



**PRODUCT RECALL INSURANCE POLICY SCHEDULE**

Agent/Broker Name -  
Agent/Broker License Code -  
Agent/Broker Contact No

---

POLICY NO. –

Item A. **Named Insured:**

**Address:.**

Item B. **Policy Period:**

**From:**

**To:**

Item C. **Limits of Insurance:**

Coverage-A Product Recall Expense  
Rs. -----Each Covered Incident and Rs-----in the Aggregate

Coverage –B Product Recall Expense Liability  
Rs. -----Each Covered Incident and Rs-----in the Aggregate

**Policy Aggregate Limit:**  
Rs-----in the Aggregate

Item D. **Deductible:**

Item E. **Business:**

Item F. **Insured Product:**

Item G. **Retroactive Date:**

Item H. **Participation Percentage:** Coverage A- -----% Coverage B- -----%

Item I. **Premium:**

TATA AIG General Insurance Company Limited  
Regd. Office: 15th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel,  
Mumbai- 400013, Maharashtra, India.  
IRDA Registration No. 108  
CIN No.: U85110MH2000PLC128425  
TEL +91-22-66699696 FAX +91-22-66546464  
For more information call the Tata AIG Helpline 1800-266-7780 / 1800-11-9966

**Tata AIG General Insurance Company Ltd.**



This policy is issued, subject to the following conditions:

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## PRODUCT RECALL INSURANCE POLICY

In consideration of the premium paid, and subject to the Policy's Schedule, terms, CONDITIONS and EXCLUSIONS, you and we agree as follows:

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Policy Schedule. The words "we", "us" and "our" refer to the Insurers providing this insurance.

The proposal and any supplementary information you provide shall be deemed to be incorporated in and shall be the basis of the contract.

Your **Business** shall not include any other than that described in the Policy Schedule

Words and phrases that appear here in bold have special meaning. Refer to the **DEFINITIONS** section of this Policy.

### I. **INSURING AGREEMENT**

#### **Coverage A Product Recall Expense**

We will pay you, subject to any applicable **Deductible** and **Participation Percentage**, the covered **Product Recall Expense** you incur arising out of a **Covered Incident** if the initial written notice to us of the **Covered Incident** takes place during the Policy Period, and the **Covered Incident** takes place in the **Policy Territory**. The amount we will pay is limited as described in Section IV – LIMITS OF INSURANCE.

#### **Coverage B Product Recall Expense Liability**

1. We will pay you, subject to any applicable **Deductible** and **Participation Percentage**, the covered **Product Recall Expense** that you become legally obligated to pay arising out of a **Covered Incident** to which this insurance applies. We will have the right to defend any suit seeking those expenses. We will have no duty to defend you against any suit seeking damages which does not arise out of a **Covered Incident**. We may at our discretion



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investigate any **Covered Incident** and settle any claim or suit that may result. But:

- a. the amount we will pay is limited as described in Section IV - LIMITS OF INSURANCE; and
- b. our right to defend ends when we have used up the applicable limit of insurance in the payment of **Defence Costs**, judgments or settlements under this coverage.

2. Furthermore this insurance applies to

- a. **Product Recall Expense** that you become legally obligated to pay arising out of a **Covered Incident** if the initial written notice to us of the **Covered Incident** takes place during the Policy Period, and the **Covered Incident** takes place in the **Policy Territory** and
- b. your responsibility to pay damages and **Defense Cost** under the Product Recall Expense Liability Coverage is determined in a suit on the merits in the **Policy Territory** or in a settlement we agree to.

## II. DEDUCTIBLE

You will be responsible for the **Deductible** amount shown in Item D. of the Policy Schedule.

We will only pay for loss for any one **Covered Incident** if the amount of **Product Recall Expense**, or the sum of all damages and **Defense Costs** for Product Recall Expense Liability, as the case may be, exceeds the **Deductible** and then only up to the applicable LIMITS OF INSURANCE. A separate **Deductible** applies to **Product Recall Expense** and Product Recall Expense Liability

## III. PARTICIPATION PERCENTAGE

You will pay the **Product Recall Expense** which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in Item H of the Schedule.

You will pay the Product Recall Expense Liability which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in Item H of the Schedule.

No coverage will apply under this policy if you obtain insurance for the **Participation Percentage**.

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#### IV. LIMITS OF INSURANCE

1. The LIMITS OF INSURANCE shown in the Policy Schedule, and the rules below, fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. persons or organizations making claims or bringing suits;
  - c. **Covered Incidents**; or
  - d. **Your Products**.
  
2. **Policy Aggregate Limit**  
The maximum amount we will pay under Coverages A and B combined , shall not exceed the POLICY AGGREGATE LIMIT stated in Item C of the Policy Schedule.
  
3. The most we will pay for the sum of all **Product Recall Expense** is the applicable **Product Recall Expenses** Aggregate Limit of Insurance shown in item C. of the Schedule , less the **Participation Percentage** applicable to all Product Recall Expenses.
  
4. The maximum amount we will pay for the sum of all damages and **Defense Costs** under Product Recall Expense Liability is the applicable Product Recall Expense Liability Aggregate Limit shown in Item C. of the Schedule less the **Participation Percentage** applicable to Product Recall Expense Liability
  
5. Subject to 3. above, the maximum amount we will pay for **Product Recall Expenses** in excess of the **Deductible**, as a result of any **Covered Incident** is the applicable **Product Recall Expenses** Each Covered Incident Limit shown in Item C. of the Schedule, less any applicable **Participation Percentage**. All **Product Recall Expense** resulting from the same omission, introduction or error will be considered as arising out of one **Covered Incident**.



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6. Subject to 4.. above, the maximum amount we will pay for total of damages and **Defense Costs** for Product Recall Expense Liability in excess of the **Deductible**, as a result of any **Covered Incident** is the applicable Product Recall Expense Liability Each Covered Incident Limit shown in Item C. of the Schedule less any applicable **Participation Percentage**. All Product Recall Expense Liability damages and **Defense Costs** arising from the same omission, introduction or error will be considered as arising out of one **Covered Incident**.
7. The LIMITS OF INSURANCE of this Policy apply separately to each consecutive annual period unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

## V. DEFINITIONS

- A. **Covered Incident** means the recall, recovery of possession or control, or disposal of **Your Product(s)** from within the **Policy Territory**, from a distributor, purchaser, or user of **Your Product(s)** because the use or consumption of **Your Product(s)** has resulted in **Bodily Injury** or **Property Damage**, or poses actual and imminent danger of resulting in **Bodily Injury** or **Property Damage**.
- B. **Policy Territory** means:  
  
India
- C. **Deductible** means the amount shown in Item D. of the Policy Schedule.
- D. **Business** means Business as stated in Item E. of the Policy Schedule
- E.. **Participation Percentage** means the amount stated in Item H of the Policy Schedule.
- F. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals and waste materials. "Waste materials" includes medical waste.
- G. **Product Recall Expense** means the reasonable and necessary costs incurred during the 12 month period commencing on the first day such costs are incurred by reason of a **Covered Incident**, if such costs are incurred exclusively for the recall,

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removal, recovery of possession or control, or disposal of **Your Product(s)**. These costs are limited to the following:

1. Communications to notify others of a **Covered Incident**, including but not limited to, radio and television announcements and printed advertisements;
2. The cost of shipping **Your Product(s)** from any purchaser, distributor or user to the place or places you designate; but excluding any expenses directly or indirectly arising out of , based upon, or attributable to the dismantling, dismounting, disassembling or installation, mounting or assembling **Your Product**
3. The actual cost of disposal of **Your Products**, but only to the extent that specific methods of disposal other than those usually employed for trash discarding or disposal, are required to avoid **Bodily Injury** or **Property Damage** as a result of such disposal;
4. The extra expense to rent additional warehouse or storage space.
5. The cost to hire additional persons other than your regular employees to assist in the process of communication, shipping and other ancillary responsibilities arising out of a **Covered Incident**;
  - a. Remuneration paid to your regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime;
  - b. Expense incurred by employees, including transportation and accommodations,

for 1., 2., and 3. above.

### H. **Your Product(s)** means:

1. Any goods or products listed in the Schedule, under Item F. “ Insured Product” manufactured, sold, marketed, handled, or distributed by you during the course of your **Business** as described in the Policy Schedule; and
2. Containers other than vehicles, materials, parts or equipment furnished in connection with such goods or products;

when physical possession of such goods or products has been released by you to others.

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**Your Product(s)** do not include vending machines or other property rented to or located for the use of others.

### I. Bodily Injury

**Bodily Injury** means death, bodily injury, illness or disease of or to any person

### J. Property Damage

**Property Damage** means physical injury to tangible property

### K. Defense Cost

reasonable costs and expenses incurred under Coverage B- Product Recall Expense Liability with *our* prior written consent (which shall not be unreasonably delayed or withheld), by you or on your behalf, directly in connection with the defense of any suit arising from **Covered Incident**, to which this Insurance applies; but shall not include remuneration of cost of your time or your overheads

### L. Retroactive Date

**Retroactive Date** means the date as stated in Item G. of the Policy Schedule

## VI. EXCLUSIONS

### Exclusions Applicable to Coverage A Only

- A. We will not pay for **Product Recall Expense** for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled products so as to render them marketable.
- B. We will not pay for Product Recall Expense Liability

### Exclusion Applicable to Coverage B Only

- A. We will not pay for **Product Recall Expense**

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### Exclusions Applicable to Coverages A and B

We will not pay for **Product Recall Expense**, or damages or **Defense Costs** on account of Product Recall Expense Liability

- A. Arising out of a decrease in product sales realized subsequent to the announcement of the **Covered Incident** and due to loss of customer faith or approval, as well as any costs incurred to attempt an increase in product sales or to regain customer approval;
- B. You incur because **Your Product(s)** is similar to, or **Your Product(s)** has the same trade or brand name but is of a different batch than, the product which has been, or is being, recalled;
- C. Arising out of an intentional act or omission that you knew or should have known could reasonably lead to a **Covered Incident**;
- D. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the products;
- E. Arising from your dishonest, wilful, wanton, fraudulent, criminal or malicious act, error or omission;
- F. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
- G. Which you are 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.
- H. Arising out of any pre-existing condition or situation that you knew or should have known of prior to the initial attachment of coverage under this Policy or any predecessor Policy issued by us or any affiliated companies, which could cause a **Covered Incident**.
- I. Based on the sale of **Your Product(s)** after you knew or should have known that **Your Product(s)** had been banned or declared unsafe by any governmental authority.
- J. Arising solely as a result of intervention by any governmental or public authority.
- K. Arising from the supply of **Your Product(s)** prior to the **RETROACTIVE DATE** shown in the Schedule.
- L. Arising out of deliberate or alleged contamination, tamper or adulteration.

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M. Arising prior to the unqualified acceptance of **Your Product(s)** by or on behalf of your customers.

N. Arising directly or indirectly out of:

Any actual or alleged failure, malfunction or inadequacy of:

1. Any of the following, whether belonging to any Insured or to others:

- a. Computer hardware, including microprocessors;
- b. Computer application software;
- c. Computer operating systems and related software;
- d. Computer networks;
- e. Microprocessors (computer chips) not part of any computer system; or
- f. Any other computerized or electronic equipment or components; or

2. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above,

due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.

O. Arising directly or indirectly out of or in any way involving any act of terrorism. Any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or use of physical, chemical, biological, or other violence against persons or property by an individual or group whose announced or apparent objective is to further purported political, social, and/or religious beliefs, and which is intended to: (1) put the public at large or a section of the public in fear, or (2) coerce or intimidate a government or individuals to modify their behaviour or policies.

This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

Where we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon you.



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- P. 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**.
- Q. Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibres or asbestos dust, or to any obligation of the Insured 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 fibres or asbestos dust.
- R. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or products containing lead or leaded materials.
- S. For fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.
- T. Arising out of any financial, economic or consequential loss which you are legally obligated to pay or is incurred by any third party even if this arises out of a **Covered Incident**.
- U. Arising out of any product which is intended for incorporation into the structure, machinery or controls of any aircraft.
- V. For any **Bodily Injury** and **Property Damage**
- W. Arising out of a **Covered Incident** occurring prior to the inception of this Policy
- X. Arising out of any **Covered Incident** which you were aware of prior to inception of this Policy
- Y. Arising out of the failure of **Your Product(s)** to accomplish their intended purpose

## VII. CONDITIONS

Conditions A, E, F, and I are Conditions precedent to coverage hereunder

### A. YOUR DUTIES IN THE EVENT OF A COVERED INCIDENT

1. In the event of a **Covered Incident**, whether or not such incident appears to involve this Policy, immediate written notice will be given by or for you, to us, or any of our authorized representatives as soon as practicable containing particulars sufficient to identify you, and information with respect to the time, place and circumstances of the **Covered Incident** and estimated **Product Recall Expense** or Product Recall Expense Liability. You will promptly take all reasonable steps to minimize any expense or damages involved.

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2. You will cooperate with us and, at our request, assist us in enforcing any right of contribution or indemnity against any person or organization other than a named insured under this Policy who may be liable to you because of **Product Recall Expense** or Product Recall Expense Liability damages incurred.

### B. PREMIUM ADJUSTMENT

Premium shown in this policy as premium is the premium based upon the underlying information supplied by you for this insurance. 50% premium stands earned at the inception of the policy. You must keep records substantiating the underwriting information you have supplied to us, for premium computation, and send us copies at such times as we may request.

At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the annual premium and audit premiums paid for the policy period is greater than the computed earned premium, we will return the excess to the first Named Insured. (subject to retaining the minimum premium prescribed under the policy)

### C. OTHER INSURANCE

If other valid and collectible insurance is available to you for any amounts we cover under this Policy, our obligations are limited as follows:

1. This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance in the method described in 2. below.
2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
3. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Policy unless:

- a. there has been full compliance with all of the terms and conditions of this Policy; and
- b. the action is brought within one (1) year after written notice to us of the **Covered Incident**.

### E. CONFIDENTIALITY

You will use all reasonable efforts not to disclose the existence of the insurance provided under this Policy, unless required to do so by law.

### F. DUE DILIGENCE

You will use due diligence and assist in doing all things reasonably practicable to avoid or mitigate any **Product Recall Expense** or damages under Product Recall Expense Liability .

### G. ARBITRATION

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the

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- arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
  - (e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

### **H. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

In the event of any payment under this Policy, you will have transferred to us all your rights to recovery, from any person or organization, of any of those amounts paid. You will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights for us. You will do nothing to prejudice such rights. Any amounts recovered in excess of our total payment will be restored to you, less the cost to us of the recovery.

However, it is specifically agreed that we will not exercise our rights of recovery against your employee unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

### **I. ASSIGNMENT**

This Policy will not be assigned or transferred without our prior written consent.

### **J. SEVERABILITY, CONSTRUCTION AND CONFORMANCE TO STATUTE**

If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision of this Policy.

If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent compatible with applicable law.

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Any provisions of this Policy which are in conflict with the statutes or regulations of the state wherein this Policy is issued are hereby amended to conform to such statutes or regulations.

### K. MATERIAL INFORMATION

You shall throughout the Policy Period give immediate notice of any material change in any fact, activity or circumstance as described in the underwriting information supplied to us at the time when this Policy was effected. In the event that you fail to give notice in accordance with this condition there shall be excluded from the indemnity afforded hereunder any claim which has arisen or may arise which is related to such facts, activities or circumstances.

Nothing contained herein or in the provisions of this policy shall limit our right to void this policy by reason of any inaccurate or misleading information supplied by you or material and accurate information omitted to be supplied by you.

### L. CANCELLATION

We may cancel this policy by giving 30 days written notice of such cancellation to your last known address and in such event we will refund a pro-rata portion of premium ( subject to retaining the minimum premium prescribed under the policy) for the unexpired policy period.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to your or your broker's last known address.

This policy may also be cancelled by you giving 30 days written notice to us in which event we will retain premium at the short period scale produced below, ( subject to retaining the minimum premium prescribed under the policy) provided that no **Covered Incident** has occurred during the policy period in which case no refund of premium shall be allowed.



Short Period Scale

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

The payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

M. FRAUDULENT CLAIMS

If any claim under this Policy is in any respect fraudulent all benefit under this Policy shall become void.

N. JOINT AND SEVERAL LIABILITY

Our obligations under this Policy are several and not joint and are limited solely to the extent of our individual subscriptions. We are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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Attached to and forming part of policy no.- -----

**POLICY TERRITORY ENDORSEMENT**

It is hereby agreed and declared that Section V. DEFINITIONS, B of the policy, which reads as:-

**B. Policy Territory** means:

India

is deleted in its entirety and replaced with the following:

**B. Policy Territory** means:

Worldwide including US/Canada

**All other terms and conditions remain unchanged.**



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is deleted in its entirety and replaced with the following:

**B. Policy Territory** means:

Worldwide excluding US/Canada

**All other terms and conditions remain unchanged.**

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Attached to and forming part of policy no.- .....

### **CRISIS CONSULTANT COSTS ENDORSEMENT**

It is hereby agreed and declared that, only in respect of Coverage A-**Product Recall Expense 6. Consultants Costs** is added to **G Product Recall Expense** under **Section V DEFINITIONS** as follows:

**Consultant and advisor costs** means the reasonable and necessary fees and costs of our pre-approved crisis management or public relations consultants or advisors, engaged for the purpose of responding to a **COVERED INCIDENT** to the extent such fees and costs are incurred directly and solely for such response.

This cover is subject to Sub Limits Of Insurance mentioned below:-

Rs. -----Each Covered Incident and Rs-----in the Aggregate

For the avoidance of doubt, the limit applicable here is a component of, and payments made thereunder shall erode the **Product Recall Expense** Limit of the Policy.  
The stated policy deductible will apply to these expenses

**All other terms and conditions remain unchanged.**

Tata AIG General Insurance Company Ltd.



Attached to and forming part of policy no.- .....

### **COST TO REFUND, REPAIR OR REPLACE YOUR PRODUCT ENDORSEMENT**

It is hereby agreed and declared that Section **VI, Exclusions**, Exclusions applicable to Coverage A only, 'A' which reads as follows:

A. We will not pay for **Product Recall Expense** for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled products so as to render them marketable

is deleted in its entirety.

It is further agreed that only in respect of Coverage A-Section **V., Definitions, , G., Product Recall Expense**, is amended by the addition of the following subparagraphs:-

7. The total amount of refunds you give to purchasers, not to exceed the cost of goods sold;
8. The cost to repair **Your Product**, including the cost to return **Your Product** to the purchaser, and the cost to repair unsold finished stock.
9. If **Your Product** is replaced, the cost to produce or acquire a like replacement product, including the cost to return **Your Product** to the purchaser, not to exceed the cost of goods sold; or
10. If **Your Product** can not be repaired, reconditioned, decontaminated or otherwise treated so as to render it marketable, the cost of unsold finished stock.

This cover is subject to Sub Limits Of Insurance mentioned below:-

Rs. -----Each Covered Incident and Rs-----in the Aggregate

For the avoidance of doubt, the limit applicable here is a component of, and payments made thereunder shall erode the **Product Recall Expense** Limit of the Policy.  
The stated policy deductible will apply to these expenses

**All other terms and conditions remain unchanged.**



Attached to and forming part of policy no.- .....

### IMPAIRED PROPERTY EXPENSE ENDORSEMENT

It is hereby agreed and declared that the following is added to Section I. **INSURING AGREEMENT**

#### **Coverage C Impaired Property Expense**

1. We will pay you, subject to any applicable **Deductible**, the covered **Impaired Property Expense** that you become legally obligated to pay arising out of a **Covered Incident** to which this insurance applies. We will have the right to defend any suit seeking those expenses. We will have no duty to defend you against any suit seeking damages which does not arise out of a **Covered Incident**. We may at our discretion investigate any **Covered Incident** and settle any claim or suit that may result. But:
  - a. the amount we will pay is limited as described in LIMITS OF INSURANCE below; and
  - b. our right to defend ends when we have used up the applicable limit of insurance in the payment of **Defence Costs**, judgments or settlements under this coverage.
2. Furthermore this insurance applies to **Impaired Property Expense** arising out of a **Covered Incident** if the initial written notice to us of the **Covered Incident** takes place during the Policy Period, and the **Covered Incident** takes place in the **Policy Territory**.

#### **DEDUCTIBLE**

You will be responsible for the **Deductible** amount shown in Item D. of the Policy Schedule.

We will only pay for loss for any one **Covered Incident** if the amount of all damages and **Defense Costs** for **Impaired Property Expense**, exceeds the **Deductible** and then only up to the applicable LIMITS OF INSURANCE. A separate **Deductible** applies to this Coverage Section.



## Tata AIG General Insurance Company Ltd.

### LIMITS OF INSURANCE

#### Policy Aggregate Limit

The maximum amount we will pay under Coverage C , shall not exceed the POLICY AGGREGATE LIMIT stated in Item C of the Policy Schedule.

#### Each Covered Incident Limit and Coverage Section Aggregate Limit

1. The LIMITS OF INSURANCE shown in the Policy Schedule, and the rules below, fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. persons or organizations making claims or bringing suits;
  - c. **Covered Incidents**; or
  - d. **Your Products**.
  
2. The maximum amount we will pay for the sum of all damages and **Defense Costs** under **Impaired Property Expense** is the applicable **Impaired Property Expense** Aggregate Limit shown in this endorsement.
  
3. Subject to 2. above, the maximum amount we will pay for total of damages and **Defense Costs** for **Impaired Property Expense** in excess of the **Deductible**, as a result of any **Covered Incident** is the applicable of **Impaired Property Expense** Each Covered Incident Limit shown in this endorsement. All **Impaired Property Expense** damages and **Defense Costs** arising from the same omission, introduction or error will be considered as arising out of one **Covered Incident**.
  
4. The LIMITS OF INSURANCE of this Policy apply separately to each consecutive annual period unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

Coverage C is subject to Limit Of Insurance mentioned below:-

Rs. -----Each Covered Incident and Rs-----in the Aggregate



The definitions in Section V. – **DEFINITIONS** apply to Coverage C .Section V. **DEFINITIONS** is also amended to include the following definition, which apply to Coverage C only:-

**M. Impaired Property Expense**

**Impaired Property Expense** means reasonable and necessary cost incurred during the 12 month period commencing on the first day such costs are incurred by reason of a **Covered Incident**, if such costs are incurred solely as a result of impairment of tangible property, other than **Your Product(s)**, that cannot be used or is less useful because it incorporates **Your Product(s)** that is known to be defective, deficient, or inadequate and if such property can be restored to use by the repair, replacement, adjustment or removal of **Your Product(s)**.

These costs are limited to the following:

1. The total amount of refunds you give to purchasers, not to exceed the cost of the goods sold.
2. The costs to repair **Your Product(s)**, including the cost to return **Your Product(s)** to the purchaser, and the cost to repair unsold stock.
3. If **Your Product(s)** cannot be replaced, the cost to produce or acquire alike replacement product, including the cost to return **Your Product(s)** to the purchaser, not to exceed the cost of goods sold; or
4. If **Your Product(s)** cannot be repaired, reconditioned, decontaminated or otherwise treated so as to render it marketable, the cost of unsold finished stock.

Coverage C is subject to **Section VI Exclusions and Section VII Conditions** .  
The Policy is modified to include reference to Coverage C, as appropriate.

**All other terms and conditions remain unchanged.**



Attached to and forming part of policy no.- -----

### **DISMANTLING AND FITTING EXPENSES ENDORSEMENT**

It is hereby agreed and declared that Section V., **Definitions, G., Product Recall Expense, 2.** which reads as follows:-

The cost of shipping **Your Product(s)** from any purchaser, distributor or user to the place or places you designate; but excluding any expenses directly or indirectly arising out of , based upon, or attributable to the dismantling, dismounting, disassembling or installation, mounting or assembling **Your Product**

is deleted in its entirety and replaced with the following:

The cost of shipping **Your Product(s)** from any purchaser, distributor or user to the place or places you designate.

Dismantling and fitting expenses arising out of a **Covered Incident** are limited to the following:-

- the removal of material which is connected or in any other way combined with **Your Product**
- the removal of **Your Product**
- the subsequent installing of **Your Product**
- the subsequent installing of material which has been removed earlier
- the **Property Damage** as an inevitable consequence of the abovementioned activities

The cover for dismantling and fitting expenses with respect to Coverage A and Coverage B is sub limited to:-

Rs. -----Each Covered Incident and Rs-----in the Aggregate

For the avoidance of doubt, the limit applicable here is a component of, and payments made thereunder shall erode the Coverage A and/or Coverage B Limits of the Policy as applicable. The stated policy deductible will apply to these expenses.

**All other terms and conditions remain unchanged.**

**Tata AIG General Insurance Company Ltd.**



Attaching to and forming part of policy no.- -----

**SANCTIONS ENDORSEMENT**

The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

**All other terms and conditions remain unchanged.**