

COMMERCIAL UMBRELLA LIABILITY

PRODUCTS RECALL EXPENSES – FOLLOWING FORM ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. Paragraph 3.5. Recall of Products, Work or Impaired Property under 3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE under SECTION I – COVERAGE in the Commercial Umbrella Liability form is deleted and replaced by the following:

- 3.5. Recall of Products, Work or Impaired Property

Compensatory damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

3.5.1. **Your product;**

3.5.2. **Your work;** or

3.5.3. **Impaired property;**

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- 3.5.4. However, this exclusion does not apply if a policy specified in the Schedule of Underlying Insurance applies to expenses directly incurred by the Insured if the Insured's products are withdrawn because of a known or suspected defect, deficiency, inadequacy or dangerous condition in such products, then this insurance also applies to such expenses provided that:

3.5.4.1. Our obligation to pay expenses under this Policy shall not exceed \$1,000,000 for the total of all product recall expenses in the **policy period**; and

3.5.4.2. Coverage applies only to the same extent, only for such hazards and only for such exposures to which coverage under said **underlying insurance** for the Insured's product recall expenses applies; and

3.5.4.3. The amount of product recall expenses insurance under the scheduled **underlying insurance** is no less than \$100,000 for the total of all product recall expenses of the Insured in the **policy period**.

All other terms and conditions of the Policy remain unchanged.