



# Key facts Cosmetics

Product liability, Professional liability, Products liability (financial loss), Clinical Trials, Entity Defence and Directors' and Officers' Liability covers are on a 'claims made' basis which provides cover for claims **which are made and notified to us during the Period of Insurance**.

**Please note** – cosmetics risks will be written on the biomedical and life sciences combined wording.

## Cover

### Public Liability/Products Liability

#### Public liability

Covers your legal liability for injury to any person (other than employees) and/or loss or damage to property; libel, slander or defamation; wrongful arrest etc; trespass or nuisance, violation of privacy; arising from your business and occurring during the period of insurance.

#### Products liability ('claims made' basis)

Covers your legal liability for injury and/or loss or damage to property arising from your Products (including life science products).

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

The limit of indemnity under the products liability section applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Principal extensions under this section include:

- Legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit)
- Consumer Protection Act and Food Safety Act defence costs cover.
- Defective Premises Act cover
- Overseas personal liability cover
- Data Protection Act cover

And, in respect of products liability

- Vendors extension
- Product demonstration advice or training

### Professional Liability and Products Liability (financial loss) ('claims made' basis)

Covers your legal liability for any civil liability\* arising from your services in connection with your business (provided these have been declared to and accepted by us).

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

Covers your legal liability for any wrongful act or omission resulting in financial damage arising from your Products

Cover is provided for unintentional breach of copyright, trademark or registered design (up to a maximum of £1,000,000) subject to the claim being made within the United Kingdom.

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

The limit of indemnity applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Principal extensions under this section include:

- Vendors extension

*\*N.B. a civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others negligence and contractual liability.*

### Clinical trials ('claims made' basis)

Covers:

- Your legal liability for injury to a research subject and/or damage to their property



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- Your obligation to compensate a research subject for injury under clinical trial compensation guidelines

In your capacity as sponsor of a clinical trial

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

The limit applies to each claim and in total for the period of insurance.

An excess will apply to all claims under this section.

Principal extensions under this section include:

- Investigator's extension

## **Employers liability**

Covers your legal liability for up to £10,000,000 to employees injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim.

The total amount payable in the period of insurance is unlimited.

No excess applies.

Principal extensions under this section:

- Legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit).

Claims against you must be brought in the United Kingdom

## **Entity defence** ('claims made' basis)

### **Public relations crisis management**

Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- Allegations of fraud
- Serious injury to employees or members of the public

- Dismissal or resignation of members of your main board of directors
- Official investigations into your affairs

Where there is a risk to your business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity).

### **Identity fraud**

Covers your legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves as you. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.

### **Investigations**

Covers your legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.

### **Corporate manslaughter**

Covers your legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

### **Data protection**

Covers your legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

The limit of indemnity applies in total for the period of insurance.

An excess of £1,000 applies to the investigations cover.

Claims against you must be brought within the United Kingdom

## **Directors' and officers' liability** ('claims made' basis)

Covers:

- Your legal liability as a director or officer of the company.
- Your legal costs and expenses in respect of:



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- Any investigations
- The defence of any legal action seeking your disqualification as a director
- Extradition proceedings (including appeals)

N.B. When the company indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the company accordingly

In addition cover includes:

## **Public relations crisis management**

Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- The allegation that you have committed a wrongful act
- Your successful defence of an allegation of a wrongful act

Where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity).

## **Non-executive directors**

An additional 10% of the limit of indemnity available to cover costs and expenses of non-executive directors if all available indemnity is exhausted.

## **Emergency costs and expenses**

Retrospective approval of costs and expenses incurred if you are unable to reasonably obtain our prior written consent (up to a maximum of 10% of the limit of indemnity).

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

No excess applies (other than in respect of company reimbursement where the claim is brought in the USA).

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

## **Property Damage**

Covers your buildings and contents against accidental damage (including theft) on a reinstatement basis (i.e. 'new for old'). (Reinstatement basis does not apply to stock) Contents sum insured automatically includes £500 personal effects per employee (including volunteers under your direct control), visitor etc and £500 in respect of theft of wines, spirits and tobacco (not for sale).

Cover is subject to a £500 excess. (£1,000 for subsidence)

Principal extensions under this section include:

- professional fees.
- automatic cover for new buildings/extensions, new office
- contents and increases in value due to inflation for:
  - up to 25% of the buildings sum insured or £50,000
  - whichever is the least, and/or
  - up to 15% of the contents and/or stock sum insured or £10,000 whichever is the least
- debris removal and stock debris removal
- automatic inclusion of interested parties.
- replacement of locks following theft of keys (for up to £2,500 (lower excess of £25 applies))
- public authorities and European Union legislation clause. incidental theft damage to buildings (for up to £5,000).
- additional metered utility charges (for up to £5,000)
- trace and access (for up to £5,000)
- damage to your property at an exhibition (for up to £5,000 or £1,000 any one item)
- fire extinguishment expenses (for up to £5,000)



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- glass and shop fronts (for up to £2,500)
- theft of oil (for up to £5,000)
- theft of metal (for up to £5,000)
- subsidence (an increased excess of £1,000 applies)
- condemnation of stock and research property (for an amount up to £5,000)
- loss of documents (for up to £10,000)
- reinstatement of data (for up to £5,000)

### Business Interruption

Covers your loss of revenue, gross profit, rent receivable, research and development expenditure, research and development payments and/or increase in cost of working and/or additional cost of working for an agreed period due to interruption in your business following damage which is insured, or would have been insured if you were responsible for insurance under the property damage section

Cover is provided on a declaration linked basis (Research and Development Payments and Expenditure excepted)

Cover is also available on a flexible first loss basis

No excess applies to this section.

Principal extensions under this section include:

- condemnation of stock and research and development property (for up to £5,000)
- contractual commitments (for up to £25,000)
- denial of access (for up to £25,000, higher limits available)
- customers and suppliers premises (for up to £25,000, higher limits available)
- public utilities (for up to £25,000, higher limits available)
- restrictions imposed on premises (for up to £25,000, higher limits available)

### Extended Perils (applies to both property damage and business interruption)

- controlled environment deviation (for up to £25,000, higher limits available)

- contamination event (for up to £25,000, higher limits available)
- machinery breakdown (for up to £25,000, higher limits available)
- computer breakdown (for up to £25,000, higher limits available)
- computer security (for up to £25,000, higher limits available)

an aggregate limit of £125,000 applies per period of insurance (higher aggregate limits are available)

### Specified All Risks

Covers specified items against accidental loss or damage for agreed limits on a reinstatement basis of settlement (i.e. 'new for old'). Cover is subject to a £100 excess.

### Money and Personal Assault

Covers loss of money within the United Kingdom for fixed limits up to a maximum of £250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £5000 for negotiable money depending on the nature of the loss. Cover is subject to a £100 excess.

If you, members of your family or employees (including volunteers under your direct control) or members of their family are injured during a robbery or attempted robbery we will pay you either £10,000 or £100 per week for 104 weeks depending on the nature of their injury.

### Transit

Covers damage to your property whilst in transit by any means anywhere within the United Kingdom  
Cover is subject to a £500 excess.

### Principal exclusions

#### All insuring clauses

- Fines and penalties
- Non aggregation
- Confiscation (not applicable to 'directors and officers liability')
- Mould
- Sanctions



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## Public Liability/Products Liability

- Financial damage unaccompanied by injury
- Damage to your property
- Pollution
- Certain contractual liabilities
- Circumstances known at inception (not applicable to public liability)
- Certain excluded products
- Unapproved products
- Certain specified diseases
- Asbestos
- Consortia and joint venture
- Retroactive date
- Tobacco and e-cigarettes

## Professional Liability and Liability (Financial loss)

- Certain intellectual property rights
- Injury and property damage
- Pollution
- Penalties and liquidated damages
- Certain contractual liabilities
- Financial interest
- Unreasonable expectations of fulfilment
- Insolvency
- Trading losses
- Funding
- Libel and slander
- Asbestos
- Circumstances known at inception
- Certain excluded products
- Certain specified diseases
- Unapproved products
- Asbestos
- Consortia and joint venture

- Retroactive date
- Tobacco and e-cigarettes

## Clinical trials

- Certain types of trials
- Suspended or terminated trials
- Excluded research subjects
- Continued use of products
- Circumstances known at inception
- Certain specified diseases
- Retroactive date

## Entity defence

- Crisis occurring, identity fraud discovered, investigations instigated subsequent to your takeover or merger.
- Employment discrimination
- Circumstances known at inception

## Directors' and officers' liability

- Employment disputes (but only if the company is an unincorporated body)
- Prior and pending litigation
- Admitted or proven dishonest, fraudulent or malicious conduct\*
- Pollution\* (other than in respect of environmental proceedings)
- Bodily injury/property damage\*
- Acting as a trustee of a pension scheme
- Claims following your takeover or merger
- Professional duties to third parties\*
- Any claim made against you
- By an associated company\*
- By the company or your fellow directors and officers in the USA\*

However, we will pay your legal costs and expenses in defending the claim.



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\*N.B. exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the company's share capital.

## Principal conditions

### All insuring clauses

- Claims notification and handling requirements
- Subrogation rights
- Consequences of fraudulent claims
- Contract of insurance subject to English or Scottish law (as appropriate)
- All equipment to be calibrated and/or maintained in accordance with manufacturers recommendations
- Maintenance of rights or remedies
- Manufacturers' recommendations

### Clinical trials

- Compliance with regulatory requirements

### Directors' and officers' liability

- Waiving of our rights following your unintentional non-disclosure or misrepresentation
- Cancellation instructions to be sanctioned by all directors and officers
- Any public or private offering of your shares to be advised to us
- Severability

### Property Damage

- Wear and tear, defective workmanship, leakage
- Pollution
- Damage to contents and/or stock which is not stored more than 15 cm above floor level in any basement or cellar
- Damage resulting from flat roofs that are more than 10 years old and/or not adequately maintained.

### Specified All Risks

- Wear tear, electrical/mechanical breakdown etc
- Unexplained shortage or disappearance
- Loss from unattended vehicles unless concealed in locked boot etc and all security devices operative and force used to gain entry

### Money and personal assault

- Loss from unattended motor vehicles
- Injury etc to anyone under 16 or over 75 years of age

### Transit

- Wear and tear, electrical/mechanical breakdown etc
- Loss from unattended vehicle unless concealed in locked boot, all security devices operative and force used to gain entry
- Loss due to defective packing

This factsheet is not a policy document and contains only general descriptions.  
Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.

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