

CUSTOMER INFORMATION SHEET/KNOW YOUR POLICY

This document provides key information about your policy. You are also advised to go through your policy document.

Please Note: This Customer Information Sheet provides information available under this Product. Kindly refer to the Policy Schedule to know exact details of coverage opted by You.

SI	Title	Description	Policy /
N		(Please refer to applicable Policy Clause Number in next column)	Clause Number
1	Product Name	Digit Co-operative Society Management Committee Liability Policy	Hamber
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN158RP0015V01202223	
3	Structure	Indemnity	
4	Interests Insured	Interest insured can be any Prospects who need to have protection against any legal liability arising out their Wrongful Act or Employment Wrongful Act for CHS only. Please refer your Policy schedule/COI to know the exact property insured under this product	
5	Sum Insured / Motor Insured Declared Value Scope	Sum Insured Amount available under Your policy will be as per the amount mentioned in Your Policy Schedule.	
6	Policy Coverage	A. Insuring Clause 1. Management Committee Member's Reimbursement Company will indemnify insured upto the Limit of Indemnity shown in the Policy Schedule, indemnify the Loss resulting from a Claim first made against the Insured and notified during the Policy Period or Extended Reporting Period if applicable, for a Wrongful Act except to the extent that payment has already been made by or on behalf of the CHS for	C. Scope of Cover

		such Loss.	
		 CHS The Insurer shall pay the Loss resulting from a Claim first made against the Insured during the Policy Period or Extended Reporting Period if applicable, for a Wrongful Act committed by the Insured, but only if and to the extent that the CHS has indemnified the Insured for such Loss. 	
		3. Defence Costs Subject to the Limit of Indemnity, Company will pay the costs, fees and expenses that are incurred, with its written consent in respect of the investigation, defence or settlement of any Claim.	
		Subject always to the Limit of Indemnity mentioned in the Policy Schedule against this cover, terms, conditions, exclusions, warranty and deductible of this Policy.	
7	Add-on Cover	For Add on cover/Endorsement please refer your Policy Schedule/COI.	
8	Loss Participation	Deductible/Loss Participation Percentage will be as mentioned in your Policy Schedule/COI. Deductibles will range between 0% to 5% and will be applied on "Any One Occurrence" Limit, in multiples of 0.05%	
9	Exclusions	Company will not be liable or make any payment for any claims directly or indirectly caused by, based on, arising out of or howsoever attributable to the following:	D. Exclusions
		 Any fact, matter or circumstance of which the CHS or the Insured was aware, or ought reasonably to have been aware, might give rise to a Claim prior to the inception of this Policy or arising out of litigation prior to the inception of this Policy. Any Claim for which notice was, or ought to have been, given under any other policy of 	
		insurance whether expired or subsisting. 3. Any actual or alleged intentional, dishonest, malicious, willful, reckless or fraudulent Wrongful Act, provided that the Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining whether cover is available for any Claim made against	
		such other Insured so long as such other Insured is able to establish to the Insurer's satisfaction that he was unaware of and in no way implicated in such actual or alleged	

- intentional, dishonest, malicious, willful, reckless or fraudulent Wrongful Act.
- 4. The gaining of any profit, remuneration or advantage to which the CHS or the Insured is not legally entitled.
- 5. The CHS's overheads, regular or overtime wages, salaries, fees, or expenses incurred in relation to any Claim or Loss.
- 6. Any Claim between an Insured and the CHS except:
 - a. an action by or on behalf of the CHS brought by a liquidator, official receiver, or administrative receiver,
 - b. an Employment Complaint,
 - c. an action by a former Insured who has not served in that capacity for a period of 12 months preceding the Claim.
- 7. Any actual or alleged breach of any professional services by an Insured and/or the CHS or Subsidiary, or any actual or alleged bodily injury, disease, sickness, mental anguish or emotional distress (except mental anguish or emotional distress forming part of an Employment Complaint), or death of any person; or damage to or the destruction of or loss of use of any tangible property; or any consequential losses; or any actual or alleged liability under any express contract or agreement.
- 8. Any Wrongful Act in relation to an employee of the CHS except an Employment Complaint.
- 9. Any actual or alleged breach of any intellectual property rights.
- 10. Any actual or alleged breach of the Employees Provident Fund & Miscellaneous Provisions Act 1952, Public Provident Fund Act 1968, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, the Factories Act 1961 and any re-enactment or amendment thereto or of any similar statutory, civil or common law provision giving rise to liability under Indian law or the law of any other country on the part of any Management Committee member, officer, trustee, fiduciary or administrator of any pension or superannuation scheme, health and welfare plan, share option scheme or plan, or other employee benefit programme, social benefits system or trust programme established or maintained for the benefit of employees of the CHS.
- 11. The Insured's capacity as a Management Committee member or officer of any entity other than the CHS.
- 12. 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.	
		 13. 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. 14. 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. 	
		 15. Any act or omission of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes. The CHS's proposed or actual sale or offer of securities, An accounting of profits made from the purchase or sale by an Insured of securities of the CHS where the Insured has or is alleged to have improperly benefited as a result of information that is not available to other sellers or purchasers of such securities. Any other Specific exclusion as mentioned in Policy Schedule. 	
1 0.	Special Conditions and Warranties (if	Special Conditions and Warranties will as per your Policy Schedule/COI.	Special Provisions



	any)		
			0
	Admissibility of	Admissibility of Claim	Special
1.	Claim	The claim will be admissible only if there any legal liability arising out their Wrongful Act or Employment Wrongful Act for CHS only. Protection will be limited to coverage provided in Policy wordings.	Provision
		Notification	
		a. It is a condition precedent to the Insurer's liability that:	
		i. Upon the happening of any event or the discovery of circumstances that may reasonably be expected to give rise to a Claim that the Insured and/or the CHS shall immediately and in no case later than the days mentioned in Policy Schedule give the Insurer written notice of the same and provide the Insurer ,with any and all information, documentation and other assistance concerning the Claim or the Insurer's liability for it that the Insurer may require or need.	
		 ii. Neither the Insured nor the CHS will admit liability for, settle, compromise, make or promise any payment in respect of any Claim, or incur any costs or expenses in respect of any such Claim unless the Insurer has previously approved the same in writing. iii. The Insurer may, in its sole and absolute discretion, take over and conduct in the name of the Insured the investigation, defence and settlement of any Claim, and if the Insurer exercises its right to assume control then the Insured and the CHS shall, at its own cost and expense, provide the Insurer ,with all assistance, documentation and information that the Insurer may request. Nothing in this clause shall: Oblige the Insurer to assume the control of any Claim. 	
		 II. Prevent the Insurer from relinquishing the control of any Claim, or reassuming control of any Claim once relinquished. III. Modify or expand the Insurer's liability or obligations beyond that which would have existed had the Insurer not exercised its right to assume or relinquish conduct. 	
		b. Where notification is made of the discovery of circumstances that may reasonably be expected to give rise to a Claim, then any subsequent legal, administrative or regulatory proceedings brought against the Insured for the Wrongful Act pursuant to the notification given shall be deemed a Claim first made during the Policy Period or extended reporting period if applicable.	
		c. If the Insured and/or the CHS refuses to accept a settlement recommended by the Insurer, then the Insurer's liability will (subject to the Limit of Indemnity) be capped at the amount for which the Claim could have been settled and the defence costs incurred with its consent as	

		 at the date of the Insurer's recommendation to settle. d. If a Claim combines elements excluded from cover, then the Insurer shall (subject to the Limit of Indemnity) only indemnify the Insured or the CHS for the portion of the Loss or Defence Costs properly attributable to the covered elements. e. Any amount due to the Insured or the CHS shall be reduced by the Deductible. f. Amounts spent in the payment of any Claim or on defence costs will reduce the Limit of Indemnity. g. All Claims or Losses resulting from the same Wrongful Act, or a series of Wrongful Acts arising out of or attributable to the same originating cause, source or event shall be deemed to be one Claim or Loss under this Policy and as having been made when the earliest of such was first made. The obligation of the insurer to make payment shall be to make payment in Indian Rupees only. 	
		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.	
		Sample Claim Calculation process	
		Limit of Liability Opted - Rs 10,00,000	
		Deductible/ Excess – 25000 per claim	
		Loss in CHS because of legal liability of wrongful Act - INR 5,00,000	
		Total Admissible claim amount as per Policy terms and Condition – INR 5,00,000 - 25000	
		Claim payable under the policy – INR 4,75,000	
		(Please Note: Above mentioned calculation is for sample purpose, it may vary on claim-to-claim basis, nature of claim and as per the terms and conditions mentioned in Your policy schedule)	
1 2.	Policy Servicing - Claim Intimation and	 Toll free Number: 1800-258-5956 Email: hello@godigit.com You can connect with our customer service team at the time of occurrence of loss/damage for its intimation. 	



	Processing	TAT (turn around time) for settlement of the claim will depend on the nature of claim. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest as per the rate specified in prevailing regulatory provision.	
1 3.	Grievance Redressal and Policyholder s Protection	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	