



Canada | Life Sciences

Life Sciences Coverage FAQs

CNA's Life Sciences Products – Work Hazard Liability and Professional Liability Insurance Policy is designed to address the unique liability concerns facing clients and producers with a broad and comprehensive policy.

Frequently asked questions about coverage include:

Q: Is "automatic separation of insured" language included within the policy?

A: Yes.

Q: What automatic supplementary benefits are reimbursed under the policy?

- A:**
- Mitigation Expenses – reasonable and necessary fees, costs and expenses to minimize potential damages of a potential claim or circumstance
 - Class 1 Recall – provides a sublimit to allow the insured to recall their product from the market
 - Clinical Trial Medical Expenses – provides a sublimit for medical expenses arising from your clinical trial

Q: What coverages are available on the life sciences policy?

- A:**
- Products – Work Hazard Liability
 - Professional Liability

Coverages can be written separately or combined with one policy aggregate.

Q: Does the policy include blanket clinical trials coverage?

A: Available.

Q: Is circumstance reporting required?

A: No, circumstance reporting is optional except in cases where Class 1 recalls, black box warnings and advisory memorandums are first enacted.

Q: How does the "related claims" language operate?

A: It provides either party the ability to declare all claims arising out of a single or related occurrence to be a single related claim with coverage triggered in the policy term in effect when the declaration is made. There is no need to link a related claim to a specified batch or lot.

Q: Is coverage available for third-party medical sales consultants?

A: Yes, but only with respect to advice or demonstration of the insured products in connection with the sale or distribution of such products.

Q: Is worldwide coverage available?

A: Yes, endorsements are available to provide the coverage.

Q: What is included in mitigation expense?

A: Mitigation expense includes fees, costs and expenses incurred as a result of efforts to minimize potential damages the insured may become liable for. Excludes government or regulatory requirements, Class 1 Product Recall expense, medical expenses and damage and defence costs.

Q: Is personal and advertising injury coverage protection available for clinical trials?

A: Yes.

Common Specification

Where coverage is located in policy form

90-Day Notice of Cancellation/Non-Renewal	See "Cancellation" provision of Policy Conditions
Automatic coverage for Newly Formed/Newly Acquired Entities	See Glossary term: "Insured" and "Newly Acquired Subsidiary"
Blanket Additional Insured: Medical Sales Consultants, Clinical & Contract Research Organizations, Life Sciences Contractors, Medical or Biotechnology Advisors, Clinical Trials Consultants, Institutional Review Boards, Scientific Advisory Boards and Clinical Trial Investigators.	See Glossary term: "Insured"
Blanket Waiver of Subrogation (where required by contract, prior to loss)	See "Subrogation" in Policy Conditions
Choice of Counsel to be determined by the Insured	See "Defence: Duty to Defend" in Insuring Agreements section
Contractual Liability including defence expense	See "Exclusions: Assumed Liability" within Products – Work Hazard Coverage Part and Glossary term: "Insured Contract"
Duty to Defend	See "Defence: Duty to Defend" in Insuring Agreements section
Extended reporting period – 90 days	See "Extended Reporting Periods" in Policy Conditions
Independent Contractors	See Glossary term: "Insured"
Knowledge of occurrence, demand, civil proceeding	See "When a Claim Shall be Deemed Made" in Policy Conditions
Mitigation Expense	See "Supplementary Benefits: Mitigation Expenses" in Products – Work Hazard Coverage Part and Glossary term: "Mitigation Expenses"
Notice of Circumstance	See "Your Rights and Duties in the Event of a Circumstance or a Potential Class 1 Product Recall 1. Notice of Circumstance"
Per-occurrence deductible	See "Limits of Liability and Deductible: Related Claims" in Policy Conditions
Professional Services Errors & Omissions	See Glossary term: "Professional Services"
Territory	See "Territory" in Policy Conditions
Unintentional Errors & Omissions	See "Entire Contract" in policy conditions

For more information, contact your Life Sciences underwriter or visit [cnacanada.ca](https://www.cnacanada.ca).

