

Insurer: QBE Danmark, filial af QBE Europe SA/NV,
Belgien (39800985)

Product: Pharmaceutical and Medical Device Public,
Products and Pollution Liability Insurance Policy

Notification on pre-contractual information: Complete pre-contractual and contractual information on the product is provided in other documents, such as the policy schedule and the terms and conditions.

What is this type of insurance? This insurance provides indemnity for liability to pay damages or awards (including injunction, restraining order costs and claimant costs) for claims against you relating to your and /or your service provider's performance of business services and multimedia activities.



What is insured?

✓ Public liability

- QBE agrees to indemnify you for your public liability relating to bodily or personal injury, damage or denial of access which occurs in connection with your business. The section also provides cover for certain costs and expenses in relation to the following and are included within the limit of indemnity; and

✓ Claims Made Products liability

- Under this section of the policy QBE agrees to indemnify you against legal liability to pay damages, including claimant costs, as a result of bodily injury, personal injury or damage, arising during business and in connection with a product. All damage arising out of the same cause or defect in your product shall be considered as having resulted from a single occurrence, at the point of the first claim.
- The policy also provides cover for certain costs, expenses and fees in relation to the following and are included within the limit of indemnity.

✓ Pollution liability

- Under this section of the policy QBE agrees to indemnify you against legal liability to pay damages or compensation, including claimant costs recoverable from you, as a result of bodily injury or damage, that arises out of or from pollution in the course of business, provided that it is caused by a sudden, identifiable, and unexpected incident, taking place during the period of insurance.
- The policy also provides cover for certain costs, expenses and fees in relation to the following and are included within the limit of indemnity;

✓ *Insurance sum: The liability of QBE is subject to an overall limit and to various limits and sub-limits which are stated in the policy schedule.*



What is not insured?

These exclusions applies to all of the sections of the policy.:

- a) advertising injury under specified circumstances;
- b) claims arising from advice, designs, plans or specifications provided for a fee;
- c) ownership, use or possession of aircraft or watercraft;
- d) liability arising out of work involving asbestos or fungus mould and spores;
- e) claims for breach of contract unless it can be shown that liability would attach in the absence of the contract;
- f) recall or guarantee costs;
- g) bodily injury and associated costs and expenses either expected or intended by you;
- h) electronic data – liabilities that arise from loss or damage to electronic data, malicious electronic acts or defamation or harassment carried out by electronic means. This exclusion does not apply to liability for ensuing accidental bodily injury or accidental damage which is not otherwise excluded, or to liability under data protection legislation;
- i) employment practice disputes;
- j) costs and expenses arising out of or from any of your directors', officers' or trustees' performance or non-performance in their office;
- k) financial loss not consequent upon bodily injury or damage;
- l) fines, penalties, punitive, exemplary or aggravated damages;
- m) losses arising out of your intentional disregard of reasonable precautions;
- n) loss and expenses arising from latex;
- o) loss and expenses arising from or attributable to the existence of legionella;
- p) libel and slander;
- q) liability and expenses arising out of medical malpractice;
- r) liability and expenses arising out of the non-performance or inadequacy of your product;
- s) loss and expenses arising out of sexual conduct;
- t) trading debts or your insolvency;
- u) liability for damage to your product arising from a defect which leads to economic loss;
- v) war, terrorism and nuclear risk; and
- w) liability incurred within countries operating under the laws of North America.



Are there any restrictions on cover?

As Restrictions for public liability cover

- a) bodily injury or damage arising out of a clinical trial;
- b) and bodily injury or damage arising out of or contributed to by pollution or in connection with your products.

Restrictions for product liability cover

- a) claims for bodily injury or damage arising out of clinical trials;
- b) claims arising out of the use of excluded products, including products not licensed in accordance with applicable legislation, approved for marketing, or causing or failing to cure conditions associated with Hepatitis, HIV, BSE or other specified conditions;
- c) claims for bodily injury or damage made, threatened or intimated or certain circumstances, prior to the inception of this insurance;
- d) liability for personal injury or damage arising out of or from pollution that does not arise out of your products;
- e) liability for bodily injury or damage prior to the retroactive date; and
- f) liability arising from use of the products on the exclusion list as detailed in the policy of insurance.



What are my obligations?

You must:

- make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;*
- notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;*
- notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and*
- comply with the general conditions and any specific conditions designed to reduce the risk of loss.*



Where am I covered?

Unless stated otherwise in the policy schedule, this insurance shall apply worldwide.



When and how do I pay?

The duration of payments of premium and other payment details are set out in the policy and the policy schedule.



When does the cover start and end?

The insurance is an annual contract unless stated otherwise and may be renewed at the end of each policy year. The start date and end date of the policy is stated in the policy schedule.



How do I cancel the contract?

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. QBE may cancel the insurance in the event of non-payment of the premium.