

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 Management Liability Policy	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN158RP0002V01202122	
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. 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 mentioned in your Policy Schedule/Certificate of Insurance 1. <u>Insuring Clause</u> 1.1. <u>Directors and Officers</u> We will pay to You or on Your behalf all Loss resulting from a Claim against You except for and to the extent that the Company has indemnified You. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting	Coverages

Period if applicable.

1.2. Company Reimbursement

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company all Loss resulting from a Claim against the Insured to the extent that the Company has indemnified such Insured. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.3. Company Insurance for Securities Claims

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss resulting from any Securities Claim against the Company. This cover only applies when the Securities Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.4. Company Insurance for Employment Claims

If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss of the Company resulting from any Claim against the Company for any Employment Wrongful Act of the Company. This cover applies only where the Claim is first made against the Company during the Policy Period or Extended Reporting Period if applicable and notified to Us as soon as practicable and during the Policy Period or Extended Reporting Period if applicable.

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. Inbuilt Covers

The inbuilt covers are mentioned below and the Limit of Liability for each cover is as mentioned in the Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule except for Inbuilt Cover 2.2 Protected Excess Limit for Non-Executive Directors which is in addition to the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule but within Policy Aggregate Limit as mentioned in the Policy Schedule.

2.1. Legal Representation Costs

We will pay to or on behalf of the Company or Insured all Legal Representation Costs resulting from an Inquiry. This cover only applies when notice compelling attendance by

the Insured at the Inquiry is first served on the Insured or the Self Report Investigation is first required and reported to Us during the Policy period or Extended Reporting Period if applicable.

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. Protected Excess Limit for Non-Executive Directors

In addition to the Limit of Liability mentioned against Management Liability Section in the Policy Schedule, We will pay to or on behalf of each Non-Executive Director all Loss, up to the Protected Excess Limit as mentioned in the Policy Schedule, resulting from a Claim against, or Inquiry compelling attendance by, such Non-Executive Director.

The limit for this cover is mentioned in the Policy Schedule in the aggregate per Policy period for each Non-Executive Director, up to a total aggregate amount in the Policy period as mentioned in the Policy Schedule, for all Loss in respect of all Non-Executive Directors for all Claims and Inquiries.

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. Public Relations Expenses

We will pay to You or on Your behalf, Public Relations Expenses with our prior written consent (not to be unreasonably withheld) for You to retain a public relations consultant to reduce or prevent the effects of negative publicity which the Insured reasonably believes may lead to a Claim or an Inquiry.

This cover only applies when the request to retain a public relations consultant is first made and reported to Us during the Policy period, or Extended Reporting Period if applicable.

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. Extradition Costs

We will pay to You or on Your behalf, Extradition Costs with Our prior written consent (not to be unreasonably withheld) for You to retain legal adviser or tax accountant to advise You in connection with an Extradition Proceeding.

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. Emergency Costs Advancement

If Claims Expenses or Legal Representation Costs are incurred by You, prior to receiving the written consent from Us, We agree to give retrospective approval for such amounts incurred by You to the point in time when You could reasonably have sought Our written consent. The Company or You shall give written notice to Us of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

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.

Notwithstanding above, if it is established that there is no entitlement to indemnity under the Policy for the specific Claims Expenses, Legal Representation Costs, such amounts shall be repaid to Us immediately.

2.6. Occupational Health and Safety Costs

General Exclusions 5 - The Bodily Injury and Property Damage, shall not apply to Claims Expenses resulting from a Claim, or Legal Representation Costs resulting from an Inquiry, in respect of any alleged breach of any occupational health and safety law or regulation, including but not limited to a Workplace Death.

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. Retired Directors and Officers

We agree to indemnify any Retired Directors or Officers for Claims made against, or

Inquiries involving, such persons during the period mentioned in the Policy schedule immediately following the expiry of this Policy period, but only to the extent that such Claims are for Wrongful Act and Inquiries occurring prior to the effective date of termination or non-renewal, provided that:

- i. this Policy is not renewed or replaced with any other Policy affording Directors and Officers or management liability cover;
- ii. an Extended Reporting Period is not invoked;
- iii. a Transaction has not taken place; and,
- iv. External Administrator 's appointment has not taken place.

2.8. Pollution Claims Expenses Cover

The General Exclusion – 25. Pollution shall not apply to Claims Expenses for a Claim brought or Legal Representation Costs for an Inquiry instituted outside the United States of America or its territories based on or arising from or attributable to Pollution.

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. Pollution Shareholder Claim Cover

The General Exclusion – 25. Pollution shall not apply to any Claim made by any holder of Securities of the Company, either directly or derivatively, without the solicitation, voluntary assistance or participation or assistance of any Insured.

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. Advancement of Claims Expenses within Thirty (30) Days

As stated in General Condition 1- Claims Expenses to be advanced, in respect of any Claim or Inquiry, We shall pay Claims Expenses or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication, the advancement of Claims Expenses or Legal Representation Expenses as provided under this Policy will be made within thirty (30) days of receipt of an invoice by Us.

2.11. Automatic New Subsidiary Cover

If during the Policy period the Company acquires or creates a new Subsidiary then that

legal entity shall be covered as a Subsidiary under this Policy with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

- i. domiciled in or has any of its Securities listed on any exchange in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- ii. a Financial Institution;
- iii. assets greater than the Acquisition Threshold as mentioned in the Policy Schedule; in which case the Company shall provide Us with full information, pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover as a Subsidiary for such legal entity.

2.12. New Offering of Securities

If during the Policy period the Company issues or proposes the sale or allocation of Securities that does not exceed the amount mentioned in the Policy Schedule then We shall immediately provide cover for such sale or allocation of Securities under this Policy; if the sale or allocation exceeds the amount mentioned in the Policy Schedule then the Company shall provide Us with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover for such under this Policy.

2.13. Counselling Services Cover

We will pay to You or on Your behalf, up to the Counselling Services Cover Limit all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with Our prior written consent, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a Claim against, or Inquiry compelling attendance by, such Insured.

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.

2.14. Management buyouts

If a Subsidiary ceases to be owned by the Named Insured due to a buy-out by existing management of the Company, We will extend the existing cover, subject to all terms,

conditions and exclusions of the Policy to the Insured in respect of such Subsidiary for a period as mentioned in the Policy Schedule from the date of the buy-out for Wrongful Act committed subsequent to the buy-out, such period not to extend beyond the expiry date of this Policy. This Cover shall not apply where there is other insurance in respect of such Wrongful Act.

2.15. FOREIGN CORRUPT PRACTICES ACT (FCPA) AND UK BRIBERY ACT

We will pay to You or on Your behalf, With respect to civil fines and penalties imposed in relation to Bribery Act 2010 or Section 78ff(c) 2(B) or Section 1 78dd – 2(g) (2) (B) of the Foreign Corrupt Practises Act, or similar legislation in any other jurisdiction, 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.

2.16. U.S. Securities & Exchange Act of 1933 Section 11 or 12 (as amended)

We shall not assert that any portion of the amount which the Insured is legally liable to pay in respect of all settlements, judgments and Claims Expenses in respect of a Securities Claim alleging violation of Section 11 or 12 of the U.S. Securities & Exchange Act of 1933 (as amended), as constituting an uninsurable Loss. We shall treat that portion of all settlements, judgements, and Claims Expenses as constituting Loss in accordance with this Policy.

2.17. Interpretive Counsel

For the purpose of this Cover, the term Claims Expenses expressly includes reasonable costs and expenses incurred by You for counsel within their home jurisdiction to interpret and apply advice received from counsel in a foreign jurisdiction in response to any Securities Claim in such other jurisdiction.

2.18. Kidnap Response Cost

We shall pay to the Company, Kidnap Response Costs incurred by the Company in the event that during the Policy Period an Insured has first become a victim of a Kidnap Event.

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.

2.19. Shareholder Claims Expenses

We shall pay to or on behalf of the Company any fees, costs, charges and legal expenses incurred by any shareholder of the Company in pursuing a Claim against You on behalf of the Company in the event and to the extent that the Company is legally liable to pay such fees, costs, charges and legal expenses pursuant to a court or arbitration order.

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.

2.20. Swedish Tax Payment Act - Skattebetalingslagen

Solely in regard to a Claim brought and maintained within the jurisdiction and courts of Sweden or its territories and/or possessions against an Insured located or domiciled in Sweden or its territories and/or possessions.

We will pay on behalf of any Director or Officer taxes determined to be owed by such Director or Officer, in his or her respective Insured capacity, according to Skattebetalingslagen (SFS 1997:483) 12th Chapter, paragraph 6, arising from a Claim made against such Director or Officer alleging ,either (i) a Wrongful Act of such Director or Officer in his or her capacity as such or (ii) a Wrongful Act committed by an Employee of the Company with regard to the failure to pay such taxes: provided however this coverage shall not include:

- i. taxes determined to be owed by a Director or Officer in connection with any intentional
- ii. criminal or fraudulent acts committed by such Director or Officer: or
- iii. taxes which the Company is financially able to pay; or
- iv. taxes considered uninsurable under the law

2.21. Run off after Transaction

In the event of a Transaction, then on application by the Named Insured, no later than 30 days after the completion of the Transaction, We will extend cover to apply in respect of Claims first made against You and properly notified within a period as mentioned in the Policy Schedule from the expiry date of the Policy period but only for Claims that arise from Wrongful Act occurring prior to the date of such Transaction. This cover is only available if the Named Insured accepts the additional terms, conditions, exclusions or premium as We may require.

If this cover is opted, Inbuilt Cover 2.7 - Retired Directors and officers, Inbuilt Cover 2.11

		<p>Automatic New Subsidiary Cover, Special Provision – Extended Reporting Period are deleted from this Policy with effect from the date of such Transaction.</p> <p>2.22. Financial Interest in Covered Companies We shall make best efforts to reimburse the Named Insured for its Financial Interest if the Named Insured has suffered Loss due to Us being prevented from making a payment under the Policy to You solely because Your Claim under the Policy has been brought in a Non-Admitted Jurisdiction. This is provided that</p> <ul style="list-style-type: none"> i. matters known to You are deemed to be known to the Named Insured; ii. the Named Insured and You comply with all the provisions and requirements of the Policy; and iii. the total reimbursed under this cover shall be the calculated as the equivalent of the payment We had been prevented from paying to You and shall fully release Us from any further payments of such amounts <p>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.</p>																	
7	Add-on Cover	For Add on cover/Endorsement please refer your Policy Schedule/COI.																	
8	Loss Participation	<p>Deductible/Loss Participation will be as mentioned in Policy Schedule/COI Deductible will range between 0% to 5% and will be applied on Any One Occurrence Limit, in multiples of 0.05%.</p> <p><u>Participation Percentage</u></p> <table border="1" data-bbox="855 1083 1480 1444"> <thead> <tr> <th>Participating Percentage (in % of claim amount)</th> <th>Discount</th> </tr> </thead> <tbody> <tr> <td>5.00%</td> <td>2.50%</td> </tr> <tr> <td>7.50%</td> <td>3.75%</td> </tr> <tr> <td>10.00%</td> <td>5.00%</td> </tr> <tr> <td>15.00%</td> <td>7.50%</td> </tr> <tr> <td>20.00%</td> <td>10.00%</td> </tr> <tr> <td>25.00%</td> <td>12.50%</td> </tr> <tr> <td>35.00%</td> <td>17.50%</td> </tr> </tbody> </table>	Participating Percentage (in % of claim amount)	Discount	5.00%	2.50%	7.50%	3.75%	10.00%	5.00%	15.00%	7.50%	20.00%	10.00%	25.00%	12.50%	35.00%	17.50%	
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			75.00%	45.00%		
			80.00%	52.00%		
			90.00%	63.00%		

9	Exclusions	<p>We will not be liable under this Policy in respect of:</p> <p>1. <u>Dishonest or Improper Conduct which involves an Insured or Company:</u></p> <p>1.1. committing or permitting any wilful breach of duty;</p> <p>1.2. committing or permitting any criminal, fraudulent, dishonest or malicious act;</p> <p>1.3. knowingly, willfully or recklessly violating any obligation, contract, law or regulation;</p> <p>1.4. gaining any personal profit or advantage to which the Insured was not legally entitled; or</p> <p>1.5. having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities.</p> <p>1.6. Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.</p> <p>2. <u>Known Prior Matters and Notifications</u> based on, related or attributable to any fact, circumstance, Claim, Wrongful Act or other matter, which is or are the subject of any:</p> <p>(i) notification, in whole or part, under any policy which incepted prior to the inception of this Policy, or which alleges or derives from the same or essentially the same facts or circumstances as alleged in such earlier notification; or</p> <p>(ii) Claim litigation, proceeding or Inquiry which, in whole or part, existed or was pending at the Prior or Pending Date and of which the Insured or the Company had notice, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such prior or pending Claim, litigation, proceeding or Inquiry; or</p> <p>(iii) Inquiry or Claim made, threatened or intimated against the Insured or Company before the commencement of the Policy period; or</p> <p>(iv) disclosure to Us in the Proposal, of any Claim, Inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or</p> <p>(v) knowledge of the Insured or the Company prior to the Continuity Date as mentioned in the Policy Schedule that such might give rise to a Claim or an Inquiry, or where the Insured or the Company ought reasonably have been aware of that potential.</p> <p>3. <u>Insured versus Insured – USA only</u> Claims(s) which is or are made or commenced by or on behalf of or at the instigation of the</p>	General Exclusions
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Company or any Insured in the United States of America or its territories. However, this Exclusion shall not apply to:

- (i) Claims Expenses;
- (ii) any Claim by an Employee alleging an Employment Wrongful Act;
- (iii) any Claim or Inquiry brought or maintained by an External Administrator, either directly or on behalf of the Company, without the instigation, assistance or participation of any Insured or the Company;
- (iv) any Claim brought or maintained by an Insured for contribution or indemnity if the Claim directly results from another Claim covered under this Policy;
- (v) any Claim made by a past Insured; or
- (vi) any shareholder derivative action brought by or maintained on behalf of the Company by any legally empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any Insured.

4. Employee Retirement Income Security Act

arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or similar provisions of any federal, country, state, territory or local statutory law or common law in the United States of America or Canada or any of their territories or possessions.

5. Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. However, this Exclusion shall not apply to claims for an Employment Wrongful Act to the extent that they are in respect of mental anguish or emotional distress or disturbance.

6. Professional Services

in respect of the provision of Professional Services by the Company or any Insured to a third party except to the extent that such Claim or Inquiry alleges that the Insured failed to supervise an Employee in the provision of those services. This exclusion shall not apply to any Claim brought or maintained by a Securities holder or group of Securities holders of the Company directly or derivatively without the solicitation, voluntary assistance, or participation of any Insured.

7. Employed Lawyer

We shall not be liable to make any payment arising out of, based upon, or attributable to legal or professional malpractice of any Employed Lawyer, including but not limited to the rendering, or failure to render legal or professional service or advice to others for a fee.

8. Outside Entity

which is made or commenced by or on behalf of, or in the name or by right of, any Outside Entity or any of its Directors or Officers, whether directly or derivatively, or any shareholder of the Outside Entity holding more than 15% of the issued and outstanding voting capital of the Outside Entity, against an Insured for a Wrongful Act with respect to such Outside Entity, unless such Claim is:

- (i) brought and maintained as a derivative action independently of, and without the solicitation, assistance or active participation of, the Outside Entity, the Company or any Insured; or
- (ii) for contribution or indemnity and directly results from another Claim covered under this Policy.

9. Securities and Exchange Commission

arising from, attributable to or in any way connected with (directly or indirectly) any actual or alleged violation of any of the provisions of the Securities Act 1933 (USA), the Securities Exchange Act 1934 (USA) or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.

10. Specific Exclusion for Insuring Clause 1.3. Company Insurance for Securities Claims

We shall not be liable to make any payment for Loss in connection with

any Securities Claim or Inquiry

10.1 Contract

based on, arising from, alleging or attributable to any actual or alleged liability of the Company under any contract, express warranty, guarantee or other statement that relates to the purchase, sale or offer to purchase or sell any Securities; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract.

10.2 Pricing

based on, arising from, or attributable to any allegation that the Company paid or received

an inadequate or unfair price or consideration for any Securities of a company, provided this exclusion shall not apply to Claims Expenses.

11. Specific Exclusion for– Insuring Clause 1.4 - Company Insurance for Employment Claims

We shall not be liable to make any payment for Loss in connection with any Claim:

11.1 based on, arising from, alleging or attributable to conduct, facts or matters, including Employment Wrongful Act, which is or are the subject of any Claim, litigation, proceeding or Inquiry, which, in whole or part, existed or was pending at the Employment Practices Prior or Pending Litigation Date or order, decree or judgment entered, against the Company or any Insured on or prior to the Employment Practices Prior or Pending Litigation Date, or alleging or derived from the same or essentially the same facts, circumstances or situation underlying or alleged therein.

11.2 based on, arising from, alleging or attributable to any responsibilities, obligations or duties in respect of any superannuation or pension fund, or any profit sharing or other Employee benefits programme, including but not limited to responsibilities, obligations or duties imposed by the Superannuation Industry (Supervision) Act 1993 (Aust), the Employee Retirement Income Security Act of 1974 (USA), the Fair Labor Standards Act (USA) (except the Equal Pay Act (USA)), the National Labor Relations Act (USA), the Worker Adjustment and Retraining Notification Act (USA), the Consolidated Omnibus Budget Reconciliation Act (USA), the Occupational Safety and Health Act (USA), the Health and Safety at Work Act 1974 (UK), the Pensions Act 1995 (UK) and any amendments thereto or any related or similar law or regulation in any jurisdiction.

11.3 by a past, present or future Director of the Company:

11.3.1 where the Director is not an Employee;

11.3.2 where the Director is making the Claim in a capacity other than that of an Employee; or

11.3.3 to the extent that, where the Director makes a Claim partly in his or her capacity as an Employee, and partly in another capacity, the Loss does not arise out of, is not based upon or is not attributable to the Director's capacity as an Employee.

11.4 based on, arising from, alleging or attributable to any liability of others assumed by the Company under any contract or agreement; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract or agreement.

11.5 based upon, arising from, alleging or attributable to an obligation or breach of an obligation, under:

- 11.5.1 any law or regulation providing for paid or unpaid leave of any kind;
 - 11.5.2 any law or regulation regulating salary or wages either during employment or upon termination of employment; or
 - 11.5.3 any Industrial Instrument;
 - 11.5.4 or based upon, arising from, alleging or attributable to:
 - 11.5.5 any breach of contract alleged to occasion, in whole or in part, participation in an unfair contract for which a statutory remedy exists or allegedly exists; or
 - 11.5.6 any breach of contract resulting from or caused by participation in an unfair contract for which a statutory remedy exists or allegedly exists.
- 11.6 based upon, arising from, alleging or attributable to any deliberate, wilful or reckless breach of a contract of employment by the Company.
- 11.7 based on, arising from or attributable to strikes, work-to-rule, work bans, overtime bans, go-slows, picketing, sit-ins, lock-outs, demonstrations or any other industrial action or industrial disputes or other collective action by or on behalf of Employees.
- 11.8 based on, arising from, alleging or attributable to any assault or assault and battery. Otherwise the Exclusions in the Policy are deemed to be amended to apply to the cover for the Company under this clause.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. other than Pecuniary Penalties.

18. 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.

19. 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.

20. 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.

21. Prior Acts

any liability arising from or attributable to any Wrongful Act first occurring prior to the Retroactive Date, if any, specified in the Policy Schedule.

22. 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.

23. 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.

24. 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

		<p>such Employee as a consequence of any injury described in paragraph 1. above. Points 1. and 2. above apply:</p> <ol style="list-style-type: none"> 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. <p>25. <u>Pollution</u> arising from or attributable to:</p> <ol style="list-style-type: none"> 1. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or 2. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. <p>26. <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 of 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>27. <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 by the insurer.</p> <p>28. <u>Product and Completed Operations Liability</u> We will not pay any Claim arising out of any Product and Completed Operations Liability.</p> <p>Any other Specific exclusion mentioned in your Policy Schedule.</p>	
10.	Special Conditions and Warranties (if any)	<p>This Product has below mentioned Special Features:</p> <ol style="list-style-type: none"> 1. <u>Right to Defend</u> We will have the right to defend You against any Suit seeking Compensation for Wrongful Act in accordance with General Condition 13 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Wrongful Act 	Special Provisions

to which this insurance does not apply. We may, at Our discretion, investigate any Occurrence, Event, and settle any Claim or Suit that may result, but:

1. The amount We will pay as Compensation for Wrongful Act is limited to the amount mentioned in the Policy Schedule against each of the above-mentioned Covers.
2. Our right to defend ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers.

2. Compensation for Court Attendance

If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:

- a) any of Your Director, Officer or partner;
- b) any of Your Employee.

The Compensation payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.

3. Claim Preparation Costs

We will pay You during the Policy period for reasonable professional fees and such other expenses incurred by You for the preparation of any Claim that is covered under this Policy, provided always that such cover shall not include any Claims Expenses.

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

4. Extended Reporting Period

If this Policy is neither renewed nor replaced with an insurance Policy for the same interest Named Insured shall be entitled to an Extended Reporting Period as below from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest:

- i. Number of days as opted by Named Insured and mentioned in Policy Schedule, granted automatically; or
- ii. Number of months as opted by Named Insured and mentioned in Policy Schedule, upon payment of an additional premium, as specified in the Policy Schedule as a percentage of the annual premium in effect immediately prior to the expiry of the Policy period.

If the Named Insured elects to purchase a Extended Reporting Period, per item (II) above, then the Named Insured must make any request for a Extended Reporting Period in writing, and pay any applicable additional premium, within 30 days after the expiry of the Policy period. A Extended Reporting Period is not cancellable by the Named Insured and any premium paid for a Extended Reporting Period is non-refundable. No Extended Reporting Period is available if this Policy is cancelled or avoided, or there has been a Transaction prior to the expiry of the Policy period.

5. Discounts:

- a. **Direct Business Discount:** When business is sourced directly by the company without involvement of any intermediary, 10% discount will be offered for the Direct business.
- b. **Deductible:** Underwriter will have an option to specify “Deductible” considering the limit of liability opted. This will attract a discount on the Total Risk Adjusted Cost excluding Taxes. Deductibles will range between 0% to 5% and will be applied on “Any One Occurrence” Limit, in multiples of 0.05%. The discount applicable on the Total Risk Adjusted Cost excluding Taxes will be 2 times of the given deductible.
- c. **Participation Percentage discount:** Insured will have an option to select Participant Amount, based on which we will offer the below discount to arrive at the final premium to be charged to the Insured.

Participating Percentage (in % of claim amount)	Discount
5.00%	2.50%
7.50%	3.75%
10.00%	5.00%
15.00%	7.50%
20.00%	10.00%
25.00%	12.50%
35.00%	17.50%
50.00%	25.00%

			60.00%	30.00%		
			75.00%	45.00%		
			80.00%	52.00%		
			90.00%	63.00%		

1 1.	Admissibility of Claim	<p><u>Admissibility of Claim</u></p> <p>The claim will be admissible only if there any legal liability arising out their Wrongful Act or Employment Wrongful Act. Protection will be limited to coverage provided in Policy wordings.</p> <p>Claim will be not admissible involving exposure to nuclear energy/space satellite/Asbestos/offshore drilling rigs or exploration are declined risks. The declined risks will be updated based on emerging claims experience and knowledge developed.</p> <p><u>Defence, Co-operation and No Admissions</u></p> <p>It shall be the duty of the Insured to defend Claims and arrange for representation at an Inquiry. We shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim or Inquiry to which this Policy may apply, and to be given the opportunity to consult with the Company and the Insured in relation to proposed action that the Company or Insured may wish to take in relation to such Claim or Inquiry.</p> <p>Any lawyers or other advisors the Insured propose to appoint shall be approved by Us prior to their appointment. Such approval shall not be unreasonably withheld, including but not limited to the need for separate representation due to any conflicts of interest between the Insured, or between the Insured and the Company.</p> <p>The Company and the Insured shall not admit liability for or settle any Claim, or incur any Claims Expenses or Legal Representation Costs or other Loss, without Our written consent, such consent not to be unreasonably withheld. We will not be liable for any Loss, settlement, agreement or assumed obligation to which it has not consented in writing, other than as allowed under Inbuilt Cover 2.5 - Emergency Costs Advancement.</p> <p>The Company and the Insured shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Company and the Insured shall, at their own cost, co-operate fully with Us and/or its legal representative in relation to the conduct of any Claim or Inquiry, and in relation to Our</p>	
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investigation of the entitlement of the Insured or the Company to indemnity under this Policy.

The Company and the Insured shall do nothing which prejudices Us in respect of a Claim or Inquiry, including but not limited to any subrogated or other rights of recovery.

The Company and the Insured agree that, where more than one Insured and/or the Company is involved in a Claim or Inquiry, We have no obligation to communicate with any other Insured or the Company in relation to that Claim or Inquiry.

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

Notification - It is a condition precedent to the Insurer's liability to Loss under this Policy in respect of a Claim or Inquiry that the Insured or Company gives written notice to the Insurer as soon as practicable during the Policy period and, in any event, no later than the expiration date of the Extended Reporting Period if applicable. Notice must be sent to the address mentioned in the Policy Schedule.

Notice of any such Claim or Inquiry must include full particulars, including but not limited to, (i) full details of such Claim or Inquiry (ii) the parties involved and (iii) copies of any documents commencing proceedings, any written notice of any official investigation, Inquiry or investigation.

If during the Policy period or Extended Reporting Period if applicable the Insured or Company shall become aware of any circumstances that might give rise to a Claim or to an Inquiry and as soon as practicable thereafter and in any event during such period gives notice of the same to the Insurer, then any Claim later made or Inquiry later commenced against the Insured shall for the purposes of this Policy be treated as a Claim or Inquiry made during the Policy period or Extended Reporting Period if applicable. A notice of such circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a Claim or Inquiry with full particulars as to dates and persons involved and an estimate of quantum.

Sample Claim Calculation process

Limit of Liability Opted - Rs 10,00,000

Deductible/ Excess – 25000 per claim

Loss of insured due to covered employment wrongful act – INR 5,00,000

Total Admissible claim amount as per Policy terms and Condition – INR 5,00,000 - 25000

		<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>	
1 2.	<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>	
1 3.	<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 Email: grievance@godigit.com</p> <p>For further information, please refer the below link, 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>33. Customer Grievance Redressal Policy</p>
1 4.	<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>	