

MEDICAL PRODUCTS COVERAGE LIMITATION

This endorsement changes the policy. Please read it carefully.

1. The following definition is added to **SECTION VII – DEFINITIONS** of the Medical Technology Solutions form:

Medical products:

1. Means:

- a. Pharmaceuticals, active pharmaceutical ingredients, biologics or dietary supplements intended for use in the cure, mitigation, treatment or prevention of disease or other conditions in humans or animals; or
- b. An instrument, apparatus, implement, machine, device, contrivance, implant, in vitro reagent or other similar or related article, including any component, part or accessory, that:
 - (1) Is intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease or other conditions in humans or animals; or
 - (2) Is intended to affect the structure or any function of the body of humans or animals.

2. Includes any instrument, apparatus, implement, machine, device, contrivance, implant, in vitro reagent or other similar or related article, including any component, part or accessory, that is intended to perform, facilitate, assist or aid any activity listed in Paragraphs 1.b.(1) or 1.b.(2) above.

2. Definition **XXX. Your Product** of **SECTION VII – DEFINITIONS** of the Medical Technology Solutions form is deleted and replaced with the following:

XXX. Your product:

1. Means:

- a. Any **medical products**, other than real property, manufactured, leased, licensed, rented, marketed, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such **medical products**.

2. Includes:

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

3. Definition **YYY. Your Work** of **SECTION VII – DEFINITIONS** of the Medical Technology Solutions form is deleted and replaced with the following:

YYY. Your work

1. Means:

- a. Work 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**;
- b. Solely with respect to Liability Coverage 1 Errors or Omissions, services or activities performed for others by you or on your behalf and that directly involve **medical products**; and
- c. Materials, parts or equipment furnished in connection with that work.

2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions for the use of **your work**.

All other terms and conditions of the Policy remain unchanged.