Life Sciences Insurance

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Life Sciences**

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 Life Sciences 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?

Products Liability, General Liability, Errors & Omissions, Product Recall, Cyber, Employers' Liability, Property and Business Interruption

What is insured?

Claims made against you arising out of:

- Death, bodily injury, disease or property damage suffered by anyone, provided that it occurred in the course of your business activities
- Pollution
- Negligent acts, errors and omissions in respect of your business activities or healthcare services
- Financial loss sustained by third parties caused by any product in the manufacturing, alteration or installation of a product
- Breach of a contract
- Intellectual property rights infringement
- Sexual misconduct and physical abuse
- Dishonesty of employees
- Network security and privacy liability
- Clinical trials

Your losses as a result of:

- Product recall enforced by any governmental, regulatory or law enforcement agency due to a safety issue
- Privacy breach notification costs
- Cyber extortion
- System business interruption
- System damage and rectification costs
- Property damage and business interruption

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
- ✗ Cyber event, claim or circumstances known, or ought reasonably to have been known, at the start of your policy
- ✗ Directors and officers liability
- ✗ Lumbar puncture procedures
- ✗ Patents and trade secrets
- ✗ Specified diseases
- ✗ Opioids
- ✗ Phase IV clinical trial
- ✗ Product guarantee
- ✗ Property damage or loss caused by wear and tear, vermin, infestation, dryness, humidity or land erosion
- ✗ Liquidated damages and service credits
- ✗ Unapproved clinical trials
- ✗ Any claim or part of any claim that results in you being in a better financial position as a direct result of your negligent act, error or omission
- ✗ Insolvency of you or of a third party
- ✗ Wilful or dishonest acts of senior executive officers
- ✗ War and terrorism

Are there any restrictions on cover?

- ! We will not cover the amount of the deductible
- ! Where more than one claim arises from the same product or batch of products or 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.

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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 details of 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.