

Product Recall Insurance - Proposal Form

Instructions:

- All questions must be answered.
- If the answer to any question is none or not applicable, state NONE or NOT APPLICABLE.
- If space is insufficient to answer any question fully, attach a separate sheet.
- Proposal Form must be signed and dated by a senior executive.
- Please provide Products Brochures, Contract Conditions and/or Trading Conditions and Testing and/or Accreditation Certificates.

(PLEASE TYPE OR PRINT)

A - GENERAL INFORMATION

Name of the Insured:

Address of the Insured:

Contact Person: Telephone:

Nationality: ☐ Indian ☐ Non – Indian If Non-Indian, please specify Country: _____

Type of Organization

Corporations ☐ Governments ☐ Non Governmental Organizations ☐

Society ☐ International Organization ☐ Trust ☐

Partnership ☐ Cooperatives ☐ Section 25 Company ☐

Name of Business / Description of Products:

Years in business:

B - PRODUCT RECALL EXPENSE AND PRODUCT RECALL EXPENSES

Limits / Self Insured Retention / Optional Endorsements

Coverage Options include:

1. Coverage A Product Recall Expense without the cost to Repair, Replace, Refund
2. Coverage A Product Recall Expense with the cost to Repair, Replace, Refund
3. Coverage B Product Recall Liability
4. Combined Single limit for 2. & 3. Above
5. Coverage B Impaired Property Endorsement

Specific limit/self insured retention request Limit: _____

Self Insured Retention: _____

Coverage desired for all products?

Or List Specified Products?

Estimated Annual Sales of covered products _____

Sales History (Rs.)

Current year _____ Prior year _____ 2nd prior _____ 3rd prior _____

C - OPERATIONS

For Component Manufacturers -

End Use applications: _____

List major customers: _____

For End Product Manufacturers -

Type of product

Industrial _____ Commercial _____ Consumer _____

For Retailers / Distributors –

Approximate number of units/year - _____ Sales under own name brand Rs.- _____

Sales from foreign vendors Rs. - _____

Others -

1. Do you have an in force written Recall Plan? (If yes, please attach copy) Yes ☐ No ☐
2. Is a batch coding system utilized? Yes ☐ No ☐
Is there traceability back to raw materials/ingredients? Yes ☐ No ☐
3. Do you have an in force written Quality Assurance Plan? Yes ☐ No ☐
If yes, please attach copy of the Table of Contents.
4. What steps are taken to assess the quality standards of your suppliers? (Specifications, certificates of analysis, etc.)

Do you perform audits of your suppliers' QA activities? Yes ☐ No ☐

5. Are there indemnification agreements/hold harmless agreements relating to Product Recall? If yes, please describe agreements.

6. Has any product been recalled in the past ten years? Yes ☐ No ☐
If yes, supply the following details for each recall
- a) Product involved
 - b) Reason for recall
 - c) Date of Recall
 - d) Total expenses incurred
 - e) Methods employed to recall product

Attach Loss Runs or Summary of Product Liability losses for past Five Years

Does the proposer, or do its directors or officers have any knowledge of any current situation or circumstance which might lead to a claim under a policy of product recall insurance? Yes ☐ No ☐

If yes, please attach explanation

It is understood that the undersigned has no knowledge of a pre-existing condition likely to necessitate a product recall except as noted above, and the undersigned will notify the company of any situation that arises prior to the inception date of the policy. It is understood and agreed that if such knowledge or information exists, any claim arising therefrom is excluded from the proposed insurance.

OTHER INFORMATION (COMPULSORY)**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 Applicant. 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.

ANTI REBATING WARNING

As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance policy in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer. Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Ten Lakhs rupees. Data Protection Requirement (below declaration should be mentioned in Insured declaration) :

"I/We hereby understand, declare, consent and authorize the Company that all details of the policy and financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

ANTI- MONEY LAUNDERING

The Company believes in adherence to Anti Money Laundering (AML) guidelines/rules as it aids in ensuring that financial institution like ours are not used as vehicle for money laundering. The policyholder/ nominee are thus bound to provide such information as may be required by the Company for ensuring the adherence of AML guidelines/rules.

SHARING OF INFORMATION CLAUSE

The information sought from the insured is strictly for the purpose of policy issuance and policy servicing. This information sought and the details of policy are kept confidential and will not be shared with any external party in any circumstances whatsoever. However, in instances when such information/ details is sought by any governmental bodies / regulatory authorities or when the Company is directed to share such information in accordance with any law/ regulations or direction from any such governmental bodies / regulatory authorities, the Company will be bound to abide to such directions.

PREMIUM DETAILS

Amount (including service tax) (₹) _____ Rupees _____

DETAILS OF BANK ACCOUNT

Name of Bank Account Holder: _____

Bank Account No. _____

Name of Bank: _____

Branch: _____

MCR Code: _____ IFSC Code: _____

Account: Saving ☐ Current ☐

I/We wish:

Any refund due on the premium payment / any payment/claims will be directly credited to my aforesaid Bank Account.*

*As per the IRDAI, it's mandatory that all payments made to the insured are only through electronic mode.

SOURCES OF FUND :

Salary _____ Business _____ Other _____

Note:

1. Please provide a cancelled copy of cheque of your bank account.
2. The Company will not be responsible in case of non credit or delay in processing of payout due to incomplete/incorrect information provided by the customer. Please ensure that you provide accurate details to the Company.

DECLARATION

(To be signed by a partner or director of the Main Applicant)

I/We, the undersigned, declare and acknowledge:

- I/We hereby declare that the information given is, to the best of our knowledge and belief, correct and that we are not aware of any circumstances that we have not disclosed to you which might influence your assessment of and willingness to accept the risk.
- I/We hereby agree that, if you issue a policy to us, this proposal shall form the basis of, and be incorporated in, such policy.
- I/We agree that this declaration and the answers given above shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract. And that
- if any untrue statement be contained therein the said contract shall be absolutely null and void.
- I/We undertake to exercise all reasonable and ordinary precaution for the safety as desired and I/We agree to accept the policy in the form issued by the Company subject to the terms exceptions and conditions prescribed therein or endorsed on the policy.
- "I/We hereby understand, declare, consent and authorize HDFC ERGO General Insurance Company Ltd. that financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"
- I, hereby grant consent to Agent/Broker/Corporate Agent or any other licensed intermediary to share my KYC (Know your Customer) and customer due diligence information with HDFC ERGO General Insurance Company Limited for the purpose of my insurance proposal.

Signed: _____ Print Name: _____ Title Dated: _____

TERMS AND CONDITIONS

Note: The liability of the Company does not commence until the acceptance of the proposal has been formally intimated by the insured and full premium has been realized by the company.

We are under no obligation to accept any proposal for insurance. The Applicant agrees that the receipt of the Proposal Form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited and does not result in a concluded contract of insurance. The acceptance of the Proposal for insurance shall be at the Company's sole and absolute discretion and upon full realization of the premium payment. In the event of acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the Applicant by HDFC ERGO General Insurance Company Limited along with the date from which the insurance Cover shall become effective. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the Policy of Insurance that has occurred prior to policy issuance is not covered under this Policy (Your proposal form will be considered after HDFCERGO General Insurance Company Limited receives premium payment.)