

利宝保险有限公司

产品召回损失保险附加意外污染批单条款

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本附加条款对主险条款如下内容进行修订：

第 4 条 保险事故通过添加分项 4.5 意外污染加以修订。第 4 条保险事故修订后的内容如下：

- 4.1 制造缺陷；
- 4.2 设计缺陷；
- 4.3 恶意产品篡改；
- 4.4 政府召回；或
- 4.5 意外污染。

第 15 条 添加以下定义修订。

15.32 意外污染是指被保险产品在其生产、准备、制造、包装或分销过程产生或直接导致的疏忽或无意污染、错贴标示或包装缺陷，前提是使用或消耗被保险产品：

- (a) 在消耗或使用后的三百六十五(365)天内已导致或将导致任何人士受到人身伤害；
- 或
- (b) 已导致或将导致财产损失。

15.33 错贴标示仅指：

- (a) 在被保险产品上张贴或寄发错误标签、标牌、印刷包装或其他相关文件，包括但不限于小册子和产品信息附件；或
- (b) 被保险产品上或与之有关的任何材料或其他信息的文本或格式的错误或遗漏。

但不包括与被保险产品有关的任何误导或欺骗行为。

15.34 包装缺陷是指在包装材料的制造、生产或加工过程中无意或意外导致错误，其直接影响到被保险产品的使用或消耗如下：

- (a) 在消耗或使用后的三百六十五(365)天内已导致或将导致任何人士受到人身伤害；
- 或
- (b) 已导致或将导致财产损失。

包装缺陷引起的所有该等损失的分项限额应为保险明细表中规定的年度总累计赔偿限额的 15%。

15.35 包装材料是指已完全纳入被保险产品的局部和可摄入被保险产品的任何包装组件。

所有其他条款和条件保持不变
Accidental Contamination Endorsement

Section 4. Insured Events is amended by the addition of subsection 4.5 Accidental Contamination.
Section 4. Insured Events thereafter reads as follows:

- 4.1 Manufacturing Error;
- 4.2 Design Error;
- 4.3 Malicious Product Tampering;
- 4.4 Government Recall; or
- 4.5 Accidental Contamination.

Section 15. Definitions, is amended by the addition of the following Definitions.

15.32 Accidental Contamination means an inadvertent or unintentional contamination, Mislabelling or Packaging Defect of an Insured Product(s), that occurs during or as a direct result of its production, preparation, manufacture, packaging or Distribution, provided that the use or consumption of an Insured Product(s):

- (a) has resulted in or would result in Bodily Injury of any person(s), within three hundred sixty five (365) days following such consumption or use; or
- (b) has resulted in or would result in Property Damage.

15.33 Mislabelling means only:

- (a) the affixing or despatching of the wrong label, tag, printed packaging or other related documentation, including but not limited to brochures and product information inserts, to or with the Insured Product; or
- (b) errors or omissions in the text or format of any such material or any other literature, on or with the Insured Product.

It does not include any misleading or deceptive conduct in connection with the Insured Product.

15.34 Packaging Defect means an inadvertent or accidental error in the manufacturing, production, or processing of the Packaging Material that has the direct effect that the use or consumption of the Insured Product(s):

- (a) has resulted in or would result in Bodily Injury of any person(s), within three hundred sixty five

(365) days following such consumption or use; or
(b) has resulted in or would result in Property Damage.

The Sublimit for all such Loss arising from Packaging Defect will be 15% of the combined annual aggregate Limits of Liability stated in the Schedule.

15.35 Packaging Material means any packaging component of a topical and ingestible Insured Product which has been fully incorporated into the Insured Product.

All other terms and conditions remain unchanged