

Recall Exclusion

Policy No.: _____ Effective Date: _____

Attaching to and forming part of Commercial General Liability Form.

This policy does not cover any claims, costs or expenses incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your product where such product is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition.

For the purposes of this endorsement, recall means the withdrawal of a product from the market because;

- i) its use or consumption has resulted in bodily injury or property damage;
- ii) of a criminal act, committed by someone other than you or your employees acting with your knowledge or consent, that has created a threat of bodily injury or property damage if the product is used or consumed; or
- iii) it has become public knowledge that the use or consumption of the product could result in bodily injury or property damage. A series of "recalls" of:
 - (1) the same product or similar products;
 - (2) two or more products arising from the same or a similar cause;
 - (3) products with the same or a similar brand name, trademark, model, series or similar designation; or
 - (4) products of the same manufacturer;
 - (5) within any 12 month period will be considered one "recall".