

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

**Product:** Claims Made Clinical Testing Liability  
Insurance Policy

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 is a liability insurance covering liability on account of property damage or bodily injury resulting from loss arising out of pharmaceuticals used in human clinical trials



**What is insured?**

- ✓ Legal liability imposed under contract or agreement for compensation or damages on account of bodily injury or property damage resulting from loss arising out of pharmaceuticals used in human clinical trials
- ✓ Costs in relation to defense against any suit against the insured seeking damages to which the insurance applies.
- ✓ Insurance sum: The liability of QBE is subject to an overall limit and to various limits and sub-limits which



**What is not insured?**

- ✗ Liability for compensation or damage not on the account of bodily injury or property damage,
- ✗ Liability in relation to human clinical trials which does not comply with all applicable statutes, regulations, guidelines and procedures established by any governmental agency or department having authority over such studies,
- ✗ Costs resulting from investigation, adjustments, defence and appeal of a claim if incurred without the consent of the insurer and fees charged by any attorney without the written consent of the insurer,
- ✗ Any property damage to the products of the insured,
- ✗ Fines, penalties, punitive, aggravated or exemplary damages or any enhanced damages resulting from the multiplication of compensatory damages.



**Are there any restrictions on cover?**

- ⚠ *Any loss which results from a deliberate act or omission of the insured and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission,*
- ⚠ *any criminal action/deed or any action/deed committed while in violation of any law or ordinance*
- ⚠ *any claim based on any express warranty of the insured,*
- ⚠ *any obligation for which the insured or any carrier as his underwriter may be held liable under any Workers' Compensation Act, Employers Liability law, Unemployment Compensation or Disability Benefits law or any similar law,*
- ⚠ *any Claim arising out of a loss the circumstances of which the insured were aware prior to the inception of this Policy.*
- ⚠ *any injury or damages resulting in a claim or suit by any insured against any other insured"*



## What are my obligations?

- *To, at the request of the insurer, disclose information that may have a bearing on whether insurance cover should be granted, extended or renewed,*
- *To, at the request of the insurer, disclose details of any circumstances that have a clear bearing on the assessment of risk,*
- *To correct any incorrect or complete information about circumstances that have a clear bearing on the assessment of risk without unreasonable delay,*
- *To observe and fulfil provisions of the policy,*
- *To notify the insurer of any increasing of risk as a result of change in circumstances*
- *To take all reasonable steps to prevent an insured event from arising or continuing, to take all reasonable measures to avoid or minimize any claims which arise or may arise and to take all reasonable steps to prevent other claims from arising out of the same general harmful conditions,*
- *To give the insurer prompt notice in writing of any claim, suit, summon or other process served and of receipt of notice of an intention to hold the insured responsible for a loss,*
- *To render all possible co-operation and assistance in relation to a claim, suit or conduct of legal proceedings at the request of the insurer,*
- *To co-operate with all matters necessary in the investigation of a claim, defence of any suit, submit to any examination or interrogation, attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining attendance of witnesses, give written statements or statements and attend meetings for the purpose of investigation and/or defence.*



## 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?

There are no general rights of cancellation. However, the policy can be cancelled by giving 14 days notice provided the need for insurance ceases or any other sipinsurance relationship occurs.