

Product Recall Insurance - Prospectus

Recall exposure can be faced by all in the supply chain from manufacturers, suppliers, distributor, marketers of products. Recall can either be done by insured or by customers of insured or government. With changes in regulations, contractual requirements to purchase recall insurance, increase in exports there is an increase in demand for recall insurance.

While within India we have seen very few recalls; recalls from goods manufactured from India have always been a concern which has led to a lot of recalls in the past

HDFC ERGOs Product Recall Insurance will indemnify the insured for Product Recall Expenses / Liability arising out of a covered incident (first party recall &/ or third party recall)

This policy extends to cover Insured against liability arising from

Product Guarantee

Impaired property

Financial loss

Product liability

OTHER EXTENSIONS –

Breach of Warranty with Carve Back

Batch Clause

EXCLUSIONS

This policy will not pay for any loss arising out of, or in any way connected with

- A. any Claim for Bodily Injury or Property Damage or any other Claim made by a third party against the Insured arising out of, or in connection with the use or consumption of the Insured Product(s);
- B. any dishonest, fraudulent, illegal or criminal act committed by any of the Insured's directors, officers or trustees;
- C. any intentional violation of governmental laws or regulations by any employee of the Insured in connection with the manufacture, sale or distribution of any Insured Product(s) or any intentional use by such employee of any material or substance in the manufacturing process which has been banned or declared unsafe by any governmental agency;
- D. any nuclear reaction or nuclear radiation or radioactive contamination howsoever caused;
- E. any direct or indirect consequences of war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion, or military or usurped power;
- F. any litigation or any proceedings before any governmental body as a result of a Covered Incident or otherwise;
- G. any directive, demand, claim, lawsuit or request that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, naturalize or assess the effects of pollutants or for damages in respect thereof;
- H. any Insured Product(s) which are prototypes, single-units or experimental products;
- I. any Covered Incident which occurs more than 5 years after the Insured Product(s) has left the control of the Insured;
- J. any breach of warranty with respect to the fitness, merchantability, quality, efficacy or efficiency of the Insured Product(s);
- K. any liability assumed by the Insured under any oral or written contract or agreement, except that this exclusion shall not apply to a Claim where legal liability for Product Recall Expenses would exist even in the absence of such contract or agreement, provided always that such liability arises from a Covered Incident;
- L. a Covered Incident resulting from any alleged, threatened or actual wilful and/or malicious product tampering.

CLAIMS NOTIFICATION

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

During Intimation of claim, Insured has to provide relevant information which includes Policy details, policy period and Loss details (viz. Loss Location, .Contact Details, Details of Loss / Accident, Details of claimants, Rough estimates of Loss).

In general, primarily, the following basic documentations are required for taking the claim forward:

- 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
- Brief description of the product and its usage including the details of the manufacturer
- Details of quantum of loss with supporting documents
- Actions taken by the insured in connection to its product post discovery of claims
- Copy of any demand and/or complaint made by third party along with loss supporting
- Copy of other Insurance covering the same risk
- Any other documents which could be construed as material information to the case

OUR CLAIMS PROCESS:

- 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

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- 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 can be sought, if required.

The documents required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report along with annexure and/or Photographs wherever applicable
- All documents and/or information relevant to the claim
- Discharge voucher of the Insured accepting full and final settlement
- KYC documents are compulsory

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

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.

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.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the Product Recall Insurance document. You must read the policy document to know the insurance cover fully. You can get a copy of the Product Recall Insurance from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer.

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

- 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.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us - 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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 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 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.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.