# Liability Insurance

General Liability For Life Sciences

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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 A n 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 A n 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.

Coverages

Bodily Injury And Property Damage Liability Coverage

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

- imposed by law; or
- assumed in an insured contract.

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

This coverage applies only to such bodily injury or property damage that occurs during 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.

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 that the insured becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an insured contract;

for advertising injury or personal injury to which this coverage applies.

This coverage applies only to such advertising injury or personal injury caused by an offense that is first committed during the policy period.

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

Advertising Injury And Personal Injury 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.

Medical Expenses Coverage

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

- that takes place on premises rented to or owned by you;
- in connection with your operations; or
- in connection with your human clinical trials, to which this insurance applies;

provided that such:

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

We will make these payments regardless of fault. The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

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

Special Provisions Applicable To A Human Clinical Trial

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

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

With respect to such human clinical trial:

A. this insurance applies only if the:

1. insured makes all filings that the insured is required to make under all applicable laws and regulations and receives all necessary authorizations in connection therewith;
2. trial is approved by the appropriate institutional review board or similar organization; and
3. insured has not recklessly or willfully violated or consented to any violation of any agreement, contract, law, procedure, protocol or regulation applicable to the conduct of the trial.
General Liability For Life Sciences

Coverages

Special Provisions Applicable To A Human Clinical Trial (continued)

B. involving exposure to material, upon or within human beings during such a trial, that first occurs on or after the beginning of the policy period, provided the insured is the sponsor of the trial, or has assumed any obligation assigned to a sponsor under any applicable law or regulation, in connection with:

1. an Investigational New Drug Application or similar authorization that is required of any insured, for a new drug;
2. an Investigational Device Exemption Application or similar authorization that is required of any insured, for a new device family;
3. human beings who are cognitively impaired;
4. human beings who are pregnant;
5. human beings who are under 18 years of age;
6. planned Emergency Use Research testing; or
7. prisoners,

this insurance applies only if:

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

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

Investigation, Defense And Settlements

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

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

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

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

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

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

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

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

A. **claim adjustment expenses**.

B. reasonable expenses (other than claim adjustment expenses) incurred by the insured at our request to assist us in the investigation or defense of such claim or suit, including actual loss of earnings up to $1,000 a day because of time off from work.

C. prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

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

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

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**Coverage Territory**

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

A. applies anywhere.

B. does not apply to:

1. a. bodily injury or property damage that takes place, or 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 or Puerto Rico.

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**Who Is An Insured**

**Sole Proprietorships**

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

If you die:

• persons or organizations having proper temporary custody of your property are insureds, but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and

• your legal representatives are insureds, but they are insureds only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.
Who Is An Insured
(continued)

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

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

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

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

However, no employee is an insured for:

A. bodily injury, advertising injury or personal injury:

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

With respect to bodily injury only, this limitation 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 damages caused by cardiopulmonary resuscitation or other first aid services administered by such an employee.

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

This limitation does not apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner.
Who Is An Insured
(continued)

**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.

**Permissive Users Of Mobile Equipment**
With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

A. persons driving such equipment on a public road with your permission are **insureds**, and

B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**, but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

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

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

**Lessors Of Equipment**
Persons or organizations from whom you lease equipment are **insureds**, but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

**Lessors Of Premises**
Persons or organizations from whom you lease premises are **insureds**, but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

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

Who Is An Insured

Vendors (continued)

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

• assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement;

• representation or warranty unauthorized by you;

• chemical or physical change in your product made intentionally by the vendor;

• repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;

• failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your product;

• demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of your product;

• of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor; or

• rendering of or failure to render any healthcare service whether or not such service is ordinary to any insured’s profession and regardless of whether or not a claim or suit is brought by any client or other person or organization.

Further, no person or organization:

A. from whom you have acquired your product, or any container, ingredient or part entering into, accompanying or containing your product;

B. acting as a:

1. life science product sales contractor;

2. life science product service contractor; or

3. human clinical trial contractor; or

C. that dispenses, distributes, furnishes or sells a life science product to a provider of healthcare service;

is an insured under this provision.

Subsidiary Or Newly Acquired Or Formed Organizations

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

A. a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
Who Is An Insured

Subsidiary Or Newly Acquired Or Formed Organizations (continued)

B. a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for:

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:
• 90 days after such acquisition or formation is executed; or
• the end of the policy period;

whichever comes first.

Human Clinical Trial Contractors

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

A. with respect to their liability for damages for bodily injury or property damage (included in the products-completed operations hazard) resulting from acts:
1. in connection with your human clinical trial, to which this insurance applies; and
2. in the regular course of their business; and

B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

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

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

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

Life Science Product Sales Contractors

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

A. with respect to their liability for damages for bodily injury or property damage (included in the products-completed operations hazard) resulting from the dispensing, distribution, furnishing or sale of your product:
1. if your product is a life science product, to which this insurance applies; and
Who Is An Insured

Life Science Product Sales Contractors (continued)

2. in the regular course of their business; and

B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

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

• assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

• representation or warranty unauthorized by you.

• chemical or physical change in your product made intentionally by the person or organization.

• damages arising out of their sole negligence.

• reckless or willful violation of any law or regulation.

• rendering of or failure to render any healthcare service whether or not such service is ordinary to any insured’s profession and regardless of whether or not a claim or suit is brought by any client or other person or organization.

• of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other substance or thing by or for the person or organization. This limitation does not apply to such relabeling of your product in the regular course of dispensing or furnishing the required amount or dosage of such product.

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

Life Science Product Service Contractors

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

A. with respect to their liability for damages for bodily injury or property damage resulting from acts:

1. within the scope of your life science product service, to which this insurance applies; and

2. in the regular course of their business; and

B. if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

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

• assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that such person or organization would have in the absence of such contract or agreement.

• representation or warranty unauthorized by you.

• chemical or physical change in your product made intentionally by such person or organization.
Who Is An Insured

Life Science Product Service Contractors (continued)

- damages arising out of their sole negligence.
- reckless or willful violation of any law or regulation.
- rendering of or failure to render any healthcare service whether or not such service is ordinary to any insured's profession and regardless of whether or not a claim or suit is brought by any client or other person or organization.

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

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an insured with respect to the conduct of any person or organization that is not shown as a named insured in the Declarations.

B. No person or organization is an insured with respect to the:
   1. ownership, maintenance or use of any assets; or
   2. conduct of any person or organization whose assets, business or organization you acquire, either directly or indirectly, for any:
      - bodily injury or property damage that occurred; or
      - advertising injury or personal injury arising out of an offense first committed; in whole or in part, before such acquisition is executed.

No person or organization is an insured with respect to the:
   1. ownership, maintenance or use of any assets you acquire; or
   2. conduct of any person or organization whose assets, business or organization you acquire; or
   3. conduct of any organization you form; during the policy period, either directly or indirectly, for any:
      - bodily injury or property damage that occurs; 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 promptly when due.
General Liability For Life Sciences

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 Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

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

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 damages for **advertising injury** and **personal injury**.

Medical Expenses Aggregate Limit

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

Each Occurrence Limit

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

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

arising out of any one occurrence.

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

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

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.
**Limits Of Insurance**

*(continued)*

**Medical Expenses Each Person Limit**

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

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

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

**Payments That Reduce The Limits Of Insurance**

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

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

**Bodily Injury/Property Damage Exclusions**

None of the following exclusions, except “Contracts, Bodily Injury Or Property Damage,” “Expected Or Intended Bodily Injury Or Property Damage,” and “Progressions Of Known Bodily Injury Or Property Damage,” apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner.

**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; or

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
Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

3. it does not transport persons or cargo for a charge.

Alcoholic Beverage Type Businesses

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

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

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

Contracts, Bodily Injury Or Property Damage

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

This exclusion does not apply to the liability for damages:

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

Damage To Alienated Premises

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

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

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to property damage to:

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

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

Damage To Owned Property

This insurance does not apply to property damage to any property owned by you.
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;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

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

Damage To Your Product

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

Damage To Your Work

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

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 brother, child, parent, sister or spouse of such employee as a consequence of any injury described in paragraph A. above.

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

This exclusion applies:

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

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

Expected Or Intended Bodily Injury Or Property Damage

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

- is intended by the insured; or
Bodily Injury/Property Damage Exclusions

**Expected Or Intended Bodily Injury Or Property Damage (continued)**

- would be expected from the standpoint of a reasonable person in the circumstances of the insured;

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

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

**Mobile Equipment Transportation**

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

**Progressions Of Known Bodily Injury Or Property Damage**

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

**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.

**Continuing Offenses**

This insurance does not apply to advertising injury or personal injury arising out of that part of an offense that continues or resumes 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, that:

1. is issued to you by us or by an affiliate of ours; and

2. would otherwise apply to advertising injury and personal injury.

**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 liability for damages:

- 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, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

**Crime Or Fraud**

This insurance does not apply to advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.
Expected Or Intended Advertising Injury Or Personal Injury

This insurance does not apply to advertising injury or personal injury:

- 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.

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.

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.

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.

Prior Offenses

This insurance does not apply to advertising injury or personal injury arising out of any offense first committed before the beginning of the policy period.

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.

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.
Medical Expenses Exclusions

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

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

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

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

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

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

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

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

Policy Exclusions

Abuse Or Molestation
This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of any:

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

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

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

Asbestos
(continued)

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

Employment-Related Practices

A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7. a. eviction; or
   b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

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

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

Enhancement, Maintenance Or Prevention Expenses

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

A. enhancement or maintenance of any property; or

B. prevention of any injury or damage to any:
   1. person or organization; or
   2. property you own, rent or occupy.
General Liability For Life Sciences

Policy Exclusions (continued)

Healthcare Or Other Professional Services

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

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

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

Subparagraph A. above does not apply to:

• bodily injury caused by a defect, deficiency, inadequacy or dangerous condition in your product;
• bodily injury caused by cardiopulmonary resuscitation or other first aid services (other than in connection with a human clinical trial);
• bodily injury resulting from the service provided within the scope of and in accordance with the applicable written protocol of a human clinical trial, in connection with a human clinical trial; or
• Medical Expenses Coverage, to which this insurance applies.

Institutional Review Boards

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

Intellectual Property Laws Or Rights

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

• assertion; or
• infringement or violation;

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

This exclusion applies, unless such injury:

• is caused by an offense described in the definition of advertising injury; and
• does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any intellectual property law or right, other than one described in the definition of advertising injury.
Policy Exclusions (continued)

Nuclear Energy

A. This insurance does not apply to bodily injury, nuclear property damage, advertising injury or personal injury:

1. with respect to which any insured under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or

2. arising out of the nuclear hazardous properties of nuclear material and with respect to which:
   a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
   b. the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

1. if the nuclear material:
   a. is at any nuclear facility owned by, or operated by or on behalf of, any insured;
   b. has been discharged or dispersed therefrom; or
   c. is contained in nuclear spent fuel or nuclear waste at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any insured; or

2. in any way related to the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to nuclear property damage to such nuclear facility and any property thereat.

Pollution

A. This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any insured;

2. at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
   a. insured; or
Policy Exclusions

Pollution

(continued)

b. person or organization for whom any insured may be legally responsible; or

4. at or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf is 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.

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; or

• 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 that 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 loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

#### Pollution (continued)

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

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

#### Recall Of Products, Work Or Impaired Property

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

- **your product**;
- **your work**; or
- **impaired property**;

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

#### Unapproved Goods Or Products

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

A. declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:

1. the goods or products were disposed of, distributed, handled, manufactured or sold; or
2. such damages were incurred; or

   disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

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

#### Unapproved Human Clinical Trials

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

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

by any governmental or regulatory authority having jurisdiction.

#### Workers' Compensation Or Similar Laws

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

Adverse Events Reporting

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

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

Arbitration

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

Bankruptcy

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

Disclosures And Representations

We have issued this insurance:

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

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

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

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. 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 or an officer's designee knows about such occurrence or offense.

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

Legal Action Against Us

No person or organization has a right under this insurance to:
• join us as a party or otherwise bring us into a suit seeking damages from an insured; or
• sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial in a civil proceeding or arbitration or other alternative dispute resolution proceeding; but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

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

Primary Insurance

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

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for your work.
B. that is insurance that applies to property damage to premises rented to you or temporarily occupied by you with permission of the owner.
C. if the loss arises out of aircraft, autos or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion).
General Liability For Life Sciences

Conditions

Other Insurance (continued)

D. that is insurance:
   1. provided to you by any person or organization working under contract or agreement for you.
   2. under which you are included as an insured.

E. that is insurance under any Property section of this policy.

F. that is insurance of any kind, that applies to medical expenses in connection with a human clinical trial, regardless of whether such insurance is provided to any:
   1. insured;
   2. human being participating in such trial; or
   3. other person or organization.

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

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

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

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

Method of Sharing

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

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

Premium Audit

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

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

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

Separation Of Insureds

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

• as if each named insured were the only named insured; and
• separately to each insured against whom claim is made or suit is brought.
Transfer Or Waiver Of Rights Of Recovery Against Others

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

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.
Definitions

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

Adverse Event

**Adverse event** includes any:

A. outcome of the following types, regardless of whether or not such outcome is expected or intended:
   1. congenital anomaly or birth defect;
   2. death;
   3. disability or incapacity;
   4. hospitalization; or
   5. life threatening disease, injury or sickness; of any person;

B. intervention to prevent any outcome described in subparagraph A. above;

C. malfunction of **your product** that may give rise to any outcome described in subparagraphs A. or B. above; or

D. condition that may give rise to any outcome described in subparagraphs A., B. or C. above, requiring notification to a governmental or regulatory authority.

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.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalinguage.

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 or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

**Auto**

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

**Bodily Injury**

Bodily injury means physical:

- injury;
- sickness; or
- disease;

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

**Claim Adjustment Expenses**

Claim adjustment expenses:

A. means:

1. reasonable attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
2. reasonable expenses relating to a suit, to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
   a. bail bonds; or
   b. bonds required to:
      i. appeal 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.
4. costs taxed against the insured in a suit, to which this insurance applies.
5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organization, regardless of whether such notice constitutes a claim or suit.
6. other reasonable expenses that we allocate to a specific claim or suit.

B. does not include:

1. a. any attorney fees or litigation expenses; or
   b. any other loss, cost or expense;

   in connection with any injunction or other equitable relief.
Definitions WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Claim Adjustment Expenses (continued)

2. any fine or other penalty.
3. the salaries or expenses of our employees (other than those described in subparagraph A.1. above) or any salaries or expenses of any insured's employees or directors, managers, members, officers, partners or workers (whether or not an employee).

Cognitively Impaired

Cognitively impaired means suffering from any:

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

that diminishes a human being's capacity for judgment or reasoning.

Cosmetic

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

Deemed Known

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

- you; or
- any of your directors, managers, members, officers or partners (whether or not an employee).

Officer will be deemed to include an officer's designee.

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

A. reports all, or any part, of the injury, damage, occurrence, claim, suit or circumstance to us or any other insurer;
B. receives a claim for damages in connection with the injury, damage, occurrence or circumstance; or
C. becomes aware:

1. that the injury or damage has occurred or has begun to occur; or
2. of any actual, alleged or threatened injury, damage, occurrence, claim or suit in connection with the circumstance.
### Definitions (continued)

**Device Family**

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

**Dietary Supplement**

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

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

which is intended to supplement the diet of human beings.

**Drug**

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

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

B. to affect any function or structure of the human body; or

C. that is recognized as such in the official:

   1. Homeopathic Pharmacopoeia;
   2. National Formulary;
   3. United States Pharmacopoeia; or
   4. supplements to any of these.

**Employee**

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

**Healthcare Service**

Healthcare service means any:

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

**Hostile Fire**

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
### General Liability For Life Sciences

#### 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 tangible property, other than your **product** or your **work**, that cannot be used or is less useful because:  
• it incorporates your **product** or your **work** that is known or thought to be defective, deficient, inadequate or dangerous; or  
• you have failed to fulfill the terms or conditions of a contract or agreement;  
if such property can be restored to use by:  
• the repair, replacement, adjustment or removal of your **product** or your **work**; or  
• your fulfilling the terms or conditions of the contract or agreement.

**Information And Network Technology Product**

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

**Information And Network Technology Service**

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

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

**Institutional Review Board**

Institutional review board means:

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

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

- approval; or
- periodic review;

of any such human clinical trial.

**Insured**

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

**Insured Contract**

**Insured contract:**

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. giving directions or instructions, or failing to give them.

**Intellectual Property Law Or Right**

Intellectual property law or right means any:

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

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Intellectual Property Law Or Right (continued)</strong></td>
<td>• other judicial or statutory law concerning piracy, unfair competition or other similar practices.</td>
</tr>
<tr>
<td><strong>Leased Worker</strong></td>
<td>Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party’s business. Leased worker does not include a temporary worker.</td>
</tr>
<tr>
<td><strong>Life Science Product</strong></td>
<td>Life science product means a cosmetic, dietary supplement, drug or medical device.</td>
</tr>
<tr>
<td><strong>Life Science Product Sales Contractor</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Life Science Product Service</strong></td>
<td>Life science product service means: • clinical; • design or development review; • laboratory; or • research; service, advice or instruction in connection with a life science product.</td>
</tr>
<tr>
<td><strong>Life Science Product Service Contractor</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Loading Or Unloading</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Medical Device</strong></td>
<td>Medical device means an apparatus, contrivance, implant, implement, instrument, in vitro reagent, machine or other similar or related article, including an accessory, component or part, that is: A. intended for use in the cure, diagnosis, mitigation, prevention or treatment of disease, injury or sickness in human beings;</td>
</tr>
</tbody>
</table>
Definitions

Medical Device (continued)

When used with respect to insurance under this contract, words and phrases that appear in bold print have the special meanings described below:

B. intended to affect any function or structure of the human body; or

C. recognized as such in the official:
   1. National Formulary;
   2. United States Pharmacopeia; or
   2. supplements to any of these;

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

Medical Expenses

Medical expenses means reasonable expenses for necessary:

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

Mobile Equipment

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

A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

B. vehicles maintained for use solely on premises owned by or rented to you;

C. vehicles that travel on crawler tracks;

D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   1. power cranes, shovels, loaders, diggers or drills; or
   2. road construction or resurfacing equipment such as graders, scrapers or rollers;

E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   2. cherry pickers and similar devices used to raise or lower workers; and

F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

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

1. equipment designed primarily for:
   a. snow removal;
   b. road maintenance, but not construction or resurfacing; or
   c. street cleaning;
## Definitions

When used with respect to insurance under this contract, words and phrases that appear in bold print have the special meanings described below:

### Mobile Equipment (continued)

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.

### Nuclear Facility

**Nuclear facility** means any:

A. **nuclear reactor**;

B. equipment or device designed or used for:
   1. separating the isotopes of plutonium or uranium;
   2. processing or utilizing **nuclear spent fuel**; or
   3. handling, processing or packaging **nuclear waste**;

C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the *insured* at the premises where such equipment or device is located consists of or contains more than:
   1. 25 grams of plutonium or uranium 233, or any combination thereof; or
   2. 250 grams of uranium 235; or

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**

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

### Nuclear Hazardous Properties

**Nuclear hazardous properties** includes radioactive, toxic or explosive properties.

### Nuclear Material

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

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

### Nuclear Property Damage

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

### Nuclear Reactor

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

### Nuclear Spent Fuel

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

**Nuclear Waste**

Nuclear waste means any waste material:
- containing nuclear material, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
- resulting from the operation by any person or organization of any nuclear facility described in subparagraphs A. or B. of the definition of nuclear facility.

**Occurrence**

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

**Officer**

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

**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; or
- E. discrimination, harassment or segregation based on a person’s age, color, national origin, race, religion or sex.

**Pollutants**

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

**Prisoner**

Prisoner means a human being who is:
- A. incarcerated:
  1. while awaiting arraignment, trial or sentencing; or
  2. having been sentenced; pursuant to a civil or criminal statute; or
- B. detained for drug detoxification, treatment of alcoholism or other purposes, pursuant to a civil or criminal statute which allows or provides for alternatives to incarceration.
WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

**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 the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.


C. notwithstanding anything to the contrary set forth above, includes all **bodily injury** and **property damage** in connection with:

1. a **human clinical trial**, to which this insurance applies.
2. **your product** that is or was at any time loaned or rented to or located for the use of others, whether or not such product:
   a. has been sold; or
   b. is in your possession.

**Property damage** means:

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

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

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

**Temporary Worker**

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

**Your Product**

*Your product:*

A. means any:

1. goods or products (other than real property), including:
   a. *information and network technology products*; and
   b. *life science products*;

   manufactured, sold, handled, distributed or disposed of by:
   • you;
   • others trading under your name; or
   • a person or organization whose assets or business you have acquired;

2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; and

3. vending machines and other property loaned or rented to or located for the use of others by:
   a. you;
   b. others trading under your name; or
   c. a person or organization whose assets or business you have acquired;

   includes:

   1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your product; and

   2. the providing of or failure to provide instructions or warnings.

**Your Work**

*Your work:*

A. means any:

1. work or operations, including *information and network technology services* and *life science product services*, performed by:
   a. you or on your behalf; or
   b. a person or organization whose assets or business you have acquired; and

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

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your work; and

2. the providing of or failure to provide instructions or warnings.