Total Recall Contamination (Brand Protection) Liability Insurance

PROSPECTUS

Total Recall Contamination (Brand Protection) Liability Insurance is designed to provide cover for recall costs, loss of gross profits and rehabilitation costs following either accidental or malicious contamination (whether actual or threatened).

The coverage under CPI policy reimburses the Insured for its Loss up to the limits of liability, caused by or resulting from any of the following Insured Events discovered and reported during the policy period.

- **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) has resulted in or would result to potential bodily injury or property damage claim.
- **Malicious Tampering:** Any actual, alleged or threatened, intentional, malicious, and wrongful alteration or contamination of the Insured's Product(s), whether or not by an employee of the Insured, so as to render it unfit or dangerous for its intended use or consumption or to create such impression to the public.
- **Product Extortion:** Any threat or connected series of threats to commit a Malicious Tampering, for the purpose of demanding Ransom Monies, communicated to the Insured.

Additional Cover:

- **Recall Costs:** Reasonable and necessary Recall Costs incurred by the Insured as a result of an Insured Event.

- **Business Interruption:** Loss of Gross Profit and Extra Expense as a result of an Insured Event.

- **Rehabilitation Expenses:** Reasonable and necessary expenses actually incurred directly by the Insured as a direct result of an Insured Event to re-establish the Insured's Product(s) to the reasonably projected level of sales or market share anticipated prior to the Insured Event.

- **Consultant and Advisor Costs:** Reasonable and necessary fees and costs of Consultant and Advisor or other independent security or public relations consultants or advisors hired to assist the Insured in responding to an Insured Event, subject to prior consent from the Insurer. These expenses will fall outside the stated limit of liability listed on the Schedule. This section has no maximum limit. The stated policy deductible will not apply to these expenses.

- **Extortion Costs:** Reasonable and necessary Extortion Costs paid in response to a demand made upon the Insured under threat to commit a Malicious Tampering.

- **Government Recall Endorsement:** Any accidental or unintentional contamination, impairment or mislabeling of an Insured Product(s), which occurs during or as a result of its production, preparation, manufacture, processing, blending, mixing, compounding, packaging, labeling or distribution that causes the Insured Product(s) to be injurious to health or unsafe for human consumption and as a result:
  a) an official recall order has been issued by the competent authorities; or
  b) a recall order by the competent authorities is imminent in order to comply with regulations on food safety.

Major Exclusions:

- Any accidental contamination or malicious tampering of a product similar of Competitor's
- Deterioration, decomposition or transformation of Chemical Structure
- Demography changes, customer tastes, Seasonal sales variations or competitive environment
- War invasion acts of foreign enemies hostilities or warlike operations
- Intentional violation of governmental regulation or usage of materials banned or declared unsafe by any governmental entity.
- Arising out of deliberate or alleged contamination, tamper or adulteration
- Cyber Liability: Separate policy is available for cyber losses
- Nuclear reaction or nuclear radiation or radioactive contamination

Limit of Liability

The limit of Indemnity under CPI policy is estimated on the basis of aggregate limit. An aggregate limit is the most an insurer will pay during the policy period.

There is a provision of increasing the aggregate limit on payment of additional premium, the aggregate limit can be increased by way of an endorsement. This can be out of increase in the business of the insured or new contractual requirement of the Insured**.**

Benefits of buying this policy

- This policy will help in protecting business from claims arising out of product contamination which can be either accidental or deliberate through malicious product tampering.
- The policy also protects businesses from considerable costs that can be incurred from recall, replacement or destruction of contaminated products.
- Loss of gross profits, rehabilitation costs, adverse publicity and governmental recall can be taken care of through this policy

Claims

The Insured must submit claims notifications in writing to:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414,

Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address.

Cancellation

The Insured can cancel the policy at any time during the 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 policyholder.
The Company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com

STATUTORY WARNING

PROHIBITION OF REBATES

(Under Section 41 of Insurance Act 1938)

(1)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 [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.