



UNITED INDIA INSURANCE COMPANY LIMITED

REGD. & HEAD OFFICE, 24, WHITES ROAD

CHENNAI-600 014

CIN: U67200MH2000PLC129408, Website: www.uiic.co.in

ATTACHING TO AND FORMATING PART OF POLICY NO. [x]

UNI-PRODUCT GUARANTEE ENDORSEMENT

In consideration of the additional premium paid, it is hereby understood and agreed that the **Policy** is amended as follows:

1. Product Guarantee Extension:

The **Insurer** will indemnify the **Insured** for any **Guarantee Loss** arising out of a defect in a **Product** which is sold or supplied in the course of the **Insured's Business**, provided that:

- (a) the sub-limit specified in the Schedule is the maximum, total and cumulative liability of the **Insurer** in respect of any and all claims under this Extension during the **Policy Period**;
- (b) the **Guarantee Loss** which the **Insured** becomes legally liable to pay arises due to **Product(s)** manufactured, sold, handled or distributed on or after the Retroactive Date specified in the Schedule.

The **Insurer's** liability, pursuant to this Extension, for **Guarantee Loss** incurred by the **Insured** will be in excess of the Product Guarantee Retention amount specified in the Schedule for any one **Guarantee Loss** event. The **Company** will be liable for the Product Guarantee Retention amount which will remain uninsured. If the **Insurer** advances any **Loss** for which the retention applies under the **Policy**, the **Company** agrees to reimburse the **Insurer** immediately to the full extent of the retention upon the **Insurer** notifying the **Company** of the **Loss** so advanced.

For the purpose of determining the applicability of the sub-limit and the Product Guarantee Retention applicable under this Extension, all **Guarantee Loss** which the **Insured** becomes liable to incur/pay due to the simultaneous defects occurring in any types, classes or models of the same **Product** shall be

considered as arising out of one **Guarantee Loss** event. It is agreed that there shall be no limit to the number of payments resulting from one **Guarantee 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 mutandi* to **Claims** made in respect of **Guarantee Loss** covered under the **Policy**, unless repugnant to the context or contrary to **Policy** terms made specifically applicable to **Claims** made in respect of **Guarantee Loss**.

The **Insured** shall be entitled to purchase any other insurance over the sub-limit specified in the Schedule without prejudice to this Product Guarantee Extension, provided that the **Insured** notifies **Us** in writing of the details of such other excess insurance at the time such other insurance is taken out by the **Insured**.

2. Clause 5 is amended by the addition of the following definitions:
 - 2.1. **Guarantee Loss** means the **Loss** the **Insured** becomes legally liable to pay on account of any **Claim** arising due to the **Insured**'s liability to replace, remove, rework, repair, alter or recover **Products** that have failed to perform their intended function for which they were manufactured, designed, sold, supplied, installed, repaired, altered, treated, dispatched or delivered by or on behalf of the **Insured** after delivery to a customer and includes:
 - (a) Reasonable and necessary costs incurred by the **Insured** to replace, remove, rework, repair, alter or recover **Products**;
 - (b) Damages;
 - (c) Pre-judgment and post-judgment interest;
 - (d) Awards of costs or settlements (including claimant's legal costs and expenses);
 - (e) **Defence Costs**.

Loss does not include:

- (a) taxes;
- (b) salaries, wages, personal expenses, benefits or overhead expenses;
- (c) payments which the **Insurer** is legally prohibited from making or payments which are uninsurable in the jurisdiction where a **Claim** is made;

- (d) Multiplied portion of multiple damages;
- (e) Exemplary or punitive damages.

3. Exclusion 3.8 - Repair & Replacement is deleted.

4. Clause 3 - Exclusions is amended by the addition of the following:

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:

- (a) circumstances known to the **Insured** prior to the commencement date of this Extension;
- (b) non performance, non completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
- (c) fraud, dishonesty, deceit or injurious falsehood or passing off or infringement of patent copyright trade mark or trade name or other form of intellectual property;
- (d) failure of the **Insured** to take reasonable steps to prevent liability for **Guarantee Loss**;
- (e) loss of use of/defect arising in a **Product**:
 - 1. as a result of variation in temperature conditions; and
 - 2. after the **Product** is no longer in the custody of the **Insured**.

Dated at [x] this [x]

For United India Insurance Company Limited

Duly Constituted Attorney(s)