

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
MEDTECH (PRODUCTS/COMPLETED OPERATIONS INCLUDED)
(MULTINATIONAL)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Section I – Coverages - Expected or Intended Injury - Non-Owned Aircraft and Watercraft Under 55 Feet - Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators - Medical Payments – Increased Limits and Time Period - Supplementary Payments – Cost of Bail Bonds and Loss of Earnings B. Section II – Who is an Insured - Additional Insured – Broad Form Vendor - Additional Insured – Written Contract, Agreement, Permit or Authorization - Additional Insured – Licensor of Intellectual Property Rights - Additional Insured – Scientific Advisory Board - Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics - User of Covered Watercraft - Newly Acquired or Formed Organizations	C. Section III – Limits of Insurance – Aggregate Limit Per Location D. Section IV – Commercial General Liability Conditions - Duties in Event of Occurrence, Offense, Claim or Suit - Waiver of Subrogation When Required by Written Contract or Agreement E. Section V – Definitions - Bodily Injury – Includes Mental Anguish - Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight - Additional Definitions – Scientific Advisory Board and Vendor
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A. Section I – Coverages**1. Expected or Intended Injury**

The following is added to Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

The disclosure of potential side effects, adverse reactions, contraindications, warnings or precautions in clinical trial protocols, clinical trial consent forms, product packaging or product labeling will not be deemed evidence that the insured expected or intended any alleged “bodily injury” or “property damage”.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

(a) Hired, chartered or loaned with a paid crew; and

(b) Not owned by any insured.

- b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

(a) Less than 55 feet long; and

- c. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. **Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators**

- a. The following is added to Exclusion 2.j. **Damage To Property of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph (1) of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph (4) of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs (3), (4) and (6) of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph 6. of **Section III – Limits Of Insurance**:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph b.(1) of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. **Medical Payments – Increased Limits and Time Period**

The following provisions are modified only if Coverage C is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph a.(3)(b) in Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

5. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B in Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Additional Insured – Broad Form Vendor

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any “vendor” with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the “vendor’s” business. But no “vendor” is an additional insured:
- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
 - (2) If the “vendor” is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
 - (3) For “bodily injury” or “property damage” for which the “vendor” is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the “vendor” would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
 - (4) For “bodily injury” or “property damage” arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the “vendor”;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the “vendor” has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the “vendor’s” premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the “vendor”; or
 - (g) The sole negligence of the “vendor” for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the “vendor’s” premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the “vendor” has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. The insurance afforded to such “vendor” under Paragraph a. above:
- (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide to such “vendor”.
- c. The following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of a “vendor” that qualifies as an additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- ### **2. Additional Insured – Written Contract, Agreement, Permit or Authorization**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to

provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph **a.** above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor;
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

(f) "Bodily injury" or "property damage" occurring after:

- (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The insurance afforded to an additional insured under Paragraph **a.** above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

- d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:

(1) The following is added to Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions:

Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

- (1)** Such additional insured is a Named Insured under that other insurance; and
- (2)** You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(2) The following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a.** Required by the contract, agreement, permit or authorization; or
- b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Licensor of Intellectual Property Rights

- a. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization that grants a license to you for use of intellectual property for use in “your product” if you have agreed in writing in a contract or agreement that such person or organization be named as an additional insured, but only with respect to liability for “bodily injury” or “property damage” as provided for under this policy. A person’s or organization’s status as an additional insured under this provision ends when:

- (1)** The license granted to you by such person or organization expires; or
- (2)** Your license is terminated or revoked by such person or organization prior to expiration of the license as stipulated by the contract or agreement.

- b.** The insurance afforded to an additional insured under Paragraph **a.** above does not apply to any “occurrence” prior to the effective date of the license for use of the intellectual property by you.

- c.** The insurance afforded to an additional insured under Paragraph **a.** above:

- (1)** Applies only to the extent permitted by law; and
- (2)** Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

- d.** With respect to the insurance afforded to an additional insured under Paragraph **a.** above, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract, agreement, permit or authorization; or
- 2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. Additional Insured – Scientific Advisory Board

Section II – Who Is An Insured is amended to include as an additional insured your “scientific advisory board”, but only with respect to liability for “bodily injury” or “property damage” caused, in whole in or part, by your acts or omissions or the acts or omissions of those acting on your behalf.

5. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics

- a.** The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured:**

But an “employee” or “volunteer worker” employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.

- b.** The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

6. User of Covered Watercraft

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:

a. "Bodily injury" to that person's or organization's "employee"; or

b. "Property damage" to property:

(1) Owned, occupied or used by; or

(2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

7. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Commercial General Liability Conditions**:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph 12.f.(1) of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.

3. Additional Definitions – Scientific Advisory Board and Vendor

The following definitions are added to **Section V – Definitions**:

“Scientific advisory board” means a person or organization acting in the capacity of an advisor or consultant in review of the design, development or testing of “your product”. “Scientific advisory board” does not include any person or organization that is a “vendor” or supplier.

“Vendor” means a person or organization in the business of selling, distributing or providing training on, of or for “your product”. “Vendor” does not include:

- a. A clinical trial contractor;
- b. A person or organization providing healthcare professional services or treatment;
- c. A person or organization providing parts, ingredients, supplies or components for “your product”;
- d. A person or organization designing, manufacturing or assembling “your product” or any component or part of “your product”; or
- e. A person or organization from whom you have acquired “your product”.