

## ADVANCED MEDICAL TECHNOLOGY PRODUCTS AND PROFESSIONAL LIABILITY INSURANCE POLICY

Life science clients and producers have unique liability concerns. The CNA HealthPro Advanced Medical Technology Products Liability and Professional Liability Insurance Policy (GSL 7183 09/07) has been designed to address those issues with a broad and comprehensive policy. Coverage highlights include:

- Circumstance Reporting – Claims arising out of circumstances during the coverage relationship are deemed made during the policy period, even up to five years after policy termination.
- Clear and Concise “Related Claims” Language – All claims arising out of a single or related wrongful act or occurrence are deemed to be a single claim. There is no need to link a related claim to a specified batch or lot.
- Personal and Advertising Injury coverage protection for the Insured’s clinical trials.
- Dual Coverage for Both Professional Liability and Products-Work Hazard Liability: Policy provides coverage for traditional bodily injury or property damage or personal and advertising injury relating to a products-work hazard claim, and wrongful acts related to a professional liability claim arising out of the rendering of professional services to provide coverage irrespective of whether a claim arises from a tangible or intangible event.
- Broad and Inclusive “Who Is An Insured” Language – This language ensures that your entities and specified business partners are automatically included and covered under the policy.
- Automatic primary and non-contributory language to include additional insureds when required by contract.
- Covered damages include: 1) financial loss arising from a product recall and other business interruption events caused by the insured’s failure to render a professional services; and 2) product-work hazard coverage applying to bodily injury claims arising from a product recall.

- Available endorsement to provide worldwide coverage that will respond on an excess basis, waiving the insured’s retention requirements when a claim exceeds the locally-required limits of liability for products or clinical trials.
- Blanket clinical trials coverage without limitations for clinical trials involving the following types of approved studies: protected participants; compassionate use; investigator-sponsored; comparative and combinations.
- Good Samaritan Coverage applies to work product hazard claims arising from medical services rendered as first aid or emergency care by the Insured’s employed physicians, dentists, nurses, emergency medical technicians, or paramedics.
- Coverage issued on a nonadmitted basis, which provides flexibility, stability, and responsiveness to the specific needs of our life science clients.

In addition to the extensive coverage provided by the Products-Work Hazard Liability Policy, CNA is ready to provide other endorsements to meet a number of your clients’ supplemental coverage needs, including: Technology Errors & Omissions; medical malpractice for clinical trial investigators; product withdrawal expense; no-fault clinical trials coverage, where required in foreign jurisdictions. When it comes to finding a national carrier who understands the unique needs of Life science clients and producers ... **we can show you more.<sup>SM</sup>**



## TYPICAL BROKER COVERAGE SPECIFICATIONS

**Cancellation 90 Days** (p.24, VI. I.)

**Cancellation for Nonpayment of Premium 10 Days** (p.24, VI. I.)

**Claims-Made and Reported Policy** Yes (p.1.)

**Pay-on-behalf basis (except where prohibited)**

Yes (p.1. I. Insuring Agreement)

**Auditable Premium Basis** Yes (p.23, VI. E.)

**Defense included in Deductible and Limit**

Yes (p. 1, 1. Insuring Agreement)

**Choice of Counsel** Yes (p.2, I. ,D. Defense - requires approval of company)

**Per Claim Deductible** Yes (p.3, II. C. Deductible)

**Willful or Intentional Errors & Omissions** Yes (p.26, VI. O. Entire Contract)

**Notice of Claim or Occurrence** Yes (p.22, VI, A. Your Duties if there is a Claim. "Promptly notify", no day limitations)

**Knowledge of Occurrence, Demand, Civil Proceeding**

Yes (p.15, .V. Executive officer and p.23 VI. C. When a Claim Shall Be Deemed Made)

**Minimum Earned Premium** Yes (p.23.E. & 24.I. Cancellation - 90% of the pro-rata unearned paid premium, or 75% of the total annual premium)

**Broad Named Insured including Limited Liability Companies, Joint Ventures, Partnerships and Sole Proprietors** Yes (p.10, IV, Who Is An Insured, p.21, V. You and Subsidiary)

**Employees as Insureds** Yes (p.10. IV. C and p.15.V. Employee)

**Contractual Liability including Defense Expense**

Yes (p.13.IV. H. Contractual Obligee and p.5, III. A, 8. Contractual Liability)

**Blanket Human Clinical Trial coverage**

Yes (p.21, V. Your Product)

**Batch/Lot Clause** Yes (p.3, II, D. Multiple insured, claims and claimant's provision and p.20. V. Related Claims)

**Modified Expected or Intended Injury Exclusion**

Yes (p.3, III. A. 1. Expected or Intended Injury)

**Punitive Damages Coverage**

Silent

**Worldwide Territory Claims and Suits (See available endorsement)**

Yes (see Worldwide Territory Endorsement GSL6311. If local admitted policies are enforce, this endorsement will convert the policy to excess and the insured retention would be waived by endorsement)

**Broad Who Is an Insured Language, including: Vendors; Clinical Trial Consultants; Clinical Trial Investigators; Medical Product Sales Consultants, Sites, Scientific Advisory Boards; Ethics Committees and/or Institutional Review Boards**

Yes (p.11, IV. E and IV. P. 12, F & G)

**Combination, Investigator-Sponsored and Comparative Studies**

Yes (no limitations/exclusion in the policy, also see IV. Definitions, Your Product, p.20)

**Modified Other Insurance to provide Primary and Non-Contributory language to include another entity where required by contract**

Yes (p.25, VI. J. Other Insurance)

**Extended Reporting Period**

Yes (up to 5 years for up to 200% of the annualized expiring premium, p.26 and p. 27, VI, Q, 1, 2, 3, 4 & 5)

**Waiver of Subrogation**

Yes (p.23, VI.. D. Subrogation)

**Notice of Circumstance provision to allow an insured to notify the insurer of an event that may develop into a claim**

Yes (p. 22, VI. B. Your Rights and Duties In the Event Of A Circumstance)

**Good Samaritan Coverage**

Yes (p. 10, III. C. 10. Medical Services)

**Medical Malpractice Coverage for Investigators**

Yes (by endorsement – GSL TBD.)

**No-Fault Clinical Trials Endorsement available in select Countries**

Yes (by endorsement – GSL 6329)

