Insurance Product Information Document

Your quotation or renewal documentation is underwritten by Generis Underwriting Limited on behalf of CNA Insurance Company Limited :
Generis Underwriting Limited (FCA firm reference number 823558) registered office at 22 Hollyhedge Road, West Bromwich, West Midlands B71 3AA
CNA Insurance Company Limited (FCA firm reference number 202777) with their registered office at 20 Fenchurch Street, London, EC3M 3BY.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

LS0119 – Life Science Package

This is a guide to the cover provided by Generis. Please refer to the policy for full details of the (pre-) contractual terms and conditions. In the event of any discrepancies, the terms within the policy wording will prevail.

What is the type of Insurance?

Life Science

What coverage is provided?

The coverage provided is on a modular basis and such coverage sections will only apply as selected by the insured.

- ✓ Medical Professional Liability
- ✓ Employers' Liability
- ✓ Property Damage (All Risks)
- ✓ Life Science Property And Business Interruption Combined
- ✓ Computer Breakdown
- ✓ Abduction & Extortion
- ✓ PI (Bodily Injury & FL)
- ✓ Public Liability
- ✓ Life Science Property
- ✓ Machinery Breakdown
- ✓ Confiscation & Deprivation
- ✓ PI (Financial Loss)
- ✓ Product Liability
- ✓ Business Interruption
- ✓ Goods in Transit
- ✓ Terrorism
- ✓ Employee Fidelity
- ✓ Clinical Trials
- ✓ Life Science Business Interruption
- ✓ Money
- ✓ Event Cancellation

Where am I covered?

- ✓ United Kingdom
- ✓ Worldwide exc USA/Canada for Liability sections only or as shown in the Policy Schedule

Section – Medical Professional Liability

What is insured?

- ✓ Costs and damages in respect of a claim for bodily injury in relation to any act, error, or omission in connection with the rendering of healthcare services.
- ✓ Good Samaritan – acts W/W Ex USA – claims jurisdiction remains UK
- ✓ Affirmative cover for off-label products (within the products extension) - where in accordance with NICE Guidelines and/or local equivalent
- ✓ Training added to the definition of Healthcare Services
- ✓ Employees definition now allows cover for staff placed into TP premises (by an Agency)
- ✓ Automatic Run-off for discontinued services or contracts
- ✓ Regulatory & Inquest Costs
- ✓ Amended the Vehicle Exclusion to provide a write-back for the provision care/treatment etc. within a vehicle
- ✓ Affirmative Abuse Cover

What is not insured?

- × Insolvency, bankruptcy of the insured except in relation to the healthcare services
- × Products, Clinical Trials, Property Damage, Advertising Injury
- × General Conditions now include requirement for Insured to act in accordance with statutory regulations
- × Full abuse exclusion on all sections other than the Medical Professional Liability
- × Opioid Exclusion added to General Section with carve back for the Medical Professional Liability

Section – Professional Indemnity (Bodily Injury & Financial Loss)

What is insured?

- ✓ Costs and damages in relation to any act, error or omission
- ✓ Bodily injury arising solely from an act, error, or omission committed by the insured
- ✓ Destruction, damage or loss of any document.

What is not insured?

- × Property Damage, any other bodily injury, public liability occurrence or performance/delivery delay of a product
- × Any bodily injury arising from the delivery of healthcare services

Section – Professional Indemnity (Financial Loss)

What is insured?

- ✓ Costs and damages in relation to any act, error or omission
- ✓ Destruction, damage or loss of any document.

What is not insured?

- × Any Bodily Injury, Property Damage, public liability occurrence or performance/delivery delay of a product

Section – Clinical Trials

What is insured?

- ✓ Costs and medical payments in respect of bodily injury sustained by a research subject as a result of participation of a clinical trial
- ✓ Damages which the insured will be legally liable to pay
- ✓ Payments made in accordance with the compensation procedure

What is not insured?

- × Bio science product, medical device, pharmaceutical drug, product, or medical device after the clinical trial has been completed
- × Any clinical trial involving assisted or altered conception, methods of contraception, genetic engineering
- × Products, Bodily Injury, Property Damage, Advertising Injury, any act, error or omission in the rendering of professional services

Section – Employers Liability

What is insured?

- ✓ Bodily injury damages arising from bodily injury to any employee during the course of employment within the UK.
- ✓ Unsatisfied court judgment – the amount of any damages to the extent such damages remain unsatisfied
- ✓ Health and Safety at Work etc Act 1974 – criminal prosecution defence costs in relation to any proceedings alleging breach
- ✓ Criminal Prosecution Defence Costs – alleging breach of Corporate Manslaughter and Corporate Homicide

What is not insured?

- × Bodily injury if such employee is travelling in or on a motor vehicle, or entering, getting on to or alighting from a vehicle
- × Products, Clinical Trials, Property Damage, Advertising Injury, any act, error or omission in the rendering of professional services

Section – Public Liability

What is insured?

- ✓ Costs and damages for bodily injury, property damage or advertising injury in connection with the business
- ✓ Leased premises – property damage to premises or fixtures or fittings thereof which are leased to the insured
- ✓ Contingent liability (non-owned vehicles) – bodily injury and property damage arising out of the use of any motor vehicle
- ✓ Obstruction and Physical Loss of Amenities – accidental obstruction, physical loss of amenities, trespass, nuisance or interference
- ✓ Criminal Prosecution Defence Costs (UK only)
- ✓ Wrongful Arrest – Bodily Injury arising from false detention/false imprisonment, malicious prosecution or invasion of right of privacy.

What is not insured?

- × Property damage, Products, Clinical Trials, any act, error or omission in the rendering of professional services

Section – Product Liability

What is insured?

- ✓ Costs for bodily injury or property damage caused by any product notified to the insured during or within 30 days after expiration

What is not insured?

- × Bodily injury or property damage except as otherwise covered
- × Clinical Trials, Advertising Injury, performance/delivery delay of product, any act, error or omission

Policy Extensions

What is insured?

- ✓ Contractual Liability and Indemnity to principal
- ✓ Sudden and Unintended Pollution

Section – Property Damage (All Risks)

What is insured?

- ✓ Damage to property insured arising from an accidental cause at an insured location during the period of insurance.
- ✓ Arson, theft, and criminal rewards costs
- ✓ Business Trips – baggage
- ✓ Computer records
- ✓ Conveyancing
- ✓ Deterioration of Stock
- ✓ Drain clearance
- ✓ European Union and Public Authorities – costs incurred for reinstating undamaged portions for compliance with legislation/by-laws
- ✓ Exhibition and Trade Fairs
- ✓ Fire Brigade/Emergency Services Damage
- ✓ Firefighting Expenses
- ✓ Fixed Glass
- ✓ Fly Tipping
- ✓ Incompatibility of Computer Records
- ✓ Leased Premises – DIC/DIL
- ✓ Professional Fees
- ✓ Property at unspecified locations
- ✓ Re-erection of Machinery costs
- ✓ Replacement locks
- ✓ Subsidence
- ✓ Temporary Boarding Up
- ✓ Temporary Removal
- ✓ Theft damage to buildings
- ✓ Trace and Access
- ✓ Undamaged Tenants' improvements
- ✓ Vehicles licensed for road use
- ✓ Works of art
- ✓ Unavoidable betterment

Are there any restrictions on cover?

- ! Business Trips – baggage shall not include any portable electronic equipment unless carried as cabin luggage
- ! Debris removal shall not include costs arising from pollution
- ! Deterioration of stock shall not include certain elements as detailed within the policy wording.
- ! Fixed glass shall not include damage caused by or arising out of certain elements as detailed within the policy wording.
- ! Temporary boarding up shall not apply to certain elements as detailed within the policy wording.
- ! Temporary removal up shall not apply to certain elements as detailed within the policy wording.

Section – Life Science Property

What is insured?

- ✓ Research and Development Property
- ✓ Scientific Animals
- ✓ Installations

What is not insured?

- × Scientific Animals restrictions

Section – Business Interruption

What is insured?

- ✓ Consequential loss arising from an incident in connection with damage as insured under this policy.
- ✓ Accountants' fees
- ✓ Contractual Penalties
- ✓ Denial of Access
- ✓ Denial of Access – Non Damage
- ✓ Disease, infestation, murder and defective sanitation
- ✓ Essential Personnel – death or medically confirmed permanent or total disablement of any essential personnel
- ✓ Loss of Attraction
- ✓ Property in Transit
- ✓ Public Utilities – Providers Premises
- ✓ Public Utilities – Terminal Ends
- ✓ Specified and Unspecified Clients Premises
- ✓ Specified and Unspecified Outsourced Suppliers' Premises

Optional Extensions

- Additional Expenditure
- Outstanding Debit Balances
- Loss of Rent Receivable

Are there any restrictions on cover?

- ! Public Utilities – Terminal Ends shall not include any failure:
  1. which does not involve a cessation of supply within the time excess stated in the schedule; or
  2. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services; or
  3. due to strikes or any labour or trade dispute or any industrial action; or
  4. due to drought; or
  5. due to atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions

Section – Life Science Business Interruption

What is insured?

- ✓ Research and Development Expenditure
- ✓ Research and Development Income
- ✓ Committed Costs
- ✓ Previously Completed Projects
- ✓ Flexible First Loss Limit

Section – Life Science Property and Business Interruption Combined

What is insured?

- ✓ Change in Controlled Environment
- ✓ Condemnation of Undamaged Stock
- ✓ Failure to Meet Specifications
- ✓ Consequential Reduction in Value
- ✓ Contamination Incident and Radioactive Contamination
- ✓ Contaminant Clean-up or Removal

Section – Goods in Transit (Own Goods)

What is insured?

- ✓ Damage to property insured whilst in transit anywhere in the United Kingdom
- ✓ Clothing and Personal Effects
- ✓ Property removed from vehicles
- ✓ Tarpaulins sheets ropes
- ✓ Tools and travellers samples

Section – Money

What is insured?

- ✓ Loss of money of any insured person by any cause at the premises or at private residences anywhere in the UK.
- ✓ Credit cards – fraudulent use by any unauthorised person
- ✓ Personal accident (assault)
- ✓ Violent theft or attempted theft

What is not insured?

- × Loss of money caused by fraud or dishonesty by any insured person or their family
- × Loss of money due to the shortage or unexplained disappearances or other error or omission
- × Loss of money from any unattended vehicle
- × Loss of money whilst in the custody, care, or control of any security company employed by the insured

Section – Computer Breakdown

What is insured?

- ✓ Damage caused by the breakdown or failure of any part of the computer equipment or electronic data
- ✓ Damage caused by the failure or fluctuation of the supply of electricity to the computer equipment
- ✓ Damage caused by the erasure, destruction, corruption or distortion of software contained or data stored on fixed disks
- ✓ Additional expenditure for preventing/minimising interference with the work or recompiling or restoring data

What is not insured?

- × Damage to computer equipment for which any manufacturer, supplier, or agent is responsible
- × Damage to computer equipment caused by the use of telecommunications equipment which is not approved by the authority
- × Damage to computer equipment caused by programming errors or design defects in software
- × Damage to computer equipment or electronic data directly or indirectly caused by or arising from any virus or hacking.

Section – Machinery Breakdown

What is insured?

- ✓ Damage or consequential loss arising from machinery breakdown as specified within the policy
- ✓ Re-erection of machinery cost – re-erecting, fitting, or fixing machinery resulting from machinery breakdown

What is not insured?

- × Defective, faulty, or inadequate installation
- × Breakdown of machinery which a supplier, contractor or repairer is responsible
- × Breakdown due to gross negligence by the insured or employee

Section – Terrorism

What is insured?

- ✓ Damage to property insured and consequential loss resulting from an act of terrorism in Great Britain. Such coverage only applicable to specific coverage sections as specified within the policy.

What is not insured?

- × Nuclear installation or nuclear reactor
- × Private residence
- × Transit property
- × Riot, civil commotion, war
- × Virus or similar mechanism, hacking, phishing and denial of service attack
- × Bankers blanket bond

Section – Event Cancellation

What is insured?

- ✓ Direct financial loss resulting from cancellation, interruption or postponement of an event
- ✓ Ascertained net expenses
- ✓ Additional expenses for which the insured is liable and any additional expenses which serves to reduce any further loss

What is not insured?

- × Adverse weather conditions
- × Non-appearance of an individual scheduled to perform
- × Breach of contract of any kind
- × Dishonest, fraudulent, malicious or criminal acts by the insured or employees
- × Failure to make material arrangements for the production of the event
- × Diseases as described further within the respective section of the policy
- × Loss arising out of terrorism

Section – Abduction and Extortion

What is insured?

- ✓ Expenses incurred as a result or ransom or extortion demand in connection with a kidnapping or extortion threat
- ✓ Reasonable fees and expenses of any independent negotiators or consultants
- ✓ Reasonable travel and accommodation expenses incurred by the insured
- ✓ The salary which the insured continues to pay an employee while such employee is being held for ransom
- ✓ Reasonable fees for independent medical and legal advice incurred by the insured

What is not insured?

- × Loss due to any fraudulent, dishonest or criminal act by an employee
- × Loss resulting from an extortion threat against any employee or property located outside the territorial limit
- × Loss resulting from an extortion threat which had not been reasonably checked to determine the threat was genuine

Section – Confiscation and Deprivation

What is insured?

- ✓ Direct physical loss of or damage to insured property while at exhibitions, trade fairs, shows, or whilst in the custody of any outside salesman, resulting solely from expropriatory conduct or deprivation.

What is not insured?

- × Insolvency or bankruptcy or financial default of any party
- × The application of existing laws in force in the host country prior to inception to this policy
- × Any failure to have all arrangements, agreements, licences, permits and understandings applicable to the Insured's property duly and validly authorised and executed

Section – Employee Fidelity

What is insured?

- ✓ Loss of money or goods belonging to the insured for which they are legally responsible caused by any act of crime committed by an employee within the territorial limits and during the period of insurance
- ✓ Auditors' fees incurred to substantiate the claim, with the insurer's consent
- ✓ Reasonable cost of re-writing or amending the software programmes or systems

What is not insured?

- × Loss of interest or consequential loss of any kind

Property Module Exclusions

What is not insured?

- × Anti-trust
- × Contract guarantees, performance bonds and deadlines
- × Financial Risks
- × Fines and Penalties
- × Northern Ireland
- × Punitive, exemplary, aggravated or multiple damages
- × Strikes / Riot
- × Taxation Liability
- × Unenforceable contract terms
- × Water table level

Policy Exclusions

What is not insured?

- × Asbestos
- × Contractual Liability
- × Electronic Data
- × Fines or penalties
- × Pharmaceutical Products unless otherwise covered under Medical Professional Liability
- × Product Recall
- × Sanctions
- × War
- × Workers' Compensation
- × Wrongful or unlawful detention

General Conditions

What are my obligations?

- Self-Insured Retention – Insured must bear the SIR amount before the insurer shall be liable to make any payment
- Notice of claims and circumstances must be given to the insurer as soon as reasonably practicable
- Provision of information – the insured must provide all information relating to the circumstance, claim or occurrence immediately.
- Premium payment – the premium shall be paid by the insured in accordance with the requirements set out in the policy
- Reasonable precautions
- Subrogation

When and how do I pay?

Premium is payable in full by the insured to the insurer in accordance with the settlement due date or no later than 60 calendar days of the commencement of the period of insurance.