Medical Devices Insurance

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Medical Devices**

Date of last review: August 2023

Date of next review: within 12 months of the above date

CFC Europe S.A. is authorised and regulated by the Financial Services and Markets Authority (FSMA). Registered number: 0711818068.

This document is a summary of cover available under the Medical Devices product. Complete pre-contractual and contractual information is provided in the full policy documentation. The coverages you have purchased are shown in your policy schedule.

What is this type of insurance?

Property Damage, General Liability, Employers' Liability and Errors & Omissions.

What is insured?

Claims made against you arising out of:

- Death, bodily injury, disease or property damage suffered by anyone, including employees, provided that it occurred in the course of your business activities
- Pollution and contamination
- Negligent acts, errors and omissions in respect of your business activities
- Breach of a contract
- Intellectual property rights infringement
- Financial loss sustained by third parties resulting from a hacking attack or virus targeting your computer systems
- Clinical trials

Your losses as a result of:

- Property damage
- Business interruption
- Costs to repair, restore or replace your website as a result of a hacking attack or virus
- Dishonesty of your employees

Additional covers

- Reputational harm
- Reimbursement of costs incurred to help reduce or avoid a claim
- Payment of withheld fees by an aggrieved client if this mitigates a potentially larger claim
- Brand protection
- Court attendance costs

What is not insured?

- ✗ Claims arising in the course of your Business Activities prior to the Retroactive Date
- ✗ Circumstances or occurrences known, or ought reasonably to have been known, at the start of your policy
- ✗ Patents and trade secrets
- ✗ Catastrophe perils for any of your supply chain partners who are not individually specified in the Schedule
- ✗ Specified diseases
- ✗ Specified materials (Di (2-ethylhexl) Phthalate (DEHP), Latex, Mercury, Silicone and Lead)
- ✗ Medical malpractice
- ✗ Product recall
- ✗ Product guarantee
- ✗ Liquidated damages and service credits
- ✗ Damage to your equipment due to inadequate maintenance
- ✗ Any claim or part of any claim that results in you being in a better financial position as a direct result of a negligent act, error or omission committed by you
- ✗ Insolvency of you or of a third party
- ✗ Wilful or dishonest acts of senior executive officers
- ✗ War and terrorism
- ✗ Nuclear reaction or radiation

Are there any restrictions on cover?

- ! We will not cover the amount of the deductible
- ! Where more than one claim arises from the same original cause or single source or event, all of those claim will be deemed to be one claim
- ! We will not pay more than the limits of liability specified on your policy schedule

Medical Devices Insurance

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Medical Devices**

Where am I covered?

Please check your policy schedule for:

- ✓ Territories in which legal action can be brought against you
- ✓ Jurisdictions in which your business activities are covered

What are my obligations?

- You must provide all information which may be relevant to the cover in a clear and accessible manner and as accurately and completely as possible.
- You must notify us of any incident, circumstance or claim in accordance with the conditions detailed in the policy document.
- You must not admit liability for or settle or make or promise any payment or incur any costs and expenses without our prior written agreement.
- You must maintain all your rights of recovery against any third party and make these available to us where possible.

When and how do I pay?

You must pay the premium no later than 60 days beyond the inception date stated on your policy schedule.

Speak with your insurance broker or adviser for how to pay.

When does the cover start and end?

Your cover starts on the inception date stated on your policy schedule and ends on the expiry date stated on the policy schedule.

How do I cancel the contract?

You may cancel the contract by giving us 30 days' written notice.