Contaminated Product Insurance Policy
UIN: IRDAN125CP0002V01201920

1. Preamble

HDFC ERGO General Insurance Company Limited (herein called the "Company") and the Insured (as named in the policy schedule) agree that:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this policy, in consideration of the payment to the Company of the premium for the period of insurance.

Provided that this policy is not deemed to be in force unless it has been signed by an authorized official of the Company.

Signed for and on behalf of the Company

Date of Signature

2. Coverage

The Company will indemnify the Named Insured against Costs, up to the Limit of Indemnity, which arise solely and directly from an Insured Event, including Insured Events arising from a Cyber Event.

Provided that the Insured Event is:

a. First Discovered by the Named Insured during the period of insurance; AND

b. Notified to the Company in writing during the period of insurance or up to sixty (60) days after the expiry date of the policy (subject to provisions of the General Condition – Claims);
AND

c. Such Costs are incurred or agreed with the Company or where required, are incurred with prior agreement with the Company:
   I. during the Indemnity Period in respect of Loss of Gross Profit
   II. within twelve (12) months after the Insured Event is First Discovered by the Named Insured in respect of all other Costs.

2.1. Insured Event(s)

Shall mean:

a) Accidental Contamination

Any accidental or unintentional contamination, impairment or mislabelling of an Insured Product(s), which occurs during or as a result of its production, preparation, manufacture, packaging or distribution.

Provided that the use or consumption of such Insured Product(s):

i. Has resulted in or would result in Injury; or

ii. Has caused or would cause Property Damage other than any such damage to any Insured Product(s).

b) Malicious Product Tamper

Any actual, alleged or threatened intentional, malicious and wrongful alteration or contamination

of the Insured Product(s), whether or not by an Employee, with the intention to render it unfit or dangerous for its intended use or consumption or to create such impression to the public.
Insight

c) Adverse Publicity

The reporting of an alleged but not actual Accidental Contamination or Malicious Product Tamper during the period of insurance in local regional or national (including but not limited to radio, television, newspaper magazines or the Internet) or any governmental publication provided that the Insured Product is specifically mentioned.

d) Government Recall

Any accidental or unintentional contamination, impairment or mislabelling of an Insured Product(s) which:

i. occurs during or as a result of its production, preparation, manufacture, packaging or distribution; and
ii. has been deemed by a competent authority to be unfit for human consumption by reason of being injurious to health; and
iii. has resulted in a Recall such Insured Product by such authority in compliance with regulations on food safety.

e) Intentionally Impaired Ingredients

Any contamination or impairment of an Insured Product(s), which occurs as a result of an ingredient supplied to the Insured by a third party where such contamination or impairment was intentional or wrongful but not malicious.
Provided that such contamination or impairment renders the Insured Product unfit and dangerous for its intended use or consumption.

2.2 Costs

Shall mean the reasonable and necessary:

a. Examination costs prior to an Insured Event

Costs of examination and inspection including the costs of chemical analysis or other such efforts to identify the causes of the product contamination in connection with any Insured Event provided such costs are incurred with the prior written consent of the Company (such consent not to be unreasonably withheld).

b. Media and general advertising costs

Costs of correspondence, newspaper and magazine advertising, radio or television or other media announcements to inform customers and the distribution channel, or channels, about the product contamination.

c. Finding tracing and sorting

Costs incurred in finding, tracing and sorting the Insured Products in connection with an Insured Event.

d. Exam ination costs after an Insured Event

Costs of examination and inspection including the costs of chemical analysis or other such efforts to identify the causes or potential effects of the product contamination.

e. Transportation

Costs of transportation of the Insured Product, incurred in returning the Insured Product to the Named Insured or the Named Insured's nominated agents or other location agreed with the Company

f. Storage

Costs of arranging, hiring or renting temporary storage for the Insured Product up to twelve (12) months after an Insured Event.

g. Disposal and/or destruction where necessary

Costs of disposing or destroying the Insured Product.

h. Reworking, repacking, relabeling and redistribution Costs of reworking, repacking, relabeling and redistributing the Insured Product.

i. Additional staffing costs

Additional remuneration costs payable to permanent Employees of the Named Insured for overtime and costs of hiring additional staff all incurred exclusively in connection with an Insured Event.

j. Retail slotting fees and cancellation fees

Retail slotting fees and cancellation fees for any advertising and/or promotion programmes, which were scheduled but were unable to be executed solely as a result of an Insured Event.

k. Out-of-pocket expenses

Out-of-pocket expenses of hired and permanent Employees including transportation incurred exclusively in connection with an Insured Event.

l. Cost of independent consultants

Hiring Consultants and Advisors (including Crisis Response Management) with the Company's prior written consent to assist the Named Insured in responding to an Insured Event.

m. Costs incurred by public authority

Costs incurred by any public authority and arising solely in connection with an Insured Event and reclaimable by law from the Insured

n. Third Party Recall

Costs (as defined in (a) to (k) above) incurred by any third party and arising solely out of any Insured Event and reclaimable by law from the Named Insured.

o. Legal costs

i. Reasonable costs and expenses incurred with the written consent of the Company in connection with the defense of any action by any public authority in connection with an Insured Event; and/or

ii. Reasonable costs and expenses incurred with the written consent of the Company in connection with the defense of any legal action against the Named Insured by any third party arising solely out of an Insured Event.

p. Replacement costs

Costs of replacement, with products of the same value, of any Insured Products. Such costs of replacement:

I. will be based on, and limited to, the costs of ingredients, the costs of raw materials and other items of a like nature actually incurred during the process of replacement;

II. will not include the Named Insured's profit; and

III. will not include the salvage value of any Insured Products;

In the event it is not reasonable to replace or restore the Insured(s) Product, the Company may at its sole discretion agree instead to refund the Insured's original cost to manufacture or purchase the Insured Product(s).

q. Loss of Gross Profit

Loss of Gross Profit incurred by the Named Insured as a result of an Insured Event.

r. Rehabilitation and Marketing costs

Marketing and other media costs to rehabilitate or re- establish the Insured Product(s) to the projected and verifiable level of sales or market share anticipated prior to the Insured Event.

Provided that such costs are incurred solely to reduce the Loss of Gross Profit or could otherwise be reasonably regarded as appropriate under the circumstances.

s. Decontamination Costs

Costs incurred in cleaning or decontaminating the Named Insured's machinery equipment or plant or premises used in the manufacture processing or distribution of the Insured Product(s).

Provided that such costs shall not include:

I. the costs of cleaning or decontaminating the Insured Product itself; and/or

II. any such costs incurred by any party or entity other than the Named Insured.

t. Loss reduction

Costs incurred, with the consent of the Company, directly with a view to reducing or minimising the overall costs incurred as a result of an Insured Event.

3. Definitions

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional definitions are stated in the Insured Events and Costs Clause.

Additional Insured's

Means

a) If the Named Insured so requests, any partner director or Employee against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this policy if the claim had been made against the Named Insured as though each partner director or Employee was individually named as the Insured in this policy; or

b) The personal representatives of any party constituting the Named Insured against legal liability in respect of which such party would have been indemnified under this policy.

Claim

Means

A written request by the Named Insured to the Company to indemnify or otherwise compensate for Costs incurred in accordance with and subject to the terms and conditions of this Policy.

Combined Annual Aggregate Limit

Means

The maximum amount payable under this policy in respect of all Insured Event s in the aggregate in any one period of insurance.

Consultants and Advisors

Means

Food-safety, security, Crisis Response Management or public relations consultants or advisors.

Crisis Response Management

Means

The provision of support by experienced specialists to assist the Named Insured in assessing, managing, mitigating and responding to an Insured Event.

Cyber Event

Means

a. any unauthorised Processing of Data by the Named Insured
b. any breach of laws and infringement of regulations pertaining to the maintenance, or protection of Data
c. any Network Security Failure in the Named Insured's Sphere

Dam age to Data

Means

Any loss, destruction, corruption of Data. Any Damage to Data of a Third Party by the Named Insured is not a Cyber Event if there is not any Network Security Failure involved.

Data

Means

Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Employee

Means

a) any person under a contract of service or apprenticeship with the Named Insured; or
b) any of the following persons whilst working for the Named Insured in connection with the Named Insured's business
    i. any labour master or labour only subcontractor or person supplied by him;
    ii. any self-employed person;
    iii. any person who is borrowed by or hired to the Named Insured including Persons on secondment from overseas countries;
    iv. any trainee or person undergoing work experience;
    v. prospective employees being assessed by the Named Insured as to their suitability for employment; or
    vi. any voluntary helper.

Excess

Means

The first part of all Costs (other than in respect of Consultants and Advisors) payable in respect of each Insured Event to be borne by the Insured before the Company shall be liable to make any payment.

First Discovery / First Discovered

Means

The first verifiable discovery by a responsible and competent person within the Named Insured of any matter or circumstance, likely to lead to a claim under this policy in respect of an Insured Event.

Gross Profit

Means

The amount by which the sum of the turnover and the amounts of the closing stock and work in progress, shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Variable Costs.

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Named Insured's normal accountancy methods, due provision being made for depreciation.

If during the Indemnity Period the Loss of Gross Profit as a result of the Insured Event is offset by increased sales of other, uncontaminated, Insured Products within the same product line such offset will be considered to reduce the actual loss sustained.

Adjustment shall be made as may be necessary to provide for the trend of the Named Insured's business as noted in the policy schedule and for variations in or special circumstances affecting the Named Insured either before or during the Indemnity Period or which would have affected the Named Insured had the Insured Event not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the Indemnity Period.

Indemnity Period

Means

The period ending not later than 12 months after the first identified decrease in sales incurred directly and solely as a result of the Insured Event during which the results of the Named Insured's business as noted in the policy schedule shall be affected.

Injury

Means

Bodily injury death disease illness and/or medically recognised psychiatric injury.

Insured

Means

The Named Insured as set out in the policy schedule and the Additional Insureds.

Insured Product (s)

Means

a. any goods or products (or any of their ingredients or components and including the packaging, labeling and instructions for use) manufactured, produced, sold, supplied, treated, tested, distributed, packaged, labeled, printed or serviced by, or on behalf of, the Named Insured whether or not such goods or products are in the Named Insured's care custody or control provided that such products have been reported to the Company in the Application for coverage and accepted by the Company as Insured Product to which coverage under this Policy applies.

b. any product(s) which are newly introduced or developed by the Named Insured provided that:
   i. the Company is advised of such products no less than sixty (60) days prior to the introduction of such products for sale; and
   ii. the Company provides written confirmation of acceptance of such product(s).

   The Company shall have the right to make a premium charge for any newly introduced or developed products.

Malicious

Means

Any situation where there is clear evidence that the person committing the act or threat to alter or contaminate the Insured Product has an intention to cause harm or damage to the Named Insured or where a person uses any Insured Products intentionally as a means to attempt to or to cause Bodily Injury or Property Damage.

Named Insured's Sphere

Means

Any system or device leased, owned, operated, or lost by or which is made available or accessible to the Named Insured for the purpose of Processing Data.

Loss of Gross Profit

Means

The Loss of Gross Profit due to reduction in turnover.

For the purpose of this clause reduction in turnover shall mean the sum produced by applying the Rate of Gross Profit to the amount by which the turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Insured Event;

Less any sum saved during the Indemnity Period in respect of the charges and expenses of the business as described in the policy schedule payable out of the Gross Profit which may cease or be reduced as a consequence of the Insured Event.

Named Insured

Means

The Named Insured as set out in the policy schedule

Network Security failure

Means

Any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/ or denial of service.

Personal Data

Means

Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location Data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing

Means

Any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Property Damage

Means

Physical loss or physical destruction of or physical damage to material property other than Electronic Data.

Rate of Gross Profit

Means

The rate of gross profit earned on the turnover during the financial year immediately before the Indemnity Period.

Recall (s)

Means

The act of W ithdrawal of any of the Insured Products because of an Insured Event.

Standard Turnover

Means

Shall mean the turnover during the twelve (12) month period immediately before the Indemnity Period.

Terrorism

Means

(a) an act, or acts, 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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear; and/or

(b) any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

Variable Costs

Means

The variable costs of production other than fixed costs including but not limited to cost of ingredients, cost of raw materials, variable transportation and utility costs.

Withdrawal

Means

Withdrawal or withholding of any Insured Products

(a) already supplied and distributed to any third party, customer or distributor;

(b) not yet supplied and distributed and are still in the care custody and control of the Named Insured.

4. LIMIT OF INDEMNITY

The Company's Liability

The Company's liability for all Costs payable in respect of:

(a) any one Insured Event shall not exceed the relevant sublimit shown in the policy schedule;

(b) the Combined Annual Aggregate Limit for any one period of insurance shall not exceed the limit shown in the policy schedule.

Aggregation of Limits

The Company's liability to the Named Insured and all any Additional Insured's shall not exceed in total

the Limits of Indemnity shown in the policy schedule.

Extension and Memoranda

The Company's Liability (as stated above) shall include any amount payable under any extension or endorsement or memorandum.

5. EXCLUSIONS

This policy does not cover any Costs directly or indirectly caused by or arising out of

Asbestos

Asbestos or asbestos containing materials.

Breach of warranty

Any breach of warranty or any breach of guarantee of fitness for purpose whether written or implied when caused solely by such breach.

Carcinogens

Any accidental contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.

Cross liabilities

The recovery, or attempted recovery, of Costs incurred by one Insured from another Insured.

Deterioration, decom position, or transformation

Any deterioration, decomposition, or transformation of the chemical structure of any Insured Product, including but not limited to any combination or interaction among ingredients, components or packaging.

Provided that this Exclusion will not apply if the deterioration, decomposition or transformation has not caused but is itself a direct result of such product contamination.

Employees

Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Named Insured.

Excess

The amount of the Excess specified in the policy schedule, provided that this Exclusion shall not apply to the cost of independent consultants as defined in Cost I.

Failure of documentation

Any failure to maintain documentation of the manufacturing process required by any existing governmental or regulatory standards.

Fines or penalties

Any fines, penalties or liquidated damages

a) incurred under contract with any third party; and/or

b) imposed by any public authority or governmental agency.

First Discovery prior to sale

Insured Products that are sold after the Named Insured's First Discovery in respect of a contaminated product and in respect of which the Named Insured failed to take reasonable corrective action.

Fraudulent or Illegal Acts

The deliberate, fraudulent, illegal, malicious, dishonest or criminal act by any director(s), officer(s) or trustee(s) of the Insured.

Genetic engineering, horm one treatment

(a) Genetic engineering or genetic modification or

(b) Hormone treatment of any Insured Product.

Intentional breach of regulation

Any intentional breach by the Insured of any applicable law or regulation relating to consumer or public safety and protection.

Knowledge prior to Inception Date

Matters or circumstances which the Insured knew or reasonably should have known prior to the first inception date of this policy and which could give rise to a claim under this policy for an Insured Event.

Liability for third party losses

Any compensation or damages payable to any third party (including without limitation claimant cost and expenses and defence costs) solely in respect of Injury or Property Damage (including any economic or financial loss suffered by a third party arising out of the Injury or Property Damage).

Nuclear radiation

Any nuclear radiation or radioactive contamination except

(a) radioactive tampering specifically aimed at the Insured Product(s); and/or

(b) where arising out of processes or techniques approved by appropriate governmental or other applicable regulatory authority.

Products in air and water craft

Any Insured Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft.

Punitive damages

Any liability in respect of:

(a) punitive exemplary restitutionary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or other non- compensatory damages; and/or

(b) compensation ordered or awarded by any court of criminal jurisdiction.

Redesign

Any further additional product development, design or redesign, engineering or re-engineering of any Insured Product where such Costs are incurred after First Discovery.

Terror

Any act of terrorism including where such act affects any product of a competitor similar to an Insured Product.

This exclusion does not apply to malicious product tampering.

War

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalization confiscation requisition seizure or destruction by the government or any public authority.

6. GENERAL CONDITIONS

Acquisitions

If during the period of insurance the Named Insured acquires or newly establishes any legal entity, such legal entity will be included as the Named Insured provided that:

a) cover will only apply to those products which currently form part of the Insured Product;
b) the Named Insured directly or indirectly holds a 50% share or more or has management control;
c) the indemnity provided will apply from the date of acquisition or establishment;
d) the Named Insured gives the Company written notice of such acquisition or establishment within 90 days;
e) the Named Insured pays the Company an additional premium computed from the date of the acquisition or establishment to the end of the current period of insurance; in the event that such additional premium is not paid any indemnity provided to such other entity will cease 30 days from the date of acquisition or establishment;
f) no indemnity will be provided to any Accidental Contamination where such defect was in existence or suspected to be in existence prior to the acquisition;
g) no indemnity will be provided to any Malicious Product Tamper in existence prior to the acquisition.

Additional Insured's

a) Each of the Additional Insured's and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured's) and it shall be a condition precedent to any liability of the Company under this policy that the Named Insured and not an Additional Insured shall have made any such claim;
b) Each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply;
c) The Company's liability to the Named Insured and all Additional Insured's shall not exceed in total the Limit of Indemnity specified in the policy schedule.

Alterations in Risk

It shall be a condition precedent to any liability of the Company to make any payment under this policy that if at any time anything shall occur or be done materially affecting the risk insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

Batch Clause

For the purpose of this policy, where two or more Insured Events happen within twelve months after the First Discovery of such Insured Event and are attributable to the same event, cause, incident or occurrence, all Costs attributable to such Insured Event shall be deemed to have been incurred at the time of the First Discovery, irrespective of when the subsequent Insured Events have actually happened.

Cancellation

The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

Choice of Law and Jurisdiction

All disputes arising under out of or in connection with or in relation to this policy shall be subject to the exclusive jurisdiction of the Courts of India and the law applicable to the construction and interpretation of the policy and governing all such disputes shall in any event be the law of India

Claims

It shall be a condition precedent to any liability of the Company to make any payment under this policy that on the First Discovery, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Named Insured shall:

a) Notify the Company and follow the "Claims Notification Procedures", together with the requirements set out in the General Condition "Duties in the event of an Insured Event".

b) Make no admission of liability or offer promise of payment without the Company's written consent.

c) Notify the Company in writing immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.

d) Retain unaltered and unrepaired anything in any way connected with the Injury for as long as the Company may reasonably require.

e) Produce to the Company at the Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

Contracts (Rights of Third Parties) Act 2001

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of this policy.

Duties in the event of an Insured Event

Subject otherwise to the requirements of the "Claims Notification Procedures":

(a) Initial statement of Costs

The Insured will submit to the Company with reasonable promptness an initial statement of Costs, stating the full particulars of the Costs and its initial calculations and/ or projections of the elements and composition of the Costs.

(b) Final statement of Costs

A final statement of Costs with respect to all items, containing particulars of the elements and components comprising the amount of Costs must be submitted by the Insured or on behalf of the Insured to the Company in writing:

(i) with respect to all items of Costs except Loss of Profit not earlier than twelve (12) months and not later than fifteen (15) months after such insured Costs become first known to the Insured.

(ii) with respect to Loss of Profit: not earlier than twelve (12) months and not later than fifteen (15) months after the first reduction in sales resulting from a product contamination.

New Products

No indemnity will apply to any new products outside the existing range of the Insured Product until submitted to and accepted by the Company.

Non-disclosure

The insurance by this policy will be voidable if there has been misrepresentation, mis-description or non-disclosure of any material fact.

Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this policy be insured by any other policy except in respect of any excess beyond the

amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk

Policy Construction

(a) Unless otherwise expressly agreed in writing this policy shall be governed by and construed in accordance with the Laws of India.

(b) The headings and titles of paragraphs in this policy are included for descriptive purposes only and do not form part of this policy for the purpose of its construction or interpretation.

(c) In this policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

Premium Adjustments

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each period of insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

Subrogation

in the event of any payment under this policy, the company shall be subrogated to the extent of such payment to all the Insured's right of recovery, and such Insured shall execute all papers required and shall do everything necessary to secure and preserve all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the company effectively to bring suit in the name of the Insured.

Reasonable Precautions

It shall be a conditions precedent to any liability of the Company to make any payment under this policy that the Insured shall take all reasonable precautions to prevent accidents and to prevent or cease any activity which may give rise to a liability and any Injury and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

Rights of the Company

a) The Company shall be entitled at their discretion to take over and conduct in the name of the Insured the defense or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Injury, Property Damage or other legal liability to which this policy applies and the Insured shall give all information and assistance required.

b) The Company may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the claims arising out of any

Insured Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

Sanctions/Embargoes

The Company shall not be deemed to provide cover and 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Notices

Any notice given to the Company under the Policy must be in writing and sent to the address specified in the Company's Schedule. A notice served by post, if not received earlier, is taken to have been received on the next day after posting. A notice served by fax is taken to be served only if a complete and correct transmission report is received and it is taken to be received by the addressee (whether it is in fact received or not) on the day of transmission.

Valuation & Foreign Currency

All Premiums, limits, Deductibles, Loss and other amounts under this Policy are expressed and payable in Indian Rupees (INR). If judgment is rendered, settlement is denominated or another element of Loss is stated in a currency other than Indian Rupees (INR), then payment under this policy shall be made in Indian Rupees (INR) at the cash rate of exchange published by the Reserve Bank of India, on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of Loss is due respectively.

7. CLAIMS NOT IFICATION PROCEDURE

It is a condition precedent to cover under the Policy that as soon as the Insured becomes aware of a Claim during the Policy Period, the Insured must notify the Company in writing of the Claim.

Where the Insured becomes aware of facts that might give rise to a Claim against the Insured, or an Inquiry that might involve the Insured, during the Policy Period then the Insured may elect to report those facts in writing to the Company as soon as the Insured becomes aware of those facts but before the end of the Policy Period in which case any Claim that subsequently arises out of those facts shall be deemed to have been reported to the Company at the time those facts were reported to the Company.

All notices must be sent to:

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED

Corporate Claims Department 6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri (E),
Mumbai – 400059
Contact us- 022 6158 2020/ 022 6234 6234

If the Insured reports a Claim, or facts that might give rise to a Claim, to the Company then the Insured must give the Company such information and co- operation as it may reasonably require including but not limited to:

a) A description of the Claim or Inquiry;
b) When was the incident first discovered?
c) What is the effect of the incident discovered? (e.g. potential allergen)
d) A broad description of the various costs incurred or expected to be incurred due to the incident
e) Other details required as per claim form

If Loss, Defence Costs or any other amounts Insured under the Policy are also potentially Insured under any other insurance policy or policies, then the Insured must advise the Company at the time of making a claim under the Policy, and provide the Company with details of the other insurance.

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured A list of preliminary documents is requested from the Insured.
- Surveyor / Investigator may be appointed, if required.
- In case of surveyor appointment, the same will be appointed within 72 hrs from the date of intimation and the details of the appointment is conveyed to the Insured
- Within 48 hrs of appointment, the surveyor will start the survey and will request the list of preliminary documents within 7 days of appointment from the insured
- Final survey report will be provided by the surveyor within 90 days of appointment except where special circumstance exist in respect of a claim due to its special complicated nature or due to difficulties associated with replacement/reinstatement, the surveyor will seek an extension from Insurers for submission of report
- In case of settlement, offer of claim settlement will be made to the Insured within 30 days of receipt of the last document
- In case of settlement, Claim will be settled by the Insurer within 30 days from the receipt of last, relevant & necessary document from the Insured.
- In case of rejection, the same will be conveyed to the Insured within 30 days from the receipt of the final report and/or documents
- Based on the information submitted in the claim intimation letter / claim form, if required, we may procure more information from the insured depending on the facts mentioned therein up to the satisfaction of the Company.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions e can be sought, if required.

The documents required for processing of claims are:

1. Detailed description of the incident in chronological order and the manner by which insured first became aware of the circumstance/claim right from the date of discovery until the current status
2. Brief description of the product and its usage including the details of the manufacturer
3. Details of quantum of loss with supporting
4. Actions taken by the insured in connection to its product post discovery of contamination.
5. Copy of any demand and/or compliant made by third party along with loss supporting
6. Detailed Internal Investigation report, indicating the cause of contamination What are the implication on the usage of the contaminated product
7. Copy of other Insurance covering the same risk

8. Any other documents which could be construed as material information to the case
9. Policy/Underwriting documents.
10. Survey Report along with annexure and/or Photographs wherever applicable
11. All documents and/or information relevant to the claim
12. Discharge voucher of the Insured accepting full and final settlement
13. KYC documents are compulsory where settlement amount is over 1 lac

Apart from above Standard documents some other documents may be called for based on the nature of claim.

8. FRAUD WARNING

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

9. RENEWAL

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

10. CONDONATION OF DELAY

The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

Our Grievance Redressal Officer

- Contact us- 022 6158 2020 / 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com
  Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.

If You are not satisfied with Our redressal of Your grievance through one of the abovemethods, You may approach the nearest Insurance Ombudsman for resolution ofYour grievance. The contact details of Ombudsman offices are mentioned below.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS

Office Details	**Jurisdiction of Office Union Territory, District)**
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road,	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

Email: oio.chennai@cioins.co.in	
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.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.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.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 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
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.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068	Bihar, Jharkhand.

Email: oio.patna@cioins.co.in	
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.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."

For updated list of Insurance Ombudsman details including Name, Address and jurisdiction, kindly visit: https://irdai.gov.in/ombudsman
Alternatively, you can also access the details by visiting: https://www.coins.co.in/Ombudsman