

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.

Sl No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Digit Comprehensive General Liability Policy	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN158RP0001V01202122	
3	Structure	Indemnity	
4	Interests Insured	Interest insured can be retail as well as commercial customers who need to have protection against any legal liability arising out of their Premises, Products and Product Recall. 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	Coverages will be as per your Policy Schedule/COI This Liability Product has following three Sections, which can be opted by the Proposer based on their Business requirement: <u>Section I - Premises and Operations</u> 1. <u>Insuring Clause</u> If You have opted for this Section, We will indemnify You for all amounts, which You become	Coverages

legally liable to pay as Compensation arising out of the following Occurrence during the Policy period within the Coverage Territory as a result of a Claim in connection with Your Business, subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

- a. Bodily Injury;
 - b. Property Damage;
 - c. Personal Injury; or
 - d. Advertising injury,
- Provided that,

- I. these injuries or damages did not occur before the Retroactive Date, if any, shown in Policy Schedule or after the end of the Policy period; and
- II. A Claim for Compensation arising out of these injuries or damage is first made against You, in accordance with the paragraph (III) below, during the Policy period or any Extended Reporting Period We agreed.
- III. A Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:
 - i. When notice of such Claim is received and recorded by You or by us, whichever comes first; or
 - ii. When We make settlement in accordance with the Insuring Clause 1 above.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage, Personal Injury and Advertising injury causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under Section I – Premises and Operations is mentioned in Your Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted under Section I – Premises and Operations. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Act of God Perils

We will indemnify You for all amounts which You become legally liable to pay as

Compensation arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

2.2. Advertising Signs and Decorations Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of any accidents occurring in connection to Your advertising signs, neon signs, decorations and the like in or about the Insured Premises as mentioned in Your Policy Schedule, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

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

2.3. Care, Custody or Control

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to a property whilst under Your care, custody and control.

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

2.4. Carriage of Effluents (outside the Insured Premises)

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused by treated effluents whilst being carried by pipe lines outside the Insured Premises to the discharge point as declared and mentioned in Your Policy Schedule, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

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

2.5. Damages to Rented Premises

We will indemnify You for all amounts which You become legally liable to pay as

Compensation as a result of Property Damage to the Premises, while rented to You or temporarily occupied by You with permission of the Owner, if such Property Damage is caused by

1. Fire
2. Explosion
3. Water Discharged from a pipe or water system; or
4. Impact of a motor vehicle.

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

2.6. Excess Motor Vehicle Contingent Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accidental physical Property Damage occurring in connection with the motor vehicles used in the course of Your Business including vehicles registered in Your name and vehicles hired by You or Your Employees, provided that We shall not be liable for

- (1) damage to property belonging to You or Your Employees or held in trust by or in the custody or control of You or being conveyed by such vehicle.
- (2) Loss or damage to motor vehicle used in the course of Your Business including vehicles registered in Your name and vehicles hired by You or Your Employees.
- (3) Any Claim where at the time of Occurrence of the accident giving rise to such Claim there is any other existing insurance covering the same liability except only as regards any excess beyond the limit of liability as described in the Policy Schedule.
- (4) Any Claim arising whilst such vehicle is
 - (a) being used otherwise than for Your Business or engaged in racing pace-making reliability trial or speed testing.
 - (b) being driven with the general consent of You or Your representative by any person who to the knowledge of You or such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such license.
 - (c) Being driven under Violation of Motor Vehicle Act or any similar law.

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

2.7. Food and Beverage

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.

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

2.8. Lift Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the Insured Premises, provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

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

2.9. Medical Expenses

Coverage:

We will pay the medical expenses described below, incurred by You as a result of Bodily Injury caused by an accident:

1. On premises You own or rent;
2. On ways next to premises You own or rent; or
3. Because of Your operations;

Provided that:

1. The accident takes place in the Coverage Territory and during the Policy period;
2. The expenses are incurred and reported to Us within one year of the date of the accident; and

3. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Specific Exclusions to this Cover:

We will not pay expenses for Bodily Injury:

1. To any Insured.
2. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
3. To a person injured on that part of premises You own or rent that the person normally occupies.
4. To a person, whether or not an Employee of any Insured, if benefits for the Bodily Injury are payable or must be provided under an Employee's Compensation or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.

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

2.10. Sudden and Accidental Pollution Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury and/or Property Damage in consequence of sudden and accidental discharge, emission, spillage or leakage of Pollutants upon or into the seas, waters, land or air.

Provided always that You establish that the discharge, emission, spillage or leakage giving rise to liability hereunder meets all of the following condition:

1. it was sudden and was unintended and unexpected by You;
2. it first commenced at a specific time and date during Policy period;
3. it became physically evident to You or other parties within seventy-two (72) hours of its commencement;
4. the initial Bodily Injury, Property Damage must have ensued within seventy-two (72)

hours of its commencement

5. it was reported in accordance with the notice requirement of this Policy after having become known to the insured.

6. Is indemnified in not more than one annual period of original insurance.

But under no circumstance shall this insurance cover any fines, penalties, punitive or exemplary damages howsoever described or the cost of removing, nullifying or cleaning-up Pollutants.

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

2.11. Swimming Pool and Exercise Area Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury happening in or around or arising out of the ownership, use or operation of Your swimming pool, pool side area and/or exercise area provided that:

1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
3. all equipment is structurally safe being operated and maintained in a safe manner
4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
6. a written safety procedure is displayed at the entrance, changing rooms, poolside and exercise area. The notice should include (but not be limited to) the following information:
 -
 - The times when the pool / exercise area is open
 - A clear warning if the pool does not have a lifeguard
 - Children (under 15 years of age) do not use the pool without adult supervision
 - Non-swimmers should not bathe alone
 - Locations and use of the rescue equipment

- Location and use of the emergency telephone/alarm and instructions to its use in an emergency

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

2.12. Transportation of Material or Dangerous or Hazardous Substance

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an Bodily Injury and/or Property Damage directly caused by material or dangerous or hazardous substance as declared by You whilst being transported by rail or road or pipeline, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous or hazardous substances are complied with.

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

2.13. Valet Parking

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of the use of any motor vehicle which is not Your Property or provided by You and being used by Your authorized Employee solely for the purpose of valet parking. We shall not be liable for any Claim arising while such vehicle is being driven by any person other than Your authorized Employee(s) or for any purpose other than provision of valet parking service.

Provided that, We shall be liable to pay a Claim under this Cover only if You are not entitled to indemnity under any other Insurance.

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

Section II - Products and Completed Operations

1. Insuring Clause

If You have opted for this Section, We will indemnify You for all amounts, which You become legally liable to pay as Compensation arising out of the following Occurrence during the Policy period within the Coverage Territory as a result of a Claim in connection with Your

Product(s), subject always to the Limit of Liability mentioned in the Policy Schedule, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy

- a. Bodily Injury;
 - b. Property Damage;
- Provided that,

- i. these injuries or damages did not occur before the Retroactive Date, if any, shown in Policy Schedule or after the end of the Policy period; and
- ii. A Claim for Compensation arising out of these injuries or damage is first made against You, in accordance with the paragraph (iii) below, during the Policy period or any Extended Reporting Period We agreed.
- iii. A Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:
 - (i) When notice of such Claim is received and recorded by You or by us, whichever comes first; or
 - (ii) When We make settlement in accordance with the Insuring Clause 1 above.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under Section II – Products and Completed Operations is mentioned in Your Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted under Section II – Products and Completed Operations. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Technical Collaborator Liability

The `Insured' definition is amended to include any person or organization designated in the Policy Schedule as `Collaborator' as an Insured but only with respect to the Technical Collaboration Agreement between the Named Insured and the Collaborator.

2.2. Vendor Liability

The `Insured' definition is amended to include any person or organization designated in the Policy Schedule as `Vendor' but only with respect to the distribution or sale in the regular course of the vendor's Business of the Named Insured's Products Designated in the Policy Schedule subject to the following additional provisions:

The insurance with respect to the vendor does not apply to -

- a. Any Expressed Warranty or any distribution or sale for a purpose unauthorized by You.
- b. Bodily Injury or Property Damage arising out of:
 - a. Any act of the vendor which changes the condition of the Products.
 - b. Any failure to maintain the Product in merchantable condition
- c. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of Business, in connection with the distribution or sale of the Products,
- d. Products which after distribution or sale by You have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor
- e. Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the Product by the vendor.
- f. Bodily Injury or Property Damage occurring within the Vendor's Premises.

The insurance does not apply to any person or organization, as Insured from whom the Named Insured has acquired such Products or any ingredient, part or container, entering into, accompanying or containing such Products.

Section III - Products Recall**A. Products Recall Expenses Cover****1. Insuring Clause**

If You have opted for this Cover, We will pay You for all the covered Product Recall Expenses, which You incur arising out of a Covered Incident, if initial written notice to Us of the Covered Incident takes place during the Policy period, and the Covered Incident takes place in the Coverage Territory.

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

B. Products Recall Expenses Liability Cover**1. Insuring Clause**

		<p>If You have opted for this Cover, We will Pay You the Covered Product Recall Expenses that You become legally liable to pay arising out of a Covered Incident to which this insurance applies i.e.</p> <p>a. Product Recall Expense that You become legally liable to pay arising out of a Covered Incident if the initial written notice to Us of the Covered Incident takes place during the Policy period, and the Covered Incident takes place in the Coverage Territory; and Your responsibility to pay Compensation and Claims Expenses under the Product Recall Expense Liability Cover is determined in a Suit on the merits in the Coverage Territory or in a settlement We agree to.</p>	
7	Add-on Cover	Add on covers will be as per your Policy Schedule/COI.	
8	Loss Participation	Deductible/ Loss Participation will be as per your Policy Schedule/COI. Deductible will range between 0% to 5% and will be applied on Any One Occurrence Limit, in multiples of 0.05%.	
9	Exclusions	<p><u>Specific Exclusions Applicable to Section I</u></p> <p>3.1. We will not pay any Claim arising out of any Product and Completed Operations Liability.</p> <p>3.2. We will not pay for any Claim arising out of any Bodily Injury or Property Damage caused by any martial art or contact sport.</p> <p>3.3. Professional Liability any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by You or any error or omission in connection therewith. However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> i) the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises to Employees or to persons other than Employees in the event of an emergency; or ii) Bodily Injury or Property Damage arising from advice or service given gratuitously. iii) Bodily Injury or Property Damage arising from advice given in respect of the use or storage of Your Products. <p>3. <u>Specific Exclusions Applicable to Section II</u></p> <p>3.1. We will not pay any Claim arising out of Premises and Operations Liability.</p> <p>3.2. We will not pay any Claim arising out of any Products-Completed Operations Hazard:</p>	Specific and General Exclusions

- A. Any Bodily Injury and Property Damage arising out of:**
- i) Products that are still in Your physical possession; or**
 - ii) Work that has not yet been completed or abandoned. However, Your work will be deemed completed at the earliest of the following times:**
 - a. When all of the work called for in Your contract has been completed.**
 - b. When all of the work to be done at the job site has been completed if Your contract calls for work at more than one job site.**
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.**
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.**
- B. Does not include Bodily Injury or Property Damage arising out of:**
- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by You and that condition was created by the “loading or unloading” of that vehicle by any Insured;**
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials; or**
 - c. Products or operations for which the classification, listed in the Declarations or in a Policy Schedule, states that Products-completed operations are subject to the Aggregate Limit mentioned in Your Policy Schedule.**
- 3.3. Product Recall, Product Guarantee, Product Tampering, Product Contamination, Product Extortion.**
- 3.4. Damage to Product or Defective Work**
Property Damage to:
- i) any Product resulting from or attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that the application of this shall be limited to only that part of the Product which is considered defective, harmful or unsuitable.**
 - ii) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. But this exclusion does not apply to Property Damage resulting from such work.**
- 3.5. Faulty workmanship:**
The cost of performing completing, correcting or improving any work undertaken by the insured.
- 3.6. Product Guarantee or Warranty**

Any Product guarantee or warranty given by You or on Your behalf. This exclusion does not apply to legislative requirements concerning Product safety and information.

3.7. Professional Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by You or any error or omission in connection therewith.

However, this exclusion does not apply to:

- i) the rendering of or failure to render medical advice or service by Medical Persons employed by You to provide first aid and other medical services on Your premises to Employees or to persons other than Employees in the event of an emergency; or
- ii) Bodily Injury or Property Damage arising from advice or service given gratuitously.
- iii) Bodily Injury or Property Damage arising from advice given in respect of the use or storage of Your Products.

2. Specific Exclusions Applicable to A. Products Recall Expenses Cover

- i. We will not pay for Product Recall Expense for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled Products so as to render them marketable.
- ii. We will not pay for Product Recall Expense Liability.
- iii. We will not pay for Product Recall Expense for the cost or expense arising out of the failure of Your Product(s) to accomplish their intended purpose
- iv. We will not pay for Product Recall Expense or Compensation or Claims Expense on account of:
 - a) Arising out of a decrease in Product sales realized subsequent to the announcement of the Covered Incident and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in Product sales or to regain customer approval;
 - b) You incur because Your Product(s) is similar to, or Your Product(s) has the same trade or brand name but is of a different batch than, the Product which has been, or is being, recalled;
 - c) Arising out of an intentional act or omission that You knew or should have known could reasonably lead to a Covered Incident;
 - d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the Products;
 - e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
 - f) Arising out of any pre-existing condition or situation that You knew or should have

- known of prior to the initial attachment of coverage under this Policy or any predecessor Policy issued by Us, which could cause a Covered Incident.
- g) Based on the sale of Your Product(s) after You knew or should have known that Your Product(s) had been banned or declared unsafe by any governmental authority.
 - h) Arising solely as a result of intervention by any governmental or public authority.
 - i) Arising from the supply of Your Product(s) prior to the Retroactive Date shown in the Policy Schedule.
 - j) Arising out of deliberate or alleged contamination, tamper or adulteration.
 - k) Arising prior to the unqualified acceptance of Your Product(s) by or on behalf of Your customers.
 - l) Arising directly or indirectly out of:
 - I. Any actual or alleged failure, malfunction or inadequacy of:
 - II. Any of the following, whether belonging to any Insured or to others:
 - a. Computer hardware, including microprocessors;
 - b. Computer application software;
 - c. Computer operating systems and related software;
 - d. Computer networks;
 - e. Microprocessors (computer chips) not part of any computer system; or
 - f. Any other computerized or electronic equipment or components; or
 - III. Any other Products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above, due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
 - m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
 - n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or Products containing lead or leaded materials.
 - o) Arising out of any financial, economic or consequential Loss which You are legally liable to pay or is incurred by any Third Party even if this arises out of a Covered Incident.
 - p) Arising out of any Product which is intended for incorporation into the structure, machinery or controls of any aircraft.
 - q) For any Bodily Injury and Property Damage
 - r) Arising out of a Covered Incident occurring prior to the inception of this Policy

- s) Arising out of any Covered Incident which You Were aware of prior to inception of this Policy
2. Specific Exclusions Applicable to B. Products Recall Expenses Liability Cover
- i. We will not pay for Product Recall Expense.
- ii. We will not pay for Product Recall Expense for the cost or expense arising out of the failure of Your Product(s) to accomplish their intended purpose.
- iii. We will not pay for Product Recall Expense Liability or Compensation or Claims Expense on account of:
- a) Arising out of a decrease in Product sales realized subsequent to the announcement of the Covered Incident and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in Product sales or to regain customer approval;
- b) You incur because Your Product(s) is similar to, or Your Product(s) has the same trade or brand name but is of a different batch than, the Product which has been, or is being, recalled;
- c) Arising out of an intentional act or omission that You knew or should have known could reasonably lead to a Covered Incident;
- d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the Products;
- e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
- f) Arising out of any pre-existing condition or situation that You knew or should have known prior to the initial attachment of coverage under this Policy or any predecessor Policy issued by us, which could cause a Covered Incident.
- g) Based on the sale of Your Product(s) after You knew or should have known that Your Product(s) had been banned or declared unsafe by any governmental authority.
- h) Arising solely as a result of intervention by any governmental or public authority.
- i) Arising from the supply of Your Product(s) prior to the Retroactive Date shown in the Policy Schedule.
- j) Arising out of deliberate or alleged contamination, tamper or adulteration.
- k) Arising prior to the unqualified acceptance of Your Product(s) by or on behalf of Your customers.
- l) Arising directly or indirectly out of:
- I. Any actual or alleged failure, malfunction or inadequacy of:
- II. Any of the following, whether belonging to any Insured or to others:

- a. Computer hardware, including microprocessors;
- b. Computer application software;
- c. Computer operating systems and related software;
- d. Computer networks;
- e. Microprocessors (computer chips) not part of any computer system; or
- f. Any other computerized or electronic equipment or components; or
- III. Any other Products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above, due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
- m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
- n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or Products containing lead or leaded materials.
- o) Arising out of any financial, economic or consequential Loss which You are legally liable to pay or is incurred by any Third Party even if this arises out of a Covered Incident.
- p) Arising out of any Product which is intended for incorporation into the structure, machinery or controls of any aircraft.
- q) For any Bodily Injury and Property Damage
- r) Arising out of a Covered Incident occurring prior to the inception of this Policy
- s) Arising out of any Covered Incident which You Were aware of prior to inception of this Policy

General Exclusions Applicable to All Sections are as mentioned below:

We will not be liable under this Policy in respect of:

1. Personal Injury or Advertising injury

Personal Injury or Advertising injury directly or indirectly caused by, in connection with or contributed to by or arising from:

- i) failure of performance of any contract, but this exclusion does not apply to Claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract; or
- ii) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans; or
- iii) incorrect description of any good or Product; or
- iv) mistake in advertised price; or
- v) any publication, utterance or testimonial used or made at Your direction and with Your

- knowledge of the inaccuracy or falsity of the publication, utterance or testimonial; or
- vi) the failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or
 - vii) Your Business, if Your principal Business or occupation is advertising, broadcasting, publishing or telecasting.
2. **Aircraft Products**
Any Product designed or manufactured for the purpose of controlling, guiding, propelling or other capabilities or attributes related to the mobility or direction of an Aircraft or other Products which are actually incorporated, with Your knowledge, into an Aircraft for such purposes.
3. **Aircraft, Auto or Watercraft**
Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and “loading or unloading.”
4. **Asbestos**
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to actual or alleged Loss, cost, expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.
5. **Contractual liability**
any liability or obligation assumed by the Insured under any agreement or contract except to the extent that:
- i) the liability or obligation would otherwise have been implied by law;
 - ii) the liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance or provide indemnity in respect of the subject matter of contract;
 - iii) the liability or obligation is assumed by the Insured under any warranty under the requirement of any legislation in India in respect to Product safety.
 - iv) the liability or obligation is assumed under performance of Covered Contract specified in the schedule.
6. **Damage to Property**
Property Damage to:
- i) Property You own, rent or occupy;
 - ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;

- iii) Property loaned to you;
- iv) Personal property in the care, custody or control of the Insured;
- v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
- vi) That particular part of any property that must be restored repaired or replaced because Your work was incorrectly performed on it.

Paragraph (ii) of this exclusion does not apply if the premises are Your work and Were never occupied, rented or held for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to Property Damage included in the Section II - Products-completed operations hazard as specified under Specific Exclusion applicable to Section 3.2.

7. Deliberate acts

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

8. Information Technology hazards, Computer Data, Program and Storage media Exclusion

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any Business interruption, Losses resulting from such Loss or damage. Notwithstanding this exclusion, Loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any Business interruption Losses resulting from such Loss or damage.

9. Progressions of known Bodily Injury or Property Damage:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of Bodily Injury or Property Damage that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the Policy period, to have occurred.

10. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the

Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

11. Fines and Penalties

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

12. Loss of Use

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- i) a delay in or lack of performance by You or on Your behalf of any contract; or
- ii) the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organization other than You.

13. Radioactivity

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

- I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
- II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

14. War and Terrorism

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to

property by or under the order of any government or public or local authority.

15. Prior Acts

any liability arising from or attributable to any Bodily Injury, Property Damage, Personal Injury, Advertising injury, or Covered Incident first occurring prior to the Retroactive Date, if any, specified in Your Policy Schedule.

16. Prior Claims/ Circumstances

This Insurance does not apply to any Claims, circumstances made prior to the inception of this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.

17. Employee's Compensation and Similar Laws

This insurance does not apply to any obligation of the Insured under any Employee's Compensation, disability benefits or unemployment Compensation law or any similar law.

18. Employer's Liability

1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:

- I. employment by the Insured; or
- II. performing duties related to the conduct of the Insured's Business.

2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.

Points 1. and 2. above apply:

- I. whether the Insured may be liable as an employer or in any other capacity; and
- II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.

19. Pollution

1. This insurance does not apply to any damages, Loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants.

2. This insurance does not apply to any damages, Loss, cost or expense arising out of any:
I. demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or

		<p>II. Claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.</p> <p>Points 1. and 2. above apply regardless of whether or not the Pollution was expected, gradual, intended or preventable.</p> <p>20. <u>Sanctions and Limitations</u> We shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p> <p>21. <u>Iran Risk Clause</u> This Policy does not provide any cover, and does not include any liability to pay any Claim or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing.</p> <p>Any other Specific exclusion mentioned in your Policy Schedule.</p>	
10.	Special Conditions and Warranties (if any)	Special conditions and warranties will be as per your Policy Schedule/COI	
11.	Admissibility of Claim	<p><u>Admissibility of Claim</u></p> <p>The claim will be admissible only if there is loss/damage due to following peril:</p> <p><u>Section I - Premises and Operations</u></p> <ul style="list-style-type: none"> a. Bodily Injury b. Property Damage c. Personal Injury d. Advertising injury <p><u>Section II - Products and Completed Operations</u></p> <ul style="list-style-type: none"> a. Bodily Injury b. Property Damage 	

Section III - Product Recall expenses

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:

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

Duties in the Event of Occurrence of Circumstance or Claim or Suit

- i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
 - (a) how, when and where the Occurrence took place;
 - (b) the names and addresses of any injured persons and witnesses; and
 - (c) the nature and location of any injury or damage arising out of the Occurrence.
- ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must: -
 - (a) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim or Suit; and
 - (b) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.
- iii) Upon Our request You must
 - (a) authorize Us to obtain records and other information,
 - (b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
 - (c) assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.
- iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with

		<p>respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.</p> <p>Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.</p> <p><u>Reasonable Care</u> Without exception, You and Your Employees must take all reasonable steps to prevent incurring any Loss, damage or liability.</p> <p><u>Sample Claim Calculation process</u></p> <p>Limit of Liability Opted (Per occurrence/ in aggregate)- Rs 10,00,000</p> <p>Deductible/ Excess – 25000 per claim</p> <p>Loss of insured due to Bodily injury in insured premises – INR 5,00,000</p> <p>Total Admissible claim amount as per Policy terms and Condition – INR 5,00,000 - 25000</p> <p>Claim payable under the policy – INR 4,75,000</p> <p>(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)</p>	
<p>1 2.</p>	<p>Policy Servicing - Claim Intimation and Processing</p>	<ul style="list-style-type: none"> • 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. • TAT (turn around time) for settlement of the claim will depend on the nature of claim. <p>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.</p>	

<p>1 3.</p>	<p>Grievance Redressal and Policyholder's Protection</p>	<p>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.</p> <p>Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com</p> <p>Email: grievance@godigit.com</p> <p>For further information, please refer the below link,</p> <p>https://www.godigit.com/claim/grievance-redressal-procedure</p> <p>a. 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</p>	<p>26. Customer Grievance Redressal Policy</p>
<p>1 4.</p>	<p>Obligations of the Policyholder</p>	<ul style="list-style-type: none"> • To disclose all information correctly sought by the insurer at time of filling the proposal form • In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately • Non-disclosure of material information may affect the claim settlement. <p>Disclosure of other material information during the policy period.</p>	