

ADVANCED MEDICAL TECHNOLOGY PRODUCTS LIABILITY POLICY

Life science clients and producers have unique liability concerns. The CNA HealthPro Advanced Medical Technology Products Liability Policy (GSL 7186 08/08) has been designed to address those issues with a broad and comprehensive policy. Coverage highlights include:

- Circumstance Reporting – Claims arising out of a reported circumstance 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 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.
- 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.
- Available endorsement to include 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.
- Coverage applies to bodily injury claims arising from a product recall.
- 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.SM**



TYPICAL BROKER COVERAGE SPECIFICATIONS

Cancellation 90 Days (p.18, VI. I.)

Cancellation for Nonpayment of Premium 10 Days
(p.18, 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.17, VI. E.)

Defense included in Deductible and Limit Yes (p. 1, I.
Insuring Agreement)

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

Per Claim Deductible
Yes (p.2 -3, II. C. Deductible)

Willful or Intentional Errors & Omissions Yes (p.19, VI. O.
Entire Contract)

Notice of Claim or Occurrence Yes (p.16, VI, A. Your Duties if
there is a Claim. "Promptly notify", no day limitations))

Knowledge of Occurrence, Demand, Civil Proceeding
Yes (p.11, .V. Executive officer and p.17 VI. C. When a Claim Shall
Be Deemed Made)

Minimum Earned Premium Yes (p.17.E. & 18.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. 7, IV, Who Is An Insured, p.15, V. You
and Subsidiary)

Employees as Insureds Yes (p. 8. IV. C and p.11.V. Employee)

Contractual Liability including Defense Expense
Yes (p. 4, III. 8. Contractual Liability and p. 9. IV. H. Contractual Oblige)

Blanket Human Clinical Trial coverage Yes (p.15, V. Your Product)

Batch/Lot Clause Yes (p.3, II, D. Multiple insured, claims and claimant's
provision and p.15. V. Related Claims)

Modified Expected or Intended Injury Exclusion. Yes (p.3, III, 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.8, IV. E and IV. P. 9, F and G)

**Combination, Investigator-Sponsored and
Comparative Studies** Yes (no limitations/exclusion in the policy, also
see IV. Definitions, Your Product, p.15)

**Modified Other Insurance to provide Primary and
Non-Contributory language to include another entity where
required by contract** Yes (p.18, VI. J. Other Insurance)

Extended Reporting Period Yes (up to 5 years for up to 200% of the
annualized expiring premium, p.19, VI. Q., 1, 2, 3, 4 & 5)

Waiver of Subrogation Yes (p.17, 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. 16, VI. B. Your Rights and Duties In the Event of a Circumstance)

Good Samaritan Coverage Yes (p. 7, III. 21. Medical Services)

Medical Malpractice Coverage for Investigators
Yes (by endorsement – GSL 2454.)

**No-Fault Clinical Trials Endorsement available in
select Countries** Yes (by endorsement – GSL 6329)

