

DIGIT PUBLIC LIABILITY INSURANCE POLICY

PROSPECTUS

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

Every business is exposed to the risk of legal liability that may arise due to Third Party Bodily Injury and/or Property Damage while at Insured Premises or by Insured's Operations. At Digit, we understand the burden that You may have to bear, and we have designed a policy that covers this Liability, i.e. "Digit Public Liability Insurance Policy".

Who Can buy this Product?

This product will be sold to all kinds of business that requires protection against legal liabilities that may arise from Third Party Bodily Injury and/or Property Damage due to business operations or Third Party being present at Insured Premises.

What are the Coverages available under this Policy?

We will indemnify the Insured in excess of the Compulsory Excess and Voluntary Excess, subject to the Limit of Indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Claims arising out of Bodily Injury and/or Property Damage:

- a) caused by an Accident in the Insured Premises,
- b) in the course of the Business, and
- c) during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy.

Defence Costs

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with Our prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

What is not covered?

This policy does not cover liability:

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.

5.
 - (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
 - (b) infringement of plans, copy-right, patent, trade name, trademark, registered design;
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.
8. directly or indirectly caused by or contributed to by
 - (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
9. This policy does not cover liability for claims arising out of;

the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;

 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.
11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
12. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - (b) employees and visitors clothing and personal effects.
 - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/ or Damage occurring prior to the Retroactive Date mentioned in the Policy Schedule.

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and company cannot agree when the Injury or Damage occurred, then:

 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
16. liability more specifically Insured elsewhere.
17. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
18. Pollution of any kind.
19. Any Product.
20. 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.

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.

21. for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
22. for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
23. any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;
24. any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;
25. for any claims arising outside the territorial limits as mentioned in the Policy Schedule;
26. in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured;
27. prior and pending losses;
28. caused by, whatsoever nature directly or indirectly, resulting from or in connection with:
 - a. Employers Liability & Employment Practices Liability;
 - b. Professional Liability;
 - c. Mold, fungi, mildew, spore or mycotoxins of any kind;
 - d. Insured vs. Insured claims;
 - e. Damage to alienated premises;
 - f. Libel and Slander;
 - g. Advertising injury;

- h. Assault and Battery;
 - i. Property under care, control and/or custody of the Insured;
 - j. Offshore risk;
 - k. Toxic waste
29. arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;
 30. arising out of Industrial seepage, pollution and contamination, unless specifically covered;
 31. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 32. for Bodily Injury or Property Damage arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.

What are the general conditions applicable to this Policy?

1. Duties in the event of a Claim

- a. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this policy and shall give all such additional information as We may require.
 - b. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately when they are received by You.
 - c. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.
 - d. We will have the right, but in no case the obligation, to take over and conduct in Your name 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. All amounts expended by Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Policy Schedule.
In the event We, in Our sole discretion, choose 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 the Our liability or obligations would have been had we not exercised Our rights under this condition.
 - e. You shall give all such information and assistance as the company may reasonably require.
2. We may at any time pay to You in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.

3. Alterations to the Policy

You shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to Us at the time when this policy was effective, and We may amend the terms of this policy according to the materiality of such change.

4. Observance Of Terms And Conditions

The due observance of the terms of this Policy by you insofar as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any of Our liability to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information

supplied by You whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by Us.

5. Notices And Alterations To The Policy

Every notice and communication to Us required by this Policy shall be in writing.

6. Duty Of Disclosure

This Policy shall be void and all premiums paid hereon shall be forfeited to Us in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

7. Fraud

- a. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by You or anyone acting on Your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.
- b. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on Your behalf and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.

8. Entire Contract

The Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law

9. Maintenance of Records

You shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as We may require. We shall at all reasonable time have free access to inspect such records.

10. Other Insurance

If at the time of happening of any event resulting into a liability under this policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Policies, had this Insurance not been effected.

11. No Reinstatement of Sum Insured

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

12. Limitation Period

It is also hereby further expressly agreed and declared that if we shall disclaim liability to you for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. Governing Law

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

14. Subrogation

In the event of any payment under this Policy, We shall be subrogated to all of Your rights of recovery to the extent of such payments against any person or organization and You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide Us with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that We will not exercise its rights of subrogation against Your employee unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a) We shall be reimbursed to the extent of any payment they have made under this Policy.
- (b) We shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c) You shall be entitled to reimbursement in respect of its losses only after the payment of (a) and (b) and only to the extent of any recovered funds that might remain.

15. Claim Settlement

We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

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?

Yes, You will have to bear the amount of Compulsory Excess and Voluntary Excess (If Opted) as mentioned in Your Policy Schedule

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

Are there any endorsements available under the policy?

Yes, below are the endorsements available under the policy

(i) Food and Beverage Endorsement

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.

It is hereby agreed and declared that exclusion 29 of the policy wording stands deleted.

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

(ii) Industrial Seepage, pollution and contamination extension – 72 hours

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy is extended to cover legal liability for accidents causing injury or damage due to seepage, pollution or contamination, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances provided the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period whether a claim has been made or not against the insured.

Provided that,

- a It became physically evident to You or other parties within seventy-two (72) hours of its commencement;
- b the initial Bodily Injury, Property Damage must have ensued within seventy-two (72) hours of its commencement

This extension does not cover any liability

- a relating to fines, penalties, punitive or exemplary damage.
- b Which would not have been covered under the insurance, had this clause not been attached.

It is hereby agreed and declared that exclusion 30 of the policy wording is deleted

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

Is there any provision to cancel the policy?

Yes, the cancellation provision is as mentioned below:

Cancellation

- a) By the Insured

The insurer shall –

For Annual Policy: Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

- b) By the Company

Policy may be cancelled by the Company on the grounds of established fraud, by giving minimum notice of 7 (seven) days to the insured.

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?

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.