

Products-Completed Operations Liability Claims-Made For Life Sciences

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Extended Reporting Periods; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a named **insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE **INSURED** DURING THE POLICY PERIOD.

THIS INSURANCE APPLIES ONLY TO **BODILY INJURY AND PROPERTY DAMAGE** INCLUDED IN THE **PRODUCTS-COMPLETED OPERATIONS HAZARD**.

Coverages

Bodily Injury And Property Damage Products-Completed Operations Liability Coverage Claims-Made

A. Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

1. imposed by law; or
2. assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** included in the **products-completed operations hazard**.

B. This coverage applies only if:

1. the **bodily injury** or **property damage** did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and
2. a claim by a person or organization for damages for the **bodily injury** or **property damage** is:
 - a. first made against any **insured** during:
 - i. the policy period; or
 - ii. any Extended Reporting Period we provide, as described in the Extended Reporting Periods section of this contract; or
 - b. made in accordance with the provisions of the condition titled Notice Of Circumstances.

Coverages

Bodily Injury And Property Damage Products-Completed Operations Liability Coverage Claims-Made (continued)

- C. This coverage does not apply to any injury, damage, **occurrence**, claim, **suit** or other circumstance:
1. reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
 2. **deemed known**, before the beginning of the policy period, that could reasonably be expected to result in any payment under this insurance; or
- D. For purposes of this coverage:
1. a claim by a person or organization for damages for the **bodily injury** or **property damage** will be deemed to have been made, when:
 - a. notice of such claim is received and recorded by:
 - i. any **insured**; or
 - ii. us; or
 - b. we, at our discretion, make a settlement;
whichever comes first.
 2. all claims made for damages for the **bodily injury** to the same person, including damages claimed by a person or organization for care, loss of services or death resulting at any time from the **bodily injury**, will be deemed to have been made at the time the first of such claims is made against any **insured**.
 3. all claims made for damages for the **property damage** causing loss to the same person or organization will be deemed to have been made at the time the first of such claims is made against any **insured**.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Human Clinical Trial Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies in connection with your **human clinical trials**, to which this insurance applies, provided that such:

- **bodily injury** is not excluded under any section of this contract;
- accident occurs during the policy period;
- expenses are incurred and reported to us within one year of the date of the accident; and
- person who sustained the **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

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Coverages

Human Clinical Trial Medical Expenses Coverage (continued)

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.
We have no other obligation or liability under this coverage.

Special Provisions Applicable To A Human Clinical Trial

Subject to all of the terms and conditions of this insurance, this insurance applies to a **human clinical trial**, only if:

- the material tested is a **life science product**; and
- exposure to such material, upon or within human beings during such trial, did not first occur before the beginning of the policy period or Retroactive Date as applicable.

With respect to such **human clinical trial**:

- A. this insurance applies only if the:
1. **insured** makes all filings that the **insured** is required to make under all applicable laws and regulations and receives all necessary authorizations in connection therewith;
 2. trial is approved by the appropriate **institutional review board** or similar organization; and
 3. **insured** has not recklessly or willfully violated or consented to any violation of any agreement, contract, law, procedure, protocol or regulation applicable to the conduct of the trial.
- B. involving exposure to material, upon or within human beings during such a trial, that first occurs on or after the beginning of the policy period, provided the **insured** is the sponsor of the trial, or has assumed any obligation assigned to a sponsor under any applicable law or regulation, in connection with:
1. an Investigational New Drug Application or similar authorization that is required of any **insured**, for a new **drug**;
 2. an Investigational Device Exemption Application or similar authorization that is required of any **insured**, for a new **device family**;
 3. human beings who are **cognitively impaired**;
 4. human beings who are pregnant;
 5. human beings who are under 18 years of age;
 6. planned Emergency Use Research testing; or
 7. **prisoners**;

this insurance applies only if:

- you give us written notice describing the trial for which you are requesting coverage;
- we agree to issue an endorsement to provide coverage in connection with the trial, in accordance with the terms, conditions and additional premiums determined by us; and
- you accept such terms and conditions and pay such premiums promptly when due.

Coverages

Special Provisions Applicable To A Human Clinical Trial (continued)

Subparagraph B. above does not apply to a trial that has been described to us by you in the application for this insurance, to the extent that we have agreed to provide coverage in connection with such trial.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

We have no duty to defend any person or organization against any **suit** to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** and make any settlement, regardless of whether any claim has been made or **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. **claim adjustment expenses**.
- B. reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1,000 a day because of time off from work.
- C. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- D. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

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Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- A. applies anywhere.
- B. does not apply to:
 1. **bodily injury** or **property damage** that takes place outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a **suit** on the merits (to determine the **insured**'s responsibility to pay damages, to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.
 2. any damages, loss, cost or expense in connection with any **suit** brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Voluntary participation in a **human clinical trial** will not be deemed to be within the scope of their employment or their performance of duties related to the conduct of your business.

Who Is An Insured

Employees (continued)

However, no **employee** is an **insured** for:

A. **bodily injury**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

This limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**;
- your **employees**, as **insureds**, with respect to such damages caused by cardiopulmonary resuscitation or other first aid services administered by such an **employee**.

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction. However, no such person is an **insured** in connection with their voluntary participation in a **human clinical trial**.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Vendors

Persons or organizations who are vendors of **your product** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your product** in the regular course of their business and only if this insurance applies to such products (included in the **products-completed operations hazard**).

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- chemical or physical change in **your product** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;

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Who Is An Insured

Vendors (continued)

- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor; or
- rendering of or failure to render any **healthcare service** whether or not such service is ordinary to any **insured**'s profession and regardless of whether or not a claim or **suit** is brought by any client or other person or organization.

Further, no person or organization:

- A. from whom you have acquired **your product**, or any container, ingredient or part entering into, accompanying or containing **your product**;
 - B. acting as a:
 - 1. **life science product sales contractor**;
 - 2. life science product service contractor; or
 - 3. human clinical trial contractor; or
 - C. that dispenses, distributes, furnishes or sells a **life science product** to a provider of **healthcare service**;
- is an **insured** under this provision.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- A. a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- B. a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for **bodily injury** or **property damage** that did not occur later than:
 - 90 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first.

Who Is An Insured

(continued)

Human Clinical Trial Contractors

Persons (other than your **employees**) or organizations acting as a **human clinical trial contractor** for you, pursuant to a written contract or agreement between you and such person or organization, are **insureds**; but they are **insureds** only:

- A. with respect to their liability for damages for **bodily injury** or **property damage** (included in the **products-completed operations hazard**) resulting from acts:
 - 1. in connection with your **human clinical trial**, to which this insurance applies; and
 - 2. in the regular course of their business; and
- B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- chemical or physical change in **your product** made intentionally by the person or organization.
- damages arising out of their sole negligence.
- reckless or willful violation of any law or regulation.

Further, no person or organization from whom you have acquired **your product**, or any container, ingredient or part entering into, accompanying or containing **your product**, is an **insured** under this provision.

Life Science Product Sales Contractors

Persons (other than your **employees**) or organizations acting as a **life science product sales contractor** for you, pursuant to a written contract or agreement between you and such person or organization, are **insureds**; but they are **insureds** only:

- A. with respect to their liability for damages for **bodily injury** or **property damage** (included in the **products-completed operations hazard**) resulting from the dispensing, distribution, furnishing or sale of **your product**:
 - 1. if **your product** is a **life science product**, to which this insurance applies; and
 - 2. in the regular course of their business; and
- B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- chemical or physical change in **your product** made intentionally by the person or organization.
- damages arising out of their sole negligence.

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Who Is An Insured

Life Science Product Sales Contractors (continued)

- reckless or willful violation of any law or regulation.
- rendering of or failure to render any **healthcare service** whether or not such service is ordinary to any **insured**'s profession and regardless of whether or not a claim or **suit** is brought by any client or other person or organization.
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other substance or thing by or for the person or organization. This limitation does not apply to such relabeling of **your product** in the regular course of dispensing or furnishing the required amount or dosage of such product.

Further, no person or organization from whom you have acquired **your product**, or any container, ingredient or part entering into, accompanying or containing **your product**, is an **insured** under this provision.

Life Science Product Service Contractors

Persons (other than your **employees**) or organizations acting as a **life science product service contractor** for you, pursuant to a written contract or agreement between you and such person or organization, are **insureds**; but they are **insureds** only:

- A. with respect to their liability for damages for **bodily injury** or **property damage** resulting from acts:
1. within the scope of your **life science product service**, to which this insurance applies; and
 2. in the regular course of their business; and
- B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- chemical or physical change in **your product** made intentionally by the person or organization.
- damages arising out of their sole negligence.
- reckless or willful violation of any law or regulation.
- rendering of or failure to render any **healthcare service** whether or not such service is ordinary to any **insured**'s profession and regardless of whether or not a claim or **suit** is brought by any client or other person or organization.

Further, no person or organization from whom you have acquired **your product**, or any container, ingredient or part entering into, accompanying or containing **your product**, is an **insured** under this provision.

Who Is An Insured

(continued)

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any **bodily injury** or **property damage** that occurred, in whole or in part, before such acquisition is executed.
- C. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets you acquire;
 2. conduct of any person or organization whose assets, business or organization you acquire; or
 3. conduct of any organization you form;
- during the policy period, either directly or indirectly, for any **bodily injury** or **property damage** that occurs later than:
- 90 days after such acquisition or formation is executed; or
 - the end of the policy period;
- whichever comes first, unless:
- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly when due.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

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Limits Of Insurance (continued)

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Human Clinical Trial Medical Expenses Aggregate Limit

Subject to the Human Clinical Trial Medical Expenses Each Person Limit, the Human Clinical Trial Medical Expenses Aggregate Limit is the most we will pay for the sum of **medical expenses**, under Human Clinical Trial Medical Expenses Coverage.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any such sums we pay for such damages will reduce the amount of the applicable aggregate limit for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Human Clinical Trial Medical Expenses Each Person Limit

Subject to the Each Occurrence Limit, the Human Clinical Trial Medical Expenses Each Person Limit is the most we will pay for the sum of **medical expenses**, under Human Clinical Trial Medical Expenses Coverage, for **bodily injury** sustained by any one person.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Human Clinical Trial Medical Expenses Each Person Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any damages or **medical expenses** we pay will reduce the Limits Of Insurance.

Payments we make under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract will not reduce the Limits Of Insurance.

Bodily Injury/Property Damage Exclusions

Abuse Or Molestation

This insurance does not apply to **bodily injury** or **property damage** arising out of any:

- A. actual or threatened abuse or molestation, by anyone, of any person while in the care, control or custody of any **insured**; or

Bodily Injury/Property Damage Exclusions

Abuse Or Molestation (continued)

- B. retention, employment, investigation or supervision, or reporting to or failure to report to the proper authorities, of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded in subparagraph A. above.

Alcoholic Beverage Type Businesses

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Asbestos

A. This insurance does not apply to **bodily injury** or **property damage** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

Contracts, Bodily Injury Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

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Bodily Injury/Property Damage Exclusions

(continued)

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;
arising out of any:
 - defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 - delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured**'s business.

Bodily Injury/Property Damage Exclusions

Employer's Liability (continued)

- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

Voluntary participation in a **human clinical trial** will not be deemed to be within the course of employment or performance of duties as described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

Employment-Related Practices

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7. a. eviction; or
b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
 - to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.
-

Products–Completed Operations Liability Claims–Made For Life Sciences

Bodily Injury/Property Damage Exclusions

(continued)

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
 - 1. person or organization; or
 - 2. property you own, rent or occupy.

Expected Or Intended Bodily Injury Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Healthcare Or Other Professional Services

This insurance does not apply to **bodily injury** or **property damage** arising out of the rendering of or failure to render any:

- A. **healthcare service**; or
- B. other professional service, advice or instruction;

whether or not such service, advice or instruction is ordinary to any **insured**'s profession and regardless of whether or not a claim or **suit** is brought by any client or any other person or organization.

Subparagraph A. above does not apply to:

- **bodily injury** caused by a defect, deficiency, inadequacy or dangerous condition in **your product**;
- **bodily injury** caused by cardiopulmonary resuscitation or other first aid services (other than in connection with a **human clinical trial**);
- **bodily injury** resulting from the service provided within the scope of and in accordance with the applicable written protocol of a **human clinical trial**, in connection with a **human clinical trial**; or
- Human Clinical Trial Medical Expenses Coverage;

to which this insurance applies.

Institutional Review Boards

This insurance does not apply to **bodily injury** or **property damage** arising out of the activities of any **institutional review board**.

**Bodily Injury/Property
Damage Exclusions**

(continued)

**Intellectual Property
Laws Or Rights**

This insurance does not apply to any actual or alleged **bodily injury** or **property damage** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

Nuclear Energy

A. This insurance does not apply to **bodily injury** or **nuclear property damage**:

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. arising out of the **nuclear hazardous properties** of **nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to **bodily injury** or **nuclear property damage** arising out of the **nuclear hazardous properties** of **nuclear material**:

1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Products-Completed Operations Liability Claims-Made For Life Sciences

Bodily Injury/Property Damage Exclusions

(continued)

Pollution

- A. This insurance does not apply to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
 4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Progressions Of Known Bodily Injury Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any injury or damage **deemed known**, before the beginning of the policy period, to have occurred.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product**;
- **your work**; or

Bodily Injury/Property Damage Exclusions

Recall Of Products, Work Or Impaired Property (continued)

- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Unapproved Goods Or Products

This insurance does not apply to **bodily injury** or **property damage** arising out of the actual, alleged or threatened hazardous properties of goods or products:

- A. declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
 - 1. the goods or products were disposed of, distributed, handled, manufactured or sold; or
 - 2. such damages were incurred; or
- B. disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Subparagraph A. above does not apply to **your product**, to which this insurance applies, if such good or product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the policy period.

Unapproved Human Clinical Trials

This insurance does not apply to **bodily injury** or **property damage** in connection with any **human clinical trial**, if such injury or damage arises out of any unapproved exposure to material, upon or within human beings during such a trial, that occurs after:

- a hold has been placed on the trial;
- approval of an Investigational New Drug Application, Investigational Device Exception Application or similar authorization applicable to the trial has been withdrawn; or
- the trial has been ordered to be discontinued;

by any governmental or regulatory authority having jurisdiction.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Human Clinical Trial Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person while taking part in athletics, unless such injury results from participation in a **human clinical trial**, to which this insurance applies.

Products-Completed Operations Liability Claims-Made For Life Sciences

Human Clinical Trial Medical Expenses Exclusions (continued)

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any **insured**, except a:

- person who is otherwise your **employee**, if such injury results from voluntary participation in; or
 - volunteer worker, if such injury results from;
- a **human clinical trial**, to which this insurance applies.

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

This exclusion does not apply to **medical expenses** resulting from **bodily injury** in connection with a **human clinical trial**, to which this insurance applies, as described in subparagraph C.1. of the definition titled **products-completed operations hazard**.

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Extended Reporting Periods

When Extended Reporting Periods Apply

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period, if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
 1. has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance; or
 2. does not apply on a claims-made basis.

How Extended Reporting Periods Apply

Extended Reporting Periods:

A. apply only to claims for damages for **bodily injury** or **property damage** that did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period.

Extended Reporting Periods

How Extended Reporting Periods Apply (continued)

B. do not:

1. extend the policy period or change the scope of coverage provided;
2. reinstate or increase the Limits Of Insurance; or
3. apply to any injury, damage, **occurrence**, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the applicable Extended Reporting Period.

C. may not be canceled once in effect.

Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided. This period begins with the end of the policy period and lasts no longer than:

A. five years with respect to claims first made against any **insured** resulting from **occurrences** reported to us, not later than 60 days after the end of the policy period, in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Occurrence, Claim Or Suit.

B. 60 days with respect to claims first made against any **insured** resulting from an **occurrence** not reported to us in accordance with paragraph A. above.

Such claims will be deemed to have been made during the policy period.

The Basic Extended Reporting Period does not apply to any claim that is covered under any other insurance (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available, but only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the Basic Extended Reporting Period and lasts up to an unlimited time.

Claims actually first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Supplemental Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under insurance in force after the Supplemental Extended Reporting Period begins.

Products–Completed Operations Liability Claims–Made For Life Sciences

Conditions

Adverse Events Reporting

Reporting an **adverse event** to us, another insurer or a governmental or regulatory authority, in itself, does not constitute:

- a conclusion that **your product** caused or contributed to such event;
- an admission or assumption of liability;
- a notice as described under the condition titled Notice Of Circumstances;
- knowledge of a circumstance that would be expected to result in payment under this insurance; or
- that injury or damage was expected or intended.

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence**.
- Notice of an **occurrence** is not notice of a claim.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;

Conditions

Duties In The Event Of Occurrence, Claim Or Suit (continued)

3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insured** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Knowledge of an **occurrence** by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such **occurrence**.
- F. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee, to notify us of an **occurrence** that such person knows about will not affect the insurance afforded to you.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Notice Of Circumstances

- A. If, prior to the end of the policy period, you become aware of a circumstance that has resulted or could result in injury or damage, to which this insurance applies, a claim for damages for such injury or damage will be deemed to have been made during the policy period, provided:
1. you see to it that we receive written notice of such circumstance as soon as practicable and during the policy period; and
 2. such claim is actually first made against any **insured** before the later of the end of:
 - a. the policy period of this insurance;
 - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to you by us or by an affiliate of ours; or
 - c. any extended reporting period exercised under the insurance described in subparagraph A.2.a. or A.2.b. above.

Notification must be in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Occurrence, Claim Or Suit.

Products-Completed Operations Liability Claims-Made For Life Sciences

Conditions

Notice Of Circumstances (continued)

- B. Coverage hereunder:
1. applies only to claims for damages for **bodily injury** or **property damage** that did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period.
 2. does not:
 - a. extend the policy period or change the scope of coverage provided;
 - b. reinstate or increase the Limits Of Insurance; or
 - c. apply to any:
 - i. injury, damage, **occurrence**, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
 - ii. claim that is covered under any other insurance (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you.
 2. under which you are included as an insured.
- B. of any kind, that applies to **medical expenses** in connection with a **human clinical trial**, regardless of whether such insurance is provided to any:
1. **insured**;
 2. human being participating in such trial; or
 3. other person or organization.
- C. that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies on other than a claims-made basis, if:
1. no Retroactive Date is shown in the Declarations of this insurance.

Conditions

Other Insurance (continued)

2. the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss, to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

Products-Completed Operations Liability Claims-Made For Life Sciences

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others (continued)

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

Your Right To Claim Information

We will provide the first named **insured** shown in the Declarations the following information relating to this and any preceding coverage we have issued to you during the previous three years:

- a list or other record of each **occurrence**, not previously reported to any other insurer, of which we were notified in accordance with the Duties In The Event Of Occurrence, Claim Or Suit condition of this contract. We will include the date and brief description of the **occurrence** if that information was in the notice we received.
- a summary by policy year, of payments made and amounts reserved, stated separately, under any applicable aggregate limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first named **insured** within 60 days after the end of the policy period. Then, we will provide this information within 45 days of receipt of the request.

We compile claim information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first named **insured**, we make no representations or warranties to any **insured**, insurer or others to whom this information is furnished by or on behalf of any **insured**. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Adverse Event

Adverse event includes any:

- A. outcome of the following types, regardless of whether or not such outcome is expected or intended:
 - 1. congenital anomaly or birth defect;
 - 2. death;
 - 3. disability or incapacity;
 - 4. hospitalization; or
 - 5. life threatening disease, injury or sickness;of any person;
- B. intervention to prevent any outcome described in subparagraph A. above;
- C. malfunction of **your product** that may give rise to any outcome described in subparagraphs A. or B. above; or
- D. condition that may give rise to any outcome described in subparagraphs A., B. or C. above, requiring notification to a governmental or regulatory authority.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Claim Adjustment Expenses

Claim adjustment expenses:

A. means:

1. reasonable attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our **employees**).
2. reasonable expenses relating to a **suit**, to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - i. appeal judgements; or
 - ii. release attachments;

but only for:

- bonds in connection with a **suit**, to which this insurance applies; and
- bond amounts within the available Limits Of Insurance.

We do not have to furnish these bonds.

4. costs taxed against the **insured** in a **suit**, to which this insurance applies.
 5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organization, regardless of whether such notice constitutes a claim or **suit**.
 6. other reasonable expenses that we allocate to a specific claim or **suit**.
- B. does not include:
1.
 - a. any attorney fees or litigation expenses; or
 - b. any other loss, cost or expense;in connection with any injunction or other equitable relief.
 2. any fine or other penalty.
 3. the salaries or expenses of our **employees** (other than those described in subparagraph A.1. above) or any salaries or expenses of any **insured's employees** or directors, managers, members, officers, partners or workers (whether or not an **employee**).

Cognitively Impaired

Cognitively impaired means suffering from any:

- alcohol or drug dependency;
- degenerative disease affecting the brain;
- dementia or other similar disorder;
- disabling physical handicap;
- mental retardation or other similar disorder;
- neurosis, psychosis or other similar disorder;

Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Cognitively Impaired (continued)

- terminal physical illness; or
 - other condition, disease, injury or sickness;
- that diminishes a human being's capacity for judgment or reasoning.

Cosmetic

Cosmetic means an article that is intended to be applied to the human body for altering appearance, beautifying, cleansing or promoting attractiveness.

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, managers, members, **officers** or partners (whether or not an **employee**).
Officer will be deemed to include an **officer's** designee.

Such injury, damage, **occurrence**, claim, **suit** or circumstance, as applicable, will be **deemed known** at the earliest time when any such person described above:

- A. reports all, or any part, of the injury, damage, **occurrence**, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage, **occurrence** or circumstance; or
- C. becomes aware:
 1. that the injury or damage has occurred or has begun to occur; or
 2. of any actual, alleged or threatened injury, damage, **occurrence**, claim or **suit** in connection with the circumstance.

Device Family

Device family means a **medical device** or a group of such devices manufactured by or for the same organization and having the same basic design and performance characteristics and intended function and use.

Dietary Supplement

Dietary supplement means a good or product, other than conventional food, that is or includes:

- an amino acid, herb or other botanical, mineral, vitamin or other similar substance; or
- a combination, concentrate, constituent, extract or metabolite of the substances described above;

which is intended to supplement the diet of human beings.

Drug

Drug means a biologic or synthetic article, other than conventional food, that is intended to achieve a chemical action upon or within the human body:

- A. for use in the cure, diagnosis, mitigation, prevention or treatment of disease, injury or sickness in human beings;

Definitions

Drug
(continued)

B. to affect any function or structure of the human body; or
WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

- C. that is recognized as such in the official:
1. *Homeopathic Pharmacopoeia*;
 2. *National Formulary*;
 3. *United States Pharmacopoeia*; or
 4. supplements to any of these.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Healthcare Service

Healthcare service means any:

- cosmetic service, advice, instruction or treatment;
- dental, medical, nursing, physiotherapy, surgical or x-ray service, advice, instruction or treatment;
- handling or treatment of dead bodies, including autopsies, organ donations or other procedures;
- health or therapeutic service, advice, instruction or treatment; or
- related dispensing or furnishing of any beverages or food, or any **life science product** or other dental, medical or surgical appliances or supplies.

Human Clinical Trial

Human clinical trial:

- A. means testing of material upon or within human beings to establish the effectiveness or safety of such material.
- B. includes:
1. the providing of the information necessary to obtain the informed consent of human beings to participate in such testing; and
 2. other activities in connection with the testing.

Human Clinical Trial Contractor

Human clinical trial contractor means a person or organization engaged to provide service, advice or instruction in connection with:

- A. 1. clinical;
2. laboratory; or
3. research;
- testing activities, within the scope of and in accordance with the applicable written protocol; or
- B. the planning, monitoring or review;
- of a **human clinical trial**.

Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions

(continued)

Impaired Property

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Information And Network Technology Product

Information and network technology product means:

- A. communication, computer, electronic, Internet, information, network or website:
 1. equipment or parts; or
 2. programs or systems; and
- B. software, data or other information that is in electronic form.

Information And Network Technology Service

Information and network technology service means analysis, design, integration, management, maintenance, processing, programming, repair or support services in connection with an **information and network technology product**.

Institutional Review Board

Institutional review board means:

- a board, committee, group or similar organization; or
- an ethics committee;

designated, directed or requested by an institution or other person or organization to review a **human clinical trial**, including any:

- approval; or
- periodic review;

of any such **human clinical trial**.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Insured Contract**Insured contract:**

- A. means:
1. a lease of premises;
 2. a sidetrack agreement;
 3. an easement or license agreement;
 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. an elevator maintenance agreement; or
 6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.
- B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:
1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 2. giving directions or instructions, or failing to give them.

Intellectual Property Law Or Right**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Life Science Product

Life science product means a **cosmetic, dietary supplement, drug or medical device**.

Life Science Product Sales Contractor

Life science product sales contractor means a person or organization engaged to provide service, advice or instruction in connection with the dispensing, distribution, furnishing or sale of a **life science product**, other than in connection with a **human clinical trial**.

Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Life Science Product Service

Life science product service means:

- clinical;
- design or development review;
- laboratory; or
- research;

service, advice or instruction in connection with a **life science product**.

Life Science Product Service Contractor

Life science product service contractor means a person or organization engaged to provide **life science product service**, other than in connection with a **human clinical trial**.

Loading Or Unloading

Loading or unloading:

A. means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
2. while it is in or on an aircraft, **auto** or watercraft; or
3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Device

Medical device means an apparatus, contrivance, implant, implement, instrument, in vitro reagent, machine or other similar or related article, including an accessory, component or part, that is:

- A. intended for use in the cure, diagnosis, mitigation, prevention or treatment of disease, injury or sickness in human beings;
- B. intended to affect any function or structure of the human body; or
- C. recognized as such in the official:
 1. National Formulary;
 2. United States Pharmacopoeia; or
 3. supplements to any of these;

which does not achieve any of its primary intended purposes through chemical action upon or within the human body and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
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Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions (continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 1. separating the isotopes of plutonium or uranium;
 2. processing or utilizing **nuclear spent fuel**; or
 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
 1. 25 grams of plutonium or uranium 233, or any combination thereof; or
 2. 250 grams of uranium 235; or
- D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**.

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

*Nuclear Waste
(continued)*

- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Prisoner

Prisoner means a human being who is:

- A. incarcerated:
 1. while awaiting arraignment, trial or sentencing; or
 2. having been sentenced; pursuant to a civil or criminal statute; or
- B. detained for drug detoxification, treatment of alcoholism or other purposes, pursuant to a civil or criminal statute which allows or provides for alternatives to incarceration.

*Products-Completed
Operations Hazard*

Products-completed operations hazard:

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
 1. products that are still in your physical possession; or
 2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Liability Claims-Made For Life Sciences

Definitions

Products-Completed Operations Hazard (continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

- B. does not include **bodily injury** or **property damage** arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
 2. the existence of tools, uninstalled equipment or abandoned or unused materials.
- C. notwithstanding anything to the contrary set forth above, includes all **bodily injury** and **property damage** in connection with:
1. a **human clinical trial**, to which this insurance applies.
 2. **your product** that is or was at any time loaned or rented to or located for the use of others, whether or not such product:
 - a. has been sold; or
 - b. is in your possession.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
1. goods or products (other than real property), including:
 - a. **information and network technology products**; and
 - b. **life science products**;manufactured, sold, handled, distributed or disposed of by:
 - you;
 - others trading under your name; or
 - a person or organization whose assets or business you have acquired;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Product
(continued)

2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; and
 3. vending machines and other property loaned or rented to or located for the use of others by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.

Your Work

Your work:

- A. means any:
1. work or operations, including **information and network technology services** and **life science product services**, performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 2. the providing of or failure to provide instructions or warnings.