

DIGIT CARRIER'S LEGAL LIABILITY POLICY

1. PREAMBLE

Whereas the Insured named in the Policy Schedule hereto carrying on the business of Common Carriers and none other for the purpose of this insurance has applied to Go Digit General Insurance Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the premium as consideration for or on account of such indemnity for the period mentioned in the Policy Schedule.

2. OPERATIVE CLAUSE

We will indemnify You against Your legal liability for actual Physical Loss of or Damage to Goods or Merchandise whilst being transported in India by a Vehicle, details of which are specified in the Policy Schedule, by You under a contract of carriage in writing Provided that:

- a) such loss or damage is directly caused by fire, explosion and/or accident to the carrying Vehicle stated in the Policy Schedule during the Policy Period and within the Duration stipulated hereunder, on account of Your negligence or negligence or criminal act of Your employees or servants; and
- b) the Vehicle is damaged by such fire or explosion or accident and a claim in respect thereof is admitted under the Motor Insurance Policy covering the same.

The indemnity shall also include the necessary and reasonable defence costs and expenses that may be incurred by You, with Our written consent, in defending the alleged legal liability claim in connection with the lost or damaged Goods or Merchandise covered under this Policy.

DURATION

The Cover under this Policy shall apply only to fire or explosion or accident occurring during or after loading of the Goods on the Vehicle at the point of origin and until unloading of the same at the destination named in the contract of carriage or expiry of 3 days, unless specifically agreed otherwise and mentioned in Your Policy Schedule, after the first arrival of the Vehicle at the city or town of such destination, whichever may first occur.

Subject to the limits, terms, conditions, exclusions contained herein or endorsed hereon.

3. LIMIT

The indemnity under this Policy shall not exceed:

- a) the Per Event Limit stated against AOA (Any One Accident) in the Policy Schedule for all loss/damage in respect of a fire or explosion or accident or series of fires or explosion or accidents, arising out of any one event or occurrence and
- b) in no case exceed the Total Sum Insured stated against AOY (Any One Year) in the Policy Schedule in respect of all loss or damage occurring during the Policy Period.

You shall bear the amount stated as Deductible in the Policy Schedule which shall be deducted out of each and every admissible claim.

4. DEFINITIONS:

- (a) **Accident** means an event or omission which is sudden, unexpected and unintentional.
- (b) **Deductible** means the amount stated in the Policy Schedule, which shall be borne by You First in respect of each and every Claim made under this Policy.

- (c) **Policy Period** means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (d) **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Excess and Limitations.
- (e) **We, Us, Our, Insurer** means Go Digit General Insurance Limited
- (f) **You, Your, Insured** means a person or an entity or an organization named in the Policy Schedule

5. **EXCLUSIONS:**

We shall not be liable to indemnify You under this Policy in respect of the following, unless specifically agreed otherwise and mentioned in Your Policy Schedule/Certificate of Insurance:

1. Liability for loss or damage to Goods or Merchandise due to accident occurring beyond the Policy Period and Duration of insurance stipulated in Your Policy Schedule.
2. Liability for death/injury/property damage under Motor Vehicles Act arising out of use of the Vehicle or liability of any other nature whatsoever except in respect of Goods or Merchandise as per terms of Coverage clause stipulated herein.
3. Liability undertaken by You under any contract or agreement unless such liability would have arisen and You would have been liable at law governing the carriage viz. the Carriage of Road Act, 2007 including amendments if any, notwithstanding such agreement.
4. Liability in respect of damage to Goods or Merchandise
 - a. belonging to You or to any of Your servant, agent or sub-contractor or to any other party, except those being transported by You under a contract of carriage entered into by You in its standard form.
 - b. in Your custody or control or any of Your servant's, agent's or sub-contractor's or any other party's custody or control, except such Goods or Merchandise are transported by You under a contract of carriage entered into by You in its standard form.
5. Liability for loss or damage to Goods or Merchandise arising from:
 - a. Inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable Goods.
 - b. Depreciation, delay, loss of market, or any action including confiscation by a lawful or any Public Authority
 - c. Consequential Loss arising from loss or damage to Goods.
 - d. War (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God,
 - e. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.
 - f. any change in Law after issue of this insurance
 - g. refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit, License or sanction or deciding to revoke or qualify any such permit.
 - h. strikes and/or riots
 - i. Acts of Terrorism
 - j. Contraband or Goods which are being smuggled or otherwise transported illegally.

6. **GENERAL CONDITIONS**

1. Entire Contract

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

2. Observance Of Terms And Conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by You and/or Your agents or servants insofar as they relate to anything to be done or complied with by You, shall be condition precedent to Our liability to make any payment under this Policy.

If there shall be any misstatement in or omissions of a material fact from the information supplied by You whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited.

No transfer in the interest in this Policy and no waiver of any terms, provisions, conditions and endorsements of this Policy or renewal thereof shall be valid unless made in writing and signed by Us

3. Duty Of Disclosure

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

4. Alterations to the Policy

The Policy shall also stand cancelled with immediate effect if:

- a. The laws relating to carriage of Goods are altered in any way
- b. Any change occurs in the ownership or management of the Insured or the area of Operation
- c. Any material change occurs in the information provided in the proposal form unless such change or alteration is brought to the notice of the company in advance and revised terms and premium required by the Company are agreed to and paid.
- d. In the event of such cancellation after a claim has arisen during the current Policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of cancellation, pro-rata refund of premium for complete unexpired months shall be allowed.

5. Notices And Alterations To The Policy

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

6. Fraud

If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.

7. Duties of Insured

- a. It is duty of the Insured and his/her employees/agents in all circumstances, to act with reasonable dispatch and take such measures as may be necessary for the purpose of averting or minimizing a loss.
- b. You shall always ensure that all rights against bailees, or other third parties are properly preserved and exercised as a condition precedent to claim under this Policy.
- c. You shall at all times exercise necessary care to ensure that:
 - I. only competent employees and agents are employed to handle the Goods and the Vehicles;
 - II. the Vehicles and their accessories and fittings are maintained in sound roadworthy condition and are fit for the purpose for which they are used;
 - III. all statutory requirements including Rules and Regulations imposed by any public authority are duly observed and complied with in respect of use of the Vehicle and carriage of the Goods.
- d. The details of all contracts of carriage issued, freight earned and of all vehicles employed or utilized shall be properly recorded and the Insured shall at all times allow the Company to inspect such account and records and furnish copies as may be required by the Company

- e. The Insured shall maintain written record at each of its depots or delivery stations of the condition and nature of Goods received in an apparently damaged condition immediately at the time of such receipt.

8. Claims

- a. Upon the happening of any event or occurrence giving rise or likely to give rise to a claim under the Policy You shall:
 - I. Immediately and in any event within 7 days, from the date of occurrence of the accident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule and at Your own expense, furnish all such information, explanation, vouchers, proof and such other evidence to substantiate the claim as may be reasonably required by Us. In no case shall the Company be liable for any loss or damage not notified to the Company within 15 days of the happening of the event.
 - II. Take effective and immediate action against person or persons responsible for the occurrence resulting in the loss or damage to the Goods or Merchandise and recover the same.
 - III. Take steps to secure the Goods or Merchandise from further loss/damage.
- b. Your Failure to comply with the above shall discharge Us from liability towards loss or damage arising out of such event.
- c. Any notice of claim or proceeding against You for loss or damage to Goods or Merchandise in circumstances covered by this Policy shall be immediately intimated in writing to Us.
- d. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You in respect of any claim made or likely to be made under this Policy, without Our prior written consent.
- e. We may at Our sole discretion, have the right to take over and conduct in Your name the defence or settlement of any claim against You or to prosecute in Your name any claim for recovery of loss incurred under this Policy from any third party who may be liable to You. We shall have the full discretion in the conduct of such proceedings including settlement thereof and in such event You shall provide all necessary information, assistance and support as We may require in that behalf. Your obligation shall include attendance at hearings, trials, tendering oral and documentary evidence, securing the attendance of witnesses and in such manner as may be necessary for effective defence, settlement or prosecution by the Company.

9. Claim Settlement

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

10. Subrogation

Upon settlement of a claim, the Company shall be entitled to subrogation of rights and remedies that You may have against any other party in respect of the loss or damage to Goods or Merchandise.

11. Contribution

If in respect of any liability covered by this Policy there is any other insurance covering the same liability of the Insured, We shall not be liable to pay or contribute more than a rateable proportion of such liability. This Condition shall apply notwithstanding the existence of any clause or condition of non-contribution or non-participation in the other insurance Policy or cover, unless specifically agreed other wise and mentioned in Your Policy Schedule.

12. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. The arbitration shall be

conducted in English and the seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before, if the Insurer has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or Suit upon this Policy that award by such arbitrator/ arbitrators of the amount of the Loss or damage shall be first obtained.

13. Cancellation

Cancellation by Insured: This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

| Policy in Force | Premium Retention |
|-------------------------------------|------------------------|
| For a period not exceeding 15 days | 10% of the Annual rate |
| For a period not exceeding 1 month | 15% of the Annual rate |
| For a period not exceeding 2 months | 30% of the Annual rate |
| For a period not exceeding 3 months | 40% of the Annual rate |
| For a period not exceeding 4 months | 50% of the Annual rate |
| For a period not exceeding 5 months | 60% of the Annual rate |
| For a period not exceeding 6 months | 70% of the Annual rate |
| For a period not exceeding 7 months | 75% of the Annual rate |
| For a period not exceeding 8 months | 80% of the Annual rate |
| For a period not exceeding 9 months | 85% of the Annual rate |
| For a period exceeding 9 months | The full Annual Rate |

Cancellation by Insurer: This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

14. Renewal Notice

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

15. Reinstatement of Limit of Indemnity

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Reinstatement of limit of indemnity to the original level, will be as per the mutual agreement between the Insured and the Insurer, on payment of extra premium.

16. Limitation Period

It is hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of any suit or proceeding in a Court of Law or other forum having jurisdiction, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable thereafter.

17. Governing Law

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

18. Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

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

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| | Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in | |
| KOLKATA | Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. |
| LUCKNOW | Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in | Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| MUMBAI | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| NOIDA | Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| PATNA | Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in | Bihar, Jharkhand. |
| PUNE | Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

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