

CNA



**CNA Advanced Medical Technology Products-
Work Hazard Liability Policy (GSL 7186 022011)
Coverage Highlights**



Life science clients and producers have unique liability concerns. The CNA HealthPro Advanced Medical Technology Products-Work Hazard Liability Policy (GSL7186 022011) has been designed to address those issues with a broad and comprehensive policy. Coverage highlights include:

- Enhanced the policy to Claims Made. Claims now can be reported during the coverage relationship.
- Automatic separation of insured language.
- Circumstance Reporting -- Claims arising out of a reported circumstance during the coverage relationship are deemed made during the policy period and up to five years after policy termination. All circumstances, other than Class 1 recalls, "Black" Box warnings and advisory memorandums are not required to be reported.
- Affirmative coverage for Punitive Damage where allowed by law with most favorable law applying.
- Automatic supplementary benefits for:
 - Mitigation Expenses – reasonable & necessary fees, costs and expenses to minimize potential damages of a claim or circumstance.
 - Class 1 Recall – provides a sublimit to allow the insured to recall their product from the market.
 - Clinical Trial Medical Expenses – provides a sublimit for medical expenses arising from your clinical trial.
- Clear and Concise "Related Claims" Language -- Provides either party the ability to prospectively declare all claims arising out of a single or related occurrence to be a single claim in lieu of retrospectively declaring a related claim back to the earliest date a claim or circumstance was tendered to CNA. There is no need to link a related claim to a specified batch or lot as traditional batch or lot endorsements offer.
- Personal and Advertising Injury coverage protection for the Insured's clinical trials.
- Broad and inclusive Insured language – This language ensures that your entities and specified business partners are automatically included and covered under the policy.
- Automatic primary and non-contributory language to include additional insureds, when required by contract.
- Endorsement available to include worldwide coverage that will respond on an excess basis, waiving the Insured's retention requirements when a claim exceeds the locally required limits of liability for products or clinical trials.
- Blanket clinical trials coverage. No limitations for clinical trials involving the following types of approved studies: protected participants; compassionate use; investigator-sponsored; comparative and combinations.
- Coverage applies to bodily injury claims arising from a product recall.
- Good Samaritan Coverage applies to products-work hazard claims arising from medical services rendered as first aid or emergency care by the Insured's employed physicians, dentists, nurses, emergency medical technicians, or paramedics.
- Coverage issued on a nonadmitted basis, which provides flexibility, stability, and responsiveness to the specific needs of our life science clients.

In addition to the extensive coverage provided by the Products-Work Hazard Liability Policy, CNA is ready to provide other endorsements to meet a number of your clients' supplemental coverage needs, including: Technology Errors & Omissions; medical malpractice for clinical trial investigators; HIPAA Proceedings; or no-fault clinical trials coverage, where required in foreign jurisdictions. When it comes to finding a national carrier who understands the unique needs of life science clients and producers ... we can show you more.

For additional information, please call CNA HealthPro at 1-888-600-4776.

One or more of the CNA companies provide the products and/or services described. The information is intended to present a general overview for illustrative purposes only. It is not intended to constitute a binding contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2011 CNA. All rights reserved.



Typical Broker Coverage Specifications (GSL7186 022011)

Cancellation	90 Days (p.24)
Cancellation for Nonpayment of Premium	10 Days (p.24)
Claims-Made. Claims can be reported during the Coverage Relationship	Yes (p.1 & 21. V.A.1.)
Pay-on-behalf basis (except where prohibited)	Yes (p.1.I. Insuring Agreement)
Auditable Premium Basis	Yes (p.23.E.)
Defense included in Deductible and Limit	Yes (p. 1, 1. Insuring Agreement)
Choice of Counsel	Yes (p., 2, .I.D1.. Defense - requires approval of company)
Per Claim Deductible	Yes (p.4.II .D.1 - . Deductible)
Willful or Intentional Errors & Omissions	Yes (p.25, V O. Entire Contract)
Notice of Claim or Occurrence	Yes (p.21, V, A. Your Duties if there is a Claim. "soon as reasonably possible", no day limitations)
Knowledge of Occurrence, Demand, Civil Proceeding	Yes (p.14, .V. Executive officer and p.23. V. C. When a Claim Shall Be Deemed Made)
Minimum Earned Premium	Yes (p.23.E. & 24.I. Cancellation - 90% of the pro-rata unearned paid premium, or 75% of the total annual premium)
Broad Named Insured including Limited Liability Companies, Joint Ventures, Partnerships and Sole Proprietors	Yes (p.14, IV, Insured, p.-20. IV. You and Subsidiary)
Employees as Insureds	Yes (p.14. IV. Employee and C. of Insured)
Contractual Liability including Defense Expense	Yes (p.14.IV. H. Contractual Obligee and p.5, III. 2. Assumed Liability)
Blanket Human Clinical Trial coverage	Yes (p.20, IV. Your Product)
Batch/Lot Clause	Yes (p.4, II, F. Multiple insured, claims and claimant's provision and p.19. IV. Related Claims)
Modified Expected or Intended Injury Exclusion.	Yes (p.6, III, 1. Expected or Intended Injury)
Punitive Damages Coverage	Yes (p.13 & 14. IV. definition of Damages)
Worldwide Territory Claims and Suits (See available endorsement)	Yes (see Worldwide Territory Endorsement GSL6311. If local admitted policies are enforce, this endorsement will convert the policy to excess and the insured retention would be waived by endorsement)
Broad Who Is an Insured Language, including: Vendors; Clinical Trial Consultants; Clinical Trial Investigators; Medical Product Sales Consultants, Sites, Scientific Advisory Boards; Ethics Committees and/or Institutional Review Boards	Yes (p.14, IV. E and F and G)
Combination, Investigator-Sponsored and Comparative Studies	Yes (no limitations/exclusion in the policy, also see IV. Definitions. Your Product, p.20)
Modified Other Insurance to provide Primary and Non-Contributory language to include another entity where required by contract	Yes (p.22, V. J. Other Insurance)
Extended Reporting Period	Yes (up to 5 years for up to 200% of the annualized expiring premium, p.25, V. O., 1, 2, 3, 4 & 5)
Waiver of Subrogation	Yes (p.23 VI.. D. Subrogation)
Notice of Circumstance provision to allow an insured to notify the insurer of an event that may develop into a claim	Yes (p. 22, V. B. Your Rights and Duties In the Event Of A Circumstance or Potential Class 1 Product Recall)
Good Samaritan Coverage	Yes (p. 6, III. 7. Medical Services)
Medical Malpractice Coverage for Investigators	Yes (by endorsement - GSL 2469)
HIPAA Proceedings	Yes (by endorsement - GSL 18712)
No-Fault Clinical Trials Endorsement available in select Countries	Yes (by endorsement - GSL 6329)

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