

25<sup>th</sup> July 2018

TO WHOM IT MAY CONCERN

We, the undersigned Insurance Brokers hereby certify that we have place the following Insurance:

**VERIFICATION OF INSURANCE****Unique Market****Reference:** B1262FI0500918**Type:** Clinical Trials Insurance**Insured:** University College London

Cover and Retroactive cover is to include clinical trials having been, being, or to be undertaken by or on behalf of University College London, where the Medical Research Council Clinical Trials Unit, has been, is or shall be the sponsor of such trials and only covering the list of trials that have been supplied and seen by the underwriters.

Cover and Retroactive cover is to include clinical trials having been, being, or to be undertaken by or on behalf of University College London, where the Medical Research Council Prion Unit, has been, is or shall be the sponsor of such trials and only covering the list of trials that have been supplied and seen by the underwriters.

**Period:** From: 01<sup>st</sup> August 2018  
To: 31<sup>st</sup> July 2019 Both days inclusive at Local Standard Time.

**Interest:** This Policy will indemnify/cover the Insured in respect of their Legal Liabilities arising out of the Insured's activities and as more fully disclosed within the Policy Wording.

**Limit of Indemnity:** As Attached

**Excess:** GBP 2,500 Each and Every Claim, including costs and expenses

**Underwriter:** 100.0000% Newline Syndicate 1218

This document is for information only and does not make the person or organisation to whom it is issued an additional Insured, nor does it modify in any manner the Contract of Insurance between the Insured and the Insurers. Any amendment, change or extension to such Contract can only be affected by specific endorsement attached thereto.

Should the above mentioned Contract of Insurance be cancelled, assigned or changed during the above policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by the undersigned or by the Insurers. The information provided is correct at the date of signature.



Authorised Signatory  
Arthur J Gallagher

<b>Section</b>	<b>Limit of Liability</b>
1 <b>Public Liability</b>	GBP Not Insured any one <b>Occurrence</b> ( <b>Legal Costs</b> in addition)
2 <b>Products Liability/ Completed Operations</b>	GBP Not Insured any one <b>Claim</b> and in aggregate ( <b>Legal Costs</b> in addition)
3 <b>Legal Liability for Human Clinical Trials</b>	GBP 15,000,000 any one <b>Claim</b> and in aggregate ( <b>Legal Costs</b> in addition)
4 <b>No Fault Compensation for Human Clinical Trials</b>	GBP 15,000,000 any one <b>Claim</b> and in aggregate ( <b>Legal Costs</b> in addition)
5 <b>Errors and Omissions</b>	GBP 15,000,000 any one <b>Claim</b> and in aggregate ( <b>Legal Costs</b> inclusive)
6 <b>Medical Malpractice Liability</b>	GBP Not Insured any one <b>Claim</b> and in aggregate ( <b>Legal Costs</b> inclusive)
<b>Sections 2 to 6 and all Endorsements Combined</b>	GBP 15,000,000 in aggregate ( <b>Legal Costs</b> in addition for Sections 2, 3 and 4 and <b>Legal Costs</b> inclusive for Sections 5 and 6)

The **Limits of Liability** are inclusive of the **Deductible**, interest and claimants' costs and expenses.

**Policy Territory:**

- Section 3 – Worldwide
- Section 4 - Worldwide excluding USA/Canada
- Section 5 - Worldwide



Insurance | Risk Management | Consulting

### SECTION 3 - LEGAL LIABILITY FOR HUMAN CLINICAL TRIALS

#### "CLAIMS MADE AND NOTIFIED" BASIS

##### COVER

The **Underwriters** shall, subject to the terms, conditions, **Limits of Liability** and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) legal liability for damages in respect of any **Bodily Injury** to a **Research Subject**, provided that such liability is caused by an **Occurrence** within the **Policy Territory** and in connection with **Human Clinical Trials**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** in connection with paragraph (1) above,

provided that:

- (i) the **Claim** in respect of such liability is first made against the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** in writing during the **Period of Insurance**; and
- (ii) all **Bodily Injury** resulting from or alleged to have resulted from the same **Human Clinical Trial** shall be considered as resulting from one **Claim** and having occurred during the period of insurance in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising out of such **Bodily Injury**.

### SECTION 4 - NO FAULT COMPENSATION FOR HUMAN CLINICAL TRIALS

#### "CLAIMS MADE AND NOTIFIED" BASIS

##### COVER

The **Underwriters** shall, subject to the terms, conditions, **Limits of Liability** and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) liability to pay compensation and claimants' costs and expenses pursuant to the **Conditions of Compensation** in respect of **Bodily Injury** to a **Research Subject**;
- (2) **Legal Costs** in connection with paragraph (1) above,

provided that:

- (i) such liability is caused by an **Occurrence** within the **Policy Territory** and in connection with the **Business** and arises from the use of any **Pharmaceutical** or **Medical Devices** in **Human Clinical Trials**;
- (ii) the **Insured** has offered and the **Research Subject** has agreed to abide by the **Conditions of Compensation** set out below;
- (iii) the **Claim** in respect of such liability is first made against the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** in writing during the **Period of Insurance**; and
- (iv) all **Bodily Injury** resulting from or alleged to have resulted from the same **Human Clinical Trial** shall be considered as resulting from one **Claim** and having occurred during the period of insurance in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising out of such **Bodily Injury**.



Insurance | Risk Management | Consulting

#### EXCLUSIONS TO SECTION 3 & 4

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 4 in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

- (1) any act or omission which constitutes a criminal offence.
- (2) any **Human Clinical Trial** performed without the informed written consent of each **Research Subject** obtained prior to the participation of such **Research Subject(s)** in such **Human Clinical Trial**.
- (3) any act, error, omission, event, **Occurrence** or **Human Clinical Trial** happening prior to the **Retroactive Date**.
- (4) any circumstances which the **Insured** was, or ought to have been, aware might give rise to a **Claim** prior to the inception of this **Policy**.
- (5) any act, error or omission which constitutes or involves a breach of, or failure to comply with, the terms of the protocol governing the **Human Clinical Trial**.
- (6) any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).



Insurance | Risk Management | Consulting

**SECTION 5 - ERRORS AND OMISSIONS LIABILITY**

**"CLAIMS MADE AND NOTIFIED" BASIS**

**COVER**

The **Underwriters** shall, subject to the terms, conditions, **Limits of Liability** and exclusions of this **Policy**, indemnify the **Insured** against:

- (1) legal liability for damages in respect of any **Claim** arising solely by reason of any negligent act, negligent error or negligent omission happening within the **Policy Territory** and in the course of the professional conduct of the **Business** by the **Insured**;
- (2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
- (3) **Legal Costs** in connection with paragraph (1) above,

provided that the **Claim** in respect of such liability is first made against the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** in writing during the **Period of Insurance**.

**EXCLUSIONS TO SECTION 5**

- (1) any act, error, omission, event or **Occurrence** happening prior to the **Retroactive Date**.
- (2) any circumstances which the **Insured** was, or ought to have been, aware might give rise to a **Claim** prior to the inception of this **Policy**.
- (3) any neglect, error or omission by the **Insured** to effect or maintain insurance or to provide finance or advice on financial matters.
- (4) any insolvency of the **Insured**.
- (5) any neglect, error or omission by the **Insured** in the preparation of estimates of cost.
- (6) any costs of replacing and/or restoring documents which have been lost, mislaid, damaged or destroyed.
- (7) any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for loss of use of **Products, Pharmaceuticals, Medical Devices** or contract work executed by or for the **Insured** or of any property of which such form a part.
- (8) any non-delivery or late delivery of **Products** or non-completion of works or operations.
- (9) any **Cross Liabilities**.

**Please be aware the above exclusions are section specific and do not include the specific policy exclusions**