DIGIT EMPLOYEES COMPENSATION INSURANCE POLICY (COMMERCIAL)
UIN: IRDAN158CP0116V01201819
PROSPECTUS

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 & Coverage

In today's highly competitive work environment and growing complexity of the Industry in Our Country, with the increasing use of machinery and consequent danger to the Employees, employees right have also advanced. One of the main responsibilities of an employer is to provide safe and secure work environment. However, the fact that injuries at the workplace are the common part of businesses can't be denied. In order to provide protection to Your business from the threat of high compensation amount and costly law suits, it becomes imperative to have a Employees Compensation Insurance Policy in place as this policy pays:

- All sums for which You are legally liable to pay the employees in respect of personal injury by accident arising out of and during the course of the employment.
- Your liability arising either under Common Law or under the law set out in the Employees Compensation Act 1923.
- Cost or expenses incurred by You with Our Consent to defend any claim.

Who Can buy this Product?

All Employers whether Principal or Contractors engaging "Employee(s)", having an Employer-Employee relationship, as defined under Employees Compensation Act, 1923 and subsequent amendments, to cover their liability.
The minimum Sum Insured under this Policy needs to be INR 5 Crores.

What are the relevant statutes and laws under Digit Employees Compensation Insurance Policy?

The Digit Employees Compensation Insurance Policy covers the legal liability of the Employer under:

- Employees Compensation Act, 1923, and subsequent amendments of the said Act prior to the date of issuance of the policy.
- Common Law

What does the Digit Employees Compensation pay for?

If at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) opted by the Insured and specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

Are there any additional covers/endorsement which are available on payment of additional premium?

Yes, below Endorsements can be opted on payment of additional premium:

- Medical Expenses Cover (UIN: IRDAN158CP0116V01201819/A0127V01201819)
  This covers Your liability towards medical expenses for treatment of Injury arising out of an accident of Your Employee
- Occupational Disease Cover (UIN: IRDAN158CP0116V01201819/A0128V01201819)
  This covers Your legal liability to Employee for Occupational Diseases solely and directly contracted due to employment under You in the Business.
- Coverage for Contractors Workers/Employees (UIN: IRDAN158CP0116V01201819/A0129V01201819)
  This covers Your legal liability to Employees in the employment of Contractors performing work for You while engaged in the Business.
- Personal Accident Cover (UIN: IRDAN158CP0116V01201819/A0124V01202021)
  In consideration of the payment of additional premium, it is hereby agreed and declared that the insurance under this policy shall, subject to terms, conditions, warranties and exclusions of this Policy, be extended to cover Death, Permanent Total Disability or Permanent Partial Disability arising out of any accidental bodily injury sustained by any Employee(s) of the Insured due to an accident which is not in the course of employment.

  Conditions applicable to Personal Accident Cover
  i. Employee(s) should sustain the accidental bodily injury during the Policy Period.
  ii. Death, Permanent Total Disablement or Permanent Partial Disablement of the Employee(s) of the Insured should happen within 12 months from the date of accident.
  iii. The benefit under this add-on will be as per Schedule I Part I & Part II of Employee Compensation Act 1923 and subsequent amendments unless otherwise specified in the Policy Schedule.
  iv. Claim under this add-on will be accepted only in case the Court verdict clearly states that the claim is not accepted under Table A/Table B provisions of Employee Compensation Act, 1923 and subsequent amendment to the said act prior to the date of issuance of the Policy, the Fatal Accidents Act, 1855 and at Common Law.
  Where Employees State Insurance is notified and employees are covered under the Employees State Insurance act, 1948 and subsequent amendments till the date of issuance of the policy, claim under this add-on will be accepted only in case the Court verdict clearly states that the claim is not payable under Employees State Insurance act, 1948 and subsequent amendments. Same will be applicable where a Table B policy has been issued.
  v. If You have opted for this cover, Point no. 3 provided under "3. Exclusion" in the base policy shall stand deleted.

- Communicable Disease Cover (UIN: IRDAN158CP0116V01201819/A0125V01202021)
  In consideration of the payment of additional premium, it is hereby agreed and declared that the insurance under this policy shall, subject to terms, conditions, warranties and exclusion of the policy, extended to cover death of employee(s) of the Insured solely/directly due to communicable disease/illness as opted by the Insured from the below list of communicable diseases/ illness and mentioned in the Policy Schedule.

  List of Communicable Disease/Illness:
  1. Tuberculosis
  2. Plague
  3. Diphtheria
  4. Typhus

5. Nipah Virus
6. EBOLA
7. Swine Influenza Virus
8. H1N1 Virus
9. COVID-19
10. SARS
11. MERS

Provided always that Our liability under this cover shall be limited to the amount mentioned in Your Policy Schedule for each employee (against "each employee limit") and Our aggregate liability for all Employees during the Policy Period shall be limited to amount as mentioned in Your Policy Schedule (against "aggregate limit of all Employees").

Conditions applicable to Communicable Disease Cover

i. Employee(s) should contract the communicable disease, for the first time during the Policy Period.
ii. Fixed benefit per named employee will be paid provided death happens either during the hospitalization for opted communicable disease/illness treatment or within 30 days of discharge from hospital after treatment of opted communicable disease/illness.
iii. The Insured and its employee(s) shall take all reasonable precautions including compliance with government directives/guidelines.

Specific Exclusion applicable for this add on:

1. All the occupational diseases listed under Schedule III of Employment Compensation Act, 1923 and subsequent amendments till date of issuance of the policy.
2. Death due to any other medical reasons, except for the communicable disease/ illness as covered in the policy.
3. We will not make any payment if Employee(s) is/are diagnosed as suffering from opted disease/illness within 30 days from the date of inception of policy with us.
4. Any claim in relation to Communicable disease where it has been diagnosed prior to Policy Start Date.
5. Benefit will cease to exist for the named employee in case of Natural or accidental death of the named employee.
6. Intentional self-injury, Suicide or attempted suicide by named employee(s) is not covered.

What am I not Covered for?

This Policy shall not cover liability of the Insured:

1. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless this exclusion is specifically waived by the Company and mentioned in the Policy Schedule.

   For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention)

Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

3. Accident occurring at any other place than the Place or Places of Employment specified in the Policy Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
4. For Occupational diseases contracted by an Employee, unless specifically agreed and mentioned in Your Policy Schedule on payment of additional premium.
5. For interest and/or penalty imposed on the Insured under any law or otherwise.
6. Under any Law for medical expenses in connection with treatment of any injury sustained by an Employee, unless specifically agreed and mentioned in Your Policy Schedule on payment of additional premium.
7. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Policy Schedule on payment of additional premium.
8. For Injury sustained by person whilst in the employment of the Insured in business other than what is mentioned in the policy or in respect of employee/s who are not specifically mentioned in the Policy Schedule.
9. Assumed by agreement which would not have attached in the absence of such agreement.
10. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
11. For any Accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
12. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

What are the Conditions applicable to this Policy?

Below Conditions are applicable to this Policy:

1. **The Contract:** This Policy and the Policy Schedule shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the Policy or the Policy Schedule.
2. **Due Observance:** The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy
3. **Mis-representation/Non-Disclosure:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the Insured is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
4. **Written Communication:** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
5. **Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
6. **Claim Intimation:** In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible, and in any case within a period of 30 days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter, claim, writ, summons, and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company Immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.
7. **Company's Rights After Loss:** No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of

any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

8. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the Insured shall be bound at all times to correctly declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.
   In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.
   The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required by the Company.
9. **Average:** Notwithstanding anything contained hereinabove,
   a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
   b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual Wages paid during such period to determine applicability of this clause.
   c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

   If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
10. **Maintenance of record of Employees/Wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
11. **Contribution:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
12. **Cancellation:** The Company or the Insured may cancel this Policy by sending at least 15 days written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 8 above.
    Cancellation by the Insurer will be exercised only on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the Insured.
13. **Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.
14. **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.

15. **Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.
16. **Renewal:** We are 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.

Are there any options for Policy Period?

All policies are to be issued for 12 months except that;
(1) Policies may be issued for a period in excess of 12 months where an additional odd period is required to make a policy renewable on a particular date to meet the convenience of the Insured.
(2) Policies may be issued for a period less than 12 months in cases of specific contracts or work which will be completed in less than 12 months provided policies be written for the full period involved.

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.

Do I need to inform the Company in case of midterm increase in number of Employees or Wages?

Yes, in case of increase in Employees or Wages during the Policy Period, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.

What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 103 4448: 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?

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

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

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

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.