

**COMMERCIAL GENERAL LIABILITY POLICY**

**(Claims Made)**

**Endorsement Library**

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## 2 YEAR LONG TERM AGREEMENT

Attaching to and forming part of Master Policy Number: \_\_\_\_\_ hereinafter referred to as the Policy.

This Agreement is deemed to include any local Policy issued by Zurich Kotak General Insurance Company (India) Ltd at the request of the *insured* or to comply with local legal or regulatory requirements.

Insured: \_\_\_\_\_

Period of Agreement: From: \_\_\_\_\_ to: \_\_\_\_\_

Policy Inception Date: \_\_\_\_\_

First Policy Renewal Date: \_\_\_\_\_

In consideration of the *insured* having undertaken to offer the Policy (or any subsequent policy) for renewal annually during the Period of Agreement shown above, Zurich Kotak General Insurance (India) Ltd agrees to calculate the premium for each annual period on the rates applying, or on any alternative basis as agreed by the Company (Insurers), at inception of this Agreement subject to the Special Provision below.

### Special Provision

Zurich Kotak General Insurance Company (India) Ltd reserves the right: -

1. to adjust the Premium Rates and/or the Policy Terms and/or Conditions to reflect mergers, acquisitions or disposals of property or companies.
2. to adjust the Premium Rates and/or the Policy Terms and/or Conditions or terminate this Agreement if
  - a) there is any alteration which materially increases the risk of loss for which indemnity is provided by this Policy
  - b) there is a legal requirement to do so
  - c) there is a material change in
    - i) Legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory
    - ii) the interpretation of any Legislation by
      - any court tribunal or arbitration
      - any government or regulatory body or Ombudsman

which has a material affect upon the scope of cover or indemnity provided by the Policy or extent of risk *insured* there under

- d) an external factor or factors occur (including but not limited to material changes in the Company (Insurers) reinsurance arrangements) as a result of which the Company (Insurers) adopts a change in underwriting policy for this class of insurance

3. to terminate the Policy and this Agreement or to adjust or renegotiate the Premium Rates and/or Policy Terms and/or Conditions at the Review Date if at any time after inception of this Agreement the Incurred Loss Ratio exceeds 50%. (Incurred Loss Ratio shall mean the percentage which the total of the claims paid and outstanding for the whole of the expired Agreement Period bears to the total of net premiums paid (exclusive of taxes) for the same period. .)

For the purpose of this Agreement, the Review Date(s) shall be: \_\_\_\_\_

If the Company (Insurers) elects to change the terms in accordance with 2 above then the *insured* may at its option, effective from the Review Date, terminate the Agreement or continue it at the new Premium Rates, and/or Policy Terms and/or Conditions for the remainder of the Period of Agreement.

Further, it is agreed that:

- any imposition of, or increase in, tax on premiums will be borne by the *insured*
- the cancellation condition as applicable to this Policy, if invoked, is deemed to apply to this Agreement
- this undertaking shall apply to any policy or policies, which may be issued by the Company (Insurers), before the expiry of this Agreement in substitution for the above-mentioned Policy.
- where the Policy defines more than one Company as "the Insurers" the above undertaking is deemed to apply to all of the Insurers named in the said Policy.

All other terms and conditions of the Policy continue to apply.

It is expressly understood and agreed that in the event that the *insured* terminates this insurance during the second year by giving 30 days' notice, such discount allowed by the Company to the *insured* shall be refunded by the *insured* to the Company.

All other terms and conditions of the Policy continue to apply.

## ACTS OF TENANTS

It is hereby noted and agreed that with effect from xxx , the following amendments are made to the policy:

Should a tenant of the *insured* within the insured's building do or omit to do without the knowledge or consent of the *insured*, anything which would violate any conditions and/or warranties, this policy will not be held to be void on that account provided that the *insured* shall notify the Insurers of the happening or existence of such act or omission as soon as the same come to his or her knowledge and shall on reasonable demand pay the additional charges for any increase of hazard thereby created according to the established scale of rates for the time such increase hazard may be, or shall have been, assumed by the insurers during the continuance of this insurance.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

### ADDITIONAL INSURED - VENDOR'S LIABILITY

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the Policy.

**Name of Additional Insured Person(s) or Organization(s) (Vendor):**

- xxx, a corporation with offices at xxx

**Product(s):**

- xxx are hereby added to the policy. All other terms and conditions remain unchanged.

**Limit(s) of Liability:**

- 1) Public Liability
  - Any One Occurrence : xxx
  - Any One Period of Insurance : Unlimited
- 2) Products Liability
  - Any One Occurrence : xxx
  - Any One Period of Insurance : xxx

Notwithstanding anything to the contrary contained in this Policy, it is agreed that the definition of *insured* under this Policy is amended to include any person or organization (herein referred to "vendor") shown as above, but only with respect to *personal injury* or *property damage* arising out of the *insured's* products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance with respect to the vendor does not apply to:
  - a) *personal injury* or *property damage* for which the *insured* is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
  - b) any express warranty unauthorized by the *insured*;
  - c) any physical or chemical change in the product made intentionally by the vendor;
  - d) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution, of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;
  - g) products which, after distribution or sale by the Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any *insured* person or organization, from whom the *insured* has acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- 3) Zurich Kotak General Insurance have no duty to provide coverage under this Policy unless you and any other involved **insured** have fully complied with the conditions contained in this Policy.
- 4) With respect to the insurance afforded to these additional insureds, the following is added to Limits of Liability:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a) Required by the contract or agreement; or
- b) Available under the applicable Limits of Liability as shown above; whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown above.

All other terms and conditions remain unchanged.

**ALL COSTS INCLUSIVE CLAUSE**

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

The Limits of Liability stated in the schedule shall apply to the total compensation, charges, expenses, fees and legal costs in respect of any *occurrence* and in the aggregate as stated in the Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## BATCH CLAUSE

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

It is hereby declared and agreed that the insurance provided under this Policy with respect to *personal injury* or *property damage* resulting from the named *insured's products* is modified as follows:

Should a batch of merchandise or products from one prepared or acquired lot or processing method after being sold, cause *personal injury* or *property damage* to more than one person, all such *personal injury* or *property damage* resulting from one batch or lot, shall be considered as resulting from one common *occurrence*, and the date in which the named *insured* receives the first indication or knowledge of the claim, will be the indicator of the policy year to bear the loss.

It is further agreed that the term processing method shall mean any method or methods, the object of which is to produce a product with the same constituents in identical proportions.

Subject otherwise to terms and conditions of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

### **BREACH OF WARRANTIES / CONDITIONS**

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

The conditions and warranties of this Policy shall apply individually to each of the risks *insured* and not collectively to them. Thus, a breach of any condition or warranty shall void the section only in respect of all the risks to which that breach applied and does not affect the section in respect of the other risks.

**ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.**

## DEMONSTRATION & EXHIBITION ENDORSEMENT

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

It is hereby declared and agreed that this policy is extended to cover ***Insured's*** legal liability arising out of, in connection with or in any way related to any demonstrations & exhibitions or promotions organized by the ***Insured***, held within India only which they may be responsible.

Subject otherwise to the terms and conditions of this policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## MISDESCRIPTION

It is understood and agreed that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided the *insured* shall notify Zurich Kotak General Insurance immediately the *insured* becomes aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

## NOMINATED ADJUSTERS

In the event of any claim made or notified under this policy, the claim shall be surveyed, investigated and adjusted under the terms and conditions of the policy by:

Nominated Loss Adjusters:

- 1) Insert local approved adjusters – Legal/Claims to advise
- 2) XXXXXXXX
- 3) XXXXXXXX

During weekends, public holidays, bank holidays or outside normal working hours, the *insured* or the appointed intermediary is allowed to arrange for urgent surveys by any one of the above nominated loss adjusters.

## NORTH AMERICAN JURISDICTION CONDITIONS

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America and/or Canada (including any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part), the following additional terms and exclusions shall apply;

1. The Limit of Liability is inclusive of defence costs
2. This policy does not cover any liability for claims arising out of pollution
3. Regardless of any provision of this policy, this policy does not cover punitive or exemplary damages

Subject otherwise to the terms and conditions of this policy as a whole.

## FIRST & THIRD PARTY RECALL COSTS ENDORSEMENT

Endorsement attaching to and forming part of

Policy No:

### Section A - Insuring Agreement

Zurich Kotak General Insurance will indemnify the *Insured* for its *Loss*:

- (a) in excess of the deductible, but not exceeding the *Limits of Liability*; and
- (b) caused by, or resulting from, **Section B - Insured Events** which were first discovered during the *Endorsement Period*, and were reported to Zurich Kotak General Insurance:
  - (i) during the *Endorsement Period*; or
  - (ii) up to sixty (60) days after the expiry of the *Endorsement Period*;

provided that, as of the *Inception date* of this endorsement, the *Insured* was not aware, and could not reasonably have been aware, of circumstances which could produce a *Loss* under this endorsement.

All terms, conditions, definitions and exclusions of the insurance apply to the insurance provided by this endorsement extension unless otherwise expressly amended.

### Section B - Insured Events

This endorsement provides coverage for *Loss* arising out of the following:

#### 1 Accidental Defect and Accidental Contamination

Any *Product Recall* arising out of an *Accidental Defect* or *Accidental Contamination* of an *Insured Product* which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging or distribution, provided that the use or consumption of such *Insured Product* has caused, or is likely to cause:

- (a) *Personal Injury*; and/or
- (b) *Property Damage*.

### Section C - Loss

This endorsement provides coverage for any of the following reasonable and necessary costs which are incurred by the *Insured* directly and solely as the result of a covered *Insured Event* and subject to the *Limits of Liability* as stated in the First & Third Party Recall Costs Endorsement schedule:

All reasonable and necessary;

- 1 **Insured Product Recall Costs** – deemed to be equivalent to the *Recall Costs* incurred by the *Insured* as a result of an *Insured Event*.

- 2 **Third Party Recall Costs – Insured Product Recall Costs** that have been reasonably incurred by a customer of the *Insured* in the event that the *Insured Product* are distributed or handled by such customer and where the *Insured* is legally obligated to reimburse the customer for such *Recall Costs*. However, the amount of such costs shall not exceed the total costs the *Insured* would have incurred in recalling such customers products. Coverage under this section is subject to the *Limits of Liability* stated in Item 3 of the First & Third Party Recall Costs Endorsement schedule.
- 3 **Defence Costs** - fees, costs and expenses incurred by or on behalf of a *Insured* with the prior written consent of Zurich Kotak General Insurance for litigation, arbitration, mediation, adjudication or any other process of dispute resolution in connection with the *Insured Event*.

Under no circumstances shall any amount claimed and paid under one *Insured Event* be recoverable under another *Insured Event*.

*Loss* does not include matters that may be deemed uninsurable under the law pursuant to which this endorsement is construed.

#### Section D - Definitions

- 1 **Accidental Contamination** means the unintentional presence of foreign substances, deficiency, impairment or mislabelling of an *Insured Product* that renders it harmful in normal use.
- 2 **Accidental Defect** means the unintentional fault, deficiency, imperfection or labelling of an *Insured Product* that renders it harmful in normal use.
- 3 **Personal Injury** means the personal injury, death, disease, illness, disability but excluding nervous shock or mental injury, unless suffered as a consequence of a *Personal Injury*.
- 4 **Deductible** means the limit above which Zurich Kotak General Insurance will become liable for Losses up to the amount of the Limit of Liability, and is the amount shown at Item 5 in the schedule for which the Insured will be responsible and which will be deducted from all claims settlements under this endorsement.
- 5 **Employee** means:
  - (a) any person under a contract of service, employment or apprenticeship with the *Insured*;
  - (b) **any self-employed person working under a contract with, and under the direction of, the *Insured*;**
  - (c) **any person hired by the *Insured* from another employer, subject to an agreement under which the person is deemed to be employed by the *Insured*; or**
  - (d) any student or person undertaking work for the *Insured* under a work experience or similar scheme.

6 **First Inception Date** means the date stated in Item 4 of the First & Third Party Recall Costs Endorsement schedule.

7 **Insured** shall mean the legal entity stated in Item 1 of the First & Third Party Recall Costs Endorsement schedule.

8 **Insured Product** means:

- (a) All topical and ingestible products for human consumption, or any of their ingredients; or
- (b) Any finished products, or any of their components;

that:

- (i) have been reported to Zurich Kotak General Insurance for the **Endorsement Period**; and/or
  - (ii) are first marketed for sale after the **First Inception Date** specified in Item 4 the First & Third Party Recall Costs Endorsement schedule; and/or
  - (iii) are in production or being prepared for sale or have been manufactured, handled or distributed by the Insured, or any manufacturer contracted to the **Insured**.
- (c) Any new product outside the existing product line reported to Zurich Kotak General Insurance, provided that:
- (i) written notice is given to Zurich Kotak General Insurance no less than forty-five (45) days prior to marketing for sale; and
  - (ii) the **Insured** did not know, or could not reasonably have been expected to know, as of the date of the written notice to Zurich Kotak General Insurance that an **Insured Event** affecting the new product had occurred; and
  - (iii) Zurich Kotak General Insurance has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of Zurich Kotak General Insurance, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this endorsement.

A reference to **Insured Product** in the singular includes a reference to its plural form, Insured Products, and vice versa.

9 **Limits of Liability** shall mean the amount stated in Item 3 of the First & Third Party Recall Costs Endorsement schedule.

- 10 **Loss** is listed and defined in Section C of this endorsement.
- 11 **Endorsement Period** shall mean the dates specified at Item 7 of the First & Third Party Recall Costs Endorsement schedule.
- 12 **Product Recall** shall mean the removal from production, distribution, sale, users or consumers of an **Insured Product** for inspection, disposal, replacement or modification.
- 13 **Property Damage** shall mean physical damage to, or destruction of, tangible third party property.
- 14 **Recall Costs** shall mean the following reasonable and necessary costs incurred by the **Insured**:
- (a) The cost of additional communications including crisis consultants, media announcements, media advertising and emergency response telephone lines.
  - (b) The cost of direct customer returns and other additional transportation and storage expenses incurred in recalling or withdrawing **Insured Products**.
  - (c) The cost of testing and examination of the **Insured Product** in order to determine whether replacement or rectification is necessary;
  - (d) The reasonable costs and/or expenses associated with the return and/or disposal of the **Insured Product**;
  - (e) The cost of overtime, other additional remuneration, accommodation, out of pocket expenses and travel expenses paid to regular **Employees** as well as the cost to hire additional persons to exclusively perform work in recalling or withdrawing **Insured Products**;
- but only if such costs are incurred solely and directly as a result of an Insured Event.

### **Exclusions**

Zurich Kotak General Insurance shall not be liable under this endorsement in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- 1 Accidental Defect or Accidental Contamination or Malicious Tampering or Product Extortion of a product of a competitor of the **Insured** or of products similar to an **Insured Product**
- 2 Natural or gradual deterioration, decomposition, or transformation of **Insured Product**, including, but not limited to, any combination or interaction among ingredients, components or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the **Insured Product**.
- 3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or the **Insured's** competitive environment or arising out of a change in governmental regulations or public perceptions with respect to the safety of any **Insured Product**.
- 4 Costs or expenses arising solely as a result of intervention by any governmental or public authority.
- 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**. This includes any defence costs related to a third party lawsuit. This exclusion does not apply to third party claims for **Recall Costs**.

- 6 Intentional violation by the Insured of any legislation or regulation issued by local, national, international or governmental authority in connection with the
  - (i) testing, manufacture, sale, or distribution of any **Insured Product**
  - (ii) use of any ingredients, components, materials, substances and/or packaging in the manufacturing process
  - (iii) maintenance of adequate documentation of the manufacturing process
- 7 Costs or expenses of any litigation or any proceedings before any local, national, international or governmental authority as a result of an Insured Event or otherwise.
- 8 Any Accidental Contamination or Accidental Defect arising out of;
  - (a) Bioengineering, genetic engineering or genetic modification of any **Insured Product** or
  - (b) Hormone treatments of any **Insured Product** or
  - (c) Irradiation of any **Insured Product** or
  - (d) Transmissible Spongiform Encephalopathies (TSE)
  - (e) 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**.
  - (f) Any Accidental Defect or Accidental Contamination that occurs after the *Insured* has failed to take reasonable corrective or preventative action in the light of knowledge of a defect or deviation, or likely defect or deviation, in the production, preparation or manufacture of **Insured Product**.
- 9 Any Accidental Contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
- 10 Notwithstanding any provision in this endorsement, this endorsement does not insure against;
  - (a) Loss to land, water, all land and water based growing crops, all land and water based livestock, and lawns or;
  - (b) Crop failure due to weather, pest or other cause.
- 11 Any costs associated with the expense to design or redesign, engineer or re-engineer or repair any product or **Insured Product**.

- 12 Any Replacement Costs – the cost of restoring the **Insured Product** to merchantable quality or replacing any recalled **Insured Product** that have been destroyed, are un-sellable or are unfit for its original use, with products(s) of similar value.
- 13 Any Rehabilitation Expenses – expenses actually incurred directly by the Insured as a direct result of an Insured Event to re-establish the **Insured Products** to the reasonably projected level of sales or market share anticipated prior to the Insured Event.
- 14 Any Business Interruption – being Loss of Gross Profit as a result of an Insured Event.
- 15 Any Expenses incurred in the removal and/or dismantling and/or repair of property in order to restore or replace an **Insured Product** which has or could give rise to an Insured Event and the subsequent expenses incurred in assembly with **Insured Product** that is free of **Accidental Defects**.
- 16 Insured that could have reasonably expected to produce a **Loss** under this endorsement
- 17 Matter or legal proceedings made or brought by or on behalf of any **Insured** against any other **Insured(s)**
- 18 Liability expressly assumed by the **Insured** under a provision in a contract or agreement and which would not have attached in the absence of such provision

### **Conditions**

#### **1 Other Insurance**

If, at the time of any damage or occurrence, there be any other insurance or indemnity effected by or on behalf of the **Insured** applicable to such event Zurich Kotak General Insurance's liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this endorsement, whether in whole or in part or from contributing rateably, then Zurich Kotak General Insurance's liability shall be limited in respect of any damage or occurrence to any excess beyond the amount which would have been payable under such other insurance or indemnity had this endorsement not been effected

#### **2 Salvage**

Any salvage or other recovery, after expenses incurred in salvage or recovery are deducted, will accrue entirely to the benefit of Zurich Kotak General Insurance until the sum paid by Zurich Kotak General Insurance 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** should be involved in salvage recovery. Zurich Kotak General Insurance'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 endorsement and will retain control of all damaged goods. There can be no abandonment of any property to Zurich Kotak General Insurance.

### First & Third Party Recall Costs Endorsement Schedule

Item 1	The Insured :
Item 2	Coverage Territory :
Item 3	Products Recall Expense : (a) each event's Liability (b) Aggregate Liability
Item 4	First inception date
Item 5	Deductible :
Item 6	Premium :
Item 7	Endorsement Period :

## ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY EXCLUSION

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

Zurich Kotak General Insurance will not be liable under this policy in respect of any liability arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the *insured* or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## ALCOHOL HEALTH HAZARDS EXCLUSION

It is hereby noted and agreed that with effect from xxx , the following amendments are made to the policy:

The indemnity granted by this Policy shall not apply to or include liability for *personal injury* arising out of Alcohol Health Hazards.

Alcohol Health Hazards shall mean:

Alcohol-induced *personal injury*, including but not limited to:

- Foetal alcohol syndrome – physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation, resulting from the usage of alcohol during pregnancy;
- Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer and pancreatitis;
- Other metabolic effects of alcohol abuse, including but not limited to brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection psychological or mental injury; or
- Physical abuse, molestation or suicide of any person.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## **BIOLOGICAL AGENTS/COMMUNICABLE DISEASE/ FUNGI/ BACTERIA EXCLUSION**

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

Zurich Kotak General Insurance will not be liable under this policy in respect of any liability arising out of or based upon, directly or indirectly, attributable to, or in consequence of;

- a) The actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents** or any communicable disease caused by such **biological agents**
- b) Demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **biological agents** or any communicable diseases caused by such **biological agents**.
- c) Claims by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **biological agents** or any communicable diseases caused by such **biological agents**.
- d) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to existence of, or presence of any:
  - a. fungi or bacteria;
  - b. substance, vapour or gas produced by or arising out of any fungi or bacteria.
- e) the costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by the **insured** or by any other person or entity.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## BUSHFIRE LIABILITY EXCLUSION

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:  
This policy shall exclude any liability for damage to property not owned, leased, nor occupied by the insured that directly arises from **Bushfires**, when a court of competent jurisdiction or governmental body having jurisdiction over the claim being adjudicated determines either:

1. The fire was caused by the insured's **Electric Power Distribution System**; or
  2. The insured is legally liable for **personal injury**, pure financial losses and/ or damage to the environment and/ or **property damage** and/or **advertising liability** caused by the **Bushfire**
- A. **Bushfire** shall mean an uncontrolled fire on property not owned, leased or occupied by the insured, involving bush or brush.
- B. **Electric Power Distribution System** is defined as the poles, wires, transformers and appurtenances thereto used to distribute electric power to customers of a power generation utility company which are located on property not owned, leased or occupied by the insured.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## CANNABIS EXCLUSION CLAUSE

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:  
This policy does not cover any liability in respect of *personal injury, property damage* or *advertising injury* arising out of the use of Cannabis.

“Cannabis” is defined to mean any goods or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## CYBER RISKS LIABILITY EXCLUSION

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy

Zurich Kotak General Insurance will not be liable under this policy in respect of any liability of whatsoever nature in connection to, or from a *cyber event*.

For the purposes of this endorsement, the following definitions applies:

**Cyber event** means any occurrence in any way connected with:

- a) An **IT Network**; or
- b) **Computer virus**.

**Computer virus** means an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host, program or other computer code or data, causing undesired program or computer system operation.

**IT network** means any computer hardware (or components thereof), software (or components thereof), communications system networks, **internet operations**, websites whosoever hosted, online or offline media libraries, data or any other peripheral devices.

**Internet operations** means:

- a) Transfer of computer, data or programs by use of electronic mail systems by the **insured** or the **insured's** employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the **insured's** organization whether or not such data or programs contains any malicious or damaging code, including but not limited to computer virus, worm, logic bombs, or trojan horse;
- b) Access through the **insured's** network to the world wide web or a public internet site by the **Insured** or the **Insured's** employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within the Insured's organization;
- c) Access to the **Insured's** intranet (meaning internal company information and computing resources) which is made available through the world wide web for the **Insured's** customers or others within the **Insured's** organization; and
- d) The operation and maintenance of the **Insured's** web site.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## DESIGN EXCLUSION

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

This policy does not indemnify the *insured* or any other person for any liability directly or indirectly caused by, arising out of, or in any way connected with any defective design, error in formula, plan, specification, advertising material or printed instructions prepared or developed in respect to the *insured's products*.

In all other respects, this policy remains unaltered.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## EFFICACY EXCLUSION

It is hereby noted and agreed that with effect from xxx, the following amendments are made to the policy:

This *policy* does not indemnify the *insured* or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with the failure of any *product* to fulfil a particular purpose or intended function or meet a particular level of performance, where the *insured* has expressly or impliedly warranted or represented that the *product* will fulfil such purpose, function or performance (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding *personal injury* or *property damage*) or meet such level of performance.

In all other respects, this policy remains unaltered.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## ENTERTAINMENT PERFORMERS & CREW EXCLUSION

**It is hereby agreed and declared that following exclusion is added to the policy**

Zurich Kotak General Insurance will not pay anything in respect of any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from *personal injury* to any third party who:

- (a) Are performing or entertaining at the Insured event; and/ or
- (b) Are the crew and/ or support personnel to the performers or entertainers at the Insured event.

All Other terms and conditions remains unchanged

## FAILURE TO SUPPLY EXCLUSION

It is hereby agreed and declared that below exclusion is added to the policy

This policy does not apply to any liability arising out of the *insured's* failure to supply or from fluctuations in the supply of any services, utilities, gas, oil, electricity, chemicals, products or materials.

All other financial losses resulting from such failure to supply or from fluctuations in supply are excluded from the cover.

All other terms and conditions remains unchanged.

## GENETICALLY MODIFIED ORGANISM EXCLUSION

**It is hereby agreed and declared that below exclusion is added to the policy**

It is hereby declared and agreed that this policy does not apply to any liability arising directly or indirectly out of, caused by, in any way related to or in connection with any “Genetically Modified or Engineered Organism”.

“Genetically Modified or Engineered Organism” is defined as a living organism in which the genetic material has been permanently altered, changed, or manipulated through gene technology in a way that does not occur naturally by multiplication and/ or natural recombination.

All other terms and conditions remains unchanged.

## TRAFFICKING EXCLUSION

It is hereby agreed and declared that this policy does not apply to:

### Trafficking

Any *personal injury, property damage* or *advertising injury* arising, directly or indirectly, out of, or relating in any way to, actual, alleged, threatened or suspected:

- (1) "Human trafficking", which, for purposes of this endorsement, means the recruitment, harboring, transportation, provision, transfer, receipt or obtaining of a person by use of improper means, including but not limited to threat, force, coercion, abduction, fraud, deception, abuse of power, or other deceptive methods for an illicit purpose such as forced labor or other exploitation of such person;
- (2) "Sex trafficking", which, for purposes of this endorsement, means the recruitment, harboring, transportation, provision, transfer, receipt or obtaining of a person for the purpose of a commercial sex act, and includes any other similar act(s) to provide, facilitate or otherwise commit a commercial sex act;
- (3) Conduct, acts or omissions that are prohibited by, in violation of, or for which penalties are provided for within:
  - (a) The Trafficking Victims Protection Act of 2000, the Trafficking Victims Protection Reauthorization Act of 2003, and any reauthorization or renewal thereof;
  - (b) Any state, municipal, provincial, foreign or local law, statute, ordinance or regulation similar to (3)(a) above; or
  - (c) Any other law, statute, ordinance or regulation by any governmental authority, administrative body or other authorized law-making entity having actual or alleged jurisdiction over the insured that relates to "human trafficking" or "sex trafficking"; or
- (4) Failure of, or inadequacy of any control initiated by, any insured to protect against, prevent, investigate or report (1), (2) or (3) above. This includes, but is not limited to, any actual or alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## INTELLECTUAL PROPERTY EXCLUSION

It is hereby agreed and declared that below exclusion is added to the policy.

It is hereby understood and agreed that the Zurich Kotak General Insurance shall not be liable to make any payment for loss in connection with any claim made against the insured alleging arising out of, based upon or attributable to any matters related to infringement of any patent, copyright, trademark, trade dress, trade name, service mark, misappropriation of a trade secret or other intellectual property.

All Other terms and conditions remains unchanged.

## KNOWN CLAIMS AND CIRCUMSTANCES EXCLUSION

**It is hereby agreed and declared that following exclusion is added to the policy**

It is hereby declared and agreed that this policy excludes:

- 1) any claim made against the *insured* prior to the inception of this policy; and/ or
- 2) any claim arising out of any facts, circumstances, acts or omissions which are:
  - i) known to the *insured* prior to inception of this policy and which might give rise to a claim, or
  - ii) notified under any insurance which was in force prior to the inception of this policy.

All Other terms and conditions remains unchanged.

## MARINE LIABILITY EXCLUSION

Notwithstanding anything contained herein to the contrary to this Policy, it is hereby declared and agreed that this Policy does not apply to any liability arising directly or indirectly out of, caused by, in any way related to or in connection with marine and/ or water borne liability which includes but not limited to:

- Charterer's Liability
- Collision Liability
- Protection And Indemnity
- Safe Berth Liability
- Stevedore's Liability
- Tower's Liability
- Transit Liability
- Ports and/ or Terminal Operators Liability
- Wharfinger's Liability

It is further agreed that this Policy shall not apply to:

1. Liability arising out of the ownership, maintenance, use, operation, loading or unloading, fueling or entrustment to others of any **watercraft**;
2. Damage to or destruction of any dock, pier, harbour, bridge, buoy, beacon, cable, breakwater structure or lighthouse by **watercraft**;
3. Liability for cost or expenses of or incidental to the removal of the wreck of any **watercraft**;
4. Liability arising out of injury to any passenger on any **watercraft** operated by or on behalf of the Insured.

## MEDICAL DEVICES EXCLUSION

This policy excludes all liability arising from the use of *medical devices*.

For the purposes of this policy, a *medical device* is defined as;

any instrument, apparatus, implement, machine, appliance, implant, reagent for in vitro use, software, material or other similar related article, intended by the manufacturer to be used, alone or in combination for a medical purpose as defined by the US Food and Drug Administration (FDA) under Section 201(H) of the Food, Drug and Cosmetic Act.

### MOULD EXCLUSION

We will not pay anything in respect of any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising out of:

- (a) any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, discharge, dispersal, seepage, migration, absorption, release, or escape of any mold, mildew, fungi, mycotoxins or organic pathogens in any form from any source, at any time;
- (b) the prevention of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, discharge, dispersal, seepage, migration, absorption, release, or escape of any mold, mildew, fungi, mycotoxins or organic pathogens in any form from any source; and
- (c) any testing, monitoring, clean up, removal, containment, treatment, disposal, detoxifying, neutralising or in any way responding to or assessing the effects of mold, mildew, fungi, mycotoxins or organic pathogens in any form from any source, at any time.

## PARTICIPANTS EXCLUSION CLAUSE

This Policy does not cover liability in respect of *Personal Injury* or *Property Damage* arising out of the participation in any sport, game, or amusement involving bodily contact with persons, *machines or devices*.

*Machines or devices* means machines or devices designed to challenge the user to contest of strength and/ or other physical skill.

**PHARMA API EXCLUSION - ROW**

## Pharmaceutical Exclusion List

<b>API or Class of drugs</b>	<b>ATC Code</b>
Aegeline	
Astemizole	R06AX11
Benfluorex	A10BX06
Bromfenac	S01BC11
Canthaxanthin	
Cathine (norpseudoephedrine)	A08AA07
Cerivastatin	C10AA06
Cisapride	A03FA02
Clobenzorex	A08AA08
COX-2 Selective Inhibitors (APIs belonging to this group are e.g. rofecoxib, valdecoxib and celecoxib etc)	M01AH/ L01XX33
Danthron	A06A
Dexfenfluramine	A08AA04
Diethylstilbestrol (DES)	G03CB02
Dimethylamylamine (DMAA)	
Encainide	C01BC08
Ethylamphetamine	A08AA06
Fenfluramine	A08AA02
Flosequinan	C01DB01
Germanium	
Halogenated 8-Hydroxyquinolines	
Leflunomide	L04AA13
Mefenorex	A08AA09
Mibefradil	C08CX01
Nefazodone	N06AX06
Phenylpropanolamine (PPA)	R01BA01/ R01BA51
Rapacuronium	
Remoxipride	N05AL04
Retinoids (APIs belonging to this group are for example retinoic acid, retinol, retninal, tretinoin, isotretinoin, alitretinoin, etretinate, acitretin)	D10AD/ D10BA/ D05BB
Rimonabant	A08AX01
Temafloxacin	J01MA05
Terfenadine	R06AX12
Thalidomide	L04AX02
Thimerosal / Thiomersal	D08AK06
Troglitazone	A10BG

**PHARMA API EXCLUSION – US**

Pharmaceutical Exclusion List for US exposure

<b>API or Class of drugs</b>	<b>ATC Code</b>
Aegeline	
Alosetron	A03AE01
Amiodarone	C01BD01
Apomorphine	G04BE07/ N04BC07
Astemizole	R06AX11
Attention-Deficit Hyperactivity Disorder (ADHD) Drugs (APIs belonging to this group are e.g. methylphenidate, atomoxetine and amphetamine)	N06BA
Atypical Antipsychotics (APIs belonging to this group are e.g. loxapine, clozapine, olanzapine, quetiapine, risperidone etc)	N05A
Benfluorex	A10BX06
Bisphosphonates (APIs belonging to this group are e.g. alendronate, etidronate, ibandronate, pamidronate, risedronate, tiludronate, zoledronic acid etc)	M05BA/ M05BB
Botulinum Toxin Type A and B	M03AX01
Bromfenac	S01BC11
Bromocriptine	G02CB01/ N04BC01
Bupropion	N06AX12
Butorphanol	N02AF01
Canthaxanthin	
Cathine (norpseudoephedrine)	A08AA07
Cerivastatin	C10AA06
Cisapride	A03FA02
Clindamycin	D10AF01/ G01AA10/ J01FF01/ D10AF51
Clobenzorex	A08AA08
Contraceptives	
COX-2 Selective Inhibitors (APIs belonging to this group are e.g. rofecoxib, valdecoxib and celecoxib etc)	M01AH/ L01XX33
Cyclic Guanosine Monophosphate (cGMP)-Specific Phosphodiesterase Type 5 (PDE5) Inhibitors (APIs belonging to this group are e.g. sildenafil, vardenafil, tadalafil)	G04BE
Danthron	A06A
Dexfenfluramine	A08AA04
Diethylstilbestrol (DES)	G03CB02
Dimethylamylamine (DMAA)	
Dronedarone	C01BD07
Encainide	C01BC08
Ephedrine and related substances as for example pseudoephedrine and phenylephrine	R01AA03/ RO3CA02/ A08AA56/ S01FB01/ S01FB02
Ethylamphetamine	A08AA06
Fenfluramine	A08AA02

Fibrates when used in combination with any statin	C10AB/ C10AA
Flosequinan	C01DB01
Germanium	
Grepafloxacin	J01MA11
<b>API or Class of drugs</b>	<b>ATC Code</b>
Halogenated 8-Hydroxyquinolines	
Hormone Replacement Therapy (HRT) Products	
Hydroquinone	D11AX11
Intranasal products containing Zinc	
Itraconazole	J02AC02
Leflunomide	L04AA13
Mefenorex	A08AA09
Methadone	N07BC02/ N02AC52
Mibefradil	C08CX01
Nefazodone	N06AX06
Oxycodone	N02AA05/ N02AA55
Phentermine	A08AA01
Phenylpropanolamine (PPA)	R01BA01/ R01BA51
Rapacuronium	
Remoxipride	N05AL04
Retinoids (APIs belonging to this group are for example retinoic acid, retinol, retrinal, tretinoin, isotretinoin, alitretinoin, etretinate, acitretin)	D10AD/ D10BA/ D05BB
Rimonabant	A08AX01
Selective Serotonin Reuptake Inhibitors (SSRIs) (APIs belonging to this group are e.g. fluoxetine, paroxetine, fluvoxamine and citalopram)	N06AB
Serotonin-Norepinephrine Reuptake Inhibitors (SNRIs) (APIs belonging to this group are e.g. duloxetine, venlafaxine)	N06AX
Sibutramine	A08AA10
Skin Whitening or Lightening Agents	
Statins when used in combination with any fibrate	C10AA/ C10AB
Sumatriptan	N02CC01
Tegaserod Maleate	A03AE02
Temafloxacin	J01MA05
Terfenadine	R06AX12
Thalidomide	L04AX02
Theophylline	R03D
Thiazolidinediones (APIs belonging to this group are e.g. pioglitazone, rosiglitazone and troglitazone)	A10BG
Thimerosal / Thiomersal	D08AK06
Trovafloxacin, Alatrofloxacin	J01MA13
<b>Contrast agents</b>	<b>ATC Code</b>
Gadolinium-containing contrast agents	

<b>Herbal remedies</b>	<b>ATC Code</b>
Aristolochia	
Country mallow (heartleaf)	
Ephedra (Synonyms: Ma Huang, amsania, brigham tea)	
Garcinia (Garcinia cambogia)	
Kava – Kava (Synonyms: Piper methysticum, ava root, ava pepper shrub)	
Khat (i.e. Catha edulis, Cat, Chat, Gad, Kaht, Miraa, and Tschut)	
Usnea	

<b>Implant</b>	<b>ATC Code</b>
Liquid silicon-based implants	
Transvaginal mesh	

<b>Organs, tissues and products made from them, both of human or animal origins</b>	<b>ATC Code</b>
Diseases caused by such products, e.g. HIV, Hepatitis B virus, Hepatitis C virus, Treponema pallidum, TSE	

## PHARMACEUTICAL/ HERBICEUTICAL PRODUCTS EXCLUSION

Zurich Kotak General Insurance shall not be liable for any loss, demand, claim or suit whatsoever arising in respect of any of any pharmaceutical product(s), drug(s), medication(s) (whether ethical or not) or product(s) listed below.

- Kava Kava (Piper methysticum)
- Passion Flower (Passiflora Incarta)
- Ephedra or Ephedrine (ma-huang)
- Chaparral (Larra trientata)
- Fenfluramine or dexfenfluramine
- Comfrey (Symphtum officinale)
- Aristolochia, Mu Tong and Fang Ji
- Belladonna (Atropa belladonna)
- Broom (Cytisus scoparius)
- Lobelia (Lobelia inflata)
- Penny Royal (Mentha pulegium)
- Phenlpropanolamine (PPA)
- Sassafras ( Sassafras albidium)
- Strychnos wallichiana
- Assurum species
- Euphorbia species

Furthermore, this policy does not cover any liability arising out of:

- Products which have been withdrawn in any market
- Products the sale or distribution of which is prohibited in any market
- Products or ingredients used as contraceptive, fertility, or birth control applications.
- Products marketed specifically to or as beneficial for pregnant or lactating women, or products containing any of the above listed substances or ingredients such as Folic Acid or Raspberry leaf.

Zurich Kotak General Insurance shall have no duty of any kind with respect to any such loss, demand, claim or suit.

## PURE FINANCIAL LOSS EXCLUSION

This policy does not cover all losses measurable in monetary term which does not result from *personal injury* or *property damage* sustained by the claimant.

## PYROTECHNICS EXCLUSION CLAUSE

This policy does not cover any liability in respect of *personal injury* or *property damage* arising out of the use of fireworks, pyrotechnics and/ or explosives.

## SAFETY-CRITICAL AUTOMOTIVE PRODUCTS EXCLUSION

This policy does not indemnify the *insured* or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with any *insured's product* (i) that is incorporated with the *insured's* knowledge in any capabilities of any *motor vehicle*; and (ii) whose functional failure is highly likely to directly lead to severe/serious *personal Injury* or *property damage*.

**SPECIFIC ENTITY EXCLUSION CLAUSE**

We will not pay anything in respect of any liability whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from any one of the following specific entities in the *insured's* group of companies:

<<Insert entity names that need to be excluded>>

## SPECIFIC PRODUCTS AND SUBSTANCES

It is hereby noted and agreed that with effect from xxx , the following amendments are made to the policy:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- a) Urea formaldehyde
- b) Silicon based human implants
- c) AIDS, HIV or HIV related illness
- d) Contraceptives and RU 486
- e) Human biological materials including extracts thereof (e.g blood, plasma, plasmaproteins, immunoglobulins, cells, tissue, organs, urine, excretions etc.)
- f) Genetically modified seeds or organisms
- g) Vaccines
- h) Application or use of polychlorinated biphenyls including polychlorinated biphenyl generated dibenyofurans and dioxins
- i) Tobacco and tobacco related products
- j) The manufacture or supply of all pharmaceutical active ingredients including medical implants;
- k) DES and orally taken oxychonline

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

## NON-AGGREGATION OF LIMITS OF LIABILITY CLAUSE

It is hereby understood and agreed that all contractual parties to this policy, the Master Policy and all International Program Policies agree that for the purpose of the calculation of the Limits of Liability of this policy and all International Program Policies (combined), all payments for compensation (or equivalent terms as defined under each International Program Policy) or additional payments under:

- (i) this policy; and
- (ii) the Master Policy; and
- (iii) all International Program Policies;

(or any combination of the above mentioned policies)

are added up and are limited to the amount of the Limit of Liability of the Master Policy as indicated in the schedule of the Master Policy (hereinafter called Aggregate Limit of Liability).

The Aggregate Limit of Liability shall be the maximum Limit of Liability and payment by Company, in the aggregate, for all loss (or equivalent terms as defined under each International Program Policy) payable under this policy, and the Master Policy, and all International Program Policies combined. It is further understood and agreed that nothing in the Non-Aggregation of Limits of Liability Clause shall be construed to increase:

- the Limit of Liability set forth in the schedule of the Master Policy or any other International Program Policies; or
- our Limit of Liability under this policy as set forth in the schedule of this policy, which shall remain our maximum liability under this policy.

Once the Aggregate Limit of Liability has been reached, no claims will be paid under this policy, even if the respective Limits of Liability of this policy have not been reached.

### **HOLD HARMLESS AGREEMENT – Special Conditions regarding Aggregation**

In the event that the Aggregate Limit of Liability (defined in Non Aggregation of Limits of Liability Clause) is exceeded by any and/or all payments under this policy and/or any or all International Program Policies, the named parent shall reimburse Zurich and/or any partners of Zurich that issued any International Program Policy in respect of any claim or additional payments (or equivalent terms as defined under each International Program Policy) paid by or which has been agreed to be paid by any of the insurers of the International Program Policies in excess of the Aggregate Limit of Liability.

Any amount payable due to the terms of this clause shall be paid by the named parent within twenty-eight (28) days of notice from the other party.

## NOTICE AND AUTHORITY FOR INTERNATIONAL PROGRAMS

It is agreed that the named parent shall act on behalf of the insured and each and every insured with respect to the issuance and development of this policy and all International Program Policies, including all terms, conditions, exclusions and limitations of such International Program Policies, including, but not limited to Non Aggregation of Limits of Liability Clause. It is further understood and agreed that the named parent will inform the insureds of any International Program Policy to be issued.

## TERRITORIAL LIMITS

Subject to the terms and conditions of the policy, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

### **Territorial Limits**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any claim brought outside of the territorial limits of this policy. Under no circumstances will this policy respond to any liability caused by, in connection with or contributed to by or arising from any claim brought in North America, other than in respect of:

- a. products exported to North America; and
- b. business visits to North America by executives or sales persons normally resident of Singapore.

For avoidance of doubt, the terms of this Exclusion apply, even in circumstances where the territorial limits are expressed to be 'Worldwide' in the schedule.

**PUBLIC AND PRODUCTS LIABILITY INSURANCE**

Endorsement No 1	<i>Products Recall</i>
Attaching and forming part of	
In the Name of	Autoliv AB
Period of Insurance	<<XXXX>>
Endorsement Issued	<<XXXX>>

Notwithstanding Exception 2, 7 (b) and Exception 11 of this Policy, it has been noted and agreed that this Policy is endorsed as follows and except to the extent which it is hereby modified, the terms, conditions, limitations and exceptions of above noted Policy shall apply.

All *Recalls* or series of *Recalls* arising out of the same *Event* shall constitute one *Event* subject to one *Self-Insured Retention* and one *Limits of Indemnity*, being the Self-Insured Retention and Limit of Indemnity applicable to the first Recall.

**1. Subject-matter of Insurance**

**1.1.** The insurance shall cover the legal liability of the Insured in respect of *Financial Losses* incurred to avoid the risk of *Bodily Injury* and/or damage to *Property* for which recourse is taken to the Insured (third-party *Recall*).

- due to established or, based on objective facts, presumed defects in *Products* manufactured including but not limited to blending, mixing, compounding, packaging or labelling including instructions for use, design, installation, application, specification, supplied or distributed by the Insured, or
- due to orders and/or threatened and/or expected orders or other action by the authorities requiring a Recall
- due to actual, alleged or threatened, intentional, malicious and wrongful alteration of the Insured's Products by any person, whether or not an *Employee* of the Insured, so as to render it unfit or dangerous for its intended use or to create such an impression to the public

Insurance cover shall extend also to recalls which the Insured conducts in fulfilment of legal obligations under the aforementioned preconditions and through which the Insured incurs *Financial Loss*(first-party *Recall*).

**1.2.** This Policy shall cover any *Recall* notified as per section 4.1 of this endorsement) during the Period of Insurance, however Endorsement 20 of this policy applies

For costs incurred due to **Recall** of **Products** delivered prior to <<xxx>>(the original inception date of this Endorsement) insurance cover shall be granted subject only to Special Agreement.

**Special Agreement:**

It has been specifically agreed that insurance cover has been extended to include cover for any **Recall** notified during the Period of Insurance and arising out of **Products** delivered after <<xxx>>.

- 1.3. This Policy shall also grant the Insured defence against indemnity claims from third-party **Recalls**. This cover forms part of the limit provided for in this Endorsement
- 1.4. If during the Policy Period, the General Counsel of the Master Insured becomes aware of circumstances which could in their reasonable opinion give rise to a Recall and the Insured gives a written notice of such circumstances as per section 4.1 to the Insurer then any Recall(s) arising from such circumstances shall be deemed to have been notified during the Policy Period.
- 1.5. "**Recall**" shall be regarded as any request by the Insured (first-party **Recall**) or by a competent authority or by any other third party legally obligated or entitled to demand **Recalls** (third-party **Recall**) to end consumers, traders supplying end consumers, authorized or other workshops stocking either **Products** of the Insured or products which in turn contain **Products** of the Insured to have putative defects inspected by the Insured or by an authorized body and/or, if necessary, to have any determined defects remedied or have any other specifically named measures conducted.

The decision by the Insured to initiate a first-party recall shall be in accordance with relevant parts of the Quality and **Products Recall** manuals of the Insured.

**2. Insured costs**

The Policy shall within the framework of a **Recall** exclusively cover the costs specified in the following. Where the risk can be eliminated by means of various measures covered under the Policy, insurance cover shall apply only to the most favourable overall measure in terms of cost.

The Policy shall cover the necessary costs related to

- 2.1 informing and warning the distribution network, and, if necessary, also the general public;
- 2.2 complying with relevant legislation, regulations, and other government directives directly and solely in connection with a covered **Recall**;
- 2.3 returning and transporting the **Products** to one or several collection points;
- 2.4 the disposal or destruction of the recalled **Products**;
- 2.5 sorting recalled **Products**;
- 2.6 proper and expert (intermediate) storage of the **Products** concerned over a period of maximum six months commencing from the first day of storage;

- 2.7 examining whether exchange or replacement measures are necessary;
- 2.8 exchanging defective **Products** or their individual components (also based on the results of adequate spot checks), whereby insurance cover shall not apply to subsequent or new deliveries of defective **Products** or individual components where the actual and specific fault or defect has been clearly identified; insurance shall only cover the costs of dismantling defective parts and assembling fault-free individual components if the risk cannot be remedied more favourably by providing fault-free products;
- 2.9 repair measures without the need to exchange **Products** or their individual components, as well as replacement or retrofitting measures, only if the risk cannot be remedied more favourably by providing fault-free **Products**;
- 2.10 hiring additional staff and third parties and/or overtime worked by the Insured's regular staff, additional staff and third parties, provided that such costs are exclusively expended on conducting the **Recall**;
- 2.11 transportation and accommodation costs of personnel including additional staff and third parties, incurred exclusively for the purpose of such **Recall**
- 2.12 the necessary transportation of fault-free **Products** or individual components subsequently or newly delivered from the place of performance of the original delivery to the location where risk-aversion measures are being taken. Where the costs of direct transportation from the Insured to the location where risk-aversion measures are being taken are more favourable than the above-mentioned transportation costs, only the costs of direct transportation shall be covered;
- 2.13 the necessary transportation costs to the location where risk-aversion measures are being taken incurred by end-consumers as a consequence of the recall,
- 2.14 the necessary performance and success controls;
- 2.15 returning the repaired or replaced **Products** including packaging to the receiver

### 3. Conditions

#### 3.1 Defence against unlawful orders by authorities

The Insurer shall be entitled but not obliged to institute at his own cost and on behalf of the Insured measures against the issuance of an unlawful order by the authorities.

### 4. Obligations

#### 4.1 Claim Notification

If the General Counsel of the **Master Insured** becomes aware of circumstances which could in their reasonable opinion give rise to a **Recall** loss exceeding the **Self-Insured Retention**, the Insured shall give a written notice without unnecessary delay to the Insurer, stating the nature and possible extent of the loss and any measures to be taken.

Or

If the General Counsel of the Master Insured becomes aware of a **Recall** loss exceeding the **Self-Insured Retention** the Insured shall give written notice without unnecessary delay to the Insurer

**4.2 Change of risk**

Every change materially affecting the facts or circumstances, degree or amount of risk existing at the commencement of this insurance or at any subsequent renewal date shall be notified in writing to the Insurer as soon as reasonably practicable after such change comes to the notice of the Insured or any officer or representative of the Insured. On receipt of such notice the Insurer may vary the terms of this Policy and charge an additional premium as the Insurer may determine appropriate in the circumstances.

**4.3 Obligation to minimise losses**

In the event of a loss the Insured, his representatives and authorized agents shall ensure that the **Recall** is conducted as efficiently and cost-effectively as possible.

**4.4 Mutual support**

In the event of a loss each party shall assure the other of any and every meaningful and reasonably necessary support.

**4.5 Recall and organization**

The Insured shall maintain a written standard as presented to the Insurer so that losses can be avoided or kept to a minimum.

**5. Exceptions**

The Policy shall not cover the following:

**5.1 Financial Losses** incurred in connection with a **Recall** arising out of circumstances of which the Insured gave written notice under a policy of insurance issued to the Master Insured and providing product recall coverage that incepted before this Policy, but only if coverage was accepted for such Recall under such prior policy.

**5.2** costs for necessary replacement parts. Costs for repair measures to defective **Products** shall be covered within the framework of paragraph 2.8 of this Endorsement.

**5.3** fines and penalties as well as costs of criminal administrative proceedings;

**5.4 Recalls** as a result of changes in taste among customers, seasonal sales fluctuations, the competitive situation, actual or presumed defectiveness of a competitor's product;

**5.5 Recalls** resulting from deliberate deviations on the part of the **Company Management** from legal requirements or regulations and/or warnings by authorities as well as from written instructions or conditions issued by the customer or supplier of the Insured;

**5.6 Recalls** in respect of genetically engineered **Products**;

**5.7 Recalls** as a consequence of war, civil war, strikes or riots, If necessary it shall be incumbent upon the Insured to prove that the loss was due to an event other than the aforementioned;

- 5.8 **Recalls of Products** which at the time of the **Recall** had not yet been delivered or handed over to a party other than the Insured.
- 5.9 consequential losses, such as business interruption, loss of production and lost profits on the part of the Insured.

Consequential losses, such as business interruption, loss of production and lost profits on the part of a third party is subject to a sub-limit of US\$ 5,000,000 any one **Event** and in any one Period of Insurance, forming an integrated part of the limit of this Endorsement and the Policy Limit of Liability.

- 5.10 **Recalls** following losses due to circumstances of which the Insured was aware of or must have been aware of prior to <<xxx>> (the original inception date of this Endorsement)
- 5.11 **Recalls** in respect of **Products** involving asbestos hazard or exposure; or
- 5.12 **Recalls** in respect of **Products** in aircraft.
- 5.13 any loss which is covered under Endorsement 7 (“Access and Restoration Costs”) of this Policy
- 5.14 deliberate failure by the **Company Management** to adhere to any governmental agencies, industry or similarly recognised body’s regulations and requirements for the testing of the Insured’s **Products**

All other terms and conditions of the Policy remain unaltered

**RETROACTIVE DATE**

Endorsement No N	<i>Special Agreement – Retroactivity</i>
Attaching and forming part of	
In the Name of	Autoliv AB
Period of Insurance	<<xxx>>
Endorsement Issued	<<xxx>>

Notwithstanding 1.2 in *Endorsement 1 Products Recall* to this **Policy**, it has been noted and agreed that this **Policy** is endorsed as follows and except to the extent which it is hereby modified, the terms, conditions, limitations and exceptions of above noted **Policy** shall apply.

It is specifically agreed that this **Policy** is extended to cover any **Recall** that may now or in the future result from any of the circumstances reported in the following Loss Warnings:

[INSERT LIST OF LOSS WARNINGS – if any Loss Warning will develop into a Recall prior to 1 May 2025 it will be removed from the list below as it would trigger the 2024 policy.]

1. ARC Inflators, sent to Zurich Insurance plc on 21 September 2023
2. FORD Buckle Chime, sent to Zurich Insurance plc on 20 March 2024
3. Etc...

## FINANCIAL INTEREST COVER

1. In this Endorsement:

“the parent company” means **(Name of the Parent Holding Company)**

“company” or “companies” means the entities, each of which is a subsidiary, associated or affiliated company of the parent company, located in the countries or territories listed in the appendix to this endorsement or any other countries or territories whose laws prohibit the Insurer from covering or paying a loss under difference in conditions insurance or difference in limits insurance.

2. Companies are not insured under this policy and have no rights under it.
3. The parent company is covered under this policy:
  - (a) In respect of its contractual liability (if any) to indemnify a company against loss or liability, to the extent that such loss or liability would have been covered under the terms of the policy if incurred by the parent company (“relevant loss of liability”). The insurable interest of the parent company arises by virtue of the loss that it incurs in indemnifying the company in respect of the relevant loss or liability.
  - (b) Against the risk that it suffers devaluation of its shares in a company as a direct result of that company incurring loss or liability that would have been covered under the terms of the policy if incurred by the parent company (“relevant loss or liability”). For the purposes of this endorsement the amount of the loss that the parent company suffers through such devaluation (which constitutes the parent company’s insurable interest) shall be deemed to be equivalent to the relevant loss or liability.
4. For the purpose of this endorsement:
  - 4.1 References in the policy to (a) its subject matter and (b) the insured’s interest therein shall be read (mutatis mutandis) as references respectively to (a) the property or business in which a company is interested which may give rise to relevant loss or liability and (b) such interest therein.
  - 4.2 The parent company is deemed to know all material matters known to that company, whenever they arise (however non-disclosure or misrepresentation of such matters on placement or renewal shall not adversely affect the parent company’s cover under the policy other than in respect of that company).

- 4.3 The parent company shall report, notify and pay in accordance with the terms of the policy. The parent company shall discharge all other obligations under the policy by arranging for the company to take the appropriate steps.
- 4.4 If any recoveries are made by or on behalf of that company, the parent company shall pay insurers an amount equal to the share they would have received if such recoveries had been obtained by the parent company.
5. The terms of this endorsement shall prevail in the event of conflict with any other provisions of this policy.

## Appendix

[List of countries]

## NON-ADMITTED DISCLAIMER

The policy will be in excess of US\$ XXXX Each Occurrence and in the Aggregate in the below listed territories for General Aggregate Limit/Products Liability Aggregate

Coverage under this policy is being provided on a non-admitted basis at the instruction of the **Insured** and is not a substitute for compliance with admitted insurance regulation in any of the territories listed below. It is the responsibility of the **Insured** to ensure compliance with regulations, if any, that are applicable in such covered territory.

- A) Xxx
- B) Xxx
- C) Xxx

Claims from the **Insured's Business Activities** in any territory where non-admitted insurance is not permitted are the Insured's responsibility to handle. Insurer will pay any applicable costs/losses as per the Financial Interest Cover Endorsement. Any and all costs, taxes, penalties incurred by the **Insured** as a result of this are solely the responsibility of the **Insured**.

**LIST OF ENDORSEMENTS / EXTENSIONS:**

SI No	Name of the Add-on Cover	UIN
1.	Additional payments	IRDAN152CPLB0550V01202526/A0551V01202526
2.	Automatic acquisition clause	IRDAN152CPLB0550V01202526/A0552V01202526
3.	Claims series clause	IRDAN152CPLB0550V01202526/A0553V01202526
4.	Compensation for court attendance	IRDAN152CPLB0550V01202526/A0554V01202526
5.	Joint venture	IRDAN152CPLB0550V01202526/A0555V01202526
6.	Medical expenses	IRDAN152CPLB0550V01202526/A0556V01202526
7.	Overseas personal liability	IRDAN152CPLB0550V01202526/A0557V01202526
8.	Data Protection Legislation endorsement	IRDAN152CPLB0550V01202526/A0558V01202526
9.	2 Year Long Term Agreement	IRDAN152CPLB0550V01202526/A0559V01202526
10.	Acts of Tenants	IRDAN152CPLB0550V01202526/A0560V01202526
11.	Additional Insured - Vendor's Liability	IRDAN152CPLB0550V01202526/A0561V01202526
12.	All Costs Inclusive Clause	IRDAN152CPLB0550V01202526/A0562V01202526
13.	Batch Clause	IRDAN152CPLB0550V01202526/A0563V01202526
14.	Breach of Warranties / Conditions	IRDAN152CPLB0550V01202526/A0564V01202526
15.	Demonstration & Exhibition Endorsement	IRDAN152CPLB0550V01202526/A0565V01202526
16.	Misdescription	IRDAN152CPLB0550V01202526/A0566V01202526
17.	Nominated Adjusters	IRDAN152CPLB0550V01202526/A0567V01202526
18.	North American Jurisdiction Conditions	IRDAN152CPLB0550V01202526/A0568V01202526
19.	First & Third Party Recall Costs Endorsement	IRDAN152CPLB0550V01202526/A0569V01202526
20.	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion	IRDAN152CPLB0550V01202526/A0570V01202526
21.	Alcohol Health Hazards Exclusion	IRDAN152CPLB0550V01202526/A0571V01202526
22.	Biological Agents/ Communicable Disease/ Fungi/ Bacteria Exclusion	IRDAN152CPLB0550V01202526/A0572V01202526
23.	Bushfire Liability Exclusion	IRDAN152CPLB0550V01202526/A0573V01202526
24.	Cannabis Exclusion Clause	IRDAN152CPLB0550V01202526/A0574V01202526
25.	Cyber Risks Liability Exclusion	IRDAN152CPLB0550V01202526/A0575V01202526
26.	Design Exclusion	IRDAN152CPLB0550V01202526/A0576V01202526
27.	Efficacy Exclusion	IRDAN152CPLB0550V01202526/A0577V01202526
28.	Entertainment Performers & Crew Exclusion	IRDAN152CPLB0550V01202526/A0578V01202526
29.	Failure to Supply Exclusion	IRDAN152CPLB0550V01202526/A0579V01202526
30.	Genetically Modified Organism Exclusion	IRDAN152CPLB0550V01202526/A0580V01202526
31.	Trafficking Exclusion	IRDAN152CPLB0550V01202526/A0581V01202526
32.	Intellectual Property Exclusion	IRDAN152CPLB0550V01202526/A0582V01202526

33.	Known Claims and Circumstances Exclusion	IRDAN152CPLB0550V01202526/A0583V01202526
34.	Marine Liability Exclusion	IRDAN152CPLB0550V01202526/A0584V01202526
35.	Medical Devices Exclusion	IRDAN152CPLB0550V01202526/A0585V01202526
36.	Mould Exclusion	IRDAN152CPLB0550V01202526/A0586V01202526
37.	Participants Exclusion Clause	IRDAN152CPLB0550V01202526/A0587V01202526
38.	Pharma API Exclusion - ROW	IRDAN152CPLB0550V01202526/A0588V01202526
39.	Pharma API Exclusion – US	IRDAN152CPLB0550V01202526/A0589V01202526
40.	Pharmaceutical/ Herbaceutical Products Exclusion	IRDAN152CPLB0550V01202526/A0590V01202526
41.	Pure Financial Loss Exclusion	IRDAN152CPLB0550V01202526/A0591V01202526
42.	Pyrotechnics Exclusion Clause	IRDAN152CPLB0550V01202526/A0592V01202526
43.	Safety-Critical Automotive Products Exclusion	IRDAN152CPLB0550V01202526/A0593V01202526
44.	Specific Entity Exclusion Clause	IRDAN152CPLB0550V01202526/A0594V01202526
45.	Specific Products and Substances	IRDAN152CPLB0550V01202526/A0595V01202526
46.	Non-Aggregation of Limits of Liability Clause	IRDAN152CPLB0550V01202526/A0596V01202526
47.	Hold Harmless Agreement – Special Conditions regarding Aggregation	IRDAN152CPLB0550V01202526/A0597V01202526
48.	Notice And Authority for International Programs	IRDAN152CPLB0550V01202526/A0598V01202526
49.	Territorial Limits	IRDAN152CPLB0550V01202526/A0599V01202526
50.	Public and Products Liability Insurance	IRDAN152CPLB0550V01202526/A0600V01202526
51.	Retroactive Date	IRDAN152CPLB0550V01202526/A0601V01202526
52.	Financial Interest Cover	IRDAN152CPLB0550V01202526/A0861V01202526
53.	Non – Admitted Disclaimer	IRDAN152CPLB0550V01202526/A0862V01202526