

LIFE SCIENCES

PRODUCTS – COMPLETED OPERATIONS EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold have special meaning as defined below or in the Form to which this endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. Notwithstanding any contrary provisions in this Policy, the Commercial Umbrella Liability Form is amended by the addition of the following exclusion under **Section 2. EXCLUSIONS of SECTION 1 – COVERAGE:**

This Insurance does not apply to:

2.29. Products and Completed Operations Hazard

Bodily injury or property damage included in the **products-completed operations hazard**.

2. Paragraph 26. **Products-completed operations hazard** of **SECTION V – DEFINITIONS** of the Commercial Umbrella Liability Form is deleted and replaced by the following:

26. Products-completed operations hazard:

26.1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- 26.1.1. Products, other than those used in a **clinical trial**, that are still in your possession; or
- 26.1.2. When a **contract manufacturing organization** provided the product or performed the manufacturing related services giving rise to **property damage** that occurs at premises you own or rent; or
- 26.1.3. When a **contract research organization** performed the services giving rise to the **bodily injury** or **property damage** that occurs at premises you own or rent; and
- 26.1.4. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 26.1.4.1. When all of the work called for in your contract has been completed;
 - 26.1.4.2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - 26.1.4.3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- 26.1.5. The transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the **loading** or **unloading** of that vehicle.

26.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

3. Paragraph 37. **Your product** of **SECTION V – DEFINITIONS** of the Commercial Umbrella Liability Form is deleted and replaced by the following:

37. Your product:

37.1. Means:

- 37.1.1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 37.1.1.1. You;
 - 37.1.1.2. Others trading under your name; or
 - 37.1.1.3. A person or organization whose business or assets you have acquired; and
- 37.1.2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

37.2. Includes:

- 37.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- 37.2.2. The providing of or failure to provide warnings or instructions; and
- 37.2.3. **Your product** that is tested or used by or for you in a **clinical trial**; and
- 37.2.4. If you are a **contract research organization**, any goods or products, other than real property, developed, tested or designed by you for others.

37.3. Does not include vending machines or other property rented to or located for the use of others but not sold.

4. Paragraph 38. **Your work** of **SECTION V – DEFINITIONS** of the Commercial Umbrella Liability Form is deleted and replaced by the following:

38. Your work:

38.1. Means:

- 38.1.1. Work or operations performed by you or on your behalf solely in connection with **your product** or your **clinical trial**, including demonstration, testing, review, installation, maintenance or repair of **your product**; and
- 38.1.2. Materials, parts or equipment furnished in connection with such work or operations.

38.2. Includes:

38.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

38.2.2. The providing of or failure to provide warnings or instructions

5. The following definitions are added to **SECTION V – DEFINITIONS** of the Commercial Umbrella Liability Form:

Clinical trial means a structured study or test on participants in order to determine or measure the safety and efficacy of **your product**.

Contract manufacturing organization means a person or organization, other than a **contract research organization**, that provides products or performs manufacturing related services under a written contract or agreement with you.

Contract research organization means a person or organization, other than a **contract manufacturing organization**, that performs services under a written contract or agreement.

All other terms and conditions of the Policy remain unchanged.