

## LONDON THIRD PARTY GENERAL LIABILITY POLICY (OCCURRENCE)

### PRODUCTS LIABILITY AND COMPLETED OPERATIONS LIABILITY WRITEBACK ENDORSEMENT

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE FOR PRODUCTS LIABILITY AND COMPLETED OPERATIONS LIABILITY ON A CLAIMS MADE BASIS.

The LONDON THIRD PARTY GENERAL LIABILITY POLICY (OCCURRENCE) is amended as follows:

1. Clause 1, **COVERAGE** within I. **INSURING AGREEMENTS** is amended to read:

#### 1. **COVERAGE**

To indemnify the **Insured** for **Ultimate Net Loss** by reason of liability:

- (a) imposed upon the **Insured** by law; or
- (b) assumed by the **Insured** under an **Insured Contract**

for **Damages** in respect of **Bodily Injury** or **Property Damage** caused by an **Occurrence**, provided always that:

- (i) the **Occurrence** arises out of an **Insured Operation**; and
- (ii) (A) as respects all liability insured under this **Policy** other than **Products Liability** or **Completed Operations Liability**, the **Occurrence** first commences on an identified specific date during the **Policy Period**; or  
(B) as respects **Products Liability** or **Completed Operations Liability**, the **Occurrence** first commenced after the **Retroactive Date** and a **Claim** is first made in writing against the **Insured** during the **Policy Period**.

2. Clause 4, **LIMIT OF LIABILITY** within I. **INSURING AGREEMENTS** is amended to read:

#### **LIMIT OF LIABILITY**

The **Limit of Liability** stated in Item 6(a) of the Declarations is the limit of Underwriters' liability for all **Ultimate Net Loss** resulting from each **Occurrence**, regardless of the number of **Insureds**, **Claims** or claimants.

The aggregate **Limit of Liability** stated in Item 6(b) of the Declarations is the maximum limit of Underwriters' liability for all **Ultimate Net Loss** covered by this **Policy**, separately in respect of:

- (i) **Products Liability** and **Completed Operations Liability** combined; and
- (ii) all other coverages combined.

The **Limit of Liability** shall be reduced and may be exhausted by all **Ultimate Net Loss** payments. Underwriters shall not be obligated to make any **Ultimate Net Loss** payment once the **Limit of Liability** is exhausted, or

the available **Limit of Liability** is deposited in a court of competent jurisdiction.

3. The following Clause is added to II. **DEFINITIONS**:

“**Retroactive Date**” means < DATE >.

4. The following Clauses within III. **EXCLUSIONS** are deleted:

- 11. for **Products Liability**;
- 12. for **Completed Operations Liability**;

5. The following Clauses are added to III. **EXCLUSIONS**:

- 24. arising out of an **Occurrence**, **Claim** or potential **Claim** in respect of which the **Insured** either has given notice to the insurers of any other insurance before the **Policy Period** or where such notice is treated by any insurers as received by such insurers before the **Policy Period**;
- 25. arising out of an **Occurrence** that commenced prior to the **Retroactive Date**.

6. Clause 8, **NOTICE TO UNDERWRITERS**, within IV. **CONDITIONS** is amended to read:

**8. NOTICE TO UNDERWRITERS**

In the event of an **Occurrence**, the **Insured** shall provide written notice to Underwriters through the person or firm named in Item 8 of the Declarations as soon as is practicable after the **Insured** first becomes aware of the **Occurrence** stating the following:

- (a) the specific **Occurrence**; and
- (b) the **Bodily Injury and/or Property Damage** which may result or has resulted from the **Occurrence**; and
- (c) the circumstance by which the **Insured** first became aware of the **Occurrence**.

The temporal discovery and notification conditions of exclusion 14 for **Claims** caused by or arising out of seepage, pollution or contamination remain paramount.

Notwithstanding the foregoing, Underwriters will only provide indemnity under this **Policy** for **Products Liability** or **Completed Operations Liability** if the **Occurrence** giving rise to the **Products Liability** or **Completed Operations Liability** first commenced after the **Retroactive Date** and before the expiry of the **Policy Period** and if:

- (i) a **Claim** is first made in writing against the **Insured** during the **Policy Period**, in which case the **Insured** must provide written notice of the **Claim** to Underwriters through the person or firm named in Item 8 of the Declarations as soon as is practicable, or
- (ii) Underwriters receive written notice during the **Policy Period**, or up to 30 days after the expiry date of the **Policy Period**, of the **Occurrence**,

in which case the Underwriters will treat all **Claims** arising out of the notified **Occurrence** made against the **Insured** within seven years from the date of such notification as made on the date on which the notification was received by Underwriters or the expiry date of the **Policy Period**, whichever is the earlier.

If any **Insured** shall make any demand for indemnity under this **Policy** that is false or fraudulent, as regards amount or otherwise, this **Policy** shall become null and void, and all coverage hereunder shall be forfeited with no return of premium to the **Insured**.

**All other terms and conditions of the Policy remain unchanged.**