

**Zurich Kotak General Insurance Company (India) Limited.**  
(Formerly known as Kotak Mahindra General Insurance Company Limited)

**Registered Office:** 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

**ZK - 24-25/v1**

## Maxima Product Liability Insurance Endorsement Wordings

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

### Batch Clause Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

That the insurance provided under this **Policy** with respect to **Bodily Injury** and/or **Property Damage** resulting from the **Insured's Products** shall apply as follows:

Should a batch(es) of merchandise or products from one prepared or acquired lot or processing method or attributable to one underlying cause after being sold, cause **Bodily Injury** and/or **Property Damage** to more than one person, all such **Bodily Injury** and/or **Property Damage** resulting from such batch(es) or lot(s), shall be considered as resulting from one common **Accident**, directly caused by **Insured's Products** and the date on which the **Insured** receives the first indication or knowledge of the **Claim**, will determine the policy year

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### Chemical Product Exclusion List Endorsement- Specific to Chemical Sector

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any loss in connection with the **Insured's** manufacturing or sales of following chemicals

- 2, 3, 7, 8-TCDD (2, 3, 7, 8-tetrachlorodibenzo-p-dioxin);
- Formaldehyde
- Urea Formaldehyde
- MTBE (methyl tertiary-butyl ether)
- Personal injury caused by the inhalation of crystalline silicon dioxide (SiO<sub>2</sub>)
- Lead/Lead paint
- Mercury
- Phthalates
- Persistent Organic Pollutants such as Aldrin, Chlordan, DDT, Dioxin, Endrin, Furan, Heptachlor, Hexachlorbenzen, Mirex, PCBs, Toxaphen or any materials containing any of the mentioned substances in whatever form or quantity
- Agent Orange
- Benlate (benomyl)
- Organotin compounds like: Monobutyl Tin (MBT), Dibutyl Tin (DBT), Tributyl Tin (TBT)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### Financial Loss Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** for any **Loss** arising due to an **Accident** which occurs due to or arises out of a defect in a **Product** which is sold or supplied in the course of the **Insured's Business** and which results in **Financial Loss**, provided that:

- a. the **Accident** takes place during the **Period of Insurance**
- b. the **Accident** takes place in a Territory specified in the **Schedule**
- c. the sub-limit specified in the **Schedule** is the maximum,

responding to the **Claim**.

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.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

- Fire retardants such as : Tetrabromobiphenol-A (TBBA), Brominated Diphenyl Ethers (BPE), Polybrominated Diphenyl Ethers (PBPE), Decabrom Biphenyloxide
- Chlorinated Fluorocarbons (CFC)
- Chromated Copper Arsenate (CCA)
- Bis-phenol A
- Biocides such as: Triclosan, Pyrethoide, Dichlofluanid, Tebuconazol, Propiconazol, Lindan, Kathan
- Chrome VI
- Sulfonyl urea
- Perchlorethylene/Tetrachloroethylene
- Trichloroethylene
- Atrazine
- Short-Chain-Chlorinated-Paraffins(SCCPs)
- Beryllium
- Bensole
- XXXXXXX
- XXXXXXX

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s):

total and cumulative liability of the **Insurer** in respect of any and all **Claims** under this Extension during the **Policy Period**;

- d. the **Financial Loss** due to the **Product(s)** was incurred during the **Policy Period** and such **Product(s)** were manufactured, sold, handled or distributed on or after the **Retroactive Date** specified in the **Schedule**;
- e. there was unqualified acceptance of the **Product** by the **Insured's** customer;
- f. there was a need for the **Product** to be recalled, replaced or reworked

The **Insurer's** liability, pursuant to this Extension, for **Loss** incurred by the **Insured** will be in excess of the **Financial Loss Deductible** amount specified in the **Schedule** for any one **Financial Loss Accident**. The **Insurer** will be liable for the **Financial Loss**

**Deductible** amount which will remain uninsured. If the **Insurer** advances any **Loss** for which the **Deductible** applies under the **Policy**, the **Insured** agrees to reimburse the **Insurer** immediately to the full extent of the **Deductible** upon the **Insurer** notifying the **Insured** of the **Loss** so advanced.

For the purpose of determining the applicability of the sub-limit and the **Financial Loss Deductible** applicable under this Extension, all **Financial Loss** arising out of, due to the same **Accident** shall be considered as arising out of one **Financial Loss** event. It is agreed that there shall be no limit to the number of payments resulting from one **Financial Loss** event which may be made by the **Insurer** until the sub-limit has been reached.

It is hereby agreed and understood that the insurance cover provided under this Extension is subject to the terms, extensions, Exclusions and General Conditions contained in the **Policy** or endorsed thereon. Without prejudice to the generality of the foregoing, the General Conditions as applicable to **Claims** covered under the **Policy** shall apply mutatis mutandis to **Claims** made in respect of **Financial Loss** covered under the **Policy**, unless repugnant to the context or contrary to **Policy** terms made specifically applicable to **Claims** made in respect of **Financial Loss**.

#### Definitions applicable to this Extension

**Financial Loss** means a pecuniary loss or expense not incurred in respect of **Bodily Injury** and/ or **Property Damage** (unless such damage consists solely of sudden physical damage to **Products** after such **Products** have been put to their intended use), sustained by any of the **Insured's** customers resulting from the defective or harmful condition of the **Insured's Products** or their failure (or any part thereof) to perform the function for which they were supplied to the customer by the **Insured**.

#### Exclusions Applicable to this Extension

With respect to this Extension, the **Insurer** shall not be liable to make payment under this **Policy** for any **Loss** directly or indirectly based upon, caused by, connected with, in any way involving, attributable to or arising out of:

- Advice, design, specification or formulae given by the **Insured** which is not pursuant to the supply of the **Insured's Products**; or which is given for a fee;
- Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
- Fraud, dishonesty, deceit or injurious falsehood or passing off or defamation or infringement of patent copyright trade mark or trade name or other form of intellectual property;
- Liability assumed where the **Insured** may have been able to recover from another party but for an agreement between

the **Insured** and such party where the **Insured** has waived, released or abandoned any right of recourse or recovery against any party;

- Failure of the **Insured** to take reasonable steps to prevent the **Financial Loss**;
- Breach of trust, breach of warranty of authority or breach of duty owed to shareholders, investors or partners by any director or officer;
- Liability arising from interactions between a computer or electronic system:
  - belonging to the **Insured**; or
  - for which the **Insured** is responsible; or
  - which is being operated on behalf of the **Insured**and a computer or electronic system of a third-party
- The design, planning or supervision of building or construction works and any testing or advisory activity in connection therewith;
- The estimation of construction, manufacturing or other costs;
- **Losses** incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae;
- **Pollution**
- **Loss** of use of tangible property which has not been physically damaged or destroyed;
- Pure financial loss such as loss of goodwill or loss of market.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Blending and Mixing Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity** for any **Accident** happening during the **Period of Insurance** in respect of all sums that the **Insured** shall become legally liable to pay for **Bodily Injury** and/or **Property Damage** arising from:

- a. A **Defect** to or in an **End Product** caused where a **Product** is an ingredient or additive incorporated into or forming a part of an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

or

- b. A **Defect** to or in an **End Product** caused where a **Product** or part thereof contaminates an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

Such indemnity will also include legal liability of the **Insured** for consequential losses directly arising from a **Claim** under paragraphs a. or b. of this Extension.

For purposes of this Extension

- An **End Product** means material property that is not a **Product** of the **Insured** under this **Policy**.
- A **Defect** shall have the ordinary meaning of a defect but shall also include circumstances where the **End Product** is not fit for purpose.
- Any contractual liability exclusion within this **Policy** shall not apply to the extent that it excludes implied contract terms under statute relating to quality and fitness for purpose.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

For Zurich Kotak General Insurance Company (India) Limited.

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#### **Opioid Exclusion – USA.**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any liability for **Bodily Injury** and/ or **Property Damage** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

- 1) Any actual or alleged abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:
  - a. Opioid or narcotic drug, Opioid or narcotic medication or opioid or narcotic substance of any type, nature or kind including, but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone or naloxone or;
  - b. Any controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law
- 2) Any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behaviour relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in

1. above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;

- 3) Any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above;
- 4) Any advertisements, warranties, representations, literature, marketing or informational materials related to any substance referenced in 1. above; or
- 5) Any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any substance referenced in 1. above

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

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This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Pharmaceutical Products Exclusion List**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any Liability arising out of **Bodily Injury** and/ or **Property Damage** due to the following substances sold or manufactured by the **Insured**:

- i. Diethylstilbestrol ("DES");
- ii. Any **Product** containing Phenylpropanolamine (PPA) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any **Product**;
- iii. Fenfluramine, Dexfenfluramine and Phentermine alone or in combination with other active substances which induce an increase in serotonin levels;
- iv. Any **Product** containing Fluoxetine or any of its salt in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- v. Any **Product** containing Methylphenidate (MPH) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vi. Any **Product** containing Thalidomide, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vii. Any **Product** containing Thiomerosal (Thimerosal) or organomercurials or mercury or any of its salts which causes or allegedly causes directly or indirectly neurotoxic effects or any form of harm to the central nervous system of humans
- viii. **Personal Injury** resulting from errors in production or manufacturing, or as respects vaccines produced solely for use in animals is covered.
- ix. AIDS vaccines, irrespective of their method of manufacture;
- x. **Products** designed for use in human medicine and manufactured using human or animal organic materials which cause or allegedly cause directly or indirectly infection with any form of infectious agent (e.g. HIV virus or AIDS or early stages of AIDS, any other virus, bacteria, fungi, prions etc.) including but not limited to human or animal blood, sperm, organs, bodily fluids or excreta; provided, however, that this exclusion shall not apply as respects products (other than vaccines) which have

been tested for the absence or presence of an infectious agent using State-Of-The Art methods and in which the infectious agent has been rendered inactive.

- xi. Any **Product** containing silicone which is in any form implanted or injected in the body;

In addition to the above general pharmaceutical exclusion list, the following critical products/active ingredients need to be excluded if they form or have formed part of the **Insured's Product** portfolio:

- Amphetamines
- Alosetron
- Cisapride
- Lymerix
- Paroxetine
- Troglitazone
- Amiodarone
- Apomorphine
- Astemizol
- Bromfenac
- Bromocriptin
- Bupropion
- Butorphanol
- Canthaxanthin
- COX -2 Inhibitors
- Dicyclomine
- Dorbandex (Danthron)
- Encainide
- Ephedrines/Pseudoephedrines
- Estrogenes /Progestrogenes
- Ethisterone
- Flosequinan
- Germanium
- Glitazone
- Grepafloxacin

- Hormone Replacement Therapy Products
- Hydroquinone
- 8-Hydroxyquinolones
- Itraconazol
- Kava-Kava
- Leflunomide
- Levonorgestrel
- Mibrefradil
- Nefazodone
- Norethisterone acetate
- Oral Contraceptives
- Retinoic acid
- Rapacuronium
- Remoxiprid
- Sibutramin

- Sildenafil, Vardenafil, Tadalafil
- Sumatriptan
- Temafloxacin
- Terbinafine
- Terfenadine
- Theophyllin
- TNF-Blocker
- Trovafloxacin/Alatrofloxacin
- L-Tryptophan

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Product Guarantee Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers the costs of removal, recovery, repair, alteration, treatment, replacement or destruction of any **Product** or works (or any part of either) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, dispatched or delivered by or on behalf of the **Insured** in the normal course of the **Insured's** business as described in the **Schedule**.

The maximum liability of the **Insurer** shall not exceed the **Limits of Indemnity** specified in Item No. XX of the **Schedule** and within the Territory specified in Item No. XX of the **Schedule**. The **Insurer** will pay in excess of the applicable **Product Guarantee Deductible** as specified in Item No. XX of the **Schedule**.

Exclusions applicable to this coverage

1. Claim or liability for claims arising in connection with **Products** prior to their unqualified acceptance by the **Insured's** immediate customer, acceptance being 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 (where 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 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.
2. Circumstances known to the **Insured** prior to the commencement date of this extension

3. Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
4. Fraud, dishonesty, deceit or injurious falsehood or passing off or infringement of patents, copyright trade mark or trade name or other form of intellectual property;
5. Loss of use of/ defect arising in a **Product** as a result of
  - a. variation in temperature conditions
  - b. after the **Product** is no longer in the custody of the **Insured**.

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that, a claim or claims arising out of a **Covered Accident** shall be for the **Insured's Products** produced in a single manufacturing run or batch i.e. only the claim(s) relating to or involving the entire batch will be considered. A claim or claims for the **Insured's Products** not relating to or not involving an entire batch will not be considered under this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Product Recall Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

##### 1. Insuring Agreement

###### Coverage A - First Party Product Recall Expenses

The **Insurer** will pay the **Insured** for the covered **Product Recall Expense**, which the **Insured** incurs arising out of a **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**. The earliest of the

initial written publication or initial notice to the **Insurer** of the **Covered Accident** must take place during the **Policy Period**, and the **Covered Accident** must take place in the Territory defined in the Item No. XX of the **Schedule**. The amount the **Insurer** will pay is limited as mentioned under **Product Recall Expenses** sub-limited in the **Schedule**.

###### Coverage B - Third Party Product Recall Expense

The **Insurer** will pay the **Insured** for the **Product Recall Expenses** incurred by customers or third parties because the use or consumption of the **Insured's Product(s)** has resulted out of **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**.

## 2. Deductible

The **Insured** will be responsible for the Deductible mentioned in Item XX of the **Schedule**.

The **Insurer** will only pay for loss of any one **Covered Accident** if the amount of **Product Recall Expense**, as the case may be in excess of the **Deductible** and then only up to the applicable limits of insurance mentioned in Item XX of the **Schedule** applicable to this coverage.

If a loss for any one **Covered Accident** is incurred, which is insured under multiple coverage sections, then only one **Deductible** shall apply, which will be the highest applicable **Deductible**.

## 3. Exclusions

The **Insurer** will not pay for the following **Product Recall Expenses**:

- 3.1. Arising out of a decrease in **Product** sales due to loss of customer faith or approval or any costs incurred to attempt an increase in **Product** sales or regain customer confidence, realized subsequent to the announcement of the **Covered Accident**.
- 3.2. Arising out of a recall of any product of a competitor similar to the **Insured's Product**.
- 3.3. For the cost or expense to recalibrate or retool or to design or redesign any **Product**.
- 3.4. Arising out of an intentional act or omission that the **Insured** knew or should have known could reasonably lead to a **Covered Accident**.
- 3.5. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of **Insured's Products**.
- 3.6. Arising from **Insured's** dishonest, wilful, wanton, fraudulent, criminal or malicious act, error or omission.
- 3.7. Arising out of the failure of the **Insured's Product(s)** to accomplish its intended purpose, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/or **Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury** and/or **Property Damage**.
- 3.8. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/or **Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury** and/or **Property Damage**.
- 3.9. Arising out of any pre-existing condition or situation that the **Insured** knew or should have known prior to the initial attachment of coverage under this **Policy** or any predecessor policy issued by the **Insurer** could cause a **Covered Accident**.
- 3.10. Based on the sale of the **Insured's Product(s)** in any jurisdiction after the **Insured** knew or should have known that the **Insured's Product(s)** had been banned or declared unsafe by the governmental authority of that jurisdiction.
- 3.11. Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of **Pollutants**.
- 3.12. Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or relating to any obligation the **Insured** may have to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.
- 3.13. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or **Products** containing lead or leaded materials.
- 3.14. For any **Bodily Injury** and/or **Property Damage**.

- 3.15. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
- 3.16. Which the **Insured** is obligated to pay by reason of an assumption of liability in a contract or agreement that you would not have in the absence of the contract or agreement.
- 3.17. Arising solely as a result of intervention by any governmental or public authority.
- 3.18. Arising from the supply of the **Insured's Product(s)** prior to the **Retroactive Date** shown in the **Schedule**.
- 3.19. Arising out of deliberate or alleged contamination, tamper or adulteration.
- 3.20. Arising prior to the unqualified acceptance of the **Insured's Product(s)** by or on behalf of **Insured's** customers.
- 3.21. Arising directly or indirectly out of or in any way involving any act of **Terrorism**.
- 3.22. For fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.
- 3.23. Arising out of any financial, economic or consequential loss which the **Insured** is legally obligated to pay or is incurred by any third party even if this arises out of a **Covered Accident**.
- 3.24. Arising out of any **Product** which is intended for incorporation into the structure, machinery or controls of any aircraft.

## 4. Definitions

- 4.1. **Covered Accident** – means the recall, removal, recovery of possession or control, or disposal of the **Insured's Product(s)** or any property of which such goods or **Products** form a part, from a distributor, purchaser, or user of the **Insured's Product(s)** because the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/or **Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury** and/or **Property Damage**.
- 4.2. **Product Recall Deductible** - means a specific amount as shown in the **Schedule** that must be deducted by the **Insurer** from a **Loss** when this policy responds to a **Covered Accident**.
- 4.3. **Product Recall Expenses** - means the reasonable and necessary costs the **Insured** incur during the 12-month period commencing on the day of initial notice to the **Insurer** by the **Insured** about the occurrence of a **Covered Accident**, if such costs are incurred exclusively for the recall, recovery, withdrawal, disposal or destruction of the **Insured's Product(s)**.

These costs are limited to the following:

- 4.3.1. Communications to notify others of a **Covered Accident**, including but not limited to, radio and television and internet announcements and printed advertisements;
- 4.3.2. The cost of returning the **Insured's Product(s)** from any purchaser, distributor or user except for the **Insured's** affiliated, subsidiary, and associated manufacturing companies as now exist or may hereafter exist including any handling charges to the place or places the **Insured** designate;
- 4.3.3. The actual cost of disposal of the **Products** less any salvage or scrap value recovery;
- 4.3.4. The extra expense to rent additional warehouse or storage space;
- 4.3.5. The cost to hire additional persons other than the **Insured's** regular employees to assist in the process of communication, shipping and other ancillary, responsibilities arising out of a **Covered Accident**.
- 4.3.6. Remuneration paid to the **Insured's** regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime; and
- 4.3.7. Expenses incurred by employees, including transportation and accommodations, for coverage offered under 1, 2 and 3 above.

4.3.8. The actual cost to redistribute the **Insured's Product** that is recalled and restored or the cost of the distribution of a replacement **Product**; and

4.3.9. The expense to make any repair, recondition, decontaminate or otherwise treat the recalled **Products** to render them marketable.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Product Recall Endorsement with Government Mandated Recall**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Definition 4.1 "**Covered Accident**" is hereby deleted in its entirety and replaced with the following:

"**Covered Accident**" shall mean the recall, removal, recovery of possession or control, or disposal of **Insured Product(s)** from a distributor, purchaser, or user of the **Insured Product(s)**, arising out of the use or consumption of the **Insured Product(s)** resulting in or posing actual or imminent danger of resulting in **Bodily Injury and/ or Property Damage**, provided that such action is:

- i. Ordered by a regularly constituted governmental, federal, state or local regulatory or judicial body; or
- ii. Voluntarily initiated by the manufacturer of a finished product of which the **Insured Product(s)** is a component part, due to

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Sartan Exclusion**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** excludes any Liability for **Bodily Injury and/ or Property Damage** arising out of directly or indirectly from the presence of NDMA or NDEA or NMBA or N,NDimethylformamide {DMF} or any other by-product of the manufacturing process alleged to be a carcinogenic agent in the following products: Azilsartan (Edarbi) Candesartan, (Atacand)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### **Specific Matter Endorsement – Amendment to (1.1) Bodily Injury and/ or Property Damage under Insuring Agreement 1**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will pay all sums which the **Insured** shall become legally liable to pay by way of **Damages** to a third party in respect of **Bodily Injury and/ or Property Damage** arising out of any **Claim** (other than that arising out of Public Liability Insurance Act, 1991)

- First made in writing against the **Insured** during the **Policy Period**
- And which is notified in writing to the **Insurer** during the **Policy Period**
- As a result of an **Accident** which occurs due to or arises out of any product, specified in the **Schedule** under this **Policy**, sold or supplied in the course of the **Insured's** business.
- Provided always that this happens after the **Retroactive Date** shown in the **Schedule** and during the **Period of Insurance**

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

the failure of the **Insured Product(s)**, to prevent or mitigate any **Bodily Injury or Property Damage**.

In view of the above Exclusion 3.17. "Arising solely as a result of intervention by any governmental or public authority" stands deleted.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

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Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan (Micardis), Valsartan (Diovan) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula structure or function as such.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

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- Within the **Territory** and **Jurisdiction** as specified under Item Nos. 9 and 10 in the **Schedule**
- And falls within the purview of the terms and conditions of this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item 5 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)