

# Sales Literature

## Clinical Trail Liability Insurance Policy

Clinical Trail Insurance helps the insured reduces the risk associated with the clinical trials. Clinical trial insurance not only protects the insured from liability, it also makes them more attractive to investors and business partners, by demonstrating that they are prudently handling the life science research endeavors.

In addition by placing the appropriate clinical trial insurance they would be assured that if a claim happens during the clinical trial our insurance policy will provide coverage for their liability.

### **What does policy cover –**

The policy will indemnify the Insured against all sums that the Insured shall become liable to pay as Damages in respect of any Claim made by Research Subjects for Bodily Injury caused by Serious Adverse Event while participating in any Trial. **Serious Adverse Event** includes but limited to below:-

- Adverse effects of investigational product(s)
- Death
- Congenial anomaly
- Persistent or significant disability or incapacity
- Prolongation of hospitalization (in case the study was being conducted on in-patient)
- In-patient hospitalization (in case the study was being conducted on out-patient);
- Violation of the approved Protocol, scientific misconduct or negligence by the sponsor or his representative or the investigator

The Company will also pay Legal Costs incurred with the written consent of the Company in the investigation, defence or settlement of any Claim covered by this Policy

### **Extensions available at extra cost –**

- Notification of event or circumstances
- Manslaughter defense cost
- Personal Accident cover for Research subjects
- Additional Insured

### **General Conditions –**

- The Insured shall take reasonable precautions to prevent any event which may give rise to liability under this Policy and as soon as possible after discovery, cause such additional precautions to be taken as the circumstances may require
- No admission offer promise payment or indemnity shall be made or given by or on behalf of the

- Insured without the prior written consent of the Company
- The Insured shall assist and cooperate with the Company in the investigation and defence of all Claims and conduct of legal proceedings arising there from as the Company and/or its legal advisers and consultants may require
  - If any Claim is in any manner false, dishonest or fraudulent, or is supported by any false, dishonest or fraudulent means or devices, whether by any Insured or anyone acting on behalf of an Insured or with the Insured's knowledge, then this Policy shall be void and all benefits paid or potentially payable under it shall be forfeited

**Standard Exclusion –**

- Willful negligence
- War, invasion, act of foreign enemy, hostilities ,civil war, rebellion, revolution, insurrection, military or usurped power;
- Failure of drug / product – Inefficacy
- Terrorism
- Any Financial Loss
- Absolute Asbestos Exclusion
- Recall Expenses
- Any liability arising from the aggravation of existing health impairments, or deterioration of any physical or mental condition, which would, on the balance of probabilities, have occurred or continued whether or not the Research Subject had participated in the Trial

The above list is not exhaustive, and there are clause under the policy which restricts coverage's, hence read the policy document carefully.