

# Digit Contractual Liability - Policy Wording

**UIN: IRDAN158CP0004V01201718**

Whereas the Insured Specified (You) named in the Schedule has made a proposal to Go Digit General Insurance Ltd. (hereinafter called the Company/DIGIT/Us), which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible.

The Liability of the Company in Any One Policy Period shall in no case exceed the Limit of Indemnity shown in the Schedule for any one loss.

This document has 4 Sections and it will take about 8~10 minutes to read:

- A. Definitions
- B. Insuring Clause
- C. General Exclusions
- D. General Conditions

## **A. Definitions**

**Business** means the business of the Insured specified in the Schedule.

**Contract** means written contract entered into between You and the Third Party.

**Deductible** means, unless stated otherwise in this policy, the amount stated in the Schedule which is first deducted from a claim covered by this policy. You must pay the deductible amount before any claim amount is paid.

**Employee** means person engaged by you under a contract of service or apprenticeship. This includes both statutory and common law employees.

**Financial Loss** means Loss caused to Third party on account of the Occurrence and which is not accompanied by or is a result of bodily injury, personal injury or property damage

**Limit of Indemnity** means the amount stated in the Schedule, which shall be the Company's total liability under this Policy (inclusive of Damages and/or Legal and Other Costs and/or Mitigation Costs and regardless of the number of Insureds or claimants or the total number or amount of Claims made against You) for any one Claim and in the aggregate for all Claims made against You during the Policy Period.

**Occurrence** means incidence or event that is precisely mentioned in Your contract with Third Party that may result into a Third Party Claim against You.

**Policy Period** means the period between the effective date and the expiry date shown in the Schedule.

**Policy** means the proposal, the Schedule including its annexure, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

**Policy Schedule** means the document which mentions the premium amount, insured details, contract details, Policy Period, Deductible, Limit of liability.

**Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

**Personal Injury** means bodily injury, death, sickness, disease suffered by the Third Party resulting from an Occurrence

**Product** means anything that you have (or are deemed to have) manufactured, grown, extracted, produced, processed, sold, supplied, distributed, repaired, serviced, treated, installed, assembled, erected or constructed in the course of the Contract. This includes any packaging and containers. However, none of these things is deemed to be a Product until after it has left your physical custody and legal control.

**Property Loss** means actual physical loss of or damage to tangible material property belonging to a third party resulting from an Occurrence.

## **B. Scope of Cover**

**1. Insuring Clause**

We will indemnify you up to the Limit of Indemnity shown in the Schedule for all sums that you become legally liable to pay under Contract as Compensation for "Personal Injury" and/or "Property Loss" and/or "financial loss" caused to Third Party that:

- a. results from an Occurrence precisely mentioned in Your Contract; and
- b. happens in connection with the business shown in the Policy Schedule within the Territorial Limit during the Period of Contract in accordance with the terms of this Policy.

**2. Legal and Other Costs**

Within the Limit of Indemnity, together with the compensation referred to in the Insuring Clause (1 above), we will indemnify You for legal defence costs incurred in relation to a claim covered by this policy. You must obtain our prior written consent before incurring any legal defence costs.

**3. Mitigation Costs**

Within the Limit of Indemnity, this item covers the necessary cost of temporary repairs to prevent any immediate threat of Property Loss or Personal Injury or financial loss, the liability for which would otherwise be indemnifiable under this policy.

**C. What you are not covered for (General Exclusions)**

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Period of Contract mentioned in your Policy Schedule.

**2. Asbestos**

This policy does not cover any liability connected in any way with asbestos, or with any product or material containing asbestos.

**3. Explosives**

This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.

**4. Radioactive Contamination**

This policy does not cover liability directly or indirectly caused by, or contributed to, or arising from:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or
- b. radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

**5. War**

This policy does not cover liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

**6. Professional Advice**

This policy does not cover liability arising out of your giving or failing to give any professional advice in consideration for a fee nor does it cover liability arising out of any error or omission in any such advice.

**7. Specification, Formula or Design**

This policy does not cover liability arising directly or indirectly out of:

- a. any design, plan, specification, formula or pattern that you provide for a fee; or
- b. any error or omission associated with any such design, plan, specification, formula or pattern; or

**8. Legal Liability in Tort**

This policy does not cover any legal liability unless:

- a. you have expressly assumed it in Contract; and
- b. the liability would not have attached in the absence of that Contract.

**9. Penalties and Damages**

This policy does not cover liability for any:

- a. aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any Court of Law;
- b. any fine ; or
- c. any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.

**10. Pollution**

This policy does not cover:

liability arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any Pollutant; or

However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- i. that you neither expected nor intended; and
- ii. that took place in its entirety at a specific time and place.

'Pollutant' means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals, organisms or waste. 'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

**11. Breach of Contract**

This policy does not cover Breach of Contract where:

- a. liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or
- b. liability arising on account of violation of any legal and/or regulatory provision; or
- c. liability which is covered by any of the policies listed in the proposal form or elsewhere in the information you provided to us; or
- d. any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract

**12. Consequential Loss**

This policy does not cover liability arising as a consequence of "Personal Injury" and/or "Property Loss" and/or "financial loss" indemnifiable under this policy.

**13. Design, Material and Workmanship**

This policy does not cover liability arising due to:

- (i) any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or
- (ii) such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by i. above.

Note: Clause (i) above shall not apply to other parts or items of property which are the subject of the Contract and which are free from defect but are damaged in consequence thereof. For the purpose of the policy and not merely this exclusion, property which is the subject of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part thereof.

**14. Injury to Employees**

This policy does not cover:

- (a) liability for Personal Injury to any Employee arising directly or indirectly out of the Employee's employment in the Contract except that this exclusion shall not apply to the liability of another for such Personal Injury where you have assumed that liability under Contract; or
- (b) any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
- (c) any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation, irrespective of whether such insurance cover was maintained or not; or
- (d) any claim connected with an Employee's contract of employment.

**15. Internet Operations**

This policy does not cover liability caused by or arising from your Internet Operations.

'Internet Operations' means any of the following:

- a. the use of any electronic mail system by you or by anyone else at your order or with your consent; or
- b. access through your network to the World Wide Web or a public Internet site by You or by anyone else at your order or with your consent; or
- c. access to your internal company information and computing resources that is made available through the World Wide Web; or
- d. the operation and maintenance of your web site.

**D. General Conditions (Your Obligations)****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:

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

**2. Alteration of Risk**

You must immediately inform us of any alteration/addition/change in the information/design/work methodology or insured contract terms and conditions that differs from that previously disclosed to us and you will pay any such additional premium as we require - if we decide to accept such differences.

**3. Cancellation**

Your policy may be cancelled:

- By you at any time by giving 7 days notice to us in writing. The cancellation will take effect from the date we receive your notice. Premium refund will be as per table below subject to no claim:

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

- By us at any time by giving 7 days notice to you in writing on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation. You are entitled to a pro rata refund of premium for any Policy Period.

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.

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

**4. Claim Conduct**

In case of any Occurrence that may give rise to a claim under your policy, you must:

- inform us of this as soon as you can and in any event within 30 days of becoming aware of any such loss or damage. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
- provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
- take all steps within your power to minimise the extent of loss, damage or liability;
- preserve any property affected and make it available for us or our representatives; and
- inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
- advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim; and
- provide any assistance that we may reasonably require.

**5. Non Disclosure**

The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

**6. Inspection**

You must allow us or our representative to inspect any Contract documents and to audit any financial or other records relevant to this insurance at any reasonable time.

**7. 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 Geographical Limits 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.

**8. Reasonable Care**

Without exception, You and your Employees must take all reasonable steps to prevent incurring any loss, damage or liability

**9. Subrogation**

If you have a right to recover your loss from any other party, then, on accepting liability and indemnifying You under your policy, we will be entitled to exercise that right in your name and for our own benefit. This is called 'subrogation'. You must fully co-operate with us in exercising that right. If you are another party insured under this policy, we will not exercise subrogation against you as long as you have not forfeited your right to indemnity under this policy.

**10. Contribution**

If at the time of any loss or damage, there is some other insurance policy, apart from this one, insuring the same liability, we shall not be liable for more than the ratable proportion of such loss or damage.

**11. Dispute Resolution**

- a. If any dispute or difference shall arise as to the quantum of claim to be paid under this Policy (liability/claim Being otherwise admitted by the Company), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the Company and the respective Insured or if they cannot agree upon a single arbitrator within 30 days of any party the Company or the respective Insured invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of who are the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted/admitted the liability/claim under or in respect of the respective Policy Schedule.
- c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the respective Policy Schedule read with this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

**12. Renewal**

The Company 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.

**Customer Grievance Redressal Policy:**

We hope that we never leave you dissatisfied, however if you 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](mailto:hello@godigit.com) After investigating the matter internally and subsequent closure, we will send our response.

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

The contact details of the Insurance Ombudsman centers are mentioned below:



Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi,

	Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889 / 671 / 980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in