Total Recall contamination (Brand Protection) Liability Insurance

POLICY SCHEDULE

Policy Number: 4079/00000/

I. Named Insured:

Mailing Address:

II. Policy Period:

(12:0l A.M. Standard Time at address stated in Item I above)

III. Limits of Liability: INR ,000,000 any one event and in the aggregate for all Loss covered under or resulting from:

Insured Event 1.1 – Accidental Contamination: 100% of limit of liability

Insured Event 1.2 – Malicious Tampering:100 %% of limit of liability

Insured Event 1.3 – Product Extortion:100% of f limit of liability

Loss 2.4 – Consultants Cost: Included in the limit of liability

Endorsement Attached:

- Adverse Publicity 100% of the Limit of Liability
- Government Recall 100% of the Limit of Liability
- Third Party Recall Costs: 100% of the Limit of Liability
- Replacement Costs: 5% of the Limit of Liability
- Business Interruption: 20% of the Limit of Liability

IV. Deductible(s): INR each

V. Coinsurance:

Sub-Limits:

Rehabilitation Expense: 20% of limit

Recall Cost under 3.10(xi): 100% of limit

VI.

Premium:	
GST 18%	
Total Premium	

Conditions:

VII.

- No known claims or incidents for products liability and product recall
- Premium applies even if policy is cancelled or actual sales do not meet expectation

ICICI Lombard General Insurance Company Ltd.

Agent/Broker Name -
Agent/Broker License Code –
Agent/Broker Contact No -

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand or registered post, or by reputed courier to:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House, # 414, Veer Savarkar Marg [Near Siddhi Vinayak Temple]
Prabhadevi, Mumbai, India– 400 025

In witness where of, the Insurer have caused this Policy to be signed by its authorised employee at New Delhi on August 04, 2016.

Authorised Signator
For ICICI Lombard General Insurance Company Ltd.

Policy Wording

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in italics have special meaning. Refer to SECTION 3. DEFINITIONS.

This Policy is effective, when the accompanying Schedule is signed by an authorised representative of ICICI Lombard General Insurance Company Ltd.

In consideration of the premium paid and in reliance on the warranties and representations made by the *Insured* in the application for this insurance, ICICI Lombard General Insurance Company Ltd., herein called the *Company* agrees as follows:

---

1. INSURED EVENTS

The *Company* will reimburse the *Insured* for its Loss in excess of the deductible, but not exceeding the limits of liability, caused by or resulting from any of the following *Insured Events* first discovered during the policy period and reported to the *Company* during the policy period or up to thirty (30) days after expiry, provided that as of inception of this insurance the *Insured* were not aware and could not reasonably have been aware of circumstances which could produce a Loss under this insurance.

1.1 *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*):

a. has resulted in or would result in clear, identifiable, internal or external visible physical symptoms of *bodily injury*, sickness, disease or death of any person(s), within one hundred and twenty (120) days following such consumption or use, or

b. has caused or would cause physical damage to (or destruction of) tangible property.

1.2 *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.

1.3 *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.

2. LOSS

Loss under this policy includes only the following reasonable and necessary expenses or costs incurred by the *Insured* directly and solely as the result of a covered *Insured Event* and subject to the limits of each *Insured Event* as stated in the Schedule. Except as otherwise provided with respect to *Business Interruption* and *Extortion Costs*, Loss is limited to expenses or costs incurred within twelve (12) months after the *Insured Event* first became known to the *Insured*. In no event will any amounts claimed and paid under one *Insured Event* be recoverable under another *Insured Event*.

2.1 BUSINESS INTERRUPTION

Loss of Gross Profit and *Extra Expense* as a result of an *Insured Event*.

2.2 RECALL COSTS

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

2.3 REHABILITATION EXPENSE

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*.

The *Sub-limit* of liability for all such Rehabilitation Expense will be the amount stated in Item 6 of the Schedule. This does not increase the Limit of Liability as stated in the Schedule nor impose any additional Deductible on the *Insured.*

2.4 CONSULTANT AND ADVISOR COSTS

Reasonable and necessary fees and costs of Consultant and Advisor (*to be advised and agreed*) or other independent security or public relations consultants or advisors hired to assist the *Insured* in responding to an *Insured Event*, provided that the *Company* has given its prior consent to the use of such independent companies. 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.

2.5 EXTORTION COSTS

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

3. DEFINITIONS

3.1 *Bodily injury* means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. *Bodily injury* does not include emotional distress or mental anguish unless due to physical injury, sickness or disease.

3.2 *EXTORTION COSTS*

(i) *Ransom Monies* paid by the *Insured* as a direct result of a *Product Extortion* discovered during the Policy Period.

(ii) In transit / delivery loss due to the destruction, disappearance, confiscation or wrongful appropriation of *Ransom Monies* while being handled or conveyed by anyone who is authorised by the *Insured* to have custody thereof; provided, however, that the *Product Extortion* which gave rise to the delivery is insured hereunder.

(iii) Extortion expenses, which include any reasonable and necessary expenses incurred and paid by the Insured solely as a direct result of a *Product Extortion* provided that such *Product Extortion* is insured hereunder, including but not limited to:

a. the amount paid by the *Insured* as a *Reward* to an *Informant* for information relevant to an *Insured Event*;

(b) interest costs for a loan from a financial institution made to the *Insured* for the purpose of paying *Ransom Monies*;

(c) reasonable costs of travel and accommodations incurred by or on behalf of the *Insured* while attempting to negotiate a *Product Extortion*;

(d) reasonable and necessary medical services and hospitalisation costs incurred by any person(s) directly involved in the handling or negotiating of a *Product Extortion* and/or the handling of *Ransom Monies*, and paid by the *Insured* as the direct result of a *Product Extortion* within thirty six (36) months following the last credible extortion threat discovered during the policy period, including but not limited to any costs for treatment by a neurologist or psychiatrist, costs for cosmetic surgery, and expense of confinement for such treatment;

(e) reasonable and necessary fees and expenses of independent forensic analysts engaged by the *Insured*;

(f) reasonable and necessary fees and expenses of a qualified interpreter assisting the *Insured* in connection with a *Product Extortion*;

(g) increased costs of security due to a *Product Extortion* including but not limited to hiring of security guards, hiring of armoured vehicles, and overtime pay to existing security staff for a period of up to 90 days, provided however that Clayton Consulting or other specialist consultant has specifically recommended such security measures.

3.3 *EXTRA EXPENSE* means the excess of the total cost of conducting business activities during the period of time necessary to clean or repair the location (owned or operated by the *Insured*) where the incident occurred for the sole purpose of reducing the Loss. This policy only covers

those extra expenses which are over and above the cost of such activities during the same period of time had no incident occurred. This may include but is not limited to the following:

(i) The *Extra Expense* necessary to clean the machinery or location involved in the contamination or handling of the contaminated product in order to recreate an environment in which safe products can be manufactured or handled.

(ii) The *Extra Expense* that may be required to maintain the salaries of the workforce to the extent required by statute or union or other work contract for a maximum period of 6 months. The cost to maintain a minimum work force at a minimal percentage of salary in order to be able to open the plant without delay as soon as possible after a shutdown imposed by the HSE or other national or local governmental organisation or body.

(iii) The increased cost of subcontracting some or all of the manufacturing process to a contract manufacturer for a period of time necessary to restore the *Insured's* facilities to a state in which products can be manufactured or handled safely.

3.4 INFORMANT means any person, other than an *Insured* person(s), providing information not otherwise obtainable, in return for a *Reward* offered by the *Insured*.

3.5 INSURED means the sole proprietorship, partnership, or corporation stated in Item 1 of the Schedule.

3.6 INSURED PRODUCT (S) means:

(i) <u>All topical and ingestible products for human consumption</u>, or any of their ingredients or components, that have been reported to the *Company* on the application on file with the *Company* for the effective dates of this policy or by addendum to such application and that are:

a. in production; or
b. have been manufactured, handled or distributed by the *Insured*; or
c. manufactured by any contract manufacturer for the *Insured*; or
d. are being prepared for or are available for sale.

(ii) Any new product(s) outside the existing product line(s) provided that:

a. written notice is given to the *Company* no less than ninety (90) days prior to its introduction for sale; and
b. the *Insured* did not know nor could reasonably have been expected to know as of the date of the written notice to the *Company* that an Insured Event affecting the new product(s) had occurred; and
c. The *Company* has given written acceptance of such new product(s). Such acceptance will not be unreasonably withheld and will be given or refused within thirty (30) days of receipt of written notice. At the option of the

Company, such acceptance by the *Company* may be accompanied by changes in one or more of the terms, conditions or premium of the policy.

3.7 *LOSS OF GROSS PROFIT* shall be the actual loss sustained from the reduction in *Turnover* being the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the twelve (12) months beginning after the decrease in sales attributable to and caused directly by the *Insured Event* shall, in consequence of the *Insured Event*, fall short of the *Standard Turnover* LESS any sum saved during the twelve (12) months beginning after the decrease in sales in respect of such of the charges and expenses payable out of *Gross Profit* as may cease or be reduced in consequence of the *Insured Event*.

If during such twelve (12) month period the *Loss of Gross Profit* of the *Insured Product(s)* is offset by increased sales of another *Insured Product(s*) within the same product line as the affected product(s) claimed in the loss as a result of an *Insured Event* such offset will be considered to reduce the actual loss sustained.

GROSS PROFIT shall be 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 the *Uninsured Working Expenses*.

NOTE: The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

RATE OF GROSS PROFIT: The rate of *Gross Profit* earned on the *Turnover* during the financial year immediately before the date of the *Insured Event*

STANDARD TURNOVER: The *Turnover* during that period in the twelve (12) months immediately before the date of the *Insured Event* which corresponds with the Indemnity Period

to which such adjustment shall be made as may be necessary to provide for the trend of the *Insured* and for variations in or special circumstances affecting the *Insured* either before of after the *Insured Event* or which would have affected the *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 relative period after the *Insured Event*.

UNINSURED WORKING EXPENSES shall be:
Purchases of Raw Materials, Finished Goods Net of Discounts
Tolling and Sub-contracting Costs
Operating Supplies
Variable Selling Expenses and Discounts Allowed
Bad debts
Variable Utility Costs
Variable Transportation Expenses
Packaging Costs

NOTE: The words and expressions used in this Definition shall have the meanings usually attached to them in the Books and Accounts of the *Insured***.**

3.8 TURNOVER shall be the money paid or payable to the *Insured* for *Insured Product(s)*

3.9 RANSOM MONIES means any monies, which the *Insured* has paid or lost in transit under circumstances described in *Insured Event* 1.3. The term monies – as used herein – includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

3.10 RECALL COSTS means any reasonable and necessary costs incurred by the *Insured* to inspect, withdraw, destroy or replace such affected *Insured Product(s). Recall Costs* also include but are not limited to:

(i) The cost of newspaper, magazine or any printed advertising, radio and television announcements or commercials, as well as the cost of correspondence, necessary to effect the recall.

(ii) Essential transportation and accommodation costs directly attributable to the recall.

(iii) The cost of hiring additional person(s), other than regular employees of the *Insured*, devoted exclusively to effect the recall of the *Insured Product(s).*

(iv) Overtime paid to regular employees of the *Insured* for work devoted exclusively to the recall.

(v) The necessary out-of-pocket expenses of personnel under paragraphs (iii) and (iv) above, including transportation, incurred exclusively for the purpose of such recall.

(vi) Expense of renting or hiring additional warehouse or storage space for the recall for a maximum period of twelve (12) months.

(vii) Expense incurred in properly disposing of the unused packaging and point of purchase marketing material of recalled product if it cannot be used or reused.

(viii) Inspection costs including the costs of chemical analysis or other such efforts to identify the cause(s) or potential effect of contamination.

(ix) The actual cost of redistributing any recalled or restored product(s).

(x) Retail slotting fees and cancellation fees for any advertising and/or promotion programs, which were scheduled but were unable to be executed solely because of an *Insured Event.*

(xi) In the event that the *Insured Product(s)* become an ingredient or component part in a product manufactured, distributed or handled by a customer of the *Insured*, coverage shall apply to *Recall Costs* (i) to (ix) enumerated above for such products only if the *Insured* becomes obligated to reimburse the customer for such recall costs. The amount the *Company* will pay the *Insured* for a customer's expenses as described above will not exceed the expenses the *Insured* would have incurred in recalling the aforementioned customer's products. Coverage under this section (xi.) is subject to the *Sub-limit* stated in Item 6 of the Schedule.

(xii) The cost of restoring the *Insured Product(s)* to merchantable quality or replacing any recalled *Insured Product(s)* that have been destroyed, are unsellable or are unfit for its original use, with product(s) of similar value.

3.11 *REWARD* means monies offered for information in an effort to mitigate the *Loss*.

3.12 *SUB-LIMIT* means the maximum amount the *Insured* can collect under a specified section of the Policy.

4. LIMITS OF LIABILITY

4.1 The Limits of Liability shown in the Schedule and the provisions of this section fix the most, the *Company* shall pay regardless of the number of:

4.1.1 *Insureds*;

4.1.2 Claims made or suits brought; or

4.1.3 Persons or organizations making claims or bringing suits.

4.2 Accidental Contamination

4.2.1 The Accidental Contamination Aggregate Limit is the most the *Company* shall pay for all *loss* covered under Accidental Contamination.

4.2.2 Subject to 4.21. above, the Accidental Contamination Limit is the most the *Company* shall pay for *loss* resulting from any one Accidental Contamination.

4.3 Malicious Tampering

4.3.1 The Malicious Tampering Aggregate Limit stated in the Schedule is the most the *Company* shall pay for all *loss* covered under Malicious Tampering.

4.3.2 Subject to 4.3.1. above, the Malicious Tampering Limit stated in the Schedule is the most the *Company* shall pay for *loss* resulting from any one Malicious Tampering.

4.4 Product Extortion

4.4.1 The Product Extortion Aggregate Limit stated in the Schedule is the most the *Company* shall pay for all *loss* covered under Product Extortion.

4.4.2 Subject to 4.4.1. above, the Product Extortion Limit stated in the Schedule is the most the *Company* shall pay for *loss* resulting from any one Product Extortion.

4.5 The sublimit of liability for *Rehabilitation expenses* is the amount stated in the Schedule. This sublimit shall not increase the Limit of Liability as stated in the Schedule nor impose any additional Deductible on the *Insured*.

4.6 The sublimit of liability for *recall costs* is the amount stated in the Schedule. The amount the *Company* shall pay to the *Insured* for *recall costs* shall not exceed the expenses the *Insured* would have incurred in recalling the customer's products. This sublimit shall not increase the Limit of Liability as stated in the Schedule nor impose any additional Deductible on the *Insured*.

4.7 All *loss* resulting from an Insured Event and arising from the same, continuous, related, or repeated conditions or incidents shall be treated as arising out of one Insured Event.

5. EXCLUSIONS

The Policy does not apply to any loss arising out of, based upon, attributable to or involving, directly or indirectly:

5.1 Any *Accidental Contamination* or *Malicious Tampering* of a product of a competitor similar to an *Insured Product(s).*

5.2 Deterioration, decomposition, or transformation of the chemical structure of the *Insured Product(s)* unless such deterioration, decomposition, or transformation is a result of an *Accidental Contamination*. This exclusion applies to *Insured Event 1.1 Accidental Contamination* only.

5.3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment.

5.4 Any illegal act of any of the *Insured's* directors, officers or trustees.

5.5 Any injury, damage, or claim made by a third party arising out of or in connection with the use or consumption of the *Insured Product(s).* This includes any defence costs related to a third party lawsuit.

5.6 Intentional violation by the *Insured* of any governmental regulation in connection with the manufacture, sale, or distribution of any *Insured Product(s)* or from the use of materials or substances in the manufacturing process which have been banned or declared unsafe by any governmental entity.

5.7 Nuclear reaction or nuclear radiation or radioactive contamination (except a radioactive tampering specifically aimed at the *Insured Product(s*)), all whether controlled or uncontrolled, or resulting from any act or condition incident to any of the foregoing, whether such *Loss* be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by an *Insured Event* or otherwise.

5.8 Any proximate or remote consequence, whether direct or indirect, of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

5.9 Costs or expenses of any litigation or any proceedings before any governmental body as a result of an *Insured Event* or otherwise.

5.10 Failure by any party other than the *Insured* to adhere to procedures prescribed by the *Insured* regarding the storage, consumption, or use of an *Insured Product(s).* This exclusion only applies to *Insured Event 1.1 - Accidental Contamination.*

5.11 Any *Accidental Contamination* arising out of:

1. Bioengineering, genetic engineering or genetic modification of any *Insured Product(s)*; or
2. Hormone treatment of any *Insured Product(s)*; or
3. Irradiation of any *Insured Product(s)*; or
4. Transmissible Spongiform Encephalopathies (TSE)

5.12 Any *Accidental Contamination* arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.

5.13 Any *Accidental Contamination* that occurs after the *Insured* has knowledge of a defect or deviation in the production, preparation or manufacture of *Insured Product(s),* or

circumstance(s), which have or are reasonably likely to result in such deviation or defect, and fails to take reasonable corrective action.

5.14 Any *Loss* arising out of a change in governmental regulations or public perceptions with respect to the safety of any *Insured Product(s)* or intended ingredients. This exclusion applies to *Accidental Contamination* only.

5.15 Notwithstanding any provision in this Policy, this Policy does not insure against:

i. *Loss* to land (including land on which property is located), water, growing crops or lawns, or;
ii. Crop failure due to weather, pest or other cause.

5.16 Costs associated with the expense to design or redesign, engineer or re-engineer any product.

5.17 An event, series of events or circumstance(s) of which an employee, officer or director of the *Insured* had actual or constructive knowledge prior to the policy inception date.

5.18 The Policy does not apply to any loss arising out of, based upon, attributable to or involving an actual or alleged act of "terrorism".

"Terrorism" means an act of actual, alleged or threatened, intentional, malicious and wrongful alteration or contamination of any product(s), not limited to *Insured Product(s)*, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organisation, government, power, authority or military force, when the effect is to intimidate, coerce, or harm a government, civilian population or any segment thereof, or to disrupt any segment of the economy.

“Terrorism” shall also include any act, which is verified or recognised by the United States Government as an act of "terrorism".

This exclusion shall not apply when the Insured or an Insured Product is the direct target of the person or group described.

6. GENERAL CONDITIONS

6.1 ACTION AGAINST THE *COMPANY*: No suit, action, or proceedings for recovery of any claim under this policy will be sustainable in any court of law, equity, or other tribunal unless all the requirements of this policy are complied with and the same be commenced within twenty four (24) months after a final statement of loss has been submitted to the *Company* by the *Insured*.

6.2 ADDITIONAL EXPOSURES: The *Insured* will give the *Company* written notice within ninety (90) days of any additional exposure arising from:

(i) consolidation or merger with, or

(ii) acquisition of the majority stock ownership of, or

(iii) acquisition of the assets of any other entity whose revenues are in excess of 10% of the gross revenue of the *Insured* as of the date of consolidation, merger or acquisition.

The *Company* may elect to accept or reject such additional exposure. If the additional exposure is rejected, it will remain covered only until the *Insured* is notified in writing of the rejection. If the *Company* accepts the additional exposure, the *Insured* will pay the *Company* additional

premium as may be required, computed from the date of consolidation, merger or acquisition to the end of the current period unless otherwise specifically requested.

No claim arising out of the additional exposure will be covered unless the *Insured*, at the time it gave notice thereof to the *Company*, did not know nor could reasonably have been expected to know of the *Insured Event* giving rise to the claim.

6.3 ARBITRATION : The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
(*Applicable to commercial entities only)*

6.4 ASSISTANCE AND CO-OPERATION: The *Insured* will cooperate with the *Company* in all matters relating to this Insurance. This may include, but is not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration, or other proceedings.

6.5 DUTIES OF THE INSURED: By acceptance of this policy, the *Insured* listed on the Schedule shall act on behalf of all other *Insureds* with respect to the giving and receiving of any return premiums that may become due under this policy, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this policy; and all other *Insureds* agree that the *Insured* listed on the Schedule will act on their behalf.

6.6 AUTHORISATION CLAUSE: By acceptance of this policy, the first *Insured* listed on the Schedule agrees to act on behalf of all other *Insureds* with respect to the giving and receiving of any return premiums that may become due under this policy, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this policy; and all other *Insureds* agree that the first *Insured* listed on the Schedule will act on their behalf.

6.7 CALCULATION OF THE AMOUNT PAYABLE UNDER A SUB-LIMIT: Any amount payable for *Loss* under the *Sub-limit* pertaining to Section VI of the Schedule of this policy will be calculated as follows:

First the apportioned deductible as stated in Section IV of the Schedule will be subtracted from the applicable section of loss. Second, the applicable coinsurance will be applied to the balance. The amount payable thereafter will be the lesser of either the *Sub-limit* or the product of the coinsurance and the balance. No amount of loss will be paid in excess of the *Sub-limit*.

6.8 CANCELLATION: This policy may be cancelled by the *Insured* by the surrender of this policy to the *Company* or by giving ten (10) days advance written notice to the *Company*, stating when thereafter such cancellation will be effective. This policy may be cancelled by the *Company* by delivering to the *Insured* or by mailing to the *Insured* by registered or certified mail, at the *Insured's* address stated in Item 1 of the Schedule, written notice stating when, not less than one hundred and twenty (120) days thereafter, the cancellation will be effective, except in the case of cancellation for non-payment of premium by the *Insured*, in which case the *Company* will provide at least ten (10) days written notice. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice.

If this policy is cancelled by the *Insured*, the *Company* will retain (90%) of the pro-rata premium hereon. If this policy is cancelled by the *Company*, the *Company* will retain the pro-rata portion of the premium hereon. Payment or tender of any unearned premium by the *Company* will not be a condition precedent to the effectiveness of cancellation, but such payment will be made a soon as practicable.

6.9 CHANGES: Notice to any representative of the *Company* or knowledge possessed by any representative or by any person will not effect a waiver or a change in any part of the policy or stop the *Company* from asserting any right under the terms of this policy, nor can the terms of this policy be waived or changed unless agreed to in writing by an authorised representative of the *Company.*

6.10 CHOICE OF LAW AND FORUM: The construction, validity and performance of this policy will be governed by the laws of India. The *Insured* and the *Company* agree that all claims and disputes will be brought for adjudication in the Courts of India.

6.11 COINSURANCE: The *Insured* will bear the Coinsurance amount stated in Item 5 of the Schedule of each covered *Loss* in excess of and in addition to the deductible under *Insured Event 1.1, Accidental Contamination*. The Coinsurance amount will be calculated by multiplying the covered *Loss* in excess of the deductible by the Coinsurance amount. The *Company* will pay covered *Loss* in excess of the deductible subject to the Limit of Liability stated in Item 3 of the Schedule after deduction of the Coinsurance amount from the covered *Loss*.

6.12 CONCEALMENT, MISREPRESENTATION, NON-DISCLOSURE, OR FRAUD: Without prejudice to the *Company's* other rights, however arising, this policy is null and void in case of concealment, misrepresentation, non-disclosure, or fraud by any *Insured* of a material fact concerning:

this insurance or the procurement thereof; or
the *Insured Product(s),* or the *Insured's* interest in the *Insured Product(s*); or any *Insured Event*, or any *Loss* or claim under this policy.

6.13 CONFIDENTIALITY: The *Insured* will use all reasonable efforts not to disclose the existence of this policy unless required by law to do so.

6.14 DEDUCTIBLE (S): The deductible (s) stated in Item 4 of the Schedule will apply separately to each and every *Loss*. The deductible(s) is to be borne by the *Insured* and remain uninsured. A portion of the deductible will apply to the section of *Loss* limited by a *Sub-limit* calculated as follows:

The portion of the Deductible applicable to the sub-limited section will be calculated by dividing the *Loss* attributable to a sub-limited section by the total amount of the *Loss*, under section 1.1,1.2 and 1.3 of

the policy, multiplied by the Deductible.

6.15 DUE DILIGENCE: The *Insured* will exercise due diligence to do all things reasonable and practical to avoid any happening or circumstances covered by this policy and to make all reasonable efforts to mitigate any *Loss* arising as a result of an *Insured Event.*

6.16 EXAMINATION UNDER OATH: The *Insured*, as often as may be reasonably be required, shall exhibit to any person designated by the *Company* all affected *Insured Product(s)* whether salvageable or otherwise, and shall submit to examinations under oath by any person named by the *Company*, and subscribe the same; and, as often as may reasonably be required, shall produce for examination all books of account, vouchers, bills, invoices, schedules, accounting information, and any documentation relating to the *Insured's* calculation of its *Loss*, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the *Company* or its representative, and shall permit extracts and copies thereof to be made.

6.17 EXCESS INSURANCE: The *Insured* may purchase other insurance over the Limit of Liability set forth in this policy without prejudice to this policy, provided that the *Company* is notified in writing of the details of such other excess insurance at the time such other insurance is acquired. The existence of such other insurance, if any, will not reduce the *Company's* liability under this policy.

6.18 INSPECTION AND AUDIT: The *Company* may examine and audit the *Insured's* business documents relating to the subject matter of this insurance until three (3) years after this policy has expired or has been cancelled. Any premium due for exposures, which exist, but were not reported, will be determined through audit by the *Company*.

6.19 NON-ACCUMULATION OF LIABILITY: Regardless of the number of years this policy may continue in force, and of the number of premiums which may be payable or paid, or of any other circumstances whatsoever, the aggregate liability of the *Company* under this policy with respect to any *Insured Event(s)* will not be cumulative from year to year or period to period. When there is more than one *Insured*, the aggregate Limit of Liability of the *Company* for *Loss (es)* sustained by any or all of them will not exceed the amount for which the *Company* would be liable if all *Loss (es)* were sustained by any one of them.

6.20 NON-ASSIGNMENT: This policy may not be assigned or transferred without the written consent of the *Company*.

6.21 NOTICE OF LOSS: The *Insured* will make every reasonable effort to:

(i) determine whether an *Insured Event* has actually occurred; and
(ii) give immediate written notice to the *Company* with periodic and timely updates concurrent with activity occurring during the incident; and
(iii) if it appears to be in the best interest of the *Insured* or to be required by law, notify law enforcement authorities or any other governmental agencies having jurisdiction over the matter.

6.22 NOTICES: Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this policy will be in writing and will be given to or made upon either party at its address shown in the Schedule.

6.23 OTHER INSURANCE: The *Insured* may purchase other insurance written on the same terms and conditions, as this policy provided the Deductible and Coinsurance as described in Sections IV and V of the Schedule herein remain uninsured. The insurance will co-insure all losses where coverage is also provided by such Kidnap and Ransom/Extortion policy.

If the *insured* has insurance provided by other companies against a *loss* covered by this policy, the *Company* shall not be liable under this policy for a greater proportion of such *loss* and claims expenses than the applicable limit of liability stated in the Schedule bears to the total applicable limit of liability of all valid collectable insurance against such *loss*.

6.24 SALVAGE: Any salvage or other recovery, after expenses, incurred in salvage or recovery, are deducted, will accrue entirely to the benefit of the *Company* until the sum paid by the

Company has been recovered. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the *Insured*, the salvage value of such damaged property will be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics, the costs of which will be borne by the *Insured.*

The goodwill and public image of the *Insured* will be considered in determining whether any *Insured Product (s)* should be involved in salvage recovery. The *Company's* right to salvage will not be unreasonably restricted by the *Insured*. The *Insured* will have full right to the possession of all goods involved in any *Loss* under this policy and will retain control of all damaged goods. There can be no abandonment of any property to the *Company.*

6.25 SEVERABILITY, CONSTRUCTION AND CONFORMANCE TO STATUTE:

If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is deemed to be severed and to have no effect on any other valid legal, and enforceable provision of this policy.

If any provision contained in this policy can be construed as being invalid, illegal or unenforceable for any reason, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent compatible with applicable law.

Any provisions of this policy, which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

6.26 STATEMENT OF LOSS:

(i) INITIAL STATEMENT OF LOSS: The *Insured* will submit to the *Company* no later than 90 days from the date the *Insured* becomes aware of the event, an initial statement of loss, stating the full particulars of the *Loss* and its initial calculations and / or projections of the elements and composition of the *Loss*.

(ii) FINAL STATEMENT OF LOSS: Whether or not any partial payments have been made, a final statement of loss with respect to all items of *Loss* other than *Loss of Gross Profit* must be submitted to the *Company* in writing no earlier than twelve (12) months and no later than twenty four (24) months after an *Insured Event* first becomes known to the *Insured*. A final statement of loss with respect to *Loss of Gross Profit* must be submitted no later than (24)months after the beginning of a reduction in sales of the *Insured Product*(s) caused by an *Insured Event.*

6.27 TERRITORY: This Policy applies to an *Insured Event* anywhere in the world unless specifically limited by the *Company* through endorsement or where prohibited by U.S. Law.

6.28 VALUATION CLAUSE: In determining the amount of *Gross Profit*, *Extra Expense* and other insured loss, due consideration will be given to the experience of the business before the *Insured Event* and the probable experience thereafter, had the *Insured Event* not occurred. The probable level of sales and experience of the business had the *Loss* not occurred must be demonstrated with reasonable certainty by the *Insured.*

6.29 SUBROGATION: In the event of any payment under the policy, the *Company* will be subrogated to the extent of such payment to all the *Insured's* rights of recovery, including but not limited to any rights of recovery that the *Insured* may have against any third party that supplies ingredients or other products to the *Insured*. Such rights will not be compromised or settled in any way without the *Company's* prior written approval. In such case the *Insured* will execute all documents required and will do everything necessary to

secure and preserve such rights including the executions of such documents necessary to enable the *Company* effectively to bring suit in the name of the *Insured.*

6.30 TITLES OF PARAGRAPHS: Titles of paragraphs are inserted solely for the convenience of reference and will not limit, expand, or otherwise affect the provisions to which they relate.

6.31 CUSTOMER SERVICE: If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Insurer at the address specified, during normal business hours.

6.32 NOTICES

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand or registered post, or courier.

In case of the Insured, at the address specified in Part I of the Schedule.

In case of the Insurer:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House
414, Veer Savarkar Marg [Near Siddhi Vinayak Temple], Old Tata Press Lane
Prabhadevi, Mumbai, India– 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

6.33 SANCTION CLAUSE

Notwithstanding anything in the within written policy contained to the contrary, it is hereby declared and agreed that it is hereby declared and agreed that the Insurer shall not and shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

6.34 Claim Clause/Settlement of Claim

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.
2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.
3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim
4) Documents: submit documents to the assigned CSM/Surveyor.
List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal

/external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc.

4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the
   quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable *(Applicable to Retail policyholder).*

6.35 Grievances clause:

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.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman 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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19	Karnataka

	Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338	Kerala, Lakshadweep, Mahe-a part of Puducherry.

	Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman 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@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, 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.
14	MUMBAI	Goa,

	Insurance Ombudsman 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: bimalokpal.mumbai@cioins.co.in	Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman 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: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman 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: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.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.

The updated details of Insurance Ombudsman are available on **IRDAI** website: www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, **Insurer's** website www.icicilombard.com or from any of the **Insurer's**