

# LS Prime®

Berkley Life Sciences offers a comprehensive array of products and completed operations liability, premises and ongoing operations liability, clinical trial and errors and omissions coverage – all in one policy – and easily tailored to meet the unique needs of life science companies. Your clients receive **broad, seamless protection**: no need to worry about plugging coverage gaps and satisfying different claims reporting requirements caused by purchasing multiple policies from separate insurers. As a scalable product, our LS Prime® Liability policy affords you the **flexibility** to tailor coverage to meet the particularized needs of an individual client.

Whether your life science client is in the preclinical stage – or a Fortune 1000 company with numerous products on the market – Berkley Life Sciences responds to **traditional liability concerns** – as well as **emerging issues** of increasing importance to life science companies of all sizes. See some of the unique features below.

FEATURES	BENEFITS
<b>Medical Monitoring Expense</b> \$250,000 Limit	Covers medical monitoring expense claimed against your clients in the absence of physical injury, sickness or disease from exposure to products that are subject to a Class I Recall or as a result of a clinical trial placed on hold or suspended.
<b>Blanket Additional Insureds</b> (where required by written contract)	No need to schedule each product sales or service contractor, clinical trial contractor, vendor or other person or entity where required by contract. <b>Coverage is automatically provided</b> for varying degrees of liability depending upon the activities of the additional insured and the risk assumed.
<b>Recall Exception for Implants</b>	Coverage provided for bodily injury caused by the removal of <b>implanted medical devices or transplanted tissues, organs or biological material</b> as a result of a Class I Recall or suspension of clinical trial for safety reasons.
<b>Blanket Clinical Trials Coverage</b>	<b>Without exception</b> , there is <b>no requirement to report</b> new clinical trials during the policy period.
<b>Product Withdrawal Expense</b> Limits up to \$250,000	<b>Broad definition</b> of withdrawal expense includes the cost of consultants, attorneys, public relations firms, transportation and storage as the result of a Class I Recall.
<b>Expanded Basic Extended Reporting Period</b> (Optional E-BERP)	Under most BERP's, adverse events are not covered unless reported to the insurer prior to policy expiration. Under our E-BERP, there is <b>no reporting requirement</b> . A five (5) year BERP is automatically provided for adverse events occurring prior to policy expiration if properly reported to the FDA or other appropriate governmental authority.
<b>Batch Liability (Optional Coverage)</b>	Your client has the choice to channel all future claims from a specific product back into one policy period, <b>achieving predictability and preserving subsequent policy limits</b> for other claims.
<b>Basket Aggregate Limit</b>	Your clients have the option to purchase a basket limit of additional coverages to supplement their LS Prime® policies, allowing them the broadest coverage available.

## Features and Benefits Continued on Reverse Side

This material highlights features of our Primary Liability policy as of June 1, 2009 and is subject to change without notice.

Material is descriptive only; actual coverage is subject to the language of each individual policy issued.

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<b>Data Breach Expense</b> \$250,000 Limit	Helps clients comply with privacy laws or minimize losses associated with a data breach event. Data Breach Expense covers costs for Notification, Credit Monitoring and Data Recovery, Cyber Investigation and Crisis Management, including extortion payments to prevent disclosure of protected personal information.
<b>Data Breach Economic Liability</b> \$250,000 Limit	Policyholders are protected when their unintentional acts, errors, or omissions result in unauthorized disclosure of protected personal information, unauthorized access or use.
<b>Clinical Trials Coverage including Personal Injury</b>	No need to purchase separate Personal Injury Liability coverage for clinical trials.
<b>Designated Products</b>	Designated products <b>exclusion is narrowly defined</b> to ensure litigation concerns are addressed. Coverage can be modified subject to underwriting of exposures and controls.
<b>Abuse and Molestation Coverage (in a clinical trial setting)</b> \$250,000 Limit	Covers bodily injury, personal injury and property damage to clinical trial participant due to sexual abuse or molestation.
<b>Biological Agents Liability</b> Limits up to \$250,000	Covers bodily injury, property damage, medical monitoring expense for exposure to biological agents at or which have migrated from your client's premises. Even cleanup costs are covered for biological agents migrating from a site
<b>Clinical Trials Medical Expense Coverage for Adverse Events</b> Limits up to \$250,000	Stop Loss Coverage <b>protects financial results</b> due to unexpected medical expenses associated with adverse events. No requirement to submit a claim to the participant's health insurer first.
<b>Extended Coverage (including automatic one-year Supplemental Extended Reporting Period)</b>	<b>Fills coverage gap</b> when products remain with consumers after a recall or ban – but no loss or claim has occurred. No need to purchase a separate extended reporting period. Coverage is afforded even if the loss, claim and reporting of the claim all take place during the extended coverage period.
<b>Goods or Products in Your Care, Custody or Control</b> Limits up to \$250,000	Protects against damage to customers' goods or products while your client is working on them or simply holding them in storage.
<b>Circumstance Reporting (Critical Facts)</b>	<b>Specific, concrete notification criteria</b> help policyholders clearly identify which products liability circumstances to report to the company.
<b>Claims Made Coverage (not Claims Made and Reported)</b>	The policyholder is not required to report the claim by the end of the policy period. Applicable to all claims made coverages.
<b>Overall Policy Aggregate (Optional)</b>	Your client can choose from <b>two options</b> : economically purchase higher limits where all coverages roll into one overall aggregate or keep separate towers of coverage.
<b>Punitive Damages</b>	Punitive damages can be your client's greatest risk, but often are left unaddressed in liability forms. Our definition of damages includes punitive damages, <b>explicitly affirming coverage</b> (where allowable by law).
<b>Scalable Form</b>	Ability to scale back to elemental coverage <b>for significant reduction in pricing</b> , providing your clients with the ability to purchase only the coverages they want or need.

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