

Digit Plate Glass Insurance Policy

UIN: IRDAN158RP0002V01202021

1. PREAMBLE

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the “Company”), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils occurring during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

2. Definition

1. **Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Breakage** means a fracture extending through the entire thickness of the glass but does not include damage or disfiguration, or, damage caused by or in consequence of fire or artificial heat.
3. **Burglary** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal Plate Glass therefrom.
4. **Business** means the business of the Insured as stated in the Policy Schedule and no other.
5. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
6. **Deductible or Excess** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
7. **Frames and Framework** means a structure; the immediate purpose of which is the enclosure or support of Plate Glass.
8. **Premises** means the place named in the Policy Schedule.
9. **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, Co-payment and Limitations.
10. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
11. **Policy Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
12. **Sum Insured** means the amount stated in the Policy Schedule, which shall be the Company’s maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
13. **Theft** shall mean intending to take dishonestly any movable Plate Glass out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such Plate Glass and does not include larceny, pilferage and the like.
14. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.

15. **You, Your(s), Insured** means the Person or organisation named in the Policy Schedule.

3. Operative Clause

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured as per the Sum Insured Basis opted by You and mentioned in the Policy Schedule, in respect of:

- a. Any accidental loss of or damage (which for the purpose of the policy shall not include damage by scratches) to any of the Plate Glass mentioned in the Policy Schedule located at the Insured premises provided that such damage has occurred during the Policy Period and other than by a cause excluded herein.
- b. The cost of erecting any temporary boarding necessitated by such accidental loss of or damage to the Plate Glass.

4. ADDITIONAL INBUILT BENEFIT

We will also pay below mentioned costs incurred by You, up to the Limits specified in Your Policy Schedule, in respect of any one event and in aggregate of all occurrences during the Policy Period for each of the following, provided that the replacement of below mentioned items are necessitated by loss of or damage to the Plate Glass indemnifiable under this Policy. The Limit for this Inbuilt Cover is not over and above the Total Policy Sum Insured and is within the Total Policy Sum Insured.

- a. Cost of replacing lettering, sign-writing or ornamentation affixed to the broken Plate Glass.
- b. Cost of replacement of shatter proof or resistant or reflective film affixed to the broken Plate Glass.
- c. Cost of replacement of the burglar alarm tape or any wiring affixed to the broken Plate Glass.
- d. Reasonable cost of replacing the damaged window frames or framework, but with due allowance for wear and tear.

5. BASIS OF SUM INSURED

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

A. Intrinsic Value Basis

Sum Insured on Intrinsic Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Plate Glass less depreciation for age, usage and condition.

B. Replacement Value Basis

Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Plate Glass(es) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Plate Glass by a new Plate Glass in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

6. BASIS OF LOSS SETTLEMENT

A. For Sum Insured opted on Intrinsic Value Basis

In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss with Plate Glass of same kind, type and specification but not superior to or more extensive than the Plate Glass Insured when new as on the Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the Plate Glass Insured, subject to “**General Condition No.9 - Condition of Average**” of this Policy.

B. For Sum Insured opted on Replacement Value Basis

In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss which excludes any allowance for betterment i.e. the Replacement Value for a new Plate Glass of same kind, type and specification without deducting depreciation for age, usage and condition subject to “**General Condition No.9 - Condition of Average**” of this Policy.

7. GENERAL EXCLUSIONS

This Policy does not cover the following unless specifically mentioned in the Policy Schedule and expressly insured by the Policy: -

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Any loss or damage occasioned by or arising from any consequence of fire, explosion, gas and heat.
3. Any loss or damage occasioned by or arising from Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances.
4. Any loss or damage occasioned by or arising from or in connection with riot or strike and malicious damage.
5. Any Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.
6. Cracked, scratched and imperfect Plate glass.
7. Any damage to the Plate Glass that existed before the Policy Inception i.e. any Pre-existing damage.
8. Any loss or damage caused wilfully or knowingly by You, or any loss or damage in which You or any person acting on Your behalf is involved or implicated.
9. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
10. Any loss or damage during the course of any alteration, removal or repair to the Plate Glass.
11. Breakage of Plate Glass that is not completely and securely fixed.
12. Disfiguration or scratching or damage of Plate Glass other than fracturing extending through the entire thickness of glass.
13. Damage caused to the frame or framework without any damage to the Plate Glass.
14. Consequential losses including but not limited to loss of profit, business interruption, market loss and legal liability of any kind.
15. Embossing, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and ordinary quality, unless specifically stated otherwise in the Policy Schedule.
16. Loss or damage whether direct or indirect arising from war whether war be declared or not, war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion,

revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

17. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.

18. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

8. GENERAL CONDITIONS

1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

2. Disclosure of Information

This Policy shall be null and void and all premiums paid hereon shall be forfeited 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.

3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of

the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

5. Reasonable Care:

The Insured shall take all the necessary steps to ensure that the Plate Glass is protected against any kinds of damage or loss and shall properly maintain the Frames and Framework.

6. Alteration of Risk

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us if:

- a. any alteration to the situation or the position of the Plate Glass in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Insured Property passes from the Insured to any other person or entity.

unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.

7. Right to Inspect

You shall allow Us at any reasonable time to inspect the Plate Glass, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

8. Claim Procedure

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

- a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule;
- b. In case of Theft or Burglary, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
- c. Take all steps within Your power to minimise the extend of loss or damage;
- d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
- f. Not incur any expenditure for which a claim may be made against Us without the Our prior approval.

9. Condition of Average

If the Plate Glass insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

10. Indemnity

We may at Our option reinstate, replace or repair the Plate Glass lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be

bound to expend more in reinstatement than it would have cost to reinstate such Plate Glass as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

11. Reinstatement of Sum Insured after settlement of claim

Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy

12. Contribution

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.

13. Subrogation

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

14. 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 and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before provided, if the Company 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.

15. Policy 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
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

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 misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

16. Renewal Notice:

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

17. Jurisdiction:

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

18. Geographical Scope:

The geographical scope of this policy will be India.

19. 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,	Madhya Pradesh, Chhattisgarh.

	Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. 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 Buddha 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, Kanoj, 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