DIGIT PUBLIC LIABILITY (ACT) INSURANCE POLICY (COMMERCIAL)
(UNDER PUBLIC LIABILITY INSURANCE ACT 1991)
PROSPECTUS
(UIN: IRDAN158CP0086V01201920)

Go Digit General Insurance Ltd.

Go Digit General Insurance Ltd. ('Digit') is a new-age general insurance company that is backed by the Fairfax Group – one of the world's largest financial holding companies which is engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

Digit's singular mission is to make insurance simple for all. With that mission in mind, we are reimagining products and redesigning processes. Our products are designed keeping the consumer in mind, our processes are simple, fast and transparent & our documents are easy to understand. With the help of cutting-edge technology and people who bring in years of experience in both the insurance and technology domain, we want to be the new-age insurance company that's revolutionising the insurance industry. And by doing so, we want to be part of our consumers' lives by enabling them to live life, without worrying about an uncertain future.

Product Introduction

Businesses that handle hazardous substances are exposed to the risk of statutory liability that may arise from such handling. The event may occur accidentally, and businesses will have to pay huge liability claims to the public. At Digit, we understand the burden that You may have to bear and we have designed Digit Public Liability (Act) Insurance Policy (Commercial) that covers the statutory liability as per Public Liability Insurance Act 1991 and Public Liability Insurance Rules, 1991 as amended from time to time.

Who Can buy this Product?

This Product can be bought by any Entities that handle hazardous substances stated under Environment (Protection) Act 1986, as amended from time to time with a minimum Aggregate Sum Insured (AOY) of INR 5 Crore.

What are the Coverages available under this Policy?

The Company will indemnify the Insured Owner up to the Limit of Indemnity against his statutory liability arising out of any Accident due to the Insured Owner's Handling of Hazardous Substances as provided for under the Act and the Rules occurring during the Policy Period and notified in accordance with general condition no.1 as given below.

What is the Minimum Any One Accident Limit under this Policy?

As per Public Liability Insurance Act, 1991, Any One Accident Limit (AOA) should not be for an amount less than the amount of the paid-up capital of the Insured Owner's Company and at the same time it should not exceed INR 5 crore. For this Product the Any One Accident Limit (AOA) should be between INR 1.67 Crore and INR 5 Crore.

What is the Any One Year Limit under the Policy?

As per Public Liability Insurance Act, 1991, Any One Accident & Any One Year Limit (AOY) Ratio is fixed to 1:3, so AOY limit shall not exceed INR 15 crore in any case.

What is not covered?

This Policy shall not cover any liability for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The wilful or intentional non-compliance with any statutory provisions.
2. Fines, penalties, punitive and/ or exemplary damages.
3. Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.

4. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner's custody, care or control.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power.
6. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
7. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured Owner.

What are the general conditions applicable to this Policy?

1. **Notification of Claims**

   It is a condition precedent to the Company's liability hereunder that the Insured Owner shall:

   a. immediately and in any event within 14 days give written notice to the Company to the address/E-mail address shown in the Policy Schedule of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim, and
   b. immediately, and in any event within 14 days of receipt by the Insured Owner, give the Company copies of notice of applications forwarded by the Collector and all such additional information, documentation and/or assistance that the Company may require, and
   c. not make any admission, offer, promise or payments or permit or cause to be made the same by anyone acting on the Insured Owner's behalf or with his consent, without prior written approval of the Company.

2. **Maintenance of Records**

   The Insured Owner shall keep and maintain records of annual Turnover and the Company shall at all reasonable times have the full right to call for and examine such records.

3. **Limitation Period**

   The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.

4. **Other Insurance**

   If at the time of happening of any Accident resulting in a claim under this Policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

5. **Fraud**

   The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured Owner. In such a case, if the Company pays any amount to the claimant due to any statutory provision, such amount shall be recoverable from the Insured Owner.

6. **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.

7. **Notifications and Declarations**

   Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Policy Schedule.

8. **Subrogation**
   The Insured Owner shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
9. **Governing Law**
   The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.
10. **Entire Contract**
    The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.
11. **Territorial and Jurisdictional Limit**
    This Policy shall cover only those liabilities arising under the Public Liability Insurance Act 1991 and subsequent amendments due to accidents taking place in India only. Any payment for an admissible claim shall be made only in India.
12. **Claim Payment**
    The Company's liability to make any claim payment under this Policy shall be in Indian Rupees only.
13. **Due Observance**
    The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Owner shall be a condition precedent to the Company's liability under this Policy.

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 pay any amount from my pocket at the time of claim?

There is no deductible under this policy

What discounts are available under this policy?

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

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

The coverage under this Policy can be opted for maximum 1 Year.

What is the renewal condition under this Policy?

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 IRDAI on the date of renewal for this product.

Is there any provision to cancel the policy?

Yes, the cancellation provision is as mentioned below:

Cancellation

a. The Policy may be cancelled by or on behalf of the Company by giving the Insured Owner at least 15 days written notice and in such event the Company shall refund to the Insured Owner a pro rata premium for the unexpired period of the policy. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled, however in such a case no refund of premium will be allowed.

b. The Policy may also be cancelled by or on behalf of the Company on grounds of mis-representation, fraud, non-disclosure or non-cooperation by the Insured by giving the Insured at least 15 days written notice and in such event, there shall be no refund made to the Insured.

c. The Policy may be cancelled by the Insured Owner at any time by giving at least 15 days written notice to the Company. The Company will retain premium on a short period scale, as provided below, for the period the policy has been in force, subject to no claim under the policy.

Short Period Rates:

Policy Period	% of Annual Rate
Not exceeding 1 month	25% of Annual Rate
Not exceeding 2 months	35% of Annual Rate
Not exceeding 3 months	50% of Annual Rate
Not exceeding 4 months	60% of Annual Rate
Not exceeding 6 months	75% of Annual Rate
Not exceeding 8 months	85% of Annual Rate

d. In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

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 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?

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

You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at https://irdai.gov.in/igms1

IMPORTANT NOTE: Please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.

Annexure I

List of Hazardous Substances with Quantities for Application of Public Liability Insurance Act

Sl.No	Name of Hazardous Substances	Quantity (kilogram/tonnes)	Chemical Abstract Service (CAS) Number
Group 1 - Toxic Substances			
1	Aldicarb	100 kg	116-06-3
2	4-Aminodiphenyl	1 kg	96-67-1
3	Amiton	1 kg	78-53-5
4	Anabasine	100 kg	494-52-0
5	Arsenic pentoxide, Arsenic (V) acid & salts	500 kg	
6	Arsenic Trioxide, Arsenious (III) acid & salts	100 kg	
7	Arsine (Arsenic hydride)	10 kg	7784-42-1
8	Azinphos-ethyl	100 kg	2642-71-9
9	Azinphos-methyl	100 kg	86-50-0
10	Benzidine	1 kg	92-87-5
11	Benzidine salts	1 kg	
12	Beryllium (powders compounds)	10 kg	
13	Bis (2-chlorethyl) sulphide	1 kg	505-60-2
14	Bis (chloromethyl) ether	1 kg	542-88-1
15	Carbofuran	100 kg	1563-66-2
16	Carbophenothion	100 kg	786-19-6
17	Chlorfenvinphos	100 kg	470-90-6
18	4-(Chloroformyl) morpholine	1 kg	15159-40-7
19	Chloromethyl methyl ether	1 kg	107-30-2
20	Cobalt (metal oxides, carbonates, sulphides, as powders)	1 t	
21	Crimidine	100 kg	535-89-7
22	Cyanthoate	100 kg	3734-95-0
23	Cycloheximide	100 kg	66-81-9
24	Demeton	100 kg	8065-48-3
25	Dialifos	100 kg	10311-84-9
26	OO-Diethyl S-ethylsulphinylmethyl phosphorothioate	100 kg	2588-05-8
27	OO-Diethyl S-ethylsulphonylmethyl phosphorothioate	100 kg	2588-06-9
28	OO-Diethyl S-ethylthiomethyl phosphorothioate	100 kg	2600-69-3
29	OO-Diethyl S-isopropylthiomethyl phosphorothioate	100 kg	78-52-4
30	OO-Diethyl S-propylthiomethylphosphorodithioate	100 kg	3309-68-0
31	Dimefox	100 kg	115-26-4
32	Dimethylcarbamoyl chloride	1 kg	79-44-7
33	Dimethylnitrosamine	1 kg	62-75-9
34	Dimethyl phosphoramidocyanidic acid	1 t	63917-41-9

35	Diphacinone	100 kg	82-66-6
36	Disulfoton	100 kg	229-04-4
37	EPN	100 kg	2104-64-5
38	Ethion	100 kg	563-12-2
39	Fensulfothion	100 kg	115-90-2
40	Fluenetil	100 kg	4301-50-2
41	Fluororacetic acid	1 kg	144-49-0
42	Fluoroacetic acid, salts	1 kg	
43	Fluoroacetic acid, esters	1 kg	
44	4-Fluoroacetic acid, amides	1 kg	
45	4-Fluorobutyric acid	1 kg	462-23-7
46	4-Fluorobutyric acid, salts	1 kg	
47	4-Fluorobutyric acid, esters	1 kg	
48	4-Fluorobutyric acid, amides	1 kg	
49	4-Fluorocrotonic acid	1 kg	37759-72-1
50	4-Fluorocrotonic acid, salts	1 kg	
51	4-Fluorocrotonic acid, esters	1 kg	
52	4-Fluorocrotonic acid, amides	1 kg	
53	4-Fluoro-2-hydroxybutyric acid	1 kg	
54	4-Fluoro-2-hydroxybutyric acid, salts	1 kg	
55	4-Fluoro-2-hydroxybutyric acid, esters	1 kg	
56	4-Fluoro-hydroxybutyric acid, amides	1 kg	
57	Glycolonitrile (Hydroxyacetonitrile)	100 kg	107-16-4
58	1, 2, 3, 7, 8, 9-Hexachlorodibenzo-p-dioxin	100 kg	19408-74-3
59	Hexamethylphosphoramide	1 kg	680-31-9
60	Hydrogen selenide	10 kg	7783-02-5
61	Isobenzan	100 kg	297-78-9
62	Isodrin	100 kg	465-73-6
63	Juglone (5-Hydroxynaphthalene 1, 4-dione)	100 kg	481-39-0
64	4 -Methylenebis (2-chloroaniline)	10 kg	101-14-4
65	Methyl isocyanate	150 kg	624-83-9
66	Mevinphos	100 kg	7786-34-7
67	2-Naphthylamine	1 kg	
68	Nickel (metal, oxides, carbonates, sulphide as powders)	1 t.	
69	Nickel tetracarbonyl	10 kg	13463-9-3
70	Oxydisulfoton	100 kg	2497-07-6
71	Oxygen difluoride	10 kg	7783-41-7
72	Paraoxon (Diethyl 4-nitrophenyl phosphate)	100 kg	311-45-5
73	Parathion	100 kg	56-38-2
74	Parathion-methyl	100 kg	298-00-0
75	Pentaborane	100 kg	19624-22-7
76	Phorate	100 kg	298-02-2
77	Phosacetim	100 kg	4104-14-7
78	Phosgene (carbonyl chloride)	750 kg	75-44-5

79	Phosphamidon	100 kg	13171-21-6
80	Phosphine (Hydrogen phosphide)	100 kg	7803-51-2
81	Promurit (1-(3, 4-Dichlorophenyl)-3-trinaienethiocarboxamide)	100 kg	5836-73-7
82	1, 3-Propanesultone	1 kg	1120-71-4
83	I-Propen-2-chloro-I, 3-diol diacetate	10 kg	10118-72-6
84	Pyrazoxon	100 kg	108-34-9
85	Selenium hexafluoride	10 kg	7783-79-1
86	Sodium selenite	100 kg	10102-18-8
87	Stibine (Antimony hydride)	100 kg	7803-52-3
88	Sulfotep	100 kg	3689-24-5
89	Sulphar dichloride	1 t.	10545-99-0
90	Tellurium hexafluoride	100 kg	7783-80-4
91	TEPP	100 kg	107-49-3
92	2, 3, 7, 8-Tetrachlorydibenzo-p-dioxin (TCDD)	1 kg	1746-01-6
93	Tetramethylenedisulphotetramine	1 kg	80-12-6
94	Thionazin	100 kg	297-97-2
95	Tripate (2, 4-Dimethyl-1, 3-dithiolane-2-carboxaldehyde O-methylcarbamoyloxime)	100 kg	26419-73-8
96	Trichloromethanesulphenyl chloride	100 kg	594-42-3
97	1-Tri (cyclohexyl) stannyl-1 H. 1, 2, 4-triazole	100 kg	41083-11-8
98	Triethylenemelamine	10 kg	51-18-3
99	Warfarin	100 kg	81-81-2
Group 2 - Toxic Substances			
100	Acetone cyanohydrin (2-Cyanopropan-2-01)	20 t	76-86-5
101	Acrolein (2-propenal)	20 t	107-02-8
102	Acrylonitrile	20 t	107-13-1
103	Allylalcohol (Propen-1-01)	200 t	107-18-6
104	Allylamine	200 t	107-11-9
105	Ammonia	50 t	7664-41-7
106	Bromine	40 t	7726-95-6
107	Carbon disulphide	20 t	75-15-0
108	Chlorine	10 t	7782-50-5
109	Diphenyl methane di-socyanate (MDI)	20 t	101-68-8
110	Ethylene dibromide (1, 2-Dibromoethane)	5 t	106-93-4
111	Ethyleneimine	50 t	151-56-4
112	Fomaldehyde (concentration 90%)	5 t	50-00-0
113	Hydrogen chloride (liquified gas)	25 t	7647-01-0
114	Hydrogen cyanide	5 t	74-90-8
115	Hydrogen fluoride	5 t	7664-39-3
116	Hydrogen sulphide	5 t	7783-06-4
117	Methyl bromide (Bromomethane)	20 t	74-83-9
118	Nitrogen oxides	50 t	11104-93-1
119	Prophyleneimine	50 t	75-55-8

120	Sulphur dioxide	20 t	7446-09-5
121	Sulphur trioxide	15 t	7446-11-9
122	Tetraethyl lead	5 t	78-00-2 75-74-1
123	Tetramethyl lead	5 t	584-84-9
124	Toluene di-isocyanate (TD)	10 t	75-01-4
Group 3 - Highly reactive substances			
125	Acetylene (ethyne)	5 t	74-86-2
126	a. Ammonium nitrate (1)	350 t	6484-52-2
127	b. Ammonium nitrate in form of fertiliser (2)	1250 t	
128	2, 2-Bis (tert-butylperoxy) butane (concentration 70%)	5 t	2167-23-9
129	1, 1-Bic (tert-butylperoxy) cyclohexane(Concentration 80%)	5 t	3006-86-8
130	tert-Butyl peroxyacatquate (concentration >70%)	5 t	107-71-1
131	tert-Butyl peroxyisobutyrate (concentration >80%)	5 t	109-13-7
132	tert-Butyl peroxy isopropyl carbonate (concentration >80%)	5 t	2372-21-6
133	tert-Butyl peroxymalcate (concentration >80%)	5 t	1931-20-0
134	tert-Butyl peroxypivalate (concentration >77%)	50 t	927-07-1
135	Dibenzyl peroxydicarbonate (concentration >90%)	5 t	2144-45-8
136	Di-sec-butyl peroxydicarbonate (concentration >80%)	5 t	19910-5-0
137	Diethyl peroxydicarbonate (concentration >30%)	50 t	14666-78-5
138	2, 2-Dihydroperoxypropane (concentration >30%)	5 t	2614-76-8
139	Di-isobutyryl peroxide (concentration >50%)	50 t	3437-84-1
140	Di-n-propyl peroxydicarbonate (concentration >80%)	5 t	16066-38-9
141	Ethylene oxide	5 t	75-21-8
142	Ethylnitrate	50 t	625-58-1
143	3, 3, 6, 9, 9-Hexamethyl-1, 2, 4, 5-tetrooxacyclononane (concentration 75%)	50 t	22397-33-7
144	Hydrogen	2 t	1333-74-0
145	Liquid oxygen	200 t	7782-44-7

146	Methyl ethyl ketone peroxide (concentration 60%)	5 t	1338-23-4
147	Methyl isobutyl ketone peroxide (concentration 60%)	50 t	37206-20-3
148	Peracetic acid (concentration 60%)	50 t	79-21-0
149	Propylene oxide	5 t	75-56-9
150	Sodium chlorate	25 t	7775-09-9
Group 4 - explosive substances			
151	Barium azide	50 t	18810-58-7
152	Bis (2, 4, 6-trinitrophenyl) amine	50 t	131-73-7
153	Chlorotrinitrobenzene	50 t	28260-61-9
154	Cellulose nitrate (containing 12.6% Nitrogen)	50 t	9004-70-0
155	Cyclotetramethylenetetranitramine	50 t	2691-41-0
156	Cyclotrimethylenetrinitramine	50 t	121-82-4
157	Diazodinitrophenol	10 t	7008-81-3
158	Diethylene glycol dinitrate	10 t	693-21-0
159	Dinitrophenol, salts	50 t	
160	Ethylene glycol dinitrate	10 t	628-96-6
161	1-Guanyl - 4-nitrosaminoguanyl 1-tetrazene	10 t	109-27-3
162	2, 2', 4, 4', 6, 6' - Hexanitrostibene	50 t	20062-22-0
163	Hydrazine nitrate	50 t	13464-97-6
164	Lead azide	50 t	13424-46-9
165	Lead styphanate (Lead 2, 4, 6-trinitroresorcinoxide)	50 t	15245-44-0
166	Mercury fulminate	10 t	20820-45-5
167	N-Methyl.-N, 2, 4, 6-tetranitroaniline	50 t	628-86-4
168	Nitroglycerine	10 t	479-45-8
169	Pentaerythritol tetranitrate	50 t	55-63-0
170	Picric acid (2, 4, 6-Trinitrophenol)	50 t	78-11-5
171	Sodium picramate	50 t	88-89-1
172	Styphnic acid (2, 4, 6-Trinitroesorcinol)	. 50 t	831-52-7
173	1, 3, 5-Triamino-2, 4, 6-trinitrobenzene	50 t	82-71-3
174	Trinitroaniline	50 t	3058-38-6
175	2, 4, 6-Trinitroarisole	50 t	26952-42-1
176	Trinitrobenzene	50 t	606-35-9
177	Trinitrobenzoic acid	50 t	25377-32-6
178	Trinitrocresol	50 t	35860-50-5
179	2, 4, 6-Trinitrophenitole	50 t	129-66-8
180	2, 4, 6-Trinitrotoluene	50 t	28905-71-7
Group 5 - Flammable substances			

181	Flammable gases: Substances which in the gaseous state at normal pressure and mixed with air become flammable and the boiling point of which at normal pressure is 200C or below;	15 t	
182	Highly flammable liquids :Substances which have a flash point lower than 21^0C and the boiling point of which at normal pressure is above 20^0C;	1000 t	
183	Flammable liquids :Substances which have a flash point lower than 55^0C and which remain liquid under pressure, where particular processing conditions, such as high pressure and high temperature, may create minor accident hazards	25 t	