



BEAZLEY BIOSECURE – CLAIMS MADE AND OCCURRENCE

KEY FACTS SUMMARY

This key facts summary states the significant terms, conditions, limitations and exclusions of the Policy in order to help the Insured understand the coverage the Insured has purchased. This document is for information purposes only, does not constitute a contract of insurance and, therefore, does not provide the Insured with all the detailed terms and conditions of the Policy. Please read the Declarations, Policy and all other documents and discuss the coverage with the insurance agent or broker.

Who is the insurer?

Beazley Canada Limited

Beazley Canada Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited.

What is covered?

Clinical Research Professional Services

Beazley BioSecure provides coverage for any negligent act, error or omission in rendering or failing to render clinical research professional services.

Healthcare Professional Services

Beazley BioSecure provides coverage for bodily injury arising out of any negligent act, error or omission in rendering or failing to render healthcare professional services.

Miscellaneous Professional Services

Beazley BioSecure provides coverage for any negligent act, error or omission in rendering or failing to render miscellaneous professional services which means those services performed in the ordinary course of the Insured's business activities.

Contract Manufacturing Organization Professional Services

Beazley BioSecure provides coverage for any negligent act, error or omission in rendering or failing to render contract manufacturing organization professional services.

Products/Completed Operations Liability

Beazley BioSecure provides coverage for bodily injury or property damage arising out of an occurrence caused by the Insured's products or operations.

General Liability

Beazley BioSecure provides coverage for bodily injury, personal injury, property damage or advertising injury caused by an occurrence.

Tenant's Legal Liability

Beazley BioSecure provides coverage for property damage to premises rented to or temporarily occupied by the Insured, caused by an occurrence.

Product Recall Expense

Beazley BioSecure provides coverage for Class I product recall expenses for a Class I product recall.

Clinical Trial Medical Expenses

Beazley BioSecure provides coverage for medical expenses for bodily injury caused by, or resulting from participation in, a clinical trial or arising out of any negligent act, error or omission in rendering or failing to render healthcare professional services.

Clinical Trial Medical Monitoring Expenses

Beazley BioSecure provides coverage for clinical trial medical monitoring expenses incurred in the medical testing on or medical monitoring of a claimant in the absence of injury, arising out of participation in a clinical trial.

Products Medical Expenses

Beazley BioSecure provides coverage for medical expense for bodily injury arising out of an occurrence caused by the Insured's products or operations.

Products Medical Monitoring Expenses

Beazley BioSecure provides coverage for medical monitoring expenses arising out of an occurrence caused by the Insured's products or operations.

Additional extras coverage includes product tampering, research & development, pollution, bio-contaminants, radioactive contamination, barcode and mitigation expenses.

What is not covered?

Beazley BioSecure excludes coverage for (this is not an exhaustive list, please read the Policy for a full list of exclusions):

- The deductible amount stated in the Declarations
- Circumstances and claims known by the Insured before the inception date of this insurance, unless declared and agreed by the Underwriters.
- Claims caused by any negligent act, error, omission or occurrence before the retroactive date stated in the Declarations. (This applies to Claims Made coverage only)
- Criminal, dishonest, fraudulent and malicious acts.

- Ephedra, silicone, tobacco, e-cigarettes and opioids.
- Claims between Insureds.
- Employment related practices liability.
- Loss relating to asbestos, silica, lead or pollution.
- Claims brought by or on behalf of any governmental or regulatory agency.
- Cyber liability.
- Anti-trust or deceptive trade practice.

What must the Insured do if the Insured receive a claim or becomes aware of a circumstance that might give rise to a claim?

For occurrence basis coverage:

The Insured must notify the Underwriters as soon as reasonably practicable and without delay once it first becomes aware of an occurrence taking place during the policy period.

For claims made coverage:

The Insured must notify the Underwriters in writing as soon as reasonably practicable of any claim made against the Insured during the policy period or any circumstance that can give rise to a claim. Please notify a claim to:

Claims

Beazley Canada Limited
First Canadian Place
100 King Street West, Suite 4530
Toronto, Ontario M5X 1E1
Telephone: (416) 601-2155
Fax: (416) 861-1617
Email: claims.canada@beazley.com

Please note that this is an **IMPORTANT CONDITION** and it is very important that the Insured complies with this condition or the Insured could lose some or all of the cover provided.

What and how much will we pay?

We will pay damages, claims expenses, product recall expenses, medical expenses and medical monitoring expenses up to the amounts stated in the Declarations as limits of liability subject to the terms, conditions and exclusions of this Insurance

What is a claims made and occurrence policy?

Beazley BioSecure is a claims made and occurrence Policy. This Policy provides General Liability and Tenants' Legal Liability on an occurrence basis. This means that the Policy provides the Insured coverage for occurrences taking place during the policy period regardless of when the claim is made against the Insured.

All other coverages under this Policy are provided on a claims made basis which provides the Insured coverage for claims made against the Insured during the policy period and notified to the Underwriters as soon as practicable. The coverage is only for any

negligent acts, errors or omissions or occurrences which occurred on or after the retroactive date and before the end of the policy period.

Policy Period is the period of insurance shown in the Declarations and usually runs for 12 months unless stated otherwise.

Please check the Declarations to confirm the exact duration of the Policy and the retroactive date.

Can the policy be cancelled?

The Underwriters or the Insured may cancel this Policy at any time on by 60 days written notice (15 days for Quebec). Please read the Policy for more information in relation to the requirements for cancellation.

Any complaints?

If the Insured has any questions or concerns about this Policy or the handling of a claim the Insured should, in the first instance, contact:

Lloyd's Underwriters

Attention: Complaints Officer
1155 rue Metcalfe, Suite 2220
Montreal (Quebec) H3B 2V6

Or by telephone: 1-877-455-6937

Or by fax: 1-514-861-0470

Or by email: info@lloyds.ca

In the event that the Insured remains dissatisfied, the Insured can have their complaint reviewed by the following organizations:

General Insurance OmbudService (GIO):
Telephone 1-877-225-0446

For Quebec clients:

Autorite des marches financiers (AMF)

Toll Free: 1-877-525-0337

Quebec: 418-52-0337

Montreal: 514-395-0311

If the Insured has a complaint specifically about Lloyd's Underwriters' complaints handling procedures, contact:

Financial Consumer Agency of Canada (FCAC)

427 Laurier Avenue West, 6th Floor

Ottawa ON K1R 1B9

English: 1-866-461-3222

French: 1-866-461-2232

Details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

If the Insured remains dissatisfied after Lloyd's has considered the complaint, the Insured may have the right to refer the complaint to the Financial Ombudsman Service.

Compensation

The Underwriters are covered by the Financial Services Compensation Scheme.

The Insured may be entitled to compensation from the Scheme if the Underwriters are unable to meet their obligations to the Insured under this contract. If the Insured is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: www.fscs.org.uk.