



## ***FLORIDA NOTICE OF RISK MANAGEMENT PROGRAM AVAILABILITY***

Florida regulations require us to develop and make available for use by our clients a Risk Management Guide. We are pleased to present to you Chubb's Risk Management Guide, which includes measures, services and plans we have developed. The scope of your Risk Management Program should include the following:

1. Safety measures, including, as applicable, the following areas:
  - a. Pollution and environmental hazards;
  - b. Disease hazards;
  - c. Accidental occurrences;
  - d. Fire hazards and fire prevention and detection;
  - e. Liability for acts from the course of business;
  - f. Slip and fall hazards;
  - g. Products injury; and
  - h. Hazards unique to a particular class or category of policyholders.
2. Training to policyholders in safety management techniques.
3. Safety management counseling services.

Our guide and services are available upon request to assist in your risk management efforts. If you would like more information call 1-877-248-2202 or email [loss\\_control\\_service@chubb.com](mailto:loss_control_service@chubb.com).

If you leave a message or send an email inquiry, please include your name, phone number, company name, email address, policy number and a brief description of the loss control services being requested.

**IMPORTANT NOTICE TO POLICYHOLDERS**

**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. Terrorism is defined as any act certified by the Secretary of Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, included in your policy.

This Policyholder Notice refers back to the Important Notice attached to the quote that was provided to you at the time you received the written offer for this policy, and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.**

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**Life Sciences Insurance Program**

**FOR**

**UNIPHARMA LLC**

**Producer:**

**MAJOR AMERICAN MARKETING INTL CO DBA MIAMI INS  
18851 NE 29TH AVE #500  
AVENTURA, FL 33160-0000**

**Chubb Servicing Office:**

**TAMPA  
3000 BAYPORT DRIVE  
SUITE 700  
TAMPA, FL 33607-8410**



**Customarq Series**  
**Life Sciences Insurance Program**

***How To Report A Loss***

To report a **Loss**, use the following procedure.

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***Loss Notification***

If an **Insured Person** has a **Loss**, please contact us by telephone as soon as possible for further assistance:

Telephone Number: 1-800-252-4670

24 hours a day, 7 days a week

***Fax Number***

You may also fax the loss report during normal business hours to:

Fax Number: 1-800-300-2538

***Mailing Address***

You may mail your loss report to the following address:

Chubb Group Of Insurance Companies  
Claim Service Center  
600 Independence Parkway  
P.O. Box 4700  
Chesapeake, Va. 23327-4700

***Table Of Contents***

This Table Of Contents is provided to acquaint you with the overall organization of this policy.

**POLICY ORGANIZATION**

Insuring Agreement

Premium Summary

Liability Insurance Section

    Liability Schedule Of Forms & Declarations

    Liability Contracts \*

    Liability Endorsements

Common Policy Section

    Common Policy Conditions

    Common Policy Endorsements

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\* Note:           Each contract within a section has its own Table Of Contents to facilitate your use of them.





## *NOTICE TO POLICYHOLDERS*

Enclosed is your commercial insurance policy from Chubb. The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

If you have any questions about the attached policy or need assistance with additional insurance, contact your agent or broker. For questions about billing, call our Premium Accounting Service Center at 1-800-372-4822. Thank you for insuring through Chubb.



## ***IMPORTANT NOTICE TO POLICYHOLDERS***

To obtain information or to make a complaint, you may contact the Company at:

202B Hall's Mill Road  
Whitehouse Station, NJ 08889

1-800-36CHUBB  
(1-800-362-4822)

**Insuring Agreement**

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

**Named Insured and Mailing Address**

UNIPHARMA LLC  
10200 NW 67TH STREET  
FORT LAUDERDALE, FL 33321

**Policy Number** 3605-13-20 TPA

**Effective Date** NOVEMBER 6, 2019

*Issued by the stock insurance company  
indicated below, herein called the company.*

**FEDERAL INSURANCE  
COMPANY**

**Producer No.** 0022492

*Incorporated under the laws of  
INDIANA*

**Producer** MAJOR AMERICAN MARKETING INTL CO DBA MIAMI INS  
18851 NE 29TH AVE #500  
AVENTURA, FL 33160-0000

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**Company and Policy Period**

Insurance is issued by the company in consideration of payment of the required premium.

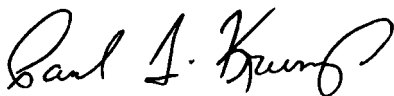
This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

**From:** NOVEMBER 6, 2019      **To:** NOVEMBER 6, 2020

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.



*President*



*Secretary*



Authorized Representative



**Customarq Series  
Life Sciences Insurance Program**

**Premium Summary**

**Chubb Group of Insurance Companies  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889**

**Named Insured and Mailing Address**

UNIPHARMA LLC  
10200 NW 67TH STREET  
FORT LAUDERDALE, FL 33321

**Policy Number** 3605-13-20 TPA

**Effective Date** NOVEMBER 6, 2019

*Issued by the stock insurance company  
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**FEDERAL INSURANCE  
COMPANY**

**Producer No.** 0022492

*Incorporated under the laws of  
INDIANA*

**Producer** MAJOR AMERICAN MARKETING INTL CO DBA MIAMI INS  
18851 NE 29TH AVE #500  
AVENTURA, FL 33160-0000

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**Policy Period**

From: NOVEMBER 6, 2019 To: NOVEMBER 6, 2020  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Premium Payment**

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

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**Premium Audit**

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

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<b>Coverage</b>	<b>Rate</b>	<b>Premium</b>
LIABILITY INSURANCE SECTION		\$ 10,447
INTERNATIONAL INSURANCE SECTION		\$ 3,440

**Premium Summary**  
(continued)**TOTAL****\$ 13,887**

If ATD coverage is provided on this policy, additional certificate and handling fees may be imposed during the policy term.

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**Coverage Premium**

Additional certificate and handling fees may be imposed as respects to certification of pressure equipment as mandated by State and/or local jurisdictional authorities.

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**Payment Plan**

The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

## ***Liability Insurance Section***

### ***Declarations***

**Schedule of Forms**

*Policy Period* NOVEMBER 6, 2019 TO NOVEMBER 6, 2020  
*Effective Date* NOVEMBER 6, 2019  
*Policy Number* 3605-13-20 TPA  
*Insured* UNIPHARMA LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
  
*Date Issued* NOVEMBER 10, 2019

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-6013	11-18	LIAB GLOBAL EXT-LIFE SCIENCES CONTROLLED UL	11/06/19	11/10/19
80-02-6415	8-04	EXCLUSION - SCHEDULED DISEASES	11/06/19	11/10/19
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	11/06/19	11/10/19
80-02-8287	10-09	COVERAGE TERRITORY, SCHEDULED	11/06/19	11/10/19
80-02-0010	4-94	LIABILITY DECLARATIONS	11/06/19	11/10/19
80-02-2056	11-09	EXTENDED GENERAL LIABILITY (INCL HCT) FOR LS	11/06/19	11/10/19
80-02-2062	11-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	11/06/19	11/10/19
80-02-2324	11-06	NON-ACCUMULATION OF LIMITS OF INSURANCE	11/06/19	11/10/19
80-02-2339	4-94	EXCLUSION - PRODUCTS-COMP. OPERATIONS HAZARD	11/06/19	11/10/19
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	11/06/19	11/10/19
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	11/06/19	11/10/19
80-02-6552	5-05	EXCL ASBESTOS,SILICA,SIM CMPD INCL MIXED DUST	11/06/19	11/10/19
80-02-8201	9-06	DEDUCTIBLES	11/06/19	11/10/19
80-02-8337	11-09	SCHEDULED PRODUCTS OR CLASSES OF PRODUCTS	11/06/19	11/10/19
80-02-8364	1-12	DEF - HUMAN CLINICAL TRIAL	11/06/19	11/10/19
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	11/06/19	11/10/19
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	11/06/19	11/10/19
80-02-8559	3-17	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO.-AI/PI	11/06/19	11/10/19
80-02-8591	12-16	COV-HAZ SUB/POLL LIAB - TIME ELEM, DELETED	11/06/19	11/10/19
80-02-8751	9-10	MANDATORY - ARBITRATION - LIFE SCIENCES	11/06/19	11/10/19

## Declarations

## Named Insured and Mailing Address

UNIPHARMA LLC  
10200 NW 67TH STREET  
FORT LAUDERDALE, FL 33321

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

Policy Number 3605-13-20 TPA

Effective Date NOVEMBER 6, 2019

Issued by the stock insurance company  
indicated below, herein called the company.

**FEDERAL INSURANCE  
COMPANY**

Producer No. 0022492

Incorporated under the laws of  
INDIANA

Producer MAJOR AMERICAN MARKETING INTL CO DBA MIAMI INS  
18851 NE 29TH AVE #500  
AVENTURA, FL 33160-0000

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**Policy Period**

From: NOVEMBER 6, 2019 To: NOVEMBER 6, 2020  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Liability Coverage****Limit Of Insurance****GENERAL LIABILITY**

GENERAL AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE PREMISES/OPERATIONS LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000
MEDICAL EXPENSES EACH PERSON LIMIT	\$ 10,000
MEDICAL EXPENSES DEDUCTIBLE - EACH EVENT	\$ 0



**Liability Coverage**  
(continued)**Limit Of Insurance****EMPLOYEE BENEFITS ERRORS OR OMISSIONS**

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 1,000
RETROACTIVE DATE		NOVEMBER 1, 2018

**LIABILITY GLOBAL EXTENSION**

GLOBAL AGGREGATE LIMIT	\$ 4,000,000
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**RATING INFORMATION****STATE: FLORIDA****COVERAGE NAME:**

PREM/OPS

**CLASSIFICATION CODE NUMBER:**

00421

**CLASSIFICATION DESCRIPTION:**

LS DRUG MFG. - PREMISES/OPERATIONS - MODERATE HAZARD

**PREMIUM BASIS:**

GROSS SALES:

\$12,000,000

**RATE:**

0.837

**STATE: INTERNATIONAL SALES****PREM/OPS****CLASSIFICATION DESCRIPTION:**

LS DRUG MFG. - PREMISES/OPERATIONS

**PREMIUM BASIS:**

FOREIGN SALES

\$8,000,000

**RATE:**

.43

**STATE: FLORIDA****EMPLOYEE BENEFITS****CLASSIFICATION CODE NUMBER:**

00176

**CLASSIFICATION DESCRIPTION:**

EMPLOYEE BENEFITS E&amp;O

**PREMIUM BASIS:**

NUMBER OF EMPLOYEES:

110

**RATE:**

2.727

**Chubb. Insured.™**

## ***Liability Insurance***

### ***Liability Global Extension For Life Sciences With Controlled Underlying Insurance***

#### ***Table Of Contents***

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## ***Liability Global Extension For Life Sciences With Controlled Underlying Insurance***

### ***Contract***

#### ***Applicability Of This Global Extension***

This Global Extension, issued to you or **your subsidiaries**, has been negotiated as part of a single multinational insurance program.

This Global Extension applies to all coverages contained in the liability contracts shown in the Liability Insurance Schedule of Forms in effect at the time of loss, except for any coverages contained in the Stop Gap contract or the Integrated Liability And Indemnity Insurance contract.

The additions, deletions and modifications contained in this Global Extension apply only to the insurance afforded by this Global Extension and only with respect to claims, suits or other loss circumstances happening outside the United States of America (including its possessions and territories) and Puerto Rico. However, this Global Extension does not apply to a suit brought in the United States of America or Puerto Rico.

Unless otherwise specified in this Global Extension:

- all other terms and conditions of this insurance remain unchanged; and
- this insurance is not subject to the terms and conditions of any **underlying insurance** or other insurance.

The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this insurance.

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Under Coverages, the following provisions are added.

#### ***Coverages***

##### ***Difference In Limits/Excess Provision***

Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only:

- that part of such damages, loss, cost or expense which exceeds all applicable limits of **underlying insurance** if such **underlying insurance** by its terms and conditions applies to the damage, loss, cost or expense, or would have applied but for the exhaustion of its limits of insurance; and
- to the extent that the Limits Of Insurance of this insurance have not been used up as described in the Limits Of Insurance provisions of this insurance.

This Difference In Limits/Excess Provision applies only if all applicable limits of **underlying insurance**, by its terms and conditions, are:

- reduced by payments to which **underlying insurance** applies; in such event, this insurance will drop down to apply in excess of the remaining amount of the applicable limits of **underlying insurance**; or
- exhausted by payments to which **underlying insurance** applies; in such event this insurance will apply in place of such **underlying insurance**.

This Difference In Limits/Excess Provision does not apply to any part of any:

- A. amounts within the limits of **underlying insurance**, regardless of whether or not such **underlying insurance** is available or collectible;

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## Coverages

### *Difference In Limits/Excess Provision (continued)*

- B. amounts for which the liability or obligation under **underlying insurance** is by law unlimited, regardless of whether or not such **underlying insurance** is available or collectible; or
- C. costs or expenses related to any amounts as described in subparagraphs A. or B. above.

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### *Collectibility Provision*

- A. Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only to the extent that such damages, loss, cost or expense:
  - 1. are not collectible under **controlled underlying insurance**; and
  - 2. would otherwise be payable under the terms and conditions of such **controlled underlying insurance**.
- B. This Collectibility Provision applies only if the damages loss, cost or expense are not collectible under **controlled underlying insurance** because the insurer of the **controlled underlying insurance**:
  - 1. is **financially impaired**; or
  - 2. has not paid within a reasonable period of time from the date of entry of final judgment or the date of settlement that determines the amount the insured is legally obligated to pay.
- C. This Collectibility Provision does not apply to any part of any:
  - 1. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured);
  - 2. amounts claimed by any conservator, liquidator or statutory successor of any insurer; or
  - 3. costs or expenses related to any amounts described in subparagraphs C.1. or C.2. above.
- D. If payment is ultimately made to you or any other insured under any **controlled underlying insurance**, then you must promptly reimburse us for any payment that we have made under this provision. You must make such reimbursements in currencies and jurisdictions that are mutually acceptable.

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### *Differences In Terms/Conditions Provision*

Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only to the extent that there is no **underlying insurance** applicable to such damages, loss, cost or expense.

This Differences In Terms/Conditions Provision does not apply to any part of any:

- A. amounts to which any **underlying insurance** by its terms and conditions would apply, regardless of whether or not **underlying insurance** is available or collectible;
- B. amounts to which any **underlying insurance** by its terms and conditions would have applied, but for a limitation in such insurance with respect to:
  - 1. when an **event trigger** happens or when a claim is made or reported, unless such insurance is **controlled underlying insurance**; or
  - 2. the amount of the limits of insurance of such insurance;

**Coverages**
**Differences In  
Terms/Conditions  
Provision  
(continued)**

- C. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured); or
- D. costs or expenses related to any amounts as described in subparagraphs A., B. or C. above.

**Human Clinical Trial  
Compensation  
Guidelines Provision**

Subject to all the terms and conditions of this insurance, if **human clinical trial compensation guidelines** apply in connection with injury or damage sustained by a human being as a result of their participation in a human clinical trial, then we agree that the settlement of claims will be initiated in accordance with such applicable **human clinical trial compensation guidelines**.

However, if an agreed settlement cannot be reached in accordance with the terms and conditions of the **human clinical trial compensation guidelines**, then we will pay or reimburse damages, loss, cost or expense, to which this insurance applies, that the insured becomes legally obligated to pay.

**Joint Investigation,  
Defense And  
Settlement Duties**

The following section is added.

Subject to all of the terms and conditions of this insurance, we will have the right to investigate, defend or settle any claim, suit or other loss circumstance as set forth in this insurance; however, notwithstanding anything to the contrary contained elsewhere in this insurance:

- A. we have no duty to investigate, defend or settle any claim, suit or other loss circumstance:
  - 1. with respect to any part of any damages, loss, cost or expense to which this insurance does not apply;
  - 2. if the terms and conditions of **underlying insurance** apply to such claim, suit or other loss circumstance;
  - 3. under the Difference In Limits/Excess Provision or Collectibility Provision of this insurance; or
  - 4. in any jurisdiction where we are:
    - a. not licensed or permitted to do business; or
    - b. prevented by law or otherwise from investigating, defending or settling a claim, suit or other loss circumstance.
- B. you and any other insured must:
  - 1. see to it that any investigation, defense or settlement of any claim, suit or other loss circumstance is conducted as we deem reasonable;
  - 2. take all steps, as appropriate, to avoid any default in any claim, suit or proceeding;
  - 3. obtain our approval for any payment; and
  - 4. effect payments to others with our approval.
- C. we may, at our discretion:
  - 1. participate in any investigation, defense or settlement of any claim, suit or other loss circumstance; and

**Joint Investigation,  
Defense And  
Settlement Duties**  
(continued)

2. adjust and coordinate any claim, suit or other loss circumstance with the **first named insured**. However, the **first named insured** is ultimately responsible for the proper apportionment of any payment made under this insurance.
- D. we may make advances, payments or reimbursements of damages, loss, cost or expense to which this insurance applies, as described in the conditions titled Advances Or Reimbursements and Indemnification In Certain Jurisdictions.

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With respect to the insurance afforded by this Global Extension, the following provision is added.

**Limits Of Insurance**

**Limits Of Insurance –  
Global Aggregate Limit,  
Other Than Controlled  
Underlying Insurance  
Applicable To Human  
Clinical Trials**

The Global Aggregate Limit described in Paragraphs A. through H. below does not apply to the limits of insurance of **controlled underlying insurance** applicable to human clinical trials.

- A. Notwithstanding anything to the contrary stated in this insurance or any **controlled underlying insurance**, the most we will pay under the insurance afforded by this Global Extension, any **controlled underlying insurance**, or any combination thereof, is the Global Aggregate Limit shown in the Declarations.
- B. Further, subject to the Global Aggregate Limit shown in the Declarations, the most we will pay under the insurance afforded by this Global Extension, any **controlled underlying insurance**, or any combination thereof is the Limits Of Insurance of this insurance shown in the Declarations.
- C. Any amounts actually paid for judgments, settlements, costs or expenses under the insurance afforded by this Global Extension or under any **controlled underlying insurance** will reduce the Global Aggregate Limit shown in the Declarations, if such amounts would have otherwise reduced such limits.
- D. Nothing in these provisions will serve to increase or reinstate any aggregate Limit Of Insurance shown in the Declarations of the insurance afforded by this Global Extension or any aggregate limit of insurance of any **controlled underlying insurance**.
- E. If the Global Aggregate Limit shown in the Declarations has been reduced by an amount that is less than any other applicable limit, the remaining amount of the Global Aggregate Limit is the most that will be available for any other payment.
- F. If the Global Aggregate Limit shown in the Declarations is used up, then all obligations of the insurers of the insurance afforded by this Global Extension and of all **controlled underlying insurance** will be deemed to end in connection with amounts to which such limits would have otherwise applied.
- G. If the Limits Of Insurance shown in the Declarations of this insurance are used up, then all obligations of the insurers of the insurance afforded by this Global Extension and of all **controlled underlying insurance** will be deemed to end in connection with amounts to which such limits would have otherwise applied.
- H. There is no obligation under the insurance afforded by this Global Extension to make any payment that exceeds the Limits of Insurance of this insurance or the Global Aggregate Limit, shown in the Declarations. If any amounts are paid under the insurance afforded by this Global Extension or any **controlled underlying insurance** that exceed the Global Aggregate Limit shown in the Declarations, or that are paid after the Limits Of Insurance shown in the Declarations of this insurance are used up as described in Paragraph G. above, then you must promptly reimburse us or the insurer of such **controlled underlying insurance** for any such payment.

**Liability Global Extension For Life Sciences  
With Controlled Underlying Insurance**

The following section is added.

**Deductibles****Shared Aggregate  
Deductible Or Self -  
Insured Retention**

In the event that an aggregate deductible or aggregate self-insured retention applies to this insurance, then deductibles, self-insured retentions or other retentions, paid by you during the policy period of this insurance, in accordance with the terms and conditions of **controlled underlying insurance**, will be deemed to reduce the aggregate deductible or aggregate self-insured retention of this insurance. Upon our request, you must provide us with satisfactory proof of such payment.

---

Under Conditions, the following conditions are added.

**Conditions****Advances Or  
Reimbursements**

Subject to the provision titled Joint Investigation, Defense And Settlement Duties:

- we may, at our discretion, advance or pay; or
- we will reimburse;

amounts to you or others for our share of damages, loss, cost or expense to which this insurance applies.

In connection with the foregoing, we will only advance, pay or reimburse amounts for costs or expenses that are necessary and reasonable and which are incurred with our consent.

Further, with respect to any amounts in connection with a settlement, we will only advance, pay or reimburse the damages, loss, cost or expense that are incurred with our consent.

We will only make advances, payments or reimbursements in currencies and jurisdictions that are mutually acceptable.

In no event will any advances, payments or reimbursements result in any increase in the Limits Of Insurance.

---

**Appeals**

With respect to the Difference In Limits/Excess Provision, we may, at our discretion, initiate or participate in an appeal of a judgment if such judgment may result in a payment under this insurance.

In no event will any appeal result in any increase in the Limits Of Insurance.

---

**Currency**

Amounts under this insurance are expressed and payable in United States of America currency.

However, at our discretion, we may pay damages, loss, cost or expense in another currency.

In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency shall be computed as follows:

- with respect to judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement.
- with respect to elements of loss other than payments for judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment for such element of loss.



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## Conditions

### Currency (continued)

In no event will any conversion into or from another currency result in any increase in the Limits Of Insurance as expressed in United States of America currency.

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### Indemnification In Certain Jurisdictions

- A. Subject to all of the terms and conditions of this insurance, in any jurisdiction where we are:
1. not licensed or permitted to do business; or
  2. prevented by law or otherwise from investigating, defending or settling a claim, suit or other loss circumstance;
- we will indemnify the **first named insured** for those amounts we are obligated to pay on behalf of you or an insured, subject to the following:
- payment of indemnity will be made to the **first named insured** and will be made as if the **first named insured** is legally obligated to pay for such loss; and
  - any such payment of indemnity to the **first named insured** will discharge our obligations under this insurance to you, any insured or others for such loss.
- B. Further, when this condition applies, the **first named insured** is the only person or organization that will qualify as an insured under this insurance.
- C. We will indemnify the **first named insured** for costs or expenses incurred in defending a suit brought in a jurisdiction described in Paragraph A. above, provided that the **first named insured** complies with all of the terms and conditions of this insurance, including any duty to report claims, suits or other loss circumstances.
- D. The **first named insured** must, at our request:
1. retain in its own name, but at our expense and subject to our approval, a loss adjusting expert ("loss adjuster") authorized in the jurisdiction or country in which the claim, suit or other loss circumstance occurred;
  2. where permitted by applicable law, grant us the full right to collaborate with such loss adjuster;
  3. grant us full access to any records produced by such loss adjuster; and
  4. obtain the right to control the investigation, adjustment, defense and settlement of the claim, suit or other loss circumstance using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

---

### Maintenance Of Compulsory Admitted Insurance

This insurance is not a substitute for any **compulsory admitted insurance** in any jurisdiction, regardless of whether this insurance would otherwise be accepted or qualify as **compulsory admitted insurance** in any jurisdiction.

It is your responsibility to see to it that any **compulsory admitted insurance** and any renewal or replacement thereof:

- is obtained and remains valid and in full force and effect;
- will have limits no less than and terms and conditions no more restrictive than those required by law;
- will not be canceled, non-renewed or rescinded without replacement of such **compulsory admitted insurance**;
- will not materially change, unless the change is required by law or is otherwise agreed to by us;

**Liability Global Extension For Life Sciences  
With Controlled Underlying Insurance****Conditions****Maintenance Of  
Compulsory Admitted  
Insurance  
(continued)**

- is and remains available and collectible, regardless of whether or not any insurer or any other person or organization is or becomes **financially impaired**; and
- will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or cost or expenses (if such costs or expenses reduce such limits).

This provision applies regardless of whether or not you obtain such **compulsory admitted insurance** from us or any other insurer.

Failure to comply with this provision will not invalidate this insurance. In no event will our obligations exceed that which would have applied absent any failure to comply with this provision.

You must notify us as soon as practicable if any **compulsory admitted insurance** is no longer valid or in full force and effect.

---

Under Conditions, the condition titled Other Insurance is deleted and replaced by the following.

**Conditions****Other Insurance**

If other valid and collectible insurance (including any bond or other mechanism for funding of loss) is available to any insured or other qualifying interest (under this insurance) for any damages, loss, cost or expense we would otherwise cover under this insurance, then our obligations are limited as follows.

This insurance is excess over, and will not contribute with, any other insurance (whether primary, excess, contingent or on any other basis) including any other insurer's antecedent or replacement of this insurance or any such other insurance under which any insured or other qualifying interest (under this insurance) is included as an insured or other qualifying interest under such other insurance.

We will pay only our share of amounts, if any, that exceed the sum of the total amounts:

- A. that all such other insurance, bonds or other mechanisms would pay for any damages, loss, cost or expense in the absence of this insurance, including under any available:
  - 1. discovery period or extended reporting period;
  - 2. reinstatement of limits or supplemental or other limits; and
- B. of any deductible, participation or retention (including any amounts allocated to and required to be paid by the insured) in connection with any insurance, bond or other mechanism described above.

This provision does not apply to:

- insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.
- the Collectibility Provision.

---

Under Definitions, the following definitions are added.

## **Definitions**

### ***Admitted Insurance***

**Admitted insurance** means insurance, bonds or other mechanisms to be arranged for funding of loss and to be provided by a person or organization licensed or permitted by law to do such business in a given jurisdiction.

### ***Authorized Correspondent***

**Authorized correspondent** means an insurer, other than a member company of the Chubb Group of Insurance Companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

### ***Compulsory Admitted Insurance***

**Compulsory admitted insurance** means **admitted insurance** required to be in force to satisfy the legal requirements of a given jurisdiction.

### ***Controlled Underlying Insurance***

**Controlled underlying insurance** means insurance:

- that is negotiated specifically to apply as primary insurance to the insurance afforded under this Global Extension; and
- which a member company of the Chubb Group of Insurance Companies or an **authorized correspondent** provides to you or **your subsidiary**.

### ***Event Trigger***

**Event trigger** refers to the:

- injury, damage or other loss; or
- accident, act, occurrence, offense or other cause of loss;

that must happen for coverage to apply as described under the applicable coverage.

### ***Financially Impaired***

**Financially impaired** means declared or placed in bankruptcy, conservation, liquidation, receivership or rehabilitation by a court or regulatory authority having jurisdiction.

### ***First Named Insured***

**First named insured** means the Named Insured first named in the Declarations.

### ***Human Clinical Trial Compensation Guidelines***

**Human clinical trial compensation guidelines** means:

- compulsory guidelines that are imposed by government or regulatory authority; or
- written guidelines that are voluntarily agreed to by you and accepted by us;

that set forth the manner and rules by which to determine if, and to what extent, a human being in a human clinical trial should be paid compensation by you for bodily injury or property damage sustained by such human being as a result of their participation in a human clinical trial to which this insurance applies.

**Definitions***(continued)***Underlying Insurance****Underlying insurance:**

- A. means:
  - 1. **compulsory admitted insurance**;
  - 2. **controlled underlying insurance**; and
  - 3. any other insurance, bonds or other mechanisms arranged for funding of loss.
- B. includes any:
  - 1. available discovery period or extended reporting period;
  - 2. available reinstatement of limits or supplemental or other limits; and
  - 3. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured).
- C. does not include insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

**Your Subsidiary**

**Your subsidiary** means an organization of which the **first named insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

## ***Liability Insurance***

### ***Employee Benefits Errors Or Omissions***

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## *Contract*

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

Throughout this policy the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization 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 qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured 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. PLEASE READ THIS INSURANCE CAREFULLY.

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### **Who Is Insured**

#### ***Sole Proprietorship***

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

---

#### ***Partnership Or Joint Venture***

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business.

---

#### ***Other Organizations***

If you are an organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your executive officers and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds** but only with respect to their liability as stockholders.

---

#### ***Any Other Authorized Person***

Any other natural person for whose acts you are legally liable is an **insured**, provided such natural person is authorized to act in the **administration** of your **employee benefit programs**.

---

#### ***Subsidiaries Or Newly Acquired Or Formed Organizations***

If there is no other similar insurance available, the following will qualify to be a named **insured**:

- Any financially controlled subsidiary of yours; or
- any organization you newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. This coverage is effective on the acquisition or formation date and is afforded only until the end of the policy period during which the acquisition or formation took place.

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from the **administration** of **employee benefit programs** that occurred before you acquired or formed the organization.

---

## **Who Is Insured**

(continued)

### **Limitation On Who Is Insured**

No one is an **insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

---

## **Coverage**

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission to which this insurance applies, by or on behalf of the **insured** in the **administration of employee benefit programs**.

The **claim** must be made by:

- your employee;
- your former employee;
- the beneficiaries or legal representatives of your employee or former employee; or
- your prospective employee.

This insurance applies to a negligent act, error or omission only if a **claim** is first made against any **insured** during the policy period.

This insurance does not apply to any negligent act, error or omission which:

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and the last day of the policy period stated in the Declarations of this insurance if, on the effective date of this insurance, the **insured** had knowledge of or should have known of any circumstances which might have resulted in a **claim**; or
- occurs after the policy period stated in the Declarations of this insurance.

For purposes of this insurance:

- a **claim** by a person or organization will be deemed to have been made when notice of such **claim** is received and recorded by any **insured**, our licensed agent, or by us, whichever comes first; and
- all **claims** by the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

---

## **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**.



**Limits Of Insurance**  
(continued)

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.

We may pay part or all of the deductible to settle any **claim** or **suit**; and when notified, the **insured** agrees to promptly reimburse us for the deductible paid.

All **claims** arising from a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be deemed to be a single **claim**.

**Aggregate Limit**

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of:

- damages for all **claims**; and
- payments made for defense and Supplementary Payments.

**Each Claim Limit**

The Each Claim Limit is the most we will pay for all damages for each **claim**, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each **claim** will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other **claim**.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for **claims** to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other **claim**.

**Investigation, Defense  
And Payment Of  
Damages**

We will have the right and duty to defend any **insured** against a **suit** seeking damages for any **claim** arising out of a negligent act, error, or omission. However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any negligent act, error, or omission and settle any **claim** or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any **suit** is part of and will reduce the Each Claim Limit under Limits Of Insurance.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

---

## **Supplementary Payments**

Subject to the Limits Of Insurance, we will pay with respect to any **claim** we investigate or settle, or any **suit** against an **insured** we defend:

- A. all expenses we incur;
- B. the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$300 a day because of time off from work;
- D. costs taxed against the **insured** in the **suit**;
- E. prejudgment interest awarded against the **insured** on that part of the 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; and
- F. all interest on the full amount of any 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.

Each payment we make under Supplementary Payments will reduce the Each Claim Limit under Limits Of Insurance with the following exceptions:

- A. salaries and expenses of our employees or the **insured's** employees, other than:
  - 1. that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit**;
  - 2. the expenses described in C. above; and
- B. fees and expenses of independent adjusters we hire.

---

## **Coverage Territory**

This insurance applies anywhere. However, the **insured's** responsibility to pay damages must be determined in a **suit** on the merits, in the United States of America, its territories or possessions, Canada or Puerto Rico, or in a settlement we agree to.

---

## **Exclusions**

### ***Bodily Injury, Property Damage, Advertising Injury Or Personal Injury***

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury**.

---

### ***Benefits Due***

This insurance does not apply to payments which are required pursuant to any **employee benefits program**.

---

### ***Contractual Liability***

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

This exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement.

---

**Exclusions***(continued)****Discrimination Or Humiliation***

This insurance does not apply to actual or alleged humiliation or unlawful discrimination.

***Dishonest Acts***

This insurance does not apply to any dishonest, fraudulent, criminal or malicious act, error or omission by or on behalf of any **insured**, whether acting alone or in collusion with others.

***Expected Or Intended Damage***

This insurance does not apply to any **claim** which results from an act that:

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

to cause damage, even if the damage is of a different degree or type than actually intended or expected.

***Fines, Penalties, Punitive Or Exemplary Damages***

This insurance does not apply to any assessment, penalty, fine, or punitive or exemplary damages.

***Performance Failure***

This insurance does not apply to:

- the failure of performance of any contract by an insurer;
- the failure of any investment plan to perform as represented by an **insured**;
- the inability of **employee benefit programs** to meet their obligation due to insolvency or inadequate funds; or
- the investment, divestment or non-investment of funds.

***Statutory Obligation To Employees Or Plans***

This insurance does not apply to the **insured's** failure to comply with the provisions of the Internal Revenue Code, any law concerning workers compensation, unemployment compensation, social security or disability benefits, any employment severance law, or the Employee Retirement Income Security Act of 1974 or any similar State or Federal legislation that has been or may be enacted.

This exclusion does not apply to the **administration of employee benefit programs**.

***Termination Of Any Employee Benefit Programs***

This insurance does not apply to the termination of any **employee benefit programs**.

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## **Exclusions**

(continued)

### **Wrong Advice**

This insurance does not apply to advice given by an **insured** to an employee to participate or not to participate in any investment subscription plan.

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## **Extended Reporting Periods**

### **Basic Extended Reporting Period**

A Basic Extended Reporting Period is automatically provided. Under this provision:

- **claims** first made within 60 days after the end of the policy period; or
- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period

will be deemed to have been made during the policy period of this policy.

The Basic Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance applicable to such **claims**.

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions.

---

### **Supplemental Extended Reporting Period**

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A. If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. **Claims** first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C., below.
- B. 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.
- C. If you comply with paragraph B., above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for **claims** to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.  
  
The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section.
- D. 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% of the annual premium for this insurance.

**Extended Reporting Periods****Supplemental Extended Reporting Period**  
(continued)

- E. The Supplemental Extended Reporting Period Endorsement will set forth the terms, 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 policies in force after the Supplemental Extended Reporting Period starts.

**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:
  - 1. negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations.
- B. do not:
  - 1. extend the policy period or change the scope of coverage provided; or
  - 2. reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above.
- C. may not be canceled once in effect.

**Conditions****Arbitration**

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

**Bankruptcy**

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

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## Conditions

(continued)

### *Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit*

- A. You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include:
1. how, when and where the negligent act, error, or omission took place; and
  2. the names and addresses of any involved persons and witnesses.
- Notice of any negligent act, error, or omission 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; and
  2. notify us in writing 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;
  3. cooperate with us in the:
    - a. investigation or settlement of the **claim** or
    - b. defense of the **suit**; and
  4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make a payment, assume any obligation, or incur any expense, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**; or
  2. any other claimant;
- to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- G. Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract.

---

### *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** asking for damages from an **insured**; or
- to sue us on this insurance unless all of its terms 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;

**Conditions****Legal Action Against Us  
(continued)**

- an arbitration proceeding; or
- an alternative resolution proceeding,

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

**Other Insurance**

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

**Excess Insurance**

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the **administration of employee benefits programs** on other than a claims made basis, if:

- no Retroactive Date is shown in the Declarations of this insurance; or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. 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.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that 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 purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

**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 identified by 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 in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

---

**Conditions**  
(continued)**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 Of Rights Of Recovery**

If the **insured** has rights to recover all or part of any payment we have made under this insurance, 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.

---



**Definitions**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

**Administration****Administration** means:

- informing employees of the content of;
- giving advice, other than legal advice, about;
- handling of records in connection with; or
- effecting enrollment, termination or cancellation of employees under, **employee benefit programs**, provided such acts are authorized by you.

**Advertising****Advertising** means any advertisement, publicity article, broadcast or telecast.**Advertising Injury****Advertising injury** means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services:

- oral or written publication of advertising material that slanders or libels a person or organization;
- oral or written publication of advertising material that violates a person's right of privacy; or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.

**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.**Bodily Injury****Bodily injury** means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom.**Claim****Claim** means a demand for damages.**Employee Benefit Programs****Employee benefit programs** means group life insurance, group health insurance, group dental insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, Internal Revenue Code Section 401(K) plans and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans.**Insured****Insured** means any person or organization qualifying as an insured under the Who Is Insured provision and against whom **claim** is made or **suit** is brought.

---

**Definitions**  
(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**

**Personal Injury**

**Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- D. oral or written publication of material that slanders or libels a person or organization; or
- E. oral or written publication of material that violates a person's right of privacy.

---

**Property Damage**

**Property damage** means:

- physical injury to or destruction of tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured.

---

**Suit**

**Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are **claimed** and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are **claimed** and to which the **insured** submits with our consent.

## **Liability Insurance**

### **Extended General Liability (Including Human Clinical Trials) For Life Sciences**

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## **Extended General Liability (Including Human Clinical Trials) 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; 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. The words **occurrence** and **property damage** have special meanings, relative to specific coverages, described in the Definitions section of this contract.

The trigger of coverage under Hazardous Substances/Pollution Liability Coverage–Time Element Basis differs from that which applies to other coverages under this policy. This coverage applies only if an **occurrence**, to which this insurance applies, commences during the policy period and is discovered and reported in strict conformance with all time frames and requirements specified under the provisions of the Condition titled Hazardous Substances/Pollution Liability–Time Element Basis – Special Duties In The Event Of Occurrence, Claim Or Suit.

Under Hazardous Substances/Pollution Liability Coverage–Time Element Basis, either the **insured** or we may demand that coverage disagreements be resolved by binding arbitration.

The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this contract.

---

### **Coverages**

#### **Premises/Operations Liability Coverage**

Subject to all of the terms and conditions of this insurance, we will pay damages and **claimant costs** that the **insured** becomes legally obligated to pay, including by reason of liability of another person or organization that you assume in an **insured contract**, for **bodily injury** or **property damage** that is caused by an **occurrence** to which this coverage applies.

This coverage does not apply to any damages, loss, cost or expense arising out of any injury or damage included in the **products-completed operations hazard**.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period. If there is no **other insurance** available, then the **bodily injury** or **property damage** will be deemed to include a change, continuation or resumption of such injury or damage after the end of the policy period.

However, this coverage does not apply to any damages, loss, cost or expense arising out of any injury or damage that is a change, continuation or resumption of any injury or damage that occurred, in whole or in part, before the beginning of the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

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

---

## Coverages

### *Premises/Operations Liability Coverage (continued)*

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.

---

### *Products-Completed Operations Liability Coverage*

Subject to all of the terms and conditions of this insurance, we will pay damages and **claimant costs** that the **insured** becomes legally obligated to pay, including by reason of liability of another person or organization that you assume in an **insured contract**, for **bodily injury** or **property damage**, included in the **products-completed operations hazard**, that is caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period. If there is no **other insurance** available, then the **bodily injury** or **property damage** will be deemed to include a change, continuation or resumption of such injury or damage after the end of the policy period.

However, this coverage does not apply to any damages, loss, cost or expense arising out of any injury or damage that is a change, continuation or resumption of any injury or damage that occurred, in whole or in part, before the beginning of the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care, loss or services or death resulting at any time from the **bodily injury**.

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.

---

### *Advertising Injury And Personal Injury Liability Coverage*

Subject to all of the terms and conditions of this insurance, we will pay damages and **claimant costs** that the **insured** becomes legally obligated to pay, including by reason of liability of another person or organization that you assume in an **insured contract**, for **advertising injury** or **personal injury** that is caused by an offense to which this coverage applies.

This coverage applies only if such offense is first committed during the policy period.

However, this coverage does not apply to any damages, loss, cost or expense arising out of any injury in connection with any offense committed, in whole or in part, before the beginning of the policy period.

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.

**Coverages**  
(continued)**Hazardous Substances/  
Pollution Liability  
Coverage-Time Element  
Basis**

- A. Subject to all of the terms and conditions of this insurance, we will pay:
1. damages and **claimant costs** that the **insured** becomes legally obligated to pay, including by reason of liability of another person or organization that you assume in an **insured contract**, for **bodily injury**; and
  2.
    - a. damages;
    - b. costs or expenses for **cleanup**; and
    - c. **claimant costs**;
 that the **insured** becomes legally obligated to pay, including by reason of liability of another person or organization that you assume in an **insured contract**, for **property damage**.

This coverage applies only to such **bodily injury** or **property damage** that is caused by an **occurrence** to which this coverage applies.

Damages for **bodily injury** include damages claimed by a person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

- B. This coverage applies only if such **occurrence**:
1. commences during the policy period; and
  2. is first discovered by an **insured** not later than seven calendar days following such commencement and you mail or deliver to us written notice not later than 40 calendar days following such discovery. Such notice must be in strict conformance with the provisions of the Condition titled Hazardous Substances/Pollution Liability-Time Element Basis – Special Duties In The Event Of Occurrence, Claim Or Suit.

As a condition precedent to our obligations under this coverage, the **insured** must strictly conform with all of the requirements specified in subparagraph B.2. above, regardless of whether or not we are prejudiced by failure of those requirements to be met.

If we or any insurer affiliated with us issue coverage for more than one policy period, then obligations for all damages, loss, cost or expense arising out of any one **occurrence** will be subject to, and governed by, only the Limits Of Insurance and the other terms and conditions of the policy, if any, that was effective at the time such **occurrence** is deemed to have commenced.

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.

---

## Coverages

(continued)

### Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** that is caused by an accident to which this coverage applies:

- in connection with your operations; or
- that takes place on premises owned by or rented to you;

provided that such:

- accident occurs during the policy period;
- **bodily injury** is not excluded under any section of this contract;
- expenses are incurred and reported to us within three years of the date of the accident; and
- person that sustained the **bodily injury** submits to examination by healthcare professionals of our choice as often as we reasonably require.

We will make these payments regardless of fault.

This coverage does not apply to any damages, loss, cost or expense arising out of any injury included in the **products-completed operations hazard**, unless such injury is **bodily injury** that results from a **human clinical trial** to which this insurance applies, as described in the definition of **products-completed operations hazard**.

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.

We have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

### Human Clinical Trials Special Provisions

Unless otherwise indicated, this insurance applies to a **human clinical trial**, but only if:

- at the commencement of the trial, the **insured** is in receipt of all necessary authorizations;
- the **insured** takes reasonable measures to ensure that the trial is conducted in accordance with all applicable agreements, contracts, laws, procedures, protocols and regulations (including all applicable filing requirements); and
- exposure to material in connection with such trial did not first occur before the earliest of the beginning of the policy period or Retroactive Date (as applicable).

---

### 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 for 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** or offense and make any settlement, regardless of whether or not any claim has been made or **suit** has been brought.



**Extended General Liability (Including Human Clinical Trials) For Life Sciences****Investigation,  
Defense And  
Settlements**  
(continued)

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:

- reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation of or defense against such claim or **suit**, including actual loss of earnings up to \$1,000 a day because of time off from work.
- 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, then we will not pay any prejudgment interest based on that period of time after the offer.
- 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.

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.

**Coverage Territory**

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

- A. applies anywhere, except to the extent that the limitations in subparagraph B. below apply.
- B. does not apply to:
  - 1. a. **bodily injury** or **property damage** that takes place; or
  - b. **advertising injury** or **personal injury** caused by an offense committed; 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 and Puerto Rico.

**Who Is An Insured**

THE PROVISIONS SET FORTH IN THE WHO IS AN INSURED SECTION OF THIS CONTRACT ARE SUBJECT TO THE LIMITATIONS CONTAINED IN THE PROVISION TITLED LIMITATIONS ON 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.

---

## Who Is An Insured

### *Sole Proprietorships (continued)*

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.

---

### *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 Limitations On Who Is An Insured), any coverage under subparagraph B. above applies only to:

- 1. **bodily injury** or **property damage** that did not occur; or
- 2. **advertising injury** or **personal injury** caused by an offense that was not first committed;

later than the earliest of:

- 90 days after such acquisition or formation is executed; or
  - the end of the policy period.
-

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Who Is An Insured (continued)

#### 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.

However, no **employee** is an **insured** with respect to any damages, loss, cost or expense arising out of any:

- A. injury actually or allegedly sustained at any time by:
1. you, by any of your directors, managers, members, **officers**, partners (whether or not any of the foregoing is an **employee**) or by any co-**employee** while such injured person is either in the course of their employment or while performing duties related to the conduct of your business; or
  2. any spouse, child, parent, brother or sister of such injured person as a consequence of any injury or damage described in subparagraph A.1. above.

Subparagraph A. above also applies to any obligation to share any damages, loss, cost or expense with or to repay any person or organization that must pay any damages, loss, cost or expense because of any of the foregoing.

With respect to **bodily injury** only, the limitation described in subparagraph A. above does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such injury 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 any of the foregoing is an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to a premises while rented to you or temporarily occupied by you with the permission of the owner.

---

#### 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.

---

#### Lessors Of Equipment

Persons (other than your **employees**) or organizations from whom you lease equipment are **insureds**; but they are **insureds** only if you are obligated (pursuant to a written contract or agreement between you and such person or organization) to provide them with such insurance as is afforded by this policy.

---

## Who Is An Insured

### Lessors Of Equipment (continued)

However, such a person or organization is an **insured** only:

- with respect to the maintenance or use by you of such equipment.
- for such activities that did not occur after the equipment lease ends.
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**.
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision with respect to any assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.

---

### Lessors Of Premises

Persons (other than your **employees**) or organizations from whom you lease premises are **insureds**; but they are **insureds** only if you are obligated (pursuant to a written contract or agreement between you and such person or organization) to provide them with such insurance as is afforded by this policy.

However, such a person or organization is an **insured** only:

- for such activities that did not occur after you cease to be a tenant in such premises.
- with respect to the ownership, maintenance or use of that particular part of such premises leased to you.
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**.
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision with respect to any:

- assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
- structural alteration, new construction or demolition operations performed by or on behalf of them.

---

### Vendors

Persons (other than your **employees**) or organizations that are vendors of **your product** are **insureds**; but they are **insureds** only if you are obligated (pursuant to a contract or agreement) to provide them with such insurance as is afforded by this policy.

However, such a person or organization is an **insured** only:

- with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your product** to which this insurance applies;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**; and
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Who Is An Insured

#### Vendors (continued)

No person or organization is an **insured** under this provision with respect to any:

- assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- reckless or willful violation of any law or regulation.
- failure to make adjustments, inspections, services or tests that the person or organization has agreed to make or normally undertakes to make in the regular course of their business in connection with the distribution or sale of **your product**.
- chemical or physical change in **your product** made intentionally by the person or organization.
- repacking, unless unpacked solely for the purpose of demonstration, inspection or testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
- demonstration, installation, repair or servicing operations, except such operations performed at the person's or organization's premises in connection with the distribution or sale of **your product**.
- of **your products** that, 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.

Further, no person or organization is an **insured** under this provision:

- A. from whom you have acquired **your product**, or any container, ingredient or part accompanying, entering into or containing **your product**.
- B. that is acting as a:
  - 1. **human clinical trial contractor**;
  - 2. **life science product sales contractor**; or
  - 3. **life science product service contractor**.

#### Human Clinical Trial Contractors

Persons (other than your **employees**) or organizations acting as **human clinical trial contractors** for you are **insureds**; but they are **insureds** only if you are obligated (pursuant to a written contract or agreement between you and such person or organization) to provide them with such insurance as is afforded by this policy.

However, such a person or organization is an **insured** only:

- A. with respect to their liability for damages for **bodily injury** or **property damage**:
  - 1. included in the **products-completed operations hazard**; and
  - 2. resulting from activities in connection with a **human clinical trial** to which this insurance applies;

---

## Who Is An Insured

### Human Clinical Trial Contractors (continued)

- B. to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**; and
- C. for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision with respect to any:

- assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- reckless or willful violation of any law or regulation.
- chemical or physical change in **your product** made intentionally by such person or organization.

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

---

### Life Science Product Sales Contractors

Persons (other than your **employees**) or organizations acting as **life science product sales contractors** for you are **insureds**; but they are **insureds** only if you are obligated (pursuant to a written contract or agreement between you and such person or organization) to provide them with such insurance as is afforded by this policy.

However, such a person or organization is an **insured** only:

- with respect to their liability for damages for **bodily injury** or **property damage** resulting from the dispensing, distribution, furnishing or sale of **your product** that is a **life science product** to which this insurance applies;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**; and
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision with respect to any:

- assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- reckless or willful violation of any law or regulation.
- chemical or physical change in **your product** made intentionally by the person or organization.
- of **your products** that, 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.

**Who Is An Insured****Life Science Product Sales Contractors**  
(continued)

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

**Life Science Product Service Contractors**

Persons (other than your **employees**) or organizations acting as **life science product service contractors** for you are **insureds**; but they are **insureds** only if you are obligated (pursuant to a written contract or agreement between you and such person or organization) to provide them with such insurance as is afforded by this policy.

However, such a person or organization is an **insured** only:

- with respect to their liability for damages for **bodily injury** or **property damage** resulting from activities within the scope of a **life science product service** to which this insurance applies;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**; and
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision with respect to any:

- assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
- representation or warranty unauthorized by you.
- reckless or willful violation of any law or regulation.
- chemical or physical change in **your product** made intentionally by the person or organization.

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

**Other Persons Or Organizations Pursuant To Contract Or Agreement**

Persons or organizations that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are **insureds**.

However, such a person or organization is an **insured** only:

- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**; and
- for such activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an **insured** under this provision:

- A. that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

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## Who Is An Insured

### Other Persons Or Organizations Pursuant To Contract Or Agreement (continued)

- B. with respect to any:
1. assumption of liability (of another person or organization) 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 such person or organization would have in the absence of such contract or agreement.
  2. representation or warranty unauthorized by you.
  3. reckless or willful violation of any law or regulation.
  4. failure to make adjustments, inspections, services or tests that the person or organization has agreed to make or normally undertakes to make in the regular course of their business in connection with the distribution or sale of **your product**.
  5. chemical or physical change in **your product** made intentionally by the person or organization.
  6. demonstration, installation, repair or servicing operations, except such operations performed at the person's or organization's premises in connection with the distribution or sale of **your product**.
  7. of **your products** that, 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.
  8. rendering of or failure to render any professional service, advice or instruction regardless of whether or not such service, advice or instruction is ordinary to any **insured's** profession and regardless of whether or not a claim is made or **suit** is brought by any client or other person or organization. With respect to the rendering of or failure to render a **healthcare service** only, this limitation does not apply to **bodily injury** caused by a defect, deficiency, inadequacy or dangerous condition in **your product** to which this insurance applies.

The limitations described in subparagraphs B. 5. through B.7. above do not apply to the extent that:

- you have agreed in a written contract or agreement that such person or organization will provide such operations for you; and
- such written contract or agreement requires the person or organization to be afforded status as an **insured**.

### Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, 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 any damages, loss, cost or expense arising out of any:
1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization; any named **insured** acquires, either directly or indirectly, for any:
    - **bodily injury** or **property damage** that occurs; or
    - **advertising injury** or **personal injury** arising out of any offense committed;
- in whole or in part, before such acquisition is executed.



**Who Is An Insured****Limitations On Who Is An Insured**  
(continued)

- C. No person or organization is an **insured** with respect to any damages, loss, cost or expense arising out of any:
1. ownership, maintenance or use of any assets any named **insured** acquires;
  2. conduct of any person or organization whose assets, business or organization any named **insured** acquires; or
  3. conduct of any organization any named **insured** forms;
- during the policy period, either directly or indirectly, for any:
- **bodily injury** or **property damage** that occurs; or
  - **advertising injury** or **personal injury** arising out of any offense first committed;
- 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 on or before the due date.

**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.

**General Aggregate Limit**

Subject to the Each Occurrence Premises/Operations Limit and all other applicable limits set forth in this section of this contract, the General Aggregate Limit is the most we will pay for the sum of all damages, **claimant costs**, **medical expenses** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under:

- Premises/Operations Liability Coverage;
- Hazardous Substances/Pollution Liability Coverage—Time Element Basis; and
- Medical Expenses Coverage;

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## Limits Of Insurance

### General Aggregate Limit (continued)

for all **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**.

Any such sum we pay will reduce the amount of the General Aggregate Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

### Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Products-Completed Operations Limit and all other applicable limits set forth in this section of this contract, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages, **claimant costs**, **medical expenses** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under:

- Products-Completed Operations Liability Coverage;
- Hazardous Substances/Pollution Liability Coverage–Time Element Basis; and
- Medical Expenses Coverage;

for all **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Any such sum we pay will reduce the amount of the Products-Completed Operations Aggregate Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

### Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of all damages, **claimant costs** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under Advertising Injury And Personal Injury Liability Coverage for all **advertising injury** and **personal injury**.

Any such sum we pay will reduce the amount of the Advertising Injury And Personal Injury Aggregate Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

### Each Occurrence Premises/Operations Limit

Subject to all other applicable limits set forth in this section of this contract, the Each Occurrence Premises/Operations Limit is the most we will pay for the sum of all damages, **claimant costs**, **medical expenses** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under:

- Premises/Operations Liability Coverage;
- Hazardous Substances/Pollution Liability Coverage–Time Element Basis; and
- Medical Expenses Coverage;

for all **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, arising out of any one **occurrence**.

Any such sum we pay will reduce the amount of the Each Occurrence Premises/Operations Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

**Limits Of Insurance**  
(continued)**Each Occurrence  
Products-Completed  
Operations Limit**

Subject to all other applicable limits set forth in this section of this contract, the Each Occurrence Products-Completed Operations Limit is the most we will pay for the sum of all damages, **claimant costs**, **medical expenses** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under:

- Products-Completed Operations Liability Coverage;
- Hazardous Substances/Pollution Liability Coverage–Time Element Basis; and
- Medical Expenses Coverage;

for all **bodily injury** and **property damage**, included in the **products-completed operations hazard**, arising out of any one **occurrence**.

Any such sum we pay will reduce the amount of the Each Occurrence Products-Completed Operations Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

**Damage To Premises  
Rented To You Limit**

Subject to the Each Occurrence Premises/Operations Limit and all other applicable limits set forth in this section of this contract, the Damage To Premises Rented To You Limit is the most we will pay for the sum of all damages, **claimant costs** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under:

- Premises/Operations Liability Coverage; and
- Hazardous Substances/Pollution Liability Coverage–Time Element Basis;

for all **property damage** to any one premises that occurs while such premises is rented to you or temporarily occupied by you with the permission of the owner.

Any such sum we pay will reduce the amount of the Damage To Premises Rented To You Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

**Medical Expenses Each  
Person Limit**

Subject to the Each Occurrence Premises/Operations Limit or the Each Occurrence Products-Completed Operations Limit (as applicable) and all other applicable limits set forth in this section of this contract, the Medical Expenses Each Person Limit is the most we will pay for the sum of all **medical expenses** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) under Medical Expenses Coverage for all **bodily injury** sustained by any one person.

Any such sum we pay will reduce the amount of the Medical Expenses Each Person Limit and any other applicable limit. The remaining amount of any such limit is the most that will be available for any other payment.

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## Limits Of Insurance

(continued)

### Payments That Reduce The Limits Of Insurance

Any payments we make for any of the following will reduce the Limits Of Insurance:

- **claimant costs.**
- costs or expenses for **cleanup.**
- damages.
- **medical expenses.**

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

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### Bodily Injury/Property Damage Exclusions

None of the exclusions in this section, except the specific exclusions shown below, apply to **property damage** to a premises while rented to you or temporarily occupied by you with the permission of the owner.

- “Contracts - Bodily Injury or Property Damage.”
- “Crime, Dishonesty, Fraud Or Malice - Hazardous Substances/Pollution Liability Coverage-Time Element Basis.”
- “Damage To Closed Facilities, Alienated Premises, Underground Facilities Or Waste Facilities - Hazardous Substances/Pollution Liability Coverage-Time Element Basis.”
- “Damage To Owned, Occupied Or Rented Property - Hazardous Substances/Pollution Liability Coverage-Time Element Basis.”
- “Expected Or Intended - Bodily Injury Or Property Damage.”

### Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you.
- B. a watercraft you do not own, provided that it:
  - 1. is less than 55 feet long; and
  - 2. does not transport persons or cargo for a charge.
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**.
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft.
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

## Bodily Injury/Property Damage Exclusions

### Aircraft, Autos Or Watercraft (continued)

- F. an aircraft you do not own, provided that:
1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  2. it is rented with a trained, paid crew; and
  3. it does not transport persons or cargo for a charge.

### Alcoholic Beverage Type Business

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.

### 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 for **bodily injury** or **property damage** to which this insurance applies:

- 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** occurs after the execution of such contract or agreement.

### Crime, Dishonesty, Fraud Or Malice – Hazardous Substances/ Pollution Liability Coverage–Time Element Basis

With respect to Hazardous Substances/Pollution Liability Coverage–Time Element Basis, this insurance does not apply to **bodily injury** or **property damage** arising out of any criminal, dishonest, fraudulent or malicious conduct:

- committed by the **insured**;
- committed with the consent or knowledge of the **insured**; or
- that would have been known from the standpoint of a reasonable person in the circumstances of the **insured**.

### 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 Closed Facilities, Alienated Premises, Underground Facilities Or Waste Facilities – Hazardous Substances/Pollution Liability Coverage–Time Element Basis***

With respect to Hazardous Substances/Pollution Liability Coverage–Time Element Basis, this insurance does not apply to **bodily injury** or **property damage** arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **hazardous substances** or **pollutants** on, at or from any:

- A. **closed facility**;
- B. premises, site or location any **insured** sells, gives away or abandons;
- C. **underground facility**; or
- D. **waste facility**.

Subparagraph A. above does not apply to an **occurrence**, to which this coverage applies, that commenced before the termination or suspension of the routine and usual conduct of the **insured's** business at such a premises, site or location.

Subparagraph B. above does not apply to an **occurrence**, to which this coverage applies, that commenced before the sale, giving away or abandonment of such a premises, site or location.

Subparagraph D. above does not apply to an **occurrence**, to which this coverage applies, that commenced while such a premises, site or location was owned or operated by you.

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### ***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.

With respect to Products-Completed Operations Liability Coverage only, 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.

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### ***Damage To Owned Property***

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

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### ***Damage To Owned, Occupied Or Rented Property – Hazardous Substances/Pollution Liability Coverage–Time Element Basis***

With respect to Hazardous Substances/Pollution Liability Coverage–Time Element Basis, this insurance does not apply to **property damage** to any premises, site or location that is or was at any time:

- A. owned by any **insured**; or
- B. occupied or borrowed by or hired, leased, loaned or rented to any **insured**.

Subparagraph B. above does not apply to **property damage** to a premises that occurs while such premises is rented to you or temporarily occupied by you with the permission of the owner.

**Bodily Injury/Property Damage Exclusions***(continued)***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.
- equipment or tools used by you or on your behalf in performing operations.
- 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, Your Work Or Related Property**

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

- A. **your product**, if arising out of it or any part of it;
- B. **your work**, if arising out of it or any part of it;
- C. that particular part of any real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if such **property damage** arises out of those operations; or
- D. that particular part of any property which must be repaired, replaced or restored because **your work** was incorrectly performed on it.

With respect to Products-Completed Operations Liability Coverage only, subparagraph B. above does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Subparagraphs C. and D. above apply only to Hazardous Substances/Pollution Liability Coverage—Time Element Basis.

**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.
- B. This insurance does not apply to **bodily injury** to the spouse, child, parent, brother or sister 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 any damages, loss, cost or expense with or repay someone else who must pay any damages, loss, cost or expense because of any injury described in paragraphs A. or B. above.

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## **Bodily Injury/Property Damage Exclusions**

### ***Employer's Liability (continued)***

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

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### ***Expected Or Intended - Bodily Injury Or Property Damage***

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

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

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

This exclusion does not apply to the liability for damages for **bodily injury** or **property damage** that results from the use of reasonable force to protect persons or tangible property.

With respect to Products-Completed Operations Liability Coverage only, this exclusion does not apply to the liability for damages for **bodily injury** that results from:

- A. reasonable use of a **life science product** within or upon research subjects during a **human clinical trial** to which this insurance applies.
- B. a procedure or service to:
  - 1. remove **your product** from; or
  - 2. repair or replace **your product** which has been put inside;  
a person's body, if:
    - such product is a **medical device** that has caused **bodily injury** to such person before such procedure or service; and
    - such removal, repair or replacement is necessary to prevent a change, continuation or resumption of such **bodily injury** to such person.

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### ***Mobile Equipment Transportation***

This insurance does not apply to **bodily injury** or **property damage** arising out of any transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

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## **Advertising Injury/ Personal Injury Exclusions**

### ***Breach Of Contract***

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

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**Advertising Injury/  
Personal Injury  
Exclusions**  
(continued)**Continuing Offenses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any continuation or resumption of any offense after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance:
  - 1. that is issued to you by us or by an affiliate of ours; and
  - 2. which would otherwise apply to such offense.

**Contracts – Advertising  
Injury Or Personal Injury**

This insurance does not apply to **advertising injury** or **personal injury** 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 for **advertising injury** or **personal injury** to which this insurance applies:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury** is caused by an offense first committed after the execution of such contract or agreement.

**Crime, Dishonesty,  
Fraud Or Malice –  
Advertising Injury Or  
Personal Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal, dishonest, fraudulent or malicious conduct:

- committed by the **insured**;
- committed with the consent or knowledge of the **insured**; or
- that would have been known from the standpoint of a reasonable person in the circumstances of the **insured**.

**Expected Or Intended -  
Advertising Injury Or  
Personal Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any act or failure to act:

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

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

**Failure To Conform To  
Representations Or  
Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

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**Advertising Injury/  
Personal Injury  
Exclusions**  
(continued)

**Internet Activities**

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

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**Media Type Businesses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

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**Publications With  
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

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**Wrong Description Of  
Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the wrong description of the price of goods, products or services.

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**Medical Expenses  
Exclusions**

**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.

**Medical Expenses Exclusions***(continued)***Workers' Compensation Or Similar Laws – Medical Expenses**

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.

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**Policy Exclusions****Abuse Or Molestation**

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

- A. actual or threatened abuse or molestation by anyone of any person; or
- B.
  - 1. employment, investigation, retention or supervision; or
  - 2. reporting to or failure to report to the proper authorities;of any person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by subparagraph A. above.

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**Asbestos**

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:

- contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- demand, order, request 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**.
- claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense 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**.

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**Employment – Related Practices**

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage actually or allegedly 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;

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## Policy Exclusions

### Employment – Related Practices (continued)

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, loss, cost or expense arising out of any injury or damage actually or allegedly sustained at any time by any spouse, child, parent, brother or sister of any person at whom any employment-related act, omission, policy, practice or representation is directed (as described in paragraph A. above), as a consequence of any of the foregoing.
- C. Paragraphs A. and B. above:
1. apply regardless of the capacity in which the **insured** may be liable; and
  2. also apply to any obligation to share any damages, loss, cost or expense with or to repay any person or organization that must pay any damages, loss, cost or expense because of any of the foregoing.

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### Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any cost or expense incurred by any **insured** or others:

- A. for any:
1. enhancement or maintenance of any property; or
  2. prevention of any injury or damage to any person, property or organization.
- B. to comply with any injunction or other equitable relief.

With respect to Hazardous Substances/Pollution Liability Coverage–Time Element Basis only, subparagraphs A.2 and B. above do not apply to the liability for costs or expenses for **cleanup** for **property damage** to which this coverage applies.

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### Environmental Laws, Failure To Comply

This insurance does not apply to any damages, loss, cost or expense arising out of any failure to comply with any environmental directive, law, order, ordinance, regulation or statute, if such failure is a deliberate or willful act or omission by or on behalf of the **insured**.

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### Healthcare Or Specific Professional Services

This insurance does not apply to any damages, loss, cost or expense arising out of any rendering of or failure to render any:

- **healthcare service**; or
- **specific professional services**.

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

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Policy Exclusions

#### Healthcare Or Specific Professional Services (continued)

With respect to the rendering of or failure to render a **healthcare service** only, this exclusion does not apply to:

- **bodily injury** caused by a defect, deficiency, inadequacy or dangerous condition in **your product** to which this insurance applies;
- **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** to which this insurance applies;
- **bodily injury** caused by cardiopulmonary resuscitation or other first aid services; or
- Medical Expenses Coverage.

#### Intellectual Property Laws Or Rights

- A. This insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
  1. assertion; or
  2. infringement or violation;
 by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. Further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
- C. This exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

#### Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense:

- A. with respect to which any **insured** under this policy also has status as an insured (or is entitled to indemnity) under a nuclear energy liability policy issued by:
  1. American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, Nuclear Insurance Association of Canada or any of their antecedents or successors; or
  2. any similar insurer anywhere in the world;
 or would have had status as an insured or would have been entitled to indemnity under any such policy but for its termination upon exhaustion of its limit of insurance.
- B. arising out of the **nuclear hazardous properties of nuclear or radioactive material** and with respect to which any:
  1. 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 any similar law in any jurisdiction; or

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## Policy Exclusions

### Nuclear Energy (continued)

2. **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof or any other governmental authority in any jurisdiction under any agreement entered into by such governmental authority with any person or organization.
- C. arising out of the **nuclear hazardous properties of nuclear or radioactive material**:
  1. if the **nuclear or radioactive 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 disposed of, handled, possessed, processed, stored, transported, treated or used by or on behalf of any **insured**; or
  2. in any way related to the furnishing by any **insured** of equipment, materials, parts or services in connection with the construction, maintenance, operation, planning 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 C.2 applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in connection with this exclusion, **property damage** includes all forms of radioactive contamination of property.

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### Pollution

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any 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.
  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 performing operations, if the:
    - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
    - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

**Policy Exclusions****Pollution**  
(continued)

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**.
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**.
- was a necessary part of operations performed by any **insured**, contractor or subcontractor.
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
1. demand, order, request 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**.
  2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense 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 demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage** to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion does not apply to the extent that the Hazardous Substances/Pollution Liability Coverage–Time Element Basis applies to the liability for:

- damages for **bodily injury** to which this coverage applies; or
- damages or costs or expenses for **cleanup** for **property damage** to which this coverage applies.

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## Policy Exclusions

### Pollution (continued)

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

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### Recall Of Products, Work Or Impaired Property

- A. This insurance does not apply to any damages, loss, cost or expense incurred by any **insured** or others for any loss of use or any adjustment, withdrawal, recall, inspection, repair, replacement, removal or disposal of:
1. **your product;**
  2. **your work;** or
  3. **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.
- B. With respect to Products-Completed Operations Liability Coverage only, this exclusion does not apply to the liability for damages for **bodily injury** that results from a procedure or service to:
1. remove **your product** from; or
  2. repair or replace **your product** which has been put inside;
- a person's body, if:
- such product is a **medical device** that has caused **bodily injury** to such person before such procedure or service; and
  - such removal, repair or replacement is necessary to prevent a change, continuation or resumption of such **bodily injury** to such person.
- C. Paragraph B. above does not apply (and therefore this insurance does not apply) to the cost of **your product** or any product that replaces **your product**.

---

### Unapproved Goods Or Products

This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of any goods or products:

- A. declared unsafe by the applicable governmental or regulatory authority having jurisdiction on the basis of such hazardous properties, regardless of whether or not 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, loss, cost or expense were incurred; or
- B. disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority having jurisdiction.

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 known by you or would have been known from the standpoint of a reasonable person in your circumstances, that the good or product had been declared unsafe.



## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Policy Exclusions (continued)

#### Unapproved Human Clinical Trials

This insurance does not apply to any damages, loss, cost or expense arising out of any unapproved exposure to material in connection with any **human clinical trial** that happens after:

- a hold has been placed on the trial;
- 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 the applicable governmental or regulatory authority having jurisdiction.

#### Unapproved Off-Label Promotion

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any dissemination of information:
1. by or on behalf of any **insured**; and
  2. in connection with any unapproved use of any **life science product**; in violation of any law, regulation or order of any governmental or regulatory authority.
- B. Paragraph A. above does not apply if:
1. you did not intend; or
  2. a reasonable person in your circumstances would not have expected; that such information would be used to encourage or promote any such unapproved use.
- C. Notwithstanding paragraph B. above, no person or organization is an **insured** under this insurance if such person or organization recklessly or willfully violated or consented to any violation of law, regulation or order as described in paragraph A. above.

#### Unauthorized Or Unsolicited Communications

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:

- A. communicating, distribution, publication, sending or transmitting of any unauthorized or unsolicited electronic communication to advertise or promote a good, product, service or Internet website;
- B. unauthorized or unsolicited communication with a person or organization through the use of a computer, facsimile machine, telephone or automatic telephone dialing system or other communication device or system; or
- C. violation of any judicial, regulatory or statutory law related to any practice described in subparagraphs A. or B. above.

#### Workers' Compensation Or Similar Laws

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

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## 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 conclusion that injury or damage was expected or intended.

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### Arbitration

- A. 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**.
- B. Further, with respect to Hazardous Substances/Pollution Liability Coverage–Time Element Basis:
1. if we and the **insured** do not agree whether coverage is provided, then either party may make a written demand for arbitration.
  2. if such demand is made, then each party will select an arbitrator. The two arbitrators will select a third. If they can not agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:
    - a. pay the costs or expenses it incurs; and
    - b. bear the costs or expenses of the third arbitrator equally.
  3. unless both parties agree otherwise, such arbitration will take place in the locale in which the Named Insured's Mailing Address shown in the Declarations is located. Arbitration will be governed by the applicable rules of the American Arbitration Association. A decision agreed to by two of the arbitrators will be binding and will be enforceable in the same manner as a final judgment in any court of competent jurisdiction. The arbitrators will have no authority to award any punitive, exemplary or extra-contractual damages, costs or expenses.

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### Bankruptcy

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

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### Currency

Amounts under this insurance are expressed and payable in United States of America currency.

However, at our discretion, we may make payments in another currency.

In the event of any payment involving another currency, conversion into or from such currency will be computed as follows:

- with respect to payments for judgments or settlements, amounts will be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement.
- with respect to payments other than payments for judgments or settlements, amounts will be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment.

In no event will any conversion into or from another currency result in any increase in the Limits Of Insurance as expressed in United States of America currency.

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Conditions (continued)

#### Disclosure And Representations

We have issued this insurance:

- based upon any representations made to us by you; and
- in reliance upon any such 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** knows about such hazard or other material information.

#### Duties In The Event Of Occurrence, Offense, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense 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** or offense 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** or offense.

Notice of an **occurrence** or offense 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;
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. Any notice to us under this condition must be in writing and addressed to our Claim Department.

- F. Knowledge of an **occurrence** or offense 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** knows about such **occurrence** or offense.

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## Conditions

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

- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.

Paragraphs F. and G. above do not apply to Hazardous Substances/Pollution Liability Coverage-Time Element Basis.

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### *Hazardous Substances/ Pollution Liability-Time Element Basis – Special Duties In The Event Of Occurrence, Claim Or Suit*

With respect to Hazardous Substances/Pollution Liability Coverage-Time Element Basis, further to the provisions of the Condition titled Duties In The Event Of Occurrence, Offense, Claim Or Suit and in strict conformance with all of the time frames and requirements set forth in the provisions of the Coverage titled Hazardous Substances/Pollution Liability Coverage-Time Element Basis:

- A. you must mail or deliver to us notice, in writing, of any **occurrence**. Notice must be provided in accordance with subparagraphs B. and C. below and must include:
1. the date and time the **occurrence** commenced.
  2. the date and time the **occurrence** was first discovered by an **insured**.
  3. identification of the **insured** that first discovered the **occurrence**.
  4. where the **occurrence** took place, including identification of the containers, media or systems from which the **hazardous substances** or **pollutants** were discharged or released, or escaped.
  5. identification, including the approximate quantity and quality, of the **hazardous substances** or **pollutants** involved.
  6. the cause of the **occurrence**.
  7. the nature of any injury, damage or **cleanup**.
- B. notice of all **occurrences**, claims or **suits** in connection with Hazardous Substances/Pollution Liability Coverage-Time Element Basis must be mailed or delivered to us, in writing, in care of:

Chubb & Son  
A division of Federal Insurance Company  
Claim Department  
Environmental Claim Manager  
15 Mountain View Road  
Warren, NJ 07059  
U.S.A.

- C. if such notice is mailed:
1. it must be mailed via an express mail service that maintains a written register of the date and time mail is deposited with them;
  2. it will be deemed to have been mailed to us on the date and at the time shown in the register of such mail service as the date and time you deposited such notice with them for delivery to us; and
  3. we will only accept a copy of the register prepared, maintained and certified by such mail service as proof of when you mailed such notice to us.
-

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Conditions (continued)

#### First Named Insured – Special Provisions

In addition to the obligations of the person or organization first named in the Declarations (first named **insured**), as set forth in the Common Policy Conditions or any other provision of this policy, the following provisions apply.

- A. The first named **insured** is primarily responsible:
  1. to act on behalf of any person or organization (other than us) having rights or duties under this policy.
  2. for all communications between any such person or organization and us.
- B. Such communications include those in connection with:
  1. any application for this insurance.
  2. any addition to, deletion of or other change in the terms or conditions of this insurance.
  3. the provisions of the Condition titled Duties In The Event Of Occurrence, Offense, Claim Or Suit or similar provisions of this contract.
- C. Our communications under this policy will be principally through the first named **insured**. The inclusion of any other **insured** or other interest under this insurance will not obligate us to provide any notice or other specific information to any such interest.
- D. We have no obligation to apportion or provide any claim, premium or other information separately among or to any specific **insured** or other interest under this insurance.

#### 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.

#### Other Insurance

If valid and collectible **other insurance** is available to any **insured** or other qualifying interest (under this insurance) for loss we would otherwise cover under this insurance, then our obligations are limited as follows.

##### Primary Insurance

This insurance is primary, except to the extent that the Excess Insurance provision described below applies.

If this insurance is primary, then 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 below.

---

## Conditions

### *Other Insurance (continued)*

However, if you are obligated pursuant to a written contract or agreement to provide a person or organization that is included in the Who Is An Insured section of this contract with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### *Excess Insurance*

- A. This insurance is excess over any **other insurance** (whether primary, excess, contingent or on any other basis), including any other insurer's antecedent or replacement of this insurance or any such **other insurance**:
1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**.
  2. that applies to **property damage** to a premises rented to you or occupied by you.
  3. that applies to **property damage** to property of others.
  4. if the loss arises out of aircraft, **autos** or watercraft.
  5. if the loss arises out of **hazardous substances, pollutants** or pollution.
  6. if the loss arises out of any rendering of or failure to render any professional service, advice or instruction.
  7. that applies to **advertising injury** or **personal injury**.
  8. under which any **insured** or other qualifying interest (under this insurance) is included as an insured or other qualifying interest under such **other insurance**.
  9. under any Property section of this policy.
  10. that applies to injury or damage that occurs, in whole or in part, after the end of the policy period shown in the Declarations of this insurance.
- B. When this insurance is excess, we will:
1. have no duty to defend the **insured** against any **suit** if any insurer that provides **other insurance** has a duty to defend such **insured** against such **suit**. If no other insurer defends, then we will undertake to do so; but we will be entitled to the **insured's** rights against all those other insurers.
  2. pay only our share of the amount of loss, if any, that exceeds the sum of the total amounts:
    - a. that all **other insurance** would pay for loss in the absence of this insurance; and
    - b. of all deductible, participation, retention and other self-insured amounts (including any amounts allocated to and required to be paid by the **insured**) in connection with all **other insurance**.
- C. 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, then 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.

**Extended General Liability (Including Human Clinical Trials) For Life Sciences****Conditions****Other Insurance  
(continued)**

If any of the **other insurance** does not permit contribution by equal shares, then 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. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

**Separation Of Insureds**

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the person or organization first named in the Declarations (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.

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.

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**Extended General Liability (Including Human Clinical Trials) 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 Events**

**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.
- 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.

**Advertisement**

**Advertisement:**

- means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
- does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

**Advertising Injury**

**Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

**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, compound or other material or **waste**.

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## **Definitions**

(continued)

### **Auto**

#### **Auto:**

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

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### **Biological Agents**

#### **Biological agents** means any:

- A.
  - 1. bacteria;
  - 2. mildew, mold or other fungi;
  - 3. other microorganisms; or
  - 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

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### **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 will be deemed to occur at the time of the physical injury, sickness or disease that caused it.

---

### **Claim Adjustment Expenses**

#### **Claim adjustment expenses:**

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

**Definitions****Claim Adjustment Expenses**  
(continued)

4. court 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. any **claimant costs**.
  2.
    - a. any attorney or paralegal fees or expenses or litigation expenses; or
    - b. any other loss, cost or expense;
 in connection with any claim or **suit** for injunctive or other equitable relief brought against any **insured** or other qualifying interest under this insurance.
  3. any fine or other penalty.
  4. 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 any of the foregoing is an **employee**).

With respect to Hazardous Substances/Pollution Liability Coverage—Time Element Basis only, subparagraph B.2.a. above does not apply in connection with **property damage** to which such coverage applies.

**Claimant Costs**

**Claimant costs** means attorney fees and litigation expenses incurred by a claimant relating to a **suit** to which this insurance applies.

**Cleanup**

**Cleanup** means neutralization or removal of the injurious presence of **hazardous substances** or **pollutants** to the extent required by environmental directive, law, order, ordinance, regulation or statute of any governmental authority.

**Closed Facility**

**Closed facility** means any premises, site or location at which the routine or usual conduct of business has been suspended or terminated.

**Cosmetic**

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

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## **Definitions**

(continued)

### ***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 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:

- for use in the cure, diagnosis, mitigation, prevention or treatment of disease, injury or sickness in human beings;
- to affect any function or structure of the human body; or
- which is recognized as such in the official *Homeopathic Pharmacopoeia* or *United States Pharmacopoeia - National Formulary*.

---

### ***Employee***

**Employee:**

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

---

### ***Hazardous Substances***

**Hazardous substances** means contaminative, pathogenic or toxic substances, including:

- **biological agents**; or
- **nuclear or radioactive material**;

whether or not any of the foregoing is a **pollutant**.

---

### ***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.

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### ***Hostile Fire***

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

---

**Definitions**  
(continued)**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**.

**Impaired Property**

**Impaired property** means 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 adjustment, removal, repair or replacement 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, data security, electronic, information, Internet, network or website:
  - 1. equipment or parts; or
  - 2. programs or systems; and
- B. software, data or other information that is in electronic form.

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## Definitions

(continued)

### Information And Network Technology Service

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

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### Insured

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

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### 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 for injury or damage, to which this insurance applies, sustained by a third person or organization.
- B. does not include that part of any contract or agreement which 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, passing off or similar practices.
-

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Definitions

(continued)

#### 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.
- 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**.

#### 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.

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## Definitions

(continued)

### Medical Device

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

- intended for use in the cure, diagnosis, mitigation, prevention or treatment of disease, injury or sickness in human beings;
- intended to affect any function or structure of the human body; or
- recognized as such in the official *United States Pharmacopoeia - National Formulary*;

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.

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### Medical Expenses

**Medical expenses** means reasonable expenses for necessary:

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



**Definitions****Mobile Equipment  
(continued)**

- 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.

**Natural Resources**

**Natural resources** means air, biota, fish, land, drinking water, groundwater, surface water and wildlife appertaining or belonging to, held in trust or managed by or otherwise controlled by a governmental authority.

**Nuclear Facility**

**Nuclear facility** means any:

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

**Nuclear Or Radioactive Material**

**Nuclear or radioactive material** means any:

- by-product material, source material or special nuclear material; or
- other solid, liquid or gaseous substance that emits radiation;

including its presence or use in any alloy, by-product, compound or other material or waste.

---

## Definitions

### *Nuclear Or Radioactive Material (continued)*

As used herein:

- waste includes material to be recycled, reconditioned or reclaimed.
- 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 or in any similar applicable law in any jurisdiction.

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### *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.

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### *Nuclear Spent Fuel*

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

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### *Nuclear Waste*

**Nuclear waste** means any waste material:

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

As used herein, source material has the meaning given it in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof or in any similar applicable law in any jurisdiction.

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### *Occurrence*

#### A. *All Coverages Except Hazardous Substances/Pollution Liability Coverage—Time Element Basis*

With respect to all coverages under this contract (except Hazardous Substances/Pollution Liability Coverage—Time Element Basis), **occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### B. *Hazardous Substances/Pollution Liability Coverage—Time Element Basis*

With respect to Hazardous Substances/Pollution Liability Coverage—Time Element Basis, **occurrence**:

1. means the actual and accidental discharge, release or escape of **hazardous substances** or **pollutants** directly from the container, media or system designed to handle or hold such **hazardous substances** or **pollutants**.

All discharges, releases or escapes, whether continuous, intermittent or repeated, that are related to substantially the same general cause or conditions will be deemed the same **occurrence** regardless of the:

- number of such discharges, releases or escapes;
- number or proximity of such containers, media or systems from which **hazardous substances** or **pollutants** are discharged or released, or escape;
- duration of such discharges, releases or escapes;

## Extended General Liability (Including Human Clinical Trials) For Life Sciences

### Definitions

#### Occurrence (continued)

- period of time during which such discharges, releases or escapes occur; or
- size of the space or geographic area in which such discharges, releases or escapes take place.

An **occurrence** involving more than one discharge, release or escape will be deemed to commence at the time the first of such discharges, releases or escapes commenced.

2. does not include any discharge, release or escape in a quantity or with a quality that is routine or usual to the conduct of the **insured's** business.

#### Officer

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

#### Other Insurance

##### Other insurance:

- A. means any insurance or bond affording coverage that this insurance would also afford.
- B. includes any:
  1. type of deductible, self-insurance or other mechanism arranged for funding of loss.
  2. discovery period or extended reporting period available under any insurance, bond or other mechanism described above.
  3. reinstatement of limits or supplemental or other limits available under any insurance, bond or other mechanism described above.
- C. does not include insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

#### Personal Injury

**Personal injury** means injury, other than **bodily injury, property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment.
- B. malicious prosecution.
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner.
- D. electronic, oral, written or other publication of material that:
  1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  2. violates a person's right of privacy.
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

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## Definitions

(continued)

### Pollutants

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.

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### 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.

B. does not include **bodily injury** or **property damage** arising out of:

1. the transportation of property, unless such injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and such condition was created by the **loading or unloading** of such 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**.
  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.
-

**Definitions***(continued)***Property Damage****A. All Coverages Except Hazardous Substances/Pollution Liability Coverage—Time Element Basis**

With respect to all coverages under this contract (except Hazardous Substances/Pollution Liability Coverage—Time Element Basis), **property damage** means:

1. physical injury to tangible property, including resulting loss of use of such property (all such loss of use will be deemed to occur at the time of the physical injury that caused it); or
2. loss of use of tangible property that is not physically injured (all such loss of use will be deemed to occur at the time of the **occurrence** that caused it).

**B. Hazardous Substances/Pollution Liability Coverage—Time Element Basis**

With respect to Hazardous Substances/Pollution Liability Coverage—Time Element Basis, **property damage**:

1. means:
  - a. physical injury to **natural resources** or other tangible property, including resulting loss of use of such property (all such loss of use will be deemed to occur at the time of the physical injury that caused it); or
  - b. loss of use of **natural resources** or other tangible property that is not physically injured, but which has been evacuated, withdrawn from use or rendered inaccessible because of an **occurrence** (all such loss of use will be deemed to occur at the time of the **occurrence** that caused it).
2. includes **cleanup** affecting **natural resources** or other tangible property.

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

**Specific Professional Services**

**Specific professional services** means any of the following service, advice or instruction:

- Accounting.
- Actuarial.
- Architecture, engineering or surveying.
- Graphic arts, printing or publishing.
- Legal.

**Suit**

**Suit:**

- means a civil proceeding in which damages, to which this insurance applies, are sought.
- 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.

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**Definitions**  
(continued)**Underground Facility**

**Underground facility** means any container or system, including any ducts, pipes or other apparatus used therewith, if 10 percent or more of the volume of such container or system is or was at any time beneath the surface of the ground.

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**Waste**

**Waste** includes material to be recycled, reconditioned or reclaimed.

---

**Waste Facility**

**Waste facility** means that particular part of any premises, site or location which is or was at any time licensed, or subject to licensing or reporting requirements, by a governmental authority for the disposal, reclamation, reconditioning, recycling, processing or treatment of **waste**.

---

**Your Product****Your product:****A.** means any:

1. goods or products (other than real property), including **information and network technology products** and **life science products**, created, developed, installed, leased or licensed (to others) or otherwise manufactured, sold, handled, distributed or disposed of by:
  - a. you;
  - b. others trading under your name; or
  - c. a person or organization whose assets or business you have acquired; and
2. containers (other than vehicles), equipment, materials or parts furnished in connection with such goods or products.

**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 in connection with **your product**.

---

**Your Work****Your work:****A.** means any:

1. operations or work, 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. equipment, materials or parts furnished in connection with such operations or work.

**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 in connection with **your work**.

## ***Liability Insurance Section***

### ***Endorsements***

**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

**Conditions**

Under Conditions, the provision titled Premium Audit is deleted and replaced by the following.

**Premium Audit**

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

All other terms and conditions remain unchanged.

*Authorized Representative*





**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion  
Endorsement****Information Laws,  
Including Unauthorized  
Or Unsolicited  
Communications**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

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**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", is written over a horizontal line.

**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
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<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Definitions, the definition titled Human Clinical Trial is deleted and replaced by the following.

**Definitions****Human Clinical Trial****Human clinical trial:**

- A. means testing of a:
1. **life science product** upon or within human beings to establish the effectiveness or safety of such **life science product**; or
  2. **medical device** to establish the effectiveness of such **medical device** to provide clinical data.
- B. includes:
1. the providing of the information necessary to obtain the informed consent of human beings to participate in such testing; and

---

**Definitions**

*Human Clinical Trial*  
(continued)

2. other activities in connection with the testing.

All other terms and conditions remain unchanged.

*Authorized Representative*

A handwritten signature in black ink, consisting of a large capital 'P' followed by several loops and a final flourish.

**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Conditions, the provisions titled Arbitration is deleted and replaced by the following.

**Conditions****Arbitration**

- A. 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**.
- B. Further, with respect to Hazardous Substances/Pollution Liability Coverage—Time Element Basis:
  - 1. if we and the insured do not agree whether coverage is provided, then both parties may, by mutual consent, agree in writing to arbitration of the disagreement.
  - 2. if both parties agree to arbitration, then each party will select an arbitrator. The two arbitrators will select a third. If they can not agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:
    - a. pay the costs or expenses it incurs; and
    - b. bear the costs or expenses of the third arbitrator equally.

---

## Conditions

### *Arbitration (continued)*

3. unless both parties agree otherwise, such arbitration will take place in the locale in which the Named Insured's Mailing Address shown in the Declarations is located. Arbitration will be governed by the applicable rules of the American Arbitration Association. A decision agreed to by two of the arbitrators will be binding and will be enforceable in the same manner as a final judgment in any court of competent jurisdiction. The arbitrators will have no authority to award any punitive, exemplary or extra-contractual damages, costs or expenses.

All other terms and conditions remain unchanged.

*Authorized Representative*



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
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<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
GENERAL LIABILITY

---

With respect to the Coverages described in the Schedule, the following provision is added to this policy and replaces any similar provision contained therein. The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this contract.

**Coverages****Coverage Territory,  
Scheduled**

Subject to all of the terms and conditions of this insurance, with respect to the Coverages as described in the Schedule, such Coverages apply only if an **event trigger** happens in the Applicable Coverage Territory as described in the Schedule.

---

As used herein the following words and phrases have special meanings described below.

**Definitions****Event Trigger**

**Event trigger** refers to the:

- injury, damage or other loss; or
- accident, act, occurrence , offense or other cause of loss;

that must happen for coverage to apply as described under the applicable Coverage.

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**Schedule**

Coverage:

***Liability Endorsement****(continued)*

ALL COVERAGES CONTAINED IN THE LIABILITY CONTRACTS SHOWN IN THE LIABILITY INSURANCE SCHEDULE OF FORMS IN EFFECT AT THE TIME OF LOSS. HOWEVER, THE PROVISIONS OF THIS LIABILITY GLOBAL EXTENSION DO NOT APPLY TO ANY COVERAGE CONTAINED IN THE STOP GAP CONTRACT OR THE INTEGRATED LIABILITY AND INDEMNITY INSURANCE CONTRACT IF SUCH CONTRACTS ARE SHOWN IN SUCH SCHEDULE.

Applicable Coverage Territory:

Coverage Territory means, and therefore this insurance applies,

ANYWHERE

All other terms and conditions remain unchanged.

Authorized Representative





**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

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**Coverages**

*Hazardous  
Substances/Pollution  
Liability – Time Element  
Basis, Deleted*

Under Coverages, the coverage titled Hazardous Substances/Pollution Liability Coverage-Time Element Basis is deleted.

All other terms and conditions remain unchanged.

*Authorized Representative*



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion  
Endorsement****Scheduled Diseases**

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. condition, disease or sickness shown in the Schedule, including any similar or other condition, disease, injury or sickness related thereto, by whatever name known;
- B. causative agent of any condition, disease, injury or sickness described in subparagraph A. above, regardless of whether such agent gives rise to any such condition, disease, injury or sickness or any other condition, disease, injury or sickness, by whatever name known; or
- C. actual or attempted counseling or testing for, or containing, detoxifying, mitigating, monitoring or neutralizing of, or responding to, or assessing the effects of any:
  - 1. condition, disease, injury or sickness; or

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**Liability Endorsement**  
(continued)

2. causative agent;

described in subparagraph A. or B. above, including any:

- actual or attempted cure, diagnosis, prevention or treatment of any such condition, disease, injury or sickness;
- actual or attempted cleaning-up, disposing, handling or removing of any such causative agent; or
- failure to perform any of the foregoing.

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**Schedule**

Acquired Immune Deficiency Syndrome (AIDS)

Transmissible Spongiform Encephalopathy (TSE)

Viral Hepatitis

All other terms and conditions remain unchanged.

Authorized Representative



**Endorsement**

*Policy Period* NOVEMBER 6, 2019 TO NOVEMBER 6, 2020  
*Effective Date* NOVEMBER 6, 2019  
*Policy Number* 3605-13-20 TPA  
*Insured* UNIPHARMA LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following provision is added to this policy.

**Non-Accumulation Of  
Limits Of Insurance**

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any claim that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

*Authorized Representative*



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
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<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
GENERAL LIABILITY

A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions****Cap On Certified  
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

A new section titled Terrorism Definitions is added.

**Terrorism Definitions****Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and
- B. that results in damage:
  - 1. within the **United States**; or

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**Liability Insurance**  
(continued)

2. outside of the **United States** in the case of:

- a. an air carrier or vessel as described in the **terrorism law**; or
- b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

**State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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**Terrorism Law**

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 as amended.

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**United States**

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion  
Endorsement**

- Asbestos, Silica Or Similar Compounds, Including Mixed Dust**
- A. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of:
1. **asbestos;**
  2. **silica;** or
  3. **mixed dust.**
- B. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:
1. demand, order, request 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; or
  2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

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**Liability Endorsement**  
(continued)

the effects of:

- **asbestos;**
- **silica;** or
- **mixed dust.**

---

The following Definitions are added to this policy and replace any similar definitions contained therein.

**Defintions**

**Asbestos**

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or **waste**.

**Mixed Dust**

**Mixed dust** means any combination or mixture of **asbestos** or **silica** and any other dust, fibers or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or **waste**.

**Silica**

**Silica** means silica in any form (including silicates or other similar silicon compounds), including its presence or use in any alloy, by-product, compound or other material or **waste**.

**Waste**

**Waste** includes material to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative





**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
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<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

**Deductibles****Basis And Amounts Of  
Deductibles**

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss that arises out of each separate "event."

Deductible amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.

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**Liability Endorsement**  
(continued)

- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
1. issued for a policy period of less than twelve (12) months; or
  2. terminated before the end of the policy period shown in the Declarations for any reason.

---

**Deductible Obligations  
(Excess And  
Reimbursement)**

This insurance applies to amounts in excess of Deductibles, and ultimately you are obligated for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for "damages/loss" and "deductible expenses" (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any "damages/loss" or "deductible expenses" within any Deductible, then you must promptly reimburse us for all such "damages/loss" and "deductible expenses." Regardless of whether we pay any "damages/loss," you must promptly reimburse us for all "deductible expenses" within any Deductible.

There is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay or reimburse all amounts described in this provision regardless of the number of losses.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

---

**Investigation, Defense,  
Settlements And Rights  
Of Recovery**

Regardless of the application of any Deductible:

- A. the terms and conditions of this insurance continue to apply, including those with respect to:
1. our rights to investigate any claim or "event" and to make any settlements; and
  2. the insured's duties in the event of any claim, "event" or suit.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.
  2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Deductible (including costs or expenses of such recovery proceedings).

---

The following provision is added to Limits Of Insurance.

**Endorsement**

*Effective Date* NOVEMBER 6, 2019

*Policy Number* 3605-13-20 TPA

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**Limits Of Insurance*****Each Claim Or "Event"***

If the applicable Limit of Insurance applies on an each claim or each "event" basis, then such limit (other than an aggregate limit) will be reduced by "damages/loss" paid or incurred within the Deductible.

If expenses are described as reducing the Limits Of Insurance of the applicable Coverage, then such expenses within the Deductible will reduce such Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated regardless of the applicability of any Deductible or any amount that you must pay or reimburse in connection with any Deductible.

---

As used in this endorsement, the following words and phrases have special meanings as described below.

**Deductible Definitions*****"Damages/Loss"***

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "deductible expenses." Deductibles applying to bodily injury include damages and any medical expenses.

---

***"Deductible Expenses"***

"Deductible expenses" refers to the following expenses as described under the applicable insurance:

- A. attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
- B. expenses relating to a suit, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
- C. the cost of:
  - 1. bail bonds; or
  - 2. bonds required to:
    - a. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
    - b. release attachments.
- D. costs taxed against the insured in a suit.

---

**Liability Endorsement**  
(continued)

- E. the cost and expense of any investigation that we undertake.
- F. other reasonable expenses that we allocate to a specific claim or "event."

---

**"Event"**

"Event" refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

All other terms and conditions remain unchanged.

*Authorized Representative*



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusions*****Scheduled Products Or  
Classes Of Products***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any defect, deficiency, inadequacy or dangerous condition in, (including the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of) any:

- A. good, product or material described in the Schedule Of Goods, Products Or Materials, in any form, including its presence or use in any alloy, by-product, compound or other material or waste (waste includes material to be recycled, reconditioned or reclaimed);
- B. good, product or material that has the same or substantially the same chemical formula as any good, product or material described in subparagraph A. above, by whatever name known;
- C. good, product or material that is a derivative of any good, product or material described in subparagraphs A. or B. above, by whatever name known; or
- D. class of products described in the Schedule Of Classes Of Products, by whatever name known.

***Schedule Of Goods, Products Or Materials***

Aristolochic Acid

Bitter Orange

Creatine

---

***Liability Endorsement***  
*(continued)*

Diethylstilbestrol (DES)

Ephedra or Ephedrine

Gamma Hydroxy Butyrate/Gamma Butyrate

Germander

Isotretinoin

Yohimbe

BETA-METHYLPHENETHYLAMINE (BMPEA)

CANNABIS

1,3-DIMETHYLAMYLAMINE (DMAA)

KAVA KAVA OR PIPER METHYSTICUM (KAVA)

TALC

---

***Schedule Of Classes Of Products***

Birth control or fertility goods or products

Hormone replacement products

Opioid or opiate products

ALL TYPES OF MESH OR TISSUE MATRICES USED TO PROVIDE

SUPPORT IN THE REPAIR OF WEAKENED OR DAMAGED

TISSUE ANYWHERE IN THE BODY

ANABOLIC STEROIDS

PROTON PUMP INHIBITORS

***Liability Insurance***

***Endorsement***

*Effective Date*                      NOVEMBER 6, 2019

*Policy Number*                    3605-13-20 TPA

All other terms and conditions remain unchanged.

*Authorized Representative*



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

**Exclusion  
Endorsement****Loss Of Use Of  
Electronic Data**

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.



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**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
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<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
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---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion  
Endorsement****Alcoholic Beverage  
Type Businesses**

This insurance does not apply to any damages, loss, cost or expense for any **bodily injury** or **property damage** for which any person or organization may be held liable by reason of any:

- A. causing or contributing to the intoxication of any person.
- B. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

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

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

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**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

**Endorsement**

*Policy Period* NOVEMBER 6, 2019 TO NOVEMBER 6, 2020  
*Effective Date* NOVEMBER 6, 2019  
*Policy Number* 3605-13-20 TPA  
*Insured* UNIPHARMA LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
GENERAL LIABILITY

---

The following exclusion is added to this policy. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion  
Endorsement****Access To Or Disclosure  
Of Confidential Or  
Personal Information -  
Advertising Injury Or  
Personal Injury**

This insurance does not apply to any **advertising injury** or **personal injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions remain unchanged.

Authorized Representative



**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
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<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

***Bodily Injury/Property  
Damage Exclusions******Products-Completed  
Operations Hazard***

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

All other terms and conditions remain unchanged.

*Authorized Representative*



***Common Policy Conditions Section***

**Policy Conditions****Schedule of Forms**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
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<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9001	6-98	HOW TO REPORT A LOSS	11/06/19	11/10/19
80-02-9090	6-05	COMMON POLICY CONDITIONS	11/06/19	11/10/19
80-10-9138	10-97	IMPORTANT NOTICE TO POLICY HOLDERS-FLORIDA	11/06/19	11/10/19
80-02-9743	9-15	FLORIDA MANDATORY - CANCELLATION & NONRENEWAL	11/06/19	11/10/19
80-02-9800	12-08	INSURING AGREEMENT	11/06/19	11/10/19
99-10-0460	2-97	DIRECT BILL NOTICE	11/06/19	11/10/19
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	11/06/19	11/10/19
99-10-0820	2-05	FL NOTICE - RISK MGMT PROGRAM AVAILABILITY	11/06/19	11/10/19
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	11/06/19	11/10/19
99-10-0951	9-15	IMPORTANT NOTICE - TERRORISM	11/06/19	11/10/19

**Contract****Conditions**

The following Conditions are included under each part of the policy, unless stated otherwise.

**Audit Of Books And Records**

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

**Cancellation**

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

**Changes**

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

**Compliance By Insureds**

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

**Compliance With Applicable Trade Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

**Conformance**

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

**First Named Insured**

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

**Inspections And Surveys**

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.



---

## **Conditions**

### ***Inspections And Surveys (continued)***

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

---

### ***Titles Of Paragraphs***

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

---

### ***Transfer Of Rights And Duties***

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

---

### ***When We Do Not Renew***

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

## ***Common Policy Conditions Section***

## ***Endorsements***

**Endorsement**

<i>Policy Period</i>	NOVEMBER 6, 2019 TO NOVEMBER 6, 2020
<i>Effective Date</i>	NOVEMBER 6, 2019
<i>Policy Number</i>	3605-13-20 TPA
<i>Insured</i>	UNIPHARMA LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 10, 2019

---

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

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The following changes are made as respects exposures in the state of Florida.

Under Conditions, the provisions titled Cancellation and When We Do Not Renew are deleted and replaced by the following:

**Conditions****Cancellation**

- A. The named insured may cancel this policy at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.
- B. *Cancellation of policies in effect for less than 90 days*
  - 1. If this policy has been in effect for less than 90 days, we may cancel this policy by mailing or delivering to the Named Insured's last known address written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
      - (i.) A material misstatement or misrepresentation; or
      - (ii.) A failure to comply with underwriting requirements established by us.

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## Conditions

### Cancellation (continued)

2. We may not cancel:
  - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of loss or damage to the insured property; or
  - b. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- C. *Cancellation of policies in effect more than 90 days*
  1. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
    - a. Nonpayment of premium;
    - b. The policy was obtained by a material misstatement;
    - c. There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of the coverage;
    - d. There has been a substantial change in the risk covered by the policy;
    - e. The cancellation is for all insureds under such policies for a given class of insureds;
    - f. On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of loss or damage to the insured property;
    - g. On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
    - h. The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office Of Insurance Regulation.
  2. If we cancel this policy for any of these reasons, we will mail or deliver to the Named Insured's last known address written notice of cancellation, accompanied by the specific reasons for cancellation at least:
    - a. 10 days before the effective date of cancellation if cancellation is for non-payment of premium; or
    - b. 45 days before the effective date of cancellation if:
      - (i.) Cancellation is for one or more of the reasons stated in Paragraph C.1.b. through C.1.g. above and this policy does not cover a residential structure or its contents; or
      - (ii.) Cancellation is based on the reason stated in paragraph C.1.h. above.

**Endorsement**

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**Conditions****Cancellation**  
(continued)

- c. 120 days before the effective date of cancellation if:
    - (i.) Cancellation is for one or more of the reasons stated in Paragraph C.1.b. through C.1.g.; and
    - (ii.) This policy covers a residential structure or its contents
  - d. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.
- D. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect unless this is an audit policy. If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will refund any premium within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit. The cancellation will be effective even if we have not made or offered a refund.

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**When We Do Not Renew**

- A. If we decide not to renew this policy we will mail or deliver to the Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
  - 1. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents; or
  - 2. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
- B. Any notice of nonrenewal will be mailed or delivered to the Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. We may not refuse to renew this policy:
  - 1. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent reoccurrence of loss or damage to the insured property;
  - 2. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:
    - a. The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or

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## Conditions

### *When We Do Not Renew (continued)*

- b. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- 3. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- D. Notwithstanding the provisions of paragraphs C. immediately above, we may refuse to renew this policy if:
  - 1. This policy includes sinkhole loss coverage. If we nonrenew this policy for purposes of removing sinkhole loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage; or
  - 2. Nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

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Under Conditions, the following is added:

## Conditions

### *Limitations On Cancellation And Nonrenewal In The Event Of A Hurricane Or Wind Loss – Residential Property*

#### Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property:

- A. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
  - 1. Except as provided in A.2., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
  - 2. We may cancel or nonrenew the policy prior to restoration of the structure, for any of the following reasons:
    - a. Nonpayment of premium;
    - b. Material misstatement or fraud related to the claim;
    - c. We determine that you have unreasonably caused a delay in the repair of the structure; or
    - d. We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel for a reason listed in 2.b., 2.c. or 2.d., we will give you 45 days' notice.

**Endorsement**

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**Conditions**

***Limitations On  
Cancellation And  
Nonrenewal In The Event  
Of A Hurricane Or Wind  
Loss – Residential  
Property  
(continued)***

- B. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.
- C. With respect to B., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

All other terms and conditions remain unchanged.

*Authorized Representative*

