



WITH YOU ALWAYS

COMPREHENSIVE PRODUCT LIABILITY & RECALL INSURANCE

UIN: IRDAN108CP0001V01201920

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

Throughout this Policy, the word **Insured** shall refer to the Named **Insured** specified in the Policy Schedule, and any other person or organization covered as a Named **Insured** under this Policy. The word **Insurer** refers to TATA AIG General Insurance Company as the company providing this insurance. The word **Business** shall refer to the business activities as specified against **Insured's Business** in the Policy Schedule.

The terms appearing in **Bold** shall have the meaning set out against them in the DEFINITIONS Section or as otherwise defined in the Policy, wherever they appear in the Policy.

This is a "Claims Made" insurance policy, which means the Policy will only apply to and cover claims first made against or incurred by the **Insured** during the **Period of Insurance** in respect of **Products and/or Works** supplied on or after the **Retroactive Date** specified in the Policy Schedule, or if no **Retroactive Date** is specified in the Policy Schedule, then the inception date of the **Period of Insurance** of this Policy as specified in the Policy Schedule attached hereto.

This Policy, the Policy Schedule (including any amendments as may be made from time to time) and any Endorsements (including any additional clauses, additional conditions, additional warranties and additional exclusions) annexed thereto shall be considered one document, and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The **Insured** and the **Insurer** agree that:

- the **Proposal** and any information, documentation or details supplied by the **Insured** shall be deemed to be incorporated in and form the basis of this contract of insurance;
- the **Insured** has paid the Premium specified in full and the same has been received by the **Insurer**;
- the **Insurer** will provide the insurance as stated in respect of the Operative Clauses and Endorsements specified to be covered in the Policy Schedule, subject to the applicable terms and conditions of the Policy;
- the Business of the **Insured** shall not include any other line or form of business than that specified and described in the Policy Schedule for the purposes of this insurance;

The following shall be conditions precedent to any liability of the **Insurer** under this Policy:

- (a) Observance of the terms and conditions of this Policy relating to anything to be done or complied with by the **Insured**;
- (b) The truth, accuracy and completeness of the **Proposal**.

OPERATIVE CLAUSE

This insurance shall apply only in respect of those Operative Clauses for which a **Limit of Indemnity** is specified in the Policy Schedule.

The **Insurer** will indemnify the **Insured** against their actual legal liability, whether by way of claims made against them or by way of loss or expense incurred by them, as specified below under Operative Clause 1 (Product Liability), Operative Clause 2 (Product Guarantee), Operative Clause 3 (Financial Loss), and/or any loss or expense incurred as specified under Operative Clause 4 (Products Recall).

(Operative Clause 1) PRODUCT LIABILITY

The **Insured** will be indemnified under this Operative Clause, subject to the **Limits of Indemnity** specified against this Operative Clause in the Policy Schedule, from any **Damages** arising as a result of:

- (a) accidental bodily injury (including death, illness or disease to any person),
- (b) accidental loss of or damage to material property,

which is caused by or arises from any defective, harmful or incorrect **Product or Works** (or any part thereof) in the normal course of the **Insured's Business** as described in the Policy Schedule;

(Operative Clause 2) PRODUCT GUARANTEE

The **Insured** is indemnified under this Operative Clause, subject to the **Limits of Indemnity** specified against this Operative Clause in the Policy Schedule, for the actual costs necessarily incurred towards the removal, recovery, repair, alteration, treatment, or replacement of any **Product or Works** (or any part thereof) which fails to perform the function for which it was designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed by or on behalf of the **Insured** in the normal course of the **Insured's Business** as described in the Policy Schedule. The **Insured** is indemnified under this Operative Clause only when it is necessary to remove, recover, repair, alter, treat, or replace such **Product or Works** (or any part thereof) because its usage or consumption (or continued use or consumption) may cause the **Insured** to incur legal liability which would otherwise be covered under Operative Clause 1 of this Policy.

Provided always that the **Insurer** shall not be liable for payment of any of the foregoing costs which are incurred more than 5 years after the **Products** have left the care, control or custody of the **Insured**.

(Operative Clause 3) FINANCIAL LOSS

The **Insured** is indemnified under this Operative Clause, subject to the **Limits of Indemnity** specified against this Operative Clause in the Policy Schedule, for any direct monetary loss which is incurred by its customers or third parties as a result of any **Product or Works** (or any part thereof) failing to perform the function for which it was manufactured, designed, sold, supplied, installed, despatched or delivered by or on behalf of the **Insured** in the normal course of the **Insured's Business** as described in the Policy Schedule, provided that such financial loss does not arise from:

- (a) accidental bodily injury (including death, illness or disease) to any person, and/or
- (b) accidental loss of or damage to material property.

(Operative Clause 4) PRODUCT RECALL

(a) The **Insured** is indemnified under this Operative Clause, subject to the **Limits of Indemnity** specified against this Operative Clause in the Policy Schedule, for any **Recall Expenses** necessarily incurred for the recall of **Products** by or on behalf of the **Insured**, as a result of a decision taken by the **Insured**, with the prior written consent of the **Insurer** (which will not be unreasonably withheld), that it is necessary to recall any such **Products** because their use has caused and/or may cause the **Insured** to incur legal liability arising from accidental bodily injury (including death, illness or disease to any person) and/or accidental loss of or damage to material property, all in the normal course of the **Insured's Business** as described in the Policy Schedule.

(b) The **Insured** is also indemnified under this Operative Clause, subject to the **Limits of Indemnity** specified against this Operative Clause in the Policy Schedule, for any **Recall Expenses** that have been reasonably incurred by a customer of the **Insured** in the event that the **Insured's Product** becomes a part of a product manufactured and/or sold by such customer and the **Insured** is legally obligated to reimburse such customer. It is established that it is necessary to recall any such products because their usage has caused and/or may cause to incur legal liability arising from accidental bodily injury (including death, illness or disease to any person) and/or accidental loss of or damage to material property.

INDEMNITY TO OTHERS

The indemnity granted to the **Insured** under this Policy extends to:

- 1) Directors and officers of the **Insured** in their business capacity arising out of the performance of their Business;
- 2) the personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

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Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the **Insured**. Any notice given in writing by the **Insurer** to the first named **Insured** in the Policy Schedule shall be deemed to be notice given to each of the parties under this clause.

DEFENCE COSTS

Within the **Limits of Indemnity** available for Operative Clause 1 (Product Liability) the **Insurer** will also pay the reasonable **Defence Costs** incurred with its prior written consent towards any investigation, defence or negotiation necessary for the settlement of any claim notified within the terms of the Policy, subject to the exhaustion of the Deductible applicable for Operative Clause 1 (Product Liability) as specified in the Policy Schedule hereto.

Provided always that all General Conditions of this Policy shall apply notwithstanding the foregoing.

LIMITATIONS (PERIOD OF INSURANCE AND INDEMNITY LIMITS)

- (1) The Policy shall only apply to claims made against or loss or expense incurred by the **Insured** and notified by the **Insured** in accordance with the terms of General Condition 1 during the **Period of Insurance** hereto except that any subsequent claim, loss or expense arising out of the same circumstances notified by the **Insured** in accordance with the terms of General Condition 1 shall be treated as if made against or incurred by the **Insured** and properly notified during such **Period of Insurance**.
- (2) The maximum liability of the **Insurer**, with respect to each Operative Clause in the Policy shall not exceed respectively the **Limits of Indemnity** specified in the Policy Schedule hereto against each Operative Clause hereto.
- (3) The **Limit of Indemnity** applies to all **Damages** and costs and expenses, including those incurred by the **Insured** and the **Insurer** both.
- (4) The **Limit of Indemnity** shall not be reduced by the amount of any **Deductible** specified in the Policy Schedule.
- (5) If the total claim payment under any and all Operative Clauses for claims made against the **Insured** under this Policy, exceeds or is in aggregate likely to exceed the Aggregate **Limits of Indemnity** available to the **Insured** under the Policy as specified in the Policy Schedule, the **Insurer** shall be liable to pay only such proportion of the said costs, charges and expenses as the Aggregate **Limits of Indemnity** stated above bears to the total amount of such claim payment.

EXCLUSIONS

SPECIAL EXCLUSIONS FOR Operative Clause 4 (PRODUCT RECALL)

This insurance by Operative Clause 4 (Product Recall) excludes **Recall Expenses** arising from the recall of **Products**:

1. which the **Insured** is directed or obligated to recall by any direction or notification by a government or public authority and which the **Insured** would not have otherwise made but for the intervention of the said government or public authority;
2. which have not been distributed or delivered by the **Insured** and which remain in the care, custody and control of the **Insured** or its parent or subsidiary or step down subsidiary or associated companies;
3. solely as a result of such **Products** having been mis-delivered or misdirected by or on behalf of the **Insured**;
4. where recall is brought about solely due to exposure to weather or due to external loss or damage or gradual deterioration, however this exclusion shall not apply where a defect in the **Product** supplied is exacerbated by exposure to weather or the passage of time;

GENERAL EXCLUSIONS

- (1) The indemnity provided under each Operative Clause shall not respond to any loss or claim covered by or under any other Operative Clause, irrespective of whether such Operative Clause is opted for by the **Insured** and available or not.
- (2) The coverage provided under Operative Clause 1 (Product Liability) shall not respond in respect of any damage to any Product (or part thereof) or Works, which is caused by any fault or defect in the **Product** or **Works** itself or in any part thereof.
- (3) Save as expressly stated to the contrary, the **Insurer** is not liable for and no indemnity is available under this Policy for any claims, incidents or occurrences arising out of or howsoever connected to the following:
 - I. bodily injury or damage to material property caused by any **Product** or **Works** which at the time of the occurrence of such bodily injury or property damage has not passed from the physical possession, care, custody or control of the **Insured**;
 - II. claims or liability for claims arising in connection with **Products** prior to their unqualified acceptance by the **Insured's** immediate customer, where such acceptance shall be deemed to mean:
 - (a) in the case of contracts for the supply only of **Products**, the acceptance of delivery by or on behalf of the **Insured's** customer (provided that where the delivery to the **Insured's** customer is in stages and is recognised as such by the issue of delivery notes or the like acceptance of each stage so recognised, the acceptance shall be deemed to have taken place);
 - (b) in the case of any contract which requires erection, construction or installation of **Products** by or on behalf of the **Insured** at the customer's premises or site, the practical completion of such erection construction or installation to the satisfaction of the customer
provided always that where a contract between the **Insured** and their customer provides for a period of testing and/or commissioning, such acceptance shall not be deemed to have occurred until completion of such testing and/or commissioning to the satisfaction of the customer;
 - III. any costs and expenses of recall by the **Insured** of **Products** or **Works** (or parts thereof) unless specifically opted for and covered under Operative Clause 4;
 - IV. any bodily injury (including death, illness or disease) to any person arising out of and in the course of his/her employment by the **Insured** under a contract of service or apprenticeship;
 - V. any liability assumed by the **Insured** or any penalty clause in any contract agreed and entered into by the **Insured**, which would not have attached in the absence of such contract or agreement, any liquidated **Damages**;
 - VI. any loss or claim arising out of:
 - (a) any facts or circumstances of which the **Insured** was aware before the commencement of the **Period of Insurance**.
 - (b) any loss or claim arising out of any negligent act, error or omission which occurred prior to the **Retroactive Date** mentioned in the Policy Schedule.
 - (c) any loss or claim arising out of deliberate actions and omissions of the **Insured**
 - VII. (a) loss or destruction of or damage to any property whatsoever or any other loss or expense whatsoever resulting or arising from any consequential loss;
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

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- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- VIII. claims arising from **Products** or **Work** supplied prior to the **Retroactive Date** specified in the Policy Schedule;
- IX. loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- X. any liability arising out of any **Product** or **Work** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any vehicle or machine used for flying purposes or which takes flight, including but not limited to any drones, aircrafts, parachutes or spacecrafts, whether manned or unmanned, whether for carrying passengers or crew or otherwise, and whether for testing purposes or scheduled flights, except where specifically stated to be included in the **Insured's** Business;
- XI. the **Deductible** specified in the Policy Schedule hereto;
- XII. any claims falling within the terms of the Policy, which are also covered by any Errors and Omissions, Professional Indemnity or Contract Works insurance effected by or on behalf of the **Insured**, to the extent of the amount of such claim covered by such other Insurance, provided always that the Policy shall not respond for the amount of any excess/deductible under any such Insurance.
- XIII. Any claims or costs and expenses arising from the statutory liability under the Public Liability Insurance Act 1991
- XIV. Taxes, fines, penalties, punitive, exemplary and aggravated **Damages**
- XV. Any claims or costs and expenses arising from or on account of financial default or insolvency of the **Insured**

- (1) Immediately upon becoming aware of any circumstances which may give rise to a claim under this Policy, irrespective of whether or not any such claim is expected to exceed any **Deductible** specified in the Policy Schedule hereto, as a condition precedent to the **Insurer's** liability under this Policy, the **Insured** shall forthwith give written notice to the **Insurer** with full particulars, including the dates of the event or occurrence and claimant(s) concerned, as soon as practicable during the same **Period of Insurance**, and in any case within 30 days from the obtaining knowledge of such circumstance. Every letter, claim, writ, summons, and process shall be forwarded to the **Insurer** on receipt. Written notice shall also be given to the **Insurer** immediately upon the **Insured** or any of its representative and agents having knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy. The **Insurer** may condone delay in claim intimation/document submission on merits, 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**.

NOTICE OF CLAIM:

In the event of a claim under this Policy, the **Insured** shall give written notice to the **Insurer** by registered post or courier at their following address:

The Claims Department,
Tata AIG General Insurance Company Ltd.
A-501, V Floor, Infinity IT Park, Building No. 4, General AK Vaidya Marg, Dindoshi, Malad East, MUMBAI - 400097 INDIA

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured**, whether in part of whole, without the prior written consent of the **Insurer**. The **Insurer** shall have the right to (but not the duty to) take over and conduct in the name of the **Insured** any defence, proceedings and settlement for their own benefit, per the **Insurer's** sole discretion. The **Insured** shall give all such assistance and cooperation as the **Insurer** may so require. Having taken over the defence or conduct over any proceedings and settlement, the Company may in its sole and absolute discretion relinquish the same.

- (2) In connection with claims hereunder arising out of one occurrence or series of occurrences (whether arising in the same **Period of Insurance** or not) consequent upon or attributable to one source or original cause or any continuous, repeated or related acts, the **Insurer** may at any time pay to the **Insured** the **Limits of Indemnity** (after deduction of any sums already paid) or any less amount for which such claims can be settled and thereupon the **Insurer** shall relinquish the control of such claims and be under no further liability under this Policy except for costs and expenses for which the **Insurer** may be responsible under this Policy in respect of matters prior to the date of such payment. All such related claims shall be considered as a single claim for the purposes of this Policy, including any notification requirements thereof.
- (3) If any part of the Premium or Renewal Premium is based on estimates furnished by the **Insured**, the **Insured** shall keep and maintain a record containing all relative particulars and shall allow the **Insurer** to inspect such record. The **Insured** shall after the expiry of each **Period of Insurance** furnish such information as the **Insurer** may require. The Premium or Renewal Premium shall be subject to the retention by the **Insurer** of any minimum earned premium by **Insured**.
- (4) Where there is more than one entities or individuals covered as an **Insured** under the Policy, the **Insurer** agrees that the Policy shall be deemed to apply to each **Insured** as though a separate Insurance had been issued to each, provided always that the **Insurer's** total liability shall not exceed the **Limits of Indemnity** specified in the Policy Schedule against each Operative Clause, or available in the aggregate under the Policy.
- (5) The **Insurer** may cancel the Policy by sending 30 days' notice by recorded delivery to the **Insured** at the **Insured's** last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In such an event

CONDITIONS

SPECIAL CONDITIONS FOR (Operative Clause 4) PRODUCT RECALL

- (1) The **Insured** shall at all times do and concur in doing all things reasonably practicable in order:
 - a) to avoid the occurrence of any circumstance to which the Operative Clause 4 applies, and
 - b) to minimise to the best of their ability, in the event of a recall becoming necessary, the **Recall Expenses**.
- (2) Upon an occurrence that appears reasonably likely to involve payment by the **Insured** of expenses for the recall of **Products** as provided herein, whether or not such occurrence appears likely to involve liability on the part of **Insurer**, written notice shall be given by or on behalf of the **Insured** to the **Insurer's** representatives as soon as practicable. Acceptance by the **Insurer** of such notification during the **Period of Insurance** means that the **Insurer** will deal with such recall as if the decision by the **Insured** that it is necessary to recall such Products in accordance with the operative clause had been taken during the **Period of Insurance**.
- (3) In the event of any claim being made hereunder in respect of which the **Insured** and the **Insurer** shall fail to agree as to the necessity for the recall of **Products**, then on the written demand of either, same shall be referred to a sole arbitrator to be appointed by the parties to the dispute as per the arbitration clause for dispute resolution between the parties under the General Condition No. 8 of the Policy.

GENERAL CONDITIONS

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the **Insurer** will return a pro-rata portion of the premium for the unexpired part of the Policy.

- (6) The Policy may also be cancelled by the **Insured** by giving 30 days' notice in writing to the **Insurer**, in which event the **Insurer** will retain premium (minimum INR 2500) at a short-period scale as provided below, provided there is no claim under the Policy during the **Period of Insurance**. In case of any claim under the Policy no refund of premium shall be allowed.

The Short Period Scale for the Policy shall be as per the chart provided below:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

- (7) In the event of cancellation or non-renewal of the Policy, the liability of the **Insurer** shall cease outright on the date upon which the notice takes effect or upon the date of expiry, except in respect of any circumstances or claims notified to the **Insurer** during the currency of the Policy which remain unsettled at that date.

(8) **DISPUTE RESOLUTION AND ARBITRATION**

(a) The term of the Policy shall be governed by Indian law. Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

(b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the respectively nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

(c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

(d) The venue of the arbitration and hearings shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

(e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

Subject to compliance with the provisions above, such disputes shall be referred to the exclusive jurisdiction of the Indian courts

- (9) The **Insured** shall take all reasonable steps to prevent or diminish any loss which might give rise to a claim under this Policy.

- (10) Regardless of the number of years the Policy or any succeeding insurance of like nature with the **Insurer** shall continue in force and the number of premiums which shall be paid or payable, the liability of the **Insurer** as specified in the Policy shall not be cumulative in amounts from year to year or from each consecutive periods at risk, and a loss shall be deemed to attach to the current Policy at the first date of discovery of the loss (or part thereof), and the **Limit of Indemnity** available for each Operative Clause and in the aggregate under the Policy at that time, shall prevail.

- (11) The **Insured** shall as soon as is reasonable, give to the **Insurer** full particulars in writing of any material increase or change in the risk and shall pay such reasonable additional premium, if any, as may be required by the **Insurer**.

- (12) The Policy does not cover any loss or damage which at the time of the happening of such loss or damage is Insured by or would, but for the existence of the Policy, be Insured by any other existing Insurance.

(13) USA/Canada Conditions

In respect of any judgement, award or settlement made against the **Insured** in the United States of America and/or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) the three undernoted clauses shall apply:-

1) Punitive and Exemplary Damages Exclusion Clause

Regardless of any other provision of the Policy, the Policy does not apply to punitive or exemplary **Damages**.

- 2) Regardless of any other provision of this Insurance, all costs, charges and expenses incurred with the written consent of the **Insurer** for the investigation defence or negotiations for the settlement of any claim notified within the terms of this Insurance shall form part of such sums as may exhaust any Deductible applicable herein and shall be included within the **Limits of Indemnity** specified herein.

3) Industries, Seepage, Pollution and Contamination Exclusion Clause

The Policy does not cover any liability for:

- (1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- (2) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- (3) Any resultant or related fines, penalties, punitive or exemplary damages.

- (14) Policy governing law: Indian Law

- (15) The Policy shall be null and void and no payment shall be made by the **Insurer** in the event of any untrue/incorrect statements, misrepresentation, misdescription or non-disclosure in any particulars material in the underwriting submission, **Proposal** document, annexure, declaration or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the **Insured** or anyone acting on the **Insured's** behalf. In case the **Insurer** has already made payment, and when the same comes to the **Insurer's** knowledge subsequently, then in such case the **Insurer** has full right to recover such payment from the **Insured** or the beneficiary, as applicable.

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- (16) **Policy currency:** All payments shall be made by the **Insurer** in Indian Rupees, unless specifically agreed by the **Insurer** by way of an endorsement to this Policy.
- (17) **Subrogation clause:** In the event of any payment made under this Policy, the **Insurer** shall be subrogated to all the **Insured's** rights or recovery thereof against any and all entities or organisations or persons, and it is the duty of the **Insured** to execute and deliver all documents/instruments necessary for the **Insurer** to secure such rights and ensure that nothing is done to prejudice the same.
- (18) It is a condition precedent to any liability of the **Insurer** under the Policy that the existence of this insurance shall not be disclosed in any advertising material, information or data sheets or similar descriptive material or in any guarantee offered by the **Insured** or similar documentation supplied by the **Insured**.
- (19) Only where claims are made and/or emanate, and/or actions are instituted within the **Covered Jurisdiction** as specified in the Policy Schedule (subject to other terms and conditions of the Policy) shall such claims be covered under this Policy, and the **Insurer** will be liable to indemnify the **Insured**. Any claims arising outside the **Covered Jurisdiction**, shall not be covered under the Policy.
- (20) Only such **Products and/or Works** which are sold/distributed or performed by or on behalf of the **Insured** within the Insurance Territory, and accidental bodily injury (including death, illness or disease to any person) or accidental loss of or damage to material property, which takes place within the **Insurance Territory** are covered under this Policy. The **Insured** shall not be liable to indemnify the **Insured** for any claims arising with respect to any **Products** sold/distributed or **Works** performed outside the **Insurance Territory**, and any event of accidental bodily injury (including death, illness or disease to any person) or accidental loss of or damage to material property which takes place outside the **Insurance Territory**.

DEFINITIONS

(1) COVERED JURISDICTION

Shall mean any country, state or territory specified in the Policy Schedule, within which the claims made and/or wherein from the claims emanating or actions instituted against the **Insured** are covered under this Policy.

The **Covered Jurisdiction** shall be limited to India, unless specified otherwise in the Policy Schedule.

(2) DAMAGES

The amount the **Insured** shall be legally liable to pay to a customer or a third party in respect of judgments rendered against the **Insured**, or for settlements negotiated by the **Insured** with the prior consent of the **Insurer**.

(3) DEDUCTIBLE

The amount specified in the Policy Schedule in respect of each Operative Clause, which shall be the first amount of each claim (or a series of claims arising out of one originating cause) for which the **Insurer** shall not be liable under the Policy, and shall be deemed to be inclusive of all costs and expenses incurred by the **Insured**.

(4) DEFENCE COSTS

The reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in the investigation, defence, adjustment, settlement or appeal of any claim made against the **Insured**, but not including any internal or overhead expenses of the **Insured** or the cost of the **Insured's** own time.

(5) INSURANCE TERRITORY

Shall mean any country, state or territory specified in the Policy Schedule to which cover under this Policy is limited to, and within which:

- a) The **Products** or **Works**, as covered hereunder, are sold/distributed or performed by or on behalf of the **Insured**, and/or
- b) Any event of accidental bodily injury (including death, illness or disease to any person) or accidental loss of or damage to material property, as covered hereunder, takes place.

Any claims related to 5(a) and/or 5(b) arising outside the **Insurance Territory**, shall not be covered under the Policy. The **Insurance Territory** shall be limited to India, unless specified otherwise in the Policy Schedule.

(6) LIMIT OF INDEMNITY

The amounts specified against each Operative Clause or any endorsement in the Policy Schedule to this Policy that represents the maximum, total and cumulative amount payable by the **Insurer** for any one claim and in the aggregate for all claims made against the **Insured** under and in relation to that Operative Clause or endorsement during the **Period of Insurance**, irrespective of the number of parties entitled to indemnity under this Policy. Provided that the **Insurer's** maximum, total and cumulative liability in the aggregate for any and all claims made against the **Insured** during the **Period of Insurance** under any and all of the Operative Clauses or endorsements of the Policy shall be limited to the Aggregate **Limits of Indemnity** as specified in Policy Schedule.

(7) PERIOD OF INSURANCE

The period specified in the Policy Schedule for which this insurance is valid and applicable, commencing from the inception date and hour specified and terminating at midnight on the expiry date.

(8) "PRODUCT" and/or "WORKS"

The terms **Products** or **Works** shall whenever used herein be deemed to include the following as specified under sub-section 8(a) or 8(b) respectively:

- (a) any property or parts after it has left the care, custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed by or on behalf of the **Insured**,
- (b) any advice, consultancy, design, plan, specification, formula, labelling, packing, instructions for use or similar **ONLY** insofar as provided in connection with or incorporated in any **Product** supplied as described in 8(a) above.

(9) PROPOSAL

The **Proposal** shall mean any signed **Proposal** form and/or declaration and/or any information supplied by or on behalf of the **Insured** in addition thereto and/or in substitution thereof.

(10) RECALL EXPENSES:

- a) The reasonable costs necessarily incurred by the **Insured** during a 12 month period (commencing on the first day such costs are incurred) in arranging for the return of the **Product** or any part thereof
- i) to the premises of the **Insured**
- ii) to the premises of the manufacturer (or manufacturer's nominated agent)

such expense to include any essential transportation costs, packing costs, and/or temporary storage charges, and the cost of correspondence, newspaper and magazine advertising (whether printed or otherwise), radio or television announcements necessary and exclusively incurred to effect the recall of the **Product**.

- b) The cost of examination and where necessary destruction or disposal of the **Products** or **Work** (or any part thereof) whether incurred by the **Insured** or his nominated agent including any costs incurred in delivering the same to the nominated agent arising out of a recall as described above.

Note: Any recoveries or salvage subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior

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to the said settlement, and the **Insurer** shall have a right to make all necessary adjustments to the amount payable under this Policy in this regard.

(11) RETROACTIVE DATE

The date specified in the Policy Schedule when the risk is first incepted under the Policy.

Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 - 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai- 600 018. Tel.: 044-24333668 /24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and

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	Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Tripura			Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Ballia, Deoria, Mau, Ghazipur, Basti, Chandauli, Sidharathnagar
HYDERABAD	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.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.			
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in	Rajasthan		MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry		NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in
KOLKATA	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@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands			State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar, Kanoj, Mainpuri, Mathura, Meerut, Hathras, Shamlia, Moradabad, Etah, Muzaffarnagar, Oraiyya, Pilibhit, Farrukhabad, Firozbad, Etawah, Gautambodhanagar, Ghaziabad, Hardoi, Rampur, Shahjahanpur, Hapur, Kashganj, Sambhal, Amroha, Kanshiramnagar, Saharanpur
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Banda, Hamirpur, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Amethi, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Kaushambi, Balrampur, Ambedkarnagar,		PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
				PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.