use or storage of Your Products.

Section II - Products and Completed Operations

1. Insuring Clause

If You have opted for this Section, We will indemnify You for all amounts, which You become legally liable to pay as Compensation arising out of the following Occurrence during the Policy period within the Coverage Territory as a result of a Claim in connection with Your Product(s), subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

a. Bodily Injury;

b. Property Damage;

Provided that,

i. these injuries or damages did not occur before the Retroactive Date, if any, shown in Policy Schedule or after the end of the Policy period; and

ii. A Claim for Compensation arising out of these injuries or damage is first made against You, in accordance with the paragraph (iii) below, during the Policy period or any Extended Reporting Period We agreed.

iii. A Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

(i) When notice of such Claim is received and recorded by You or by us, whichever comes first; or

(ii) When We make settlement in accordance with the Insuring Clause 1 above.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under Section II – Products and Completed Operations is mentioned in Your Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted under Section II – Products and Completed Operations. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Technical Collaborator Liability

The `Insured' definition is amended to include any person or organization designated in the Policy Schedule as `Collaborator' as an Insured but only with respect to the Technical Collaboration Agreement between the Named Insured and the Collaborator.

2.2. Vendor Liability

The `Insured' definition is amended to include any person or organization designated in the Policy Schedule as `Vendor' but only with respect to the distribution or sale in the regular course of the vendor's Business of the Named Insured's Products Designated in the Policy Schedule subject to the following additional provisions:

The insurance with respect to the vendor does not apply to -

a. Any Expressed Warranty or any distribution or sale for a purpose unauthorized by You.
b. Bodily Injury or Property Damage arising out of:
    a. Any act of the vendor which changes the condition of the Products.
    b. Any failure to maintain the Product in merchantable condition
c. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of Business, in connection with the distribution or sale of the Products,
d. Products which after distribution or sale by You have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor
e. Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the Product by the vendor.
f. Bodily Injury or Property Damage occurring within the Vendor's Premises.
g. The insurance does not apply to any person or organization, as Insured from whom the Named Insured has acquired such Products or any ingredient, part or container, entering into, accompanying or containing such Products.

3. Specific Exclusions Applicable to Section II

3.1. We will not pay any Claim arising out of Premises and Operations Liability.

3.2. We will not pay any Claim arising out of any Products-Completed Operations Hazard:

A. Any Bodily Injury and Property Damage arising out of:

i) Products that are still in Your physical possession; or

ii) Work that has not yet been completed or abandoned. However, Your work will be deemed completed at the earliest of the following times:

    a. When all of the work called for in Your contract has been completed.
    b. When all of the work to be done at the job site has been completed if Your contract calls for work at more than one job site.
    c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

B. Does not include Bodily Injury or Property Damage arising out of:

    a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by You and that condition was created by the "loading or unloading" of that vehicle by any Insured;
    b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
    c. Products or operations for which the classification, listed in the Declarations or in a Policy Schedule, states that Products-completed operations are subject to the Aggregate Limit mentioned in Your Policy Schedule.

3.3. Product Recall, Product Guarantee, Product Tampering, Product Contamination, Product Extortion.

3.4. Damage to Product or Defective Work

Property Damage to:

i) any Product resulting from or attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that the application of this shall be limited to only that part of the Product which is considered defective, harmful or unsuitable.

ii) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. But this exclusion does not apply to Property Damage resulting from such work.

3.5. Faulty workmanship:
The cost of performing completing, correcting or improving any work undertaken by the insured.

3.6. Product Guarantee or Warranty
Any Product guarantee or warranty given by You or on Your behalf. This exclusion does not apply to legislative requirements concerning Product safety and information.

3.7. Professional Liability
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by You or any error or omission in connection therewith.
However, this exclusion does not apply to:

i) the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises to Employees or to persons other than Employees in the event of an emergency; or
ii) Bodily Injury or Property Damage arising from advice or service given gratuitously.
iii) Bodily Injury or Property Damage arising from advice given in respect of the use or storage of Your Products.

Section III - Products Recall

A. Products Recall Expenses Cover

1. Insuring Clause
If You have opted for this Cover, We will pay You for all the covered Product Recall Expenses, which You incur arising out of a Covered Incident, if initial written notice to Us of the Covered Incident takes place during the Policy period, and the Covered Incident takes place in the Coverage Territory.

Subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions, Deductible and Participation Percentage of this Policy.

2. Specific Exclusions Applicable to A. Products Recall Expenses Cover

i. We will not pay for Product Recall Expense for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled Products so as to render them marketable.
ii. We will not pay for Product Recall Expense Liability.
iii. We will not pay for Product Recall Expense for the cost or expense arising out of the failure of Your Product(s) to accomplish their intended purpose
iv. We will not pay for Product Recall Expense or Compensation or Claims Expense on account of:
a) Arising out of a decrease in Product sales realized subsequent to the announcement of the Covered Incident and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in Product sales or to regain customer approval;
b) You incur because Your Product(s) is similar to, or Your Product(s) has the same trade or brand name but is of a different batch than, the Product which has been, or is being, recalled;
c) Arising out of an intentional act or omission that You knew or should have known could reasonably lead to a Covered Incident;
d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the Products;
e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
f) Arising out of any pre-existing condition or situation that You knew or should have known of prior to the initial attachment of coverage under this Policy or any predecessor Policy issued by Us, which could cause a Covered Incident.
g) Based on the sale of Your Product(s) after You knew or should have known that Your Product(s) had been banned or declared unsafe by any governmental authority.
h) Arising solely as a result of intervention by any governmental or public authority.
i) Arising from the supply of Your Product(s) prior to the Retroactive Date shown in the Policy Schedule.

j) Arising out of deliberate or alleged contamination, tamper or adulteration.
k) Arising prior to the unqualified acceptance of Your Product(s) by or on behalf of Your customers.
l) Arising directly or indirectly out of:
   I. Any actual or alleged failure, malfunction or inadequacy of:
   II. Any of the following, whether belonging to any Insured or to others:
      a. Computer hardware, including microprocessors;
      b. Computer application software;
      c. Computer operating systems and related software;
      d. Computer networks;
      e. Microprocessors (computer chips) not part of any computer system; or
      f. Any other computerized or electronic equipment or components; or
   III. Any other Products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above,
   due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or Products containing lead or leaded materials.
o) Arising out of any financial, economic or consequential Loss which You are legally liable to pay or is incurred by any Third Party even if this arises out of a Covered Incident.
p) Arising out of any Product which is intended for incorporation into the structure, machinery or controls of any aircraft.
q) For any Bodily Injury and Property Damage
r) Arising out of a Covered Incident occurring prior to the inception of this Policy
s) Arising out of any Covered Incident which You Were aware of prior to inception of this Policy

B. Products Recall Expenses Liability Cover

1. Insuring Clause

If You have opted for this Cover, We will Pay You the Covered Product Recall Expenses that You become legally liable to pay arising out of a Covered Incident to which this insurance applies i.e.

a. Product Recall Expense that You become legally liable to pay arising out of a Covered Incident if the initial written notice to Us of the Covered Incident takes place during the Policy period, and the Covered Incident takes place in the Coverage Territory; and
b. Your responsibility to pay Compensation and Claims Expenses under the Product Recall Expense Liability Cover is determined in a Suit on the merits in the Coverage Territory or in a settlement We agree to.

Subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions, Deductible and Participation Percentage of this Policy.

2. Specific Exclusions Applicable to B. Products Recall Expenses Liability Cover

i. We will not pay for Product Recall Expense.
ii. We will not pay for Product Recall Expense for the cost or expense arising out of the failure of Your Product(s) to accomplish their intended purpose.
iii. We will not pay for Product Recall Expense Liability or Compensation or Claims Expense on account of:
   a) Arising out of a decrease in Product sales realized subsequent to the announcement of the Covered Incident and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in Product sales or to regain customer approval;
   b) You incur because Your Product(s) is similar to, or Your Product(s) has the same trade or brand name but is of a different batch than, the Product which has been, or is being, recalled;
   c) Arising out of an intentional act or omission that You knew or should have known could reasonably lead to a Covered Incident;
   d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the Products;
   e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.

f) Arising out of any pre-existing condition or situation that You knew or should have known prior to the initial attachment of coverage under this Policy or any predecessor Policy issued by us, which could cause a Covered Incident.
g) Based on the sale of Your Product(s) after You knew or should have known that Your Product(s) had been banned or declared unsafe by any governmental authority.
h) Arising solely as a result of intervention by any governmental or public authority.
i) Arising from the supply of Your Product(s) prior to the Retroactive Date shown in the Policy Schedule.
j) Arising out of deliberate or alleged contamination, tamper or adulteration.
k) Arising prior to the unqualified acceptance of Your Product(s) by or on behalf of Your customers.
l) Arising directly or indirectly out of:
   I. Any actual or alleged failure, malfunction or inadequacy of:
   II. Any of the following, whether belonging to any Insured or to others:
      a. Computer hardware, including microprocessors;
      b. Computer application software;
      c. Computer operating systems and related software;
      d. Computer networks;
      e. Microprocessors (computer chips) not part of any computer system; or
      f. Any other computerized or electronic equipment or components; or
   III. Any other Products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above,
   due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or Products containing lead or leaded materials.
o) Arising out of any financial, economic or consequential Loss which You are legally liable to pay or is incurred by any Third Party even if this arises out of a Covered Incident.
p) Arising out of any Product which is intended for incorporation into the structure, machinery or controls of any aircraft.
q) For any Bodily Injury and Property Damage
r) Arising out of a Covered Incident occurring prior to the inception of this Policy

Arising out of any Covered Incident which You Were aware of prior to inception of this Policy

Who is an Insured under this Policy?

Details as to who can be an Insured under this Policy is as below:

Sole Proprietorships

If You are an individual, then You and Your spouse are the Insured; but You and Your spouse are the Insured only with respect to the conduct of a Business of which You are the sole owner.

If You die:

• Persons or organisations having proper temporary custody of Your property are the Insured; but they are the Insured only with respect to the maintenance or use of such property and only for acts until Your legal representative has been appointed; and

• Your legal representatives are the Insured; but they are Insured only with respect to their duties as Your legal representatives. Such legal representatives will assume Your rights and duties under this Policy.

Partnerships, Joint Ventures or Unincorporated Organisations

If You are a partnership established in accordance with the laws prevailing in India, a joint venture established in accordance with the laws prevailing in India or an unincorporated organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then You are an Insured. Your partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are the Insured; but they are the Insured only with respect to the conduct of Your Business.

Other Organisations

If You are an organisation other than a partnership, joint venture or unincorporated organisation, then You are an Insured. Your Directors and Officers are also the Insured; but they are the Insured only with respect to their duties as Your Directors or Officers. Your stockholders and their spouses are the Insured; but they are the Insured only with respect to their liability as Your stockholders.

Employees

Your Employees are the Insured; but they are the Insured only for acts within the scope of their employment with You or while performing duties related to the conduct of Your Business.

However, no Employee is an Insured for:

A. any injury:
   1. to You, to any of Your Directors, members, Officers or partners (whether or not an Employee) or to any co-Employee while such injured person is either:
      I. in the course of his or her employment; or
      II. while performing duties related to the conduct of Your Business;
   2. to the brother, child, parent, sister or spouse of the persons described in subparagraph A.1. above as a consequence of any injury described in that subparagraph; or
   3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. Above.
B. Property Damage to any property owned, occupied or used by You or by any of Your Directors, members, Officers or partners (whether or not an Employee) or by any of Your Employees.

Insured Subsidiary or Newly Acquired or Formed Organisations

If there is no other commercial general liability insurance available to such organizations, the following organisations will qualify as Named Insured:

A. Your incorporated or registered Subsidiary organisation in the Country as mentioned in the Policy Schedule of which, at the beginning of the Policy period and at the time of Loss, You control, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation; or
B. an incorporated or registered Subsidiary organisation in the Country as mentioned in the Policy Schedule You acquire or form during the Policy period, if at the time of Loss, You control, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless We agree to extend coverage for an additional period (in accordance with the provisions of the paragraph under Limitations On Who Is An Insured), coverage under this provision is afforded only for Bodily Injury or Property Damage that did not occur later than:
   • Number of days as per Policy Schedule after such acquisition or formation is executed; or
   • the end of the Policy period; whichever is earlier.

Limitations on Who Is an Insured

A. Except to the extent provided under the Subsidiary or Newly Acquired or Formed Organisations provision above, no person or organisation is an Insured unless such person or organisation is shown as a Named Insured in the Declarations.
B. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets; or
   2. conduct of any person or organisation whose assets, Business or organisation;

   You acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.
C. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets You acquire;
   2. conduct of any person or organisation whose assets, Business or organisation You acquire; or
   3. conduct of any organisation You form;

   during the Policy period, either directly or indirectly, for any injury or damage that occurs later than:
   • Number of days as per Policy Schedule after such acquisition or formation is executed; or
   • the end of the Policy period;
   whichever is earlier, unless each of the following conditions are met:

- You give Us written notice describing the acquisition or formation for which You are requesting an extension of coverage for an additional period;
- We agree to issue an endorsement to extend coverage for an additional period (up to the end of the Policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by Us; and
- You accept such terms and conditions and pay such premiums promptly when due.

What are the Special Provisions under this Policy?

Below Special Provisions are applicable to this Policy:

1. Right to Defend

   We will have the right to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability in accordance with General Condition 4 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability to which this insurance does not apply, or which does not arise out of a Covered Incident or Occurrence. We may, at Our discretion, investigate any Occurrence, Event, Covered Incident and settle any Claim or Suit that may result, but:

   1. The amount We will pay as Compensation for Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability is limited to the amount mentioned in Your Policy Schedule against each of the above-mentioned Sections/Covers.
   2. Our right to defends ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Sections/Covers.

2. Compensation for Court Attendance

   If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:

   a) any of Your Director, Officer or partner;
   b) any of Your Employee.

   The Compensation payable for Court Attendance is not in addition but is a part of the Limits of Liability under the respective Section/Cover.

3. Claim Preparation Costs

   We will pay You during the Policy period for reasonable professional fees and such other expenses incurred by You for the preparation of any Claim that is covered under this Policy, provided always that such cover shall not include any Claims Expenses.

   Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions and exclusions of this Policy.

4. Extended Reporting Period

   If this Policy is neither renewed nor replaced with an insurance Policy for the same interest You shall be entitled to an Extended Reporting Period of number of days as opted by You and mentioned in Your Policy Schedule, granted automatically, from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest.

5. Limits of Liability

   We will only be liable under this Policy for Compensation in respect of any Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability in excess of Deductible and Participation Percentage.

   1. The Limits of Liability shown in the Policy Schedule and the rules below specify the maximum We will pay regardless of the number of:
      a) Insureds;
      b) Claims made, or Suits brought; or
      c) Claimants.

      Subject to the following paragraph, the Each Occurrence Limit stated in the Policy Schedule is the maximum We will pay in total for the sum of:

      a) all Compensation for all any Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability arising out of any one Occurrence; and
      b) Claims Expenses in connection therewith.

2. The Aggregate Limit stated in the Policy Schedule is the maximum We will pay in total for the Sum of all Compensation for all Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability arising out of all Occurrences during each Policy Year and all Claims Expenses and in connection therewith.

All sums indemnifiable under this Policy for Bodily Injury or Property Damage or Personal Injury or Advertising injury or Product Recall Expenses or Product Recall Expense Liability will be paid by Us in the order that such sums are presented to Us for indemnification.

6. Advance Payment of Claims Expenses

We shall pay Claims Expenses covered by this policy within thirty (30) days after sufficiently detailed invoices for those costs are received by Us. The Named Insured shall reimburse Us for any payments which are ultimately determined not to be covered by this Policy.

What are the General Exclusion under this Policy?

We will not be liable under this **Policy** in respect of:

1. Personal Injury or Advertising injury

Personal Injury or Advertising injury directly or indirectly caused by, in connection with or contributed to by or arising from:

i) failure of performance of any contract, but this exclusion does not apply to Claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract; or
ii) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans; or
iii) incorrect description of any good or Product; or
iv) mistake in advertised price; or
v) any publication, utterance or testimonial used or made at Your direction and with Your knowledge of the inaccuracy or falsity of the publication, utterance or testimonial; or
vi) the failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or
vii) Your Business, if Your principal Business or occupation is advertising, broadcasting, publishing or telecasting.

2. Aircraft Products

Any Product designed or manufactured for the purpose of controlling, guiding, propelling or other capabilities or attributes related to the mobility or direction of an Aircraft or other Products which are actually incorporated, with Your knowledge, into an Aircraft for such purposes.

3. Aircraft, Auto or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and “loading or unloading.”

4. Asbestos

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to actual or alleged Loss, cost, expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

5. Contractual liability

any liability or obligation assumed by the Insured under any agreement or contract except to the extent that:

i) the liability or obligation would otherwise have been implied by law;
ii) the liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance or provide indemnity in respect of the subject matter of contract;
iii) the liability or obligation is assumed by the Insured under any warranty under the requirement of any legislation in India in respect to Product safety.
iv) the liability or obligation is assumed under performance of Covered Contract specified in the schedule.

6. Damage to Property

Property Damage to:

i) Property You own, rent or occupy;

ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;
iii) Property loaned to you;
iv) Personal property in the care, custody or control of the Insured;
v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
vi) That particular part of any property that must be restored repaired or replaced because Your work was incorrectly performed on it.

Paragraph (ii) of this exclusion does not apply if the premises are Your work and Were never occupied, rented or held

for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to Property Damage included in the Section II - Products-completed operations hazard as specified under Specific Exclusion applicable to Section 3.2.

7. Deliberate acts

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

8. Information Technology hazards, Computer Data, Program and Storage media Exclusion

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any Business interruption, Losses resulting from such Loss or damage. Notwithstanding this exclusion, Loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any Business interruption Losses resulting from such Loss or damage.

9. Progressions of known Bodily Injury or Property Damage:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of Bodily Injury or Property Damage that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the Policy period, to have occurred.

10. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

11. Fines and Penalties

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

12. Loss of Use

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

i) a delay in or lack of performance by You or on Your behalf of any contract; or
ii) the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organization other than You.

13. Radioactivity

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

14. War and Terrorism

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

15. Prior Acts

any liability arising from or attributable to any Bodily Injury, Property Damage, Personal Injury, Advertising injury, or Covered Incident first occurring prior to the Retroactive Date, if any, specified in Your Policy Schedule.

16. Prior Claims/ Circumstances

This Insurance does not apply to any Claims, circumstances made prior to the inception of this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.

17. Employee's Compensation and Similar Laws

This insurance does not apply to any obligation of the Insured under any Employee's Compensation, disability benefits or unemployment Compensation law or any similar law.

18. Employer's Liability

1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:
   I. employment by the Insured; or
   II. performing duties related to the conduct of the Insured's Business.
2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.

Points 1. and 2. above apply:

I. whether the Insured may be liable as an employer or in any other capacity; and
II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.

19. Pollution

1. This insurance does not apply to any damages, Loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants.
2. This insurance does not apply to any damages, Loss, cost or expense arising out of any:
   I. demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or
   II. Claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.

Points 1. and 2. above apply regardless of whether or not the Pollution was expected, gradual, intended or preventable.

20. Sanctions and Limitations

We shall not 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 or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

21. Iran Risk Clause

This Policy does not provide any cover, and does not include any liability to pay any Claim or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

What are the various General Conditions under this Policy?

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

1. Admission of Liability

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

a. admit liability, fault or guilt in connection with any Occurrence or
b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
c. settle any third-party Claim, even though it may be within the amount of the Deductible and Participation Percentage.

2. 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.

3. Cancellation

a. Cancellation by Insured

Policy may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and We will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the Policy. The balance premium, if any, will be refundable to the insured. In case of cancellation of Policy by the insured, premium would be refunded as per below table subject to there being no Claim under the Policy:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

b. Cancellation by Insurer:

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

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

4. 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.

5. 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.

6. Defence and Settlements

We will have the right, but in no case the duty, to take over and conduct in the name of the Insured the defence of any Claim and will have full discretion in the conduct of any proceedings and in the settlement of any Claim and having taken over the defence of any Claim may relinquish the same. In the event that We decide that representation by a Lawyer is necessary (such decision to be at Our sole discretion) then You shall select one of

the Legal Panel to provide such legal representation. In the event that We, at Our sole discretion, chooses to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner Our liability or obligations under this Policy beyond what Our liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether We have exercised Our right under this Section to take over the defence of any Claim, We shall have the right to recommend that the Insured settle such Claim for the Settlement Value. The Insured may decline to settle any Claim which We so recommend that it settle; provided, however, that in the event the Insured shall elect to contest or continue to contest such Claim after We have recommended it be settled, We may withdraw from the matter, and Our liability shall not exceed the Settlement Value and the amount of Claims Expenses incurred with Our consent prior to the date on which We first recommended settlement less the applicable Deductible and Participation Percentage.
We may in the case of any Claim pay to the first Named Insured the amount of Our applicable Limit of Liability or Settlement Value less Deductible and Participation Percentage. Upon such payment being made there is no further cover available under the Policy for that Claim and shall constitute a full and complete release and discharge of Our liabilities in respect of all and any such Loss whether suffered directly by the Named Insured or not..

7. 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.

8. 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 capitalised 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.

9. Duties in the Event of Occurrence of Circumstance or Claim or Suit

i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
   (a) how, when and where the Occurrence took place;
   (b) the names and addresses of any injured persons and witnesses; and
   (c) the nature and location of any injury or damage arising out of the Occurrence.

ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must: -
   (a) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim or Suit; and
   (b) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.

iii) Upon Our request You must
   (a) authorize Us to obtain records and other information,
   (b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
   (c) assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.

iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.

v) Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 Named 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.

16. Other Insurance

If other valid and collectible insurance is available to the Insured for Bodily Injury, Property Damage, Personal Injury, Advertising 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.

17. 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 Named insured shall reimburse the Insurer for any payments made under this Policy.

18. Plurals, Headings and Titles

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

19. 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.

20. Reasonable Care

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

21. 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.

22. Sole Agent

The first Named Insured shown in the Policy Schedule shall be the sole agent of all Insured under this Policy for the purposes of:

i) ascertaining all information requested in the Proposal for this Policy;
ii) submitting the Proposal and any other underwriting information for this Policy or any renewal hereof;
iii) giving and receiving any required notice under this Policy;
iv) effecting or accepting any amendment to, or cancellation of this Policy;
v) paying all premiums and receiving any return premiums that may become due under this Policy;
vi) keeping records of the information that We need for premium adjustment and sending Us copies of such records at such times as We may request;
vii) accepting any sums paid by Us to the Insured in connection with Our liability under this Policy; and
viii) submission of a dispute to arbitration.

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

24. 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.

25. 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).

26. 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 opted for maximum 1 Year.

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 Discounts are available under this Policy?

Below Discounts are available under this Policy:

Discounts:

a. **Direct Business Discount:** When business is sourced directly by the company without involvement of any intermediary, 10% discount will be offered for the Direct business.

b. **Deductible:** Underwriter will have an option to specify "Deductible" considering the limit of liability opted. This will attract a discount on the Total Risk Adjusted Cost excluding Taxes. Deductibles will range between 0% to 5% and will be applied on "Any One Occurrence" Limit, in multiples of 0.05%. The discount applicable on the Total Risk Adjusted Cost excluding Taxes will be 2 times of the given deductible.

c. **Participation Percentage discount:** Insured will have an option to select Participant Amount, based on which we will offer the below discount to arrive at the final premium to be charged to the Insured.

Participant Amount (in % of claim amount)	Discount
5.00%	2.50%
7.50%	3.75%
10.00%	5.00%
15.00%	7.50%
20.00%	10.00%
25.00%	12.50%
35.00%	17.50%
50.00%	25.00%
60.00%	30.00%
75.00%	45.00%

80.00%	52.00%
90.00%	63.00%

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.

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.

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.