

## 华泰财险附加第三方产品召回费用保障条款（B款）

请仔细阅读本附加条款，尤其是以下划线标注免除我们责任的条款内容。

本附加条款提供的第三方产品召回费用保障是索赔发生制的保障。除非另有约定，该保障仅适用于第一次书面向您提出且已通知我们的索赔的时间必须在保险期间内。

在本保险单的承保范围条款下，增加以下索赔发生并以通知为条件的第三方产品召回费用保障。

### a. 承保范围

索赔发生制且以通知为条件的第三方产品召回费用保障

- (1) 依据本保险的条件和条款的规定，如果第三方在不超过连续 12 个月的期间内因为适用本保障的**承保产品的缺陷**发生**召回费用**，而您依据法律须对该等**召回费用**承担赔付义务，则我们将补偿您该**召回费用**。

本保障仅适用于在产品召回费用承保明细表所记载的承保地域内发生的**召回费用**。

- (2) 本保障仅在下列情况下适用：

- (a) 该产品是在产品召回费用承保明细表所记载的追溯日后，及保险期间终止前制造、销售、处理和分销的；并且
- (b) 由个人或机构提出的有关该**召回费用**的索赔是在保险期间内第一次以书面向您提出且已通知我们的索赔。

- (3) 本保障不适用于以下**缺陷**、**索赔**、**诉讼**或情况：

- (a) 在保险期间开始前，已全部或部分向我们或其他保险人通知的**缺陷**、**索赔**、**诉讼**或其他情况；或
- (b) 在保险期间开始前，您已经知道或应该已经知道的，可以合理预期将导致本保障项下任何给付的**缺陷**、**索赔**、**诉讼**或其他情况。

- (4) 就本保障而言：

- (a) 由个人或机构提出的有关**召回费用**的索赔，在下列情况下视为已经提出，以先发生者为准：
- (i) 您；或我们
- 收到并记录该索赔的通知；或
- (ii) 我们自行决定和解。
- (b) 仅当我们在最迟不超过保险期间结束后 30 天内收到并记录有关该索赔的书面通知，该索赔方被视为已经在保险期间内通知我们。
- (c) 所有由同一个人或机构针对相同的**缺陷**提出的索赔，在第一次根据第(4)项描述的标准提出索赔时，视为已经全部提出。

我们根据本项保障的规定应给付的金额，应根据本附加条款的责任限额条款内的共同给付规定所

描述的共同给付比例来计算。

我们可以在任何时候自行决定给付责任限额剩余的部分。

我们根据本款给付的最高限额为本附加条款责任限额条款所规定的金额。

我们的给付义务在可用的责任限额用尽时终止。

在本保险单的责任限额条款下，增加下列条款：

## **b. 责任限额**

### **(1) 产品召回费用总责任限额**

产品召回费用承保明细表所记载的产品召回费用总责任限额是我们对**召回费用**负给付义务的最高金额。

我们给付的任何金额将减少可用于其他给付的总责任限额。该总责任限额的剩余金额即为我们对于任何其他给付的最高限额。

如果我们或属于我们关联企业的其他保险人为超过一个保险期间提供承保保障，我们对于任一**缺陷**的给付责任应仅依据其中一个保险期间的“责任限额”、“自付赔款”、“**被保险人的共同赔付份额**”条款及其他条款与条件决定、并受其约束。该保险期间如果存在，应该是在第一次以书面形式通知我们该**缺陷**的时候有效的保险期间。

### **(2) 自付赔款**

您同意自行支付在产品召回费用承保明细表所记载的自付赔款。

自付赔款应根据产品召回费用承保明细表的记载适用。

无论**被保险人**是否持有可应用的保险或其他资金支持机制，也不论其是否可从该保险或该资金支持机制获得给付，自付赔款均应适用。

自付赔款仅可被被保险人自行支付而用尽，而该等被保险人自行支付的损失本应由本保险承保，但本保险因为有自付赔款的规定不适用该等损失。

自付赔款并不因为根据本保险的其他保障或根据其后的续保、延长保险期间或替代保险所作的或应作的给付而减少或用尽。

如果我们给付或发生在自付赔款内的金额，您必须迅速予以补偿。承保明细表上列名的投保人同意，并取得授权，迅速补偿根据本保险的规定应该补偿我们的金额。

### **(3) 共同赔付**

**被保险人**有义务依据产品召回费用承保明细表记载的共同赔付比例（**被保险人的共同赔付比例**）自行承担并支付本保险承保**损失**的未保险部分，而本保险只赔偿该**损失**的其余部分。**被保险人**应依据已发生的金额支付其应共同赔付比例的部分。

**被保险人的共同赔付比例**，应在扣除免赔额或自保金额（自付赔款）后，方予适用。

**被保险人的共同赔付金额部分不减少责任限额。**

如果我们给付或发生在**被保险人**共同赔付比例内的金额，您必须迅速予以补偿。承保明细表上列名的投保人同意，并取得授权，迅速补偿根据本保险的规定应该补偿我们的金额。

在“责任限额”条款下的“责任限额因给付而减少”条款，增加适用于产品召回费用保障的下列规定。

**c. 责任限额**

**(1) 责任限额因给付而减少**

我们对于任何**召回费用**的给付将减少产品召回费用总责任限额。

我们对于任何与第三方产品召回费用保障相关的**理赔费用**的给付将减少产品召回费用总责任限额。

在本保险的“除外责任”的基础上，增加下列除外责任规定。

**d. 除外责任**

本保险不适用于与本保险单项下的除外责任情形有关的任何损害赔偿、损失、支出或费用。

然而，“除外责任”规定之下名为产品、工作或“受损财产”的召回，的除外责任事项并不适用于产品召回费用保障。

在本保险单的“除外责任”条款内，增加下列适用于产品召回费用保障的除外责任规定。

**(1) 反垄断或贸易管制**

本保险不适用于因为实际或指称发生下列情形而引致的任何损害赔偿、损失、支出或费用：

(a) 反竞争、阻碍经济关系(包括阻碍合同关系或阻碍预期利益)、垄断、掠夺性价格、价格歧视、限定价格、贸易管制、不公平竞争或不公平业务或贸易做法、或其他类似做法。

(b) 违反任何司法的、监管的或成文的法律，而：

(i) 该法律是与前述(a)段描述的任何做法有关的；或

(ii) 制定该等法律的全部或部分目的是：

确保或维持市场的竞争；或预防或禁止任何对于市场产生负面影响的做法；

(c) 违反任何司法的、监管的或成文的法律，而制定该等法律的全部或部分目的是确保或维持市场的正当运行，不受参与或共谋参与勒索诈骗的个人或机构作为的影响。

**(2) 被保险人或其关联企业提出的索赔**

本保险不适用于与下列任何主体索赔的为取得或重新取得任何产品或产品的控制的任何相关损害赔偿、损失、支出或费用：

(a) **被保险人；**

(b) 直接或间接控制作为**被保险人**的任何机构的决策机构的一般选举投票权的个人或机

构；

- (c) 任何被保险人的子机构；
- (d) 被保险人拥有权益的合伙、合资企业或非法人机构的成员或合伙人；
- (e) 任何前述机构的董事、高级主管、股东、雇员或法定代表；或
- (f) 任何前述个人的配偶。

本除外责任规定不适用于符合以下条件的前述(a)项描述的个人或机构所提出的召回费用索赔：

根据构成本保险合同一部分的批单批注成为本保险的追加**被保险人**；

或为第三方；而且

不属前述(b)、(c)、(d)、(e)或(f)项所描述的个人或机构。

(3) 合同 - 产品召回费用保障

本保险不适用于被保险人因为依据合同或协议必须承担的损害赔偿、损失、支出或费用给付。

本项除外责任规定不适用于在没有该等合同或协议时，**被保险人**须负担召回费用的损害赔偿的情形。

(4) 犯罪、不诚实或欺诈

本保险不适用于因为被保险人本身的，或其同意或明知的任何犯罪的、不诚实的、欺诈的或恶意的行为所引起的损害赔偿、损失、支出或费用。

(5) 变质

本保险不适用于商品或产品因以下原因所引起的损害赔偿、损失、支出或费用

- (a) 正常保存期限结束；或法定的或一般行业认定的“使用”期限结束；
- (b) 正常的腐蚀；或
- (c) 正常的变质或腐烂。

(6) 被保险人的财务困难

本保险不适用于因为任何被保险人破产，丧失偿付能力或其他财务困难所引起的损害赔偿、损失、支出或费用。

(7) 未记名机构的商品或产品

本保险不适用于因为取得或重新取得对任何未作为被保险人记载于承保明细表的任何人所制造、出售、处理或分销的商品或产品的控制有关的的损害赔偿、损失、支出或费用。

(8) 类似的商品或产品

本保险不适用于因为任何已可确定是没有缺陷的任何批次的商品或产品所引起的损害赔偿、损失、支出或费用，纵使其他批次的类似商品或产品已确定是有缺陷的。

(9) 已知的缺陷

本保险不适用于因为任何有缺陷的商品或产品所引起的损害赔偿、损失、支出或费用，如果该缺陷是您在：

(a) 本保险生效以前；或

(b) 您或任何代表您的个人或机构交付承保产品以前；  
已经知道或应该已经知道的。

(10) 合同或执照有效性的维持

如果被保险人有义务取得任何保证、保险、租约、执照、命令或许可、或其他合同或协议或使其生效，或维持或确保其效力，本保险不适用于在任何时候由于实际的，声称的或可能的

(a) 被保险人没取得任何保证、保险、租约、执照、命令或许可、或其他合同或协议的全部或部分或使其生效，或维持或确保其效力；或

(b) 该等保证、保险、租约、执照、命令或许可、或其他合同或协议的全部或部分被取消、失效、修正、不获续约、被撤销、被中止或受到其他损害

所引起的损害赔偿、损失、支出或费用。

(11) 被收购机构过去的商品或产品

本保险不适用于因为被保险人收购的机构在收购生效前制造、销售、处理或分销的任何商品或产品所引起的损害赔偿、损失、支出或费用。

(12) 废弃物场所

本保险不适用于因为商品或产品被放置于在任何时候被用来处理、储存、处置或加工废弃物的营业处所、场所或地点所引起的损害赔偿、损失、支出或费用。

(13) 故意违反法律

本保险不适用于因为任何违反法规、规定、条例或其他法律，或政府指示或命令所引起的损害赔偿、损失、支出或费用。

除主保险单的约定外，本附加条款增加适用于产品召回保障的下列一般条款。

e. 一般条款

(1) 委付

除非特别以书面同意，我们不接受对任何财产的委付。

(2) 发生索赔、诉讼或其他损失状况时的义务 - 产品召回费用保障

(a) 您必须确保一旦发现，或收到政府机构的通知，有关任何承保产品有缺陷，而有必要重新获取对保障产品的控制时，应及时通知我们或该其他保险人。

对于该情况的通知，并不构成索赔的通知。

- (b) 所有**被保险人**必须尽一切合理的努力停止发货、装船、运送或以其他方式配送任何：
  - (i) 已知或怀疑有**缺陷的保障产品**；和
  - (ii) 类似商品或产品，直到确认该商品或产品没有**缺陷**时止。
- (c) 如果针对**被保险人的索赔或诉讼**已经提出，您必须：
  - (i) 立即记录**索赔或诉讼**的明细及收到的日期；
  - (ii) 快通知我们及其他保险人；及
  - (iii) 确保我们尽快收到**索赔或诉讼**的书面通知。
- (d) 您及其他相关的**被保险人**必须：
  - (i) 立即将收到与**索赔或诉讼**相关的任何请求、通知、传票、或法律文件的复件送交给我们；
  - (ii) 授予我们取得记录或其他资讯的权利；
  - (iii) 与我们及其他保险人合作，以进行：
    - 1) **索赔案件**的调查或赔付；或
    - 2) **诉讼**的答辩。
  - (iv) 同意我们在合理的情况下进入您的营业场所，取得您的记录及其他信息；以及
  - (v) 在我们提出请求后，协助我们行使对于本保险承保的**被保险人的**损失应负责任的个人或机构的权利。
- (e) **被保险人**未经我们事先的书面同意不得对任何**索赔或诉讼**承认责任或提议和解。
- (f) **被保险人**除自行承担给付外，未经我们书面同意不得付款，接受责任或支付任何费用。
- (g) 与本保险有关的通知，应以书面寄送下列地址：  
索赔通知：  
理赔部经理  
本公司地址如承保明细表所记载  
其他通知：  
核保经理  
本公司地址如承保明细表所记载

### (3) 诉讼时效

被保险人根据本保险单向我们请求赔偿的诉讼时效适用现行法律规定，受承保范围项下“索赔发生并以通知为条件的第三方产品召回费用保障”条款的限制，在法律允许的前提下，自**被保险人**知道或者应当知道承保的**索赔或诉讼**之日起算。

本保险单增加下列适用于产品召回费用保障的定义。

f. 定义

(1) 保障产品

**保障产品**是指本保障内的**缺陷**被发现时，由

(a) **被保险人**；

直接或间接控制作为**被保险人**机构的决策机构选举的一般投票权的个人或机构；

(b)

(c) 任何**被保险人**的子机构；

(d) **被保险人**拥有权益的合伙、合资企业或非法人机构的成员或合伙人；

(e) 前述机构的董事、**高级主管**、股东、雇员或法定代表人；或

(f) 前述个人的配偶；

以外的个人或机构所占有的任何：

(a) **承保产品**；或

(b) 将**承保产品**作为其包装物、零部件或成分而结合在一起的商品或产品，而**承保产品**不能与该商品或产品分离。

(2) 缺陷

**缺陷**是指 实质有害的情况，而该情况

(a) 并非**被保险人**故意造成的；

(b) 是一个合理的人处于**被保险人**的情况所不会预期发生的；

(c) 是由任何**被保险人**，或代表**被保险人**的个人或机构，的行为所引起的；而且，

(d) 导致**伤害**，或呈现**重大的**导致**伤害**的可能。

**缺陷**不包括因为商品或产品被恶意

(a) 改造；或

(b) 污染。

而实际、指称或可能发生的情况。

(3) 伤害

**伤害**是指：

(a) 个人遭受身体**重大的**：

(i) 伤害；

(ii) 病痛；或

(iii) 疾病； 或

(b) 对于有形财产的**重大的**实物损害，并且具有普遍性。有形财产不包括电子形式的任何软件、资料或其他信息。

伤害不包括对：

(i) 承保产品；或

(ii) 被保险人所有的财产  
的伤害。

(4) 承保产品

**承保产品**是指本保险单的产品-完工责任保险（或综合责任保险）所适用的记名被保险人的产品，亦即：

(a)

(i) 任何**被保险人**；或

(ii) 其它以**被保险人名义**营业者

所制造、出售、处理或分销的商品或产品（除不动产以外）；以及

(b) 与该商品或产品有关的容器（除车辆外），材料，零部件或设备。

(5) 召回费用

**召回费用**是指下列费用中合理、必要和专用于重新控制**保障产品**的部分：

(a) 在报纸、杂志或其他印刷媒体、数字媒体公告、广播或电视广播上发布召回的费用，建立网站或网页以响应召回的费用及为实施召回而产生的必要通信费用；

(b) 直接由召回引起的必要交通运输及住宿费用；

(c) 雇佣除第三方常规雇员外专用于实施**保障产品**召回的额外人员的费用；

(d) 专为**保障产品**召回工作的第三方常规雇员的加班费用；

(e) 专为召回而租用额外仓库或储存处产生的最长不超过 12 个月的费用；

(f) 任何已安排但仅由于**缺陷**而无法执行的广告和/或促销计划的零售进场费及取消费；

(g) 第三方或其代表发生的妥善处置无法使用或回收再利用的受影响**保障产品**、其包装物或采购营销材料的费用。

**召回费用**不包括：

(a) 改正**缺陷**的任何支出或费用；

(b) 检查、调整或修理任何**保障产品**或其他财产的任何支出或费用；

(c) 自任何 **保障产品**或其他财产移除 **承保产品** 的任何支出或费用；

(d) **保障产品**，其置换品或其他财产的置换品的任何支出；

(e) 安装任何置换商品、产品或其他财产的任何支出或费用

(f) 对于任何个人或机构的退款，包括 与该退款有关的任何支出或费用；或

(g) 关于市场份额、商誉、信誉、收入或利润的获得、维护或恢复的任何支出或费用。



(6) 重大的

**重大的**是指范围和程度相当重大的，而不是虚假的或想像的。

(7) 废弃物

**废弃物**包括将要再利用、修理或回收的物质。

其余条款与条件维持不变。

**Third Party Product Recall Expense Coverage (Version B)**

This Endorsement applies to the Policy described above.

**PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.**

THE INSURANCE PROVIDED BY THIS ENDORSEMENT FOR THIRD PARTY PRODUCT RECALL EXPENSE COVERAGE IS CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS THAT ARE BOTH FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD.

Under Coverages, the following coverage titled Third Party Product Recall Expense Coverage Claims-Made And Reported is added to this policy.

**a. Coverages**

Third Party Product Recall Expense Coverage Claims-Made And Reported

- (1) Subject to all of the terms and conditions of this insurance, we will pay **recall expenses** incurred by others during a period not exceeding twelve (12) consecutive months, which you become legally obligated to pay by reason of liability imposed

by law due to a **defect** in an **insured product** to which this coverage applies.

This coverage applies only to **recall expenses** incurred in the Coverage Territory shown in the Product Recall Expense Schedule.

(2) This coverage applies only if:

- (a) such products were manufactured, sold, handled and distributed after the Retroactive Date shown in the Product Recall Expense Schedule and before the end of the policy period; and
- (b) a claim by a person or organisation for such **recall expenses** is both first made against you and reported to us in writing during the policy period.

(3) This coverage does not apply to any defect, claim, suit or other circumstance:

- (a) reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
- (b) known or that should have been known by you, before the beginning of the policy period, that could reasonably be expected to result in any payment under this coverage.

(4) For the purpose of this coverage:

- (a) a claim by a person or organisation for **recall expenses** will be deemed to have been made, when:
  - (i) notice of such claim is received and recorded by:
    - 1) you; or
    - 2) us; or
  - (ii) we, at our discretion, make a settlement;

whichever comes first.

- (b) such a claim will be considered to have been reported to us during the policy period, only if written notice of the claim is actually received and recorded by us not more than 30 days after the end of such period.
- (c) all claims made by the same person or organisation in connection with the same **defect** will be deemed to have been made at the time the first of those claims is made in accordance with the criteria described in this paragraph (4).

The amount we will pay under this coverage is subject to the Co-Payment Percent as described in the Co-Payment provision of the Limits Of Insurance section of this endorsement.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this endorsement.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Under Limits Of Insurance, the following provisions are added to this policy.

**b. Limits Of Insurance**

**(1) Product Recall Expense Aggregate Limit**

The Product Recall Expense Aggregate Limit shown in the Product Recall Expense Schedule is the most we will pay for the sum of **recall expenses**.

Any such sum we pay will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

If we or any insurer affiliated with us issue coverage for more than one policy period, our obligation in connection with any one **defect** shall be subject to, and governed by, the Limits Of Insurance, the Retained Limits, the **Insureds'** Co-Payment Share and the other terms and conditions of only one policy period. That policy period will be the one, if any, which was effective at the time such **defect** was first reported to us by you in writing.

**(2) Retained Limits**

You agree to pay the Retained Limits shown in the Product Recall Expense Schedule.

The Retained Limits apply as described in the Product Recall Expense Schedule.

The Retained Limits apply whether or not any **insured** maintains applicable insurance or other funding mechanisms and whether or not such insurance or funding is collectible.

The Retained Limits can be exhausted only by payments to which this insurance would otherwise apply but for the application of the Retained Limits.

The Retained Limits will not be reduced or exhausted by any amounts paid or payable under any other coverage of this policy or under any subsequent renewal, extension or substitution thereof.

If we pay or incur any amounts in connection with amounts within the Retained Limits, then you must promptly reimburse us for any such amounts. The

Policyholder shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts under this insurance. Failure to promptly reimburse us under the provisions of this insurance shall be deemed an event of nonpayment of premium.

**(3) Co-Payment**

The **insureds** are obligated to pay and to bear uninsured and at their own risk that percentage of amounts to which this insurance would otherwise apply, shown as the Co-Payment Percent in the Product Recall Expense Schedule (the **Insureds'** Co-Payment Share), and this insurance applies only to the remaining percentage of such amounts. The **insureds** are required to pay the **Insureds'** Co-Payment Share as incurred.

The **Insureds'** Co-Payment Share shall be applied after the application of any deductible or self-insured amounts (Retained Limits).

The **Insureds'** Co-Payment Share will not reduce the Limits Of Insurance.

If we pay or incur any amounts in connection with amounts within the **Insureds'** Co-Payment Share, then you must promptly reimburse us for any such amounts. The Policyholder shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts under this insurance. Failure to promptly reimburse us under the provisions of this insurance shall be deemed an event of nonpayment of premium.

Under Limits Of Insurance, as applicable to Product Recall Expense Coverage, the following is added to the provision titled Payments That Reduce The Limits Of Insurance.

**c. Limits Of Insurance**

**(1) Payments That Reduce The Limits Of Insurance**

Any **recall expenses** we pay will reduce the Product Recall Expense Aggregate Limit.

Any **claim adjustment expenses** we pay, in connection with Third Party Product Recall Expense Coverage, will reduce the Product Recall Expense Aggregate Limit.

Under Exclusions, the following provisions are added to this policy.

**d. Exclusions**

This insurance does not apply to any damages, loss, cost or expense in connection with any circumstance excluded under this policy.

However, the exclusion titled Recall Of Products, Work Or Impaired Property does not

apply to Product Recall Expense Coverage.

The following exclusions, applicable to Product Recall Expense Coverage, are added to this policy.

(1) Antitrust Or Restraint Of Trade

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged:

- (a) anticompetition, interference with economic relations (including interference with contractual relations or with prospective advantage), monopolisation, predatory pricing, price discrimination, price-fixing, restraint of trade, unfair competition or unfair business or trade practice, or other similar practices.
- (b) violation of any judicial, regulatory or statutory law:
  - (i) relating to any practice described in subparagraph (a) above; or
  - (ii) designed, in whole or in part, to:
    - ensure or maintain competition within a marketplace; or
    - (i) prevent or prohibit any practice that adversely affects a marketplace.
- (c) violation of any judicial, regulatory or statutory law designed, in whole or in part, to ensure or maintain marketplace integrity against practices of persons or organisations who participate or conspire to participate in racketeering.

(2) Claims By Insureds Or Affiliates

This insurance does not apply to any damages, loss, cost or expense in connection with gaining or regaining control over any goods or products claimed by any:

- (a) insured;
- (b) person or organisation that controls, either directly or indirectly, interests entitled to vote generally in the election of the governing body of any organisation that is an insured;
- (c) subsidiary organisation of any insured;
- (d) member or partner of any partnership, joint venture or unincorporated organisation in which any insured has any interest;
- (e) director, officer, stockholder, employee or legal representative of any organisation described above; or
- (f) spouse of any person described above.

This exclusion does not apply to **recall expenses** claimed by a person or organisation described in subparagraph (a). above, who is:

- (a) an additional **insured** under this insurance by an endorsement made a part of this insurance contract;
  - (b) otherwise a third party; and
- not a person or organisation described in subparagraphs (b), (c), (d), (e) or (f) above.

(3) Contracts - Product Recall Expense Coverage

This insurance does not apply to any damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct committed by or with the consent or knowledge of the **insured**.

(4) Crime, Dishonesty Or Fraud

This insurance does not apply to any damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct committed by or with the consent or knowledge of the **insured**.

(5) Deterioration

This insurance does not apply to any damages, loss, cost or expense arising out of:

- (a) expiration of:
    - (i) normal shelf life; or
    - (ii) statutory or normal industry recognized "use by" date;
  - (b) normal perishability; or
  - (c) normal deterioration or decomposition;
- of goods or products.

(6) Failure To Accomplish Intended Purpose

This insurance does not apply to any damages, loss, cost or expense arising out of any failure of goods or products to accomplish or perform their intended purpose, including any misrepresentation or breach of warranty made at any time with respect to the durability, fitness, performance, quality or use of any goods or products.

(7) Financial Impairment Of Insureds

This insurance does not apply to any damages, loss, cost or expense arising out of any bankruptcy, insolvency or other financial impairment of any **insured**.

(8) Goods Or Products Of Unnamed Organisations

This insurance does not apply to any damages, loss, cost or expense in connection with gaining or regaining control over any goods or products manufactured, sold, handled or distributed by anyone not shown in the Declarations as a named insured.

(9) Kindred Goods Or Products

This insurance does not apply to any damages, loss, cost or expense arising out of any goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a **defect**, even if goods or products from another lot or batch of kindred goods or products have been determined to have **defects**.

(10) Known Defects

This insurance does not apply to any damages, loss, cost or expense arising out of any good or product that has a **defect** if such **defect** was known, or should have been known, by you prior to the:

- (a) effective date of this insurance; or
- (b) delivery of such **insured product** by you or any person or organisation acting on your behalf.

(11) Maintenance Of Contracts Or Licenses

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:

- (a) failure to effect, maintain, procure or secure; or
- (b) cancellation, lapse, modification, nonrenewal, revocation, suspension or other impairment of;

in whole or in part at any time, any bond, insurance, lease, license, order, permit or other contract or agreement that any **insured** is obligated to effect, maintain, procure or secure.

(12) Prior Goods Or Products Of Acquired Organisations

This insurance does not apply to any damages, loss, cost or expense arising out of any goods or products manufactured, sold, handled or distributed by any organisation an **insured** acquires, if such goods or products were manufactured, sold, handled or distributed prior to the execution of such acquisition.

(13) Waste Sites

This insurance does not apply to any damages, loss, cost or expense arising out of goods or products located at any premises, site or location which is or was at any time used for handling, storage, disposal, processing or treatment of **waste**.

(14) Willful Violation Of Law

This insurance does not apply to any damages, loss, cost or expense arising out of any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.

The following Conditions, applicable to Product Recall Expense Coverage, are added to this policy.

e. **Conditions**

(1) **Abandonment**

There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

(2) **Duties In The Event Of Claim, Suit Or Other Loss Circumstance - Product Recall Expense Coverage**

(a) You must see to it that we and any other insurers are notified as soon as practicable upon discovery, or upon notification by a governmental organisation, that any **insured product** has a **defect** which makes it necessary to regain control over any **covered product**.

(b) All **insureds** must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of any:

(i) **covered product** which is known or suspected to have a **defect**; and

(ii) kindred goods or products until it is determined that those goods or products do not have **defects**.

(c) If a claim is made or **suit** is brought against any **insured**, you must:

(i) immediately record the specifics of the claim or **suit** and the date received;

(ii) notify us and other insurers as soon as practicable; and

(iii) see to it that we receive written notice of the claim or **suit** as soon as practicable.

(d) You and any other involved **insured** must:

(i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with any **defect**;



- (ii) authorise us to obtain records and other information;
  - (iii) cooperate with us and other insurers in the investigation or settlement of any claim.
  - (iv) allow us all reasonable access to your premises, records and other information; and
  - (v) assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.
- (e) No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.
- (f) No **insured** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- (g) Notice to us under this insurance shall be given in writing addressed to:

Notice of Claim

Claim Department Manager

At the address of the Company shown in the Declarations

All other Notices

Underwriting Manager

At the address of the Company shown in the Declarations

**(3) Time Limit**

Subject to "Third Party Product Recall Expense Coverage Claims-Made And Reported" under Coverage, the time limit for an **insured** to commence any formal proceedings under this policy against us is three years from the date the **insured** is aware or should be aware of the claim or **suit** to which this insurance applies.

The following Definitions, applicable to Product Recall Expense Coverage, are added to this policy.

**f. Definitions**

**(1) Covered Product**

**Covered product** means any:

- (a) **insured product**; or
- (b) goods or products that incorporate an **insured product** as a container, part or ingredient and from which the **insured product** cannot practically be removed;

which are in the possession of a person or organisation, other than any:

- (a) **insured**;
- (b) person or organisation that controls, either directly or indirectly, interests entitled to vote generally in the election of the governing body of any organisation that is an **insured**;
- (c) subsidiary organisation of any **insured**;
- (d) member or partner of any partnership, joint venture or unincorporated organisation in which any **insured** has any interest;
- (e) director, **officer**, stockholder, employee or legal representative of any organisation described above; or
- (f) spouse of any person described above;

at the time the **defect** to which this coverage applies is discovered.

(2) Defect

**Defect** means an actual harmful condition that:

- (a) is not intended by any **insured**;
- (b) a reasonable person in the circumstances of any **insured** would not expect;
- (c) arises out of the conduct of any **insured**, or a person or organisation acting on behalf of any **insured**; and
- (d) causes, or presents a **substantial** likelihood of causing, **injury**.

**Defect** does not include any actual, alleged or threatened condition arising out of malicious:

- (e) alteration; or
  - (f) contamination;
- of goods or products.

(3) Injury

**Injury** means **substantial**:

- (a) physical:
  - (i) injury;
  - (ii) sickness; or
  - (iii) disease;sustained by a person; or
- (b) physical injury to tangible property that is widespread in nature. Tangible

property does not include any software, data or other information that is in electronic form.

Injury does not include injury to any:

- (a) insured product; or
- (b) property owned by any insured.

(4) Insured Product

**Insured product** means **your product**, to which the Products-Completed Operations Liability (or General Liability) Coverage under this policy applies, that is a:

- (a) good or product (other than real property) manufactured, sold, handled or distributed by:
  - (i) any **insured**; or
  - (ii) others trading under any **insured**' s name; and
- (b) container (other than a vehicle), material, part or equipment furnished in connection with such good or product.

(5) Recall Expenses

**Recall expenses** means that part of the following expenses which are reasonable, necessary and devoted exclusively to regaining control over **covered products**:

- (a) the cost of publishing the recall in newspapers, magazines or other printed media, digital media announcements, radio or television broadcasts, setting up of a website or webpage to respond to the recall and the cost of correspondence necessary to effect the recall;
- (b) essential transportation and accommodation costs directly attributable to the recall;
- (c) the cost of hiring any additional person, other than regular employees of others, devoted exclusively to effect the recall of **covered products**;
- (d) overtime paid to regular employees of others for work devoted exclusively to the recall of **covered products**;
- (e) the cost of renting additional warehouse or storage space for the recall for a maximum period of twelve (12) months;
- (f) retail slotting fees and cancellation fees for any advertising and/or promotion programmes that were scheduled but were unable to be executed solely because of the **defect**.
- (g) Costs incurred by or on behalf of others to properly dispose of any affected

**covered products**, unused packaging or purchasing, marketing material in respect of the recalled product if it cannot be used or reused.

Recall expenses does not include any:

- (a) cost or expense to correct any **defect**;
- (b) cost or expense of inspecting, adjusting or repairing any **covered product** or any other property;
- (c) cost or expense of removing any **insured product** from any **covered product** or from any other property;
- (d) cost of **covered products**, replacements thereof or of any other property;
- (e) cost or expense of installing any replacement goods, products or other property;
- (f) refund to any person or organisation, including any cost or expense in connection with such refund; or
- (g) cost or expense in connection with the realisation, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

(6) Substantial

**Substantial** means considerable in extent and degree and not illusory or imaginary.

(7) Waste

**Waste** includes any materials to be recycled, reconditioned or reclaimed.

## 1.1 PRODUCT RECALL EXPENSE SCHEDULE

1.2 Coverage Territory: «Coverage Territory»

1.3 Retroactive Date: «Date»

1.4 Product Recall Expense «Limit»

Aggregate Limit:

1.5 Retained Limits: 1.6 «Limit» each **defect**

1.7 Insureds' Co-Payment «Percentage»

Share:

1.8 Deposit Premium: «Premium»

1.9 Minimum Premium: «Premium»

1.10 Premium Basis:

1.11 Estimated Sales: «Amount»

1.12 Premium Rate: «Rate»

All other terms and conditions remain unchanged.