



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: Does the policy cover punitive damages?

A: Yes, punitive damages are included where allowed by law, with the most favorable law applying.

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

A: Yes.

Q: What are the automatic supplementary benefits included in 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 ADT policy?

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

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

Q: What are the available billing options?

- A:**
- Direct Bill installment options. Note: Direct Bill is available only on admitted policies.
 - Agency Bill installment options.

Q: Does the policy include blanket clinical trials coverage?

A: Yes, with no limitations.

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 coverage written on an admitted basis?

A: Yes, admitted coverage is available in most states, and it can be written as non-admitted if needed.

Q: Is worldwide coverage available?

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

Q: What does good Samaritan coverage apply to?

A: It applies to products – work hazard claims arising from medical services rendered as first aid or emergency care by the insured’s employed physicians, dentists, nurses, emergency medical technicians or paramedics.

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 defense 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 Entity” and “Newly Acquired Subsidiary”
Batch/Lot Cause	See “Related Claims” within Policy Conditions
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 Human Clinical Trial Coverage	See Glossary term: “Insured Product”
Blanket Waiver of Subrogation (where required by contract, prior to loss)	See “Subrogation” in Policy Conditions
Broad Form Named Insured: “Who is an Insured” is amended to include the following: Contractual Obligees, Subsidiaries, Partnerships, Joint Ventures, Directors & Officers, Employees, Executors, Volunteers, Vendors, Shareholders, Stockholders, Real Estate Managers, Limited Liability Companies, Partnerships, Temporary Custodians of Property (if you die), Your Legal Representation (if you die), Managers or Lessors of Premises, Mortgagees, Assignees, Receivers	See Glossary term: “Insured”
Choice of Counsel to be determined by the Insured	See “Defense: Duty to Defend” in Policy Conditions
Contractual Liability including defense expense	See “Exclusions: Assumed Liability” within Products – Work Hazard Coverage Part and Glossary term: “Insured Contract”
Cross Suits Liability	See Conditions: Multiple Insureds, Claims, Claimants
Duty to Defend	See “Defense: Duty to Defend” in Policy Conditions
Extended reporting period – 90 days	See “Extended Reporting Periods” in Policy Conditions
Good Samaritan coverage	See “Exclusions: Medical Services” within Products – Work Hazard Coverage Part
Independent Contractors	See Glossary term: “Insured”
Knowledge of occurrence, demand, civil proceeding	See “When a Claim is Deemed Made” in Policy Conditions
Mitigation Expense	See “Supplementary Benefits: Mitigation Expenses” in Products – Work Hazard Coverage Part and Glossary term: “Mitigation Expenses”
No-Fault Clinical Trials endorsement available in select countries	Can be added by endorsement. Form # CNA73243XX – Foreign Jurisdiction no Fault Endorsement

Common Specification

Where coverage is located in policy form

Notice of cancellation for AI	Can be added by endorsement. Form # CNA73240XX – Agreement to Provide Notice of Cancellation Endorsement
Notice of Circumstance	See “Duties and Rights in the Event of a Circumstance or a Potential Class 1 Product Recall: 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”
Punitive Damages Coverage	See Glossary term: “Damages”
Territory	See “Territory” in Policy Conditions
Unintentional Errors & Omissions	See “Entire Contract” in policy conditions
Worldwide Territory Claims and Suits	Can be added by endorsement. Form # CNA73223XX – Worldwide Coverage Endorsement with Excess/DIC Coverage for Local Policy Claims OR CNA73197XX Worldwide Coverage Endorsement with Excess/DIC Coverage for Local Policy Claims (with Erosion of Policy Limits by Local Policy Payments)

For more information, contact your Life Sciences underwriter or visit cna.com/lifesciences.

