

25th 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: B1262FI0153318

Type: Clinical Trials Insurance

Insured: University College London

Period: From: 01st August 2018
To: 31st 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

Section	Limit of Liability
1 Public Liability	GBP Not Insured any one Occurrence (Legal Costs in addition)
2 Products Liability/ Completed Operations	GBP applies to claims from Human Subjects resulting from the use of Investigational Entity in a Clinical Trial any one Claim and in aggregate (Legal Costs in addition)
3 Legal Liability for Human Clinical Trials	GBP 15,000,000 any one Claim and in aggregate (Legal Costs in addition)
4 No Fault Compensation for Human Clinical Trials	GBP 15,000,000 any one Claim and in aggregate (Legal Costs in addition)
5 Errors and Omissions	GBP 15,000,000 any one Claim and in aggregate (Legal Costs inclusive)
6 Medical Malpractice Liability	GBP 10,000,000 any one Claim and in aggregate (Legal Costs inclusive)
Sections 2 to 6 and all Endorsements Combined	GBP 15,000,000 in aggregate (Legal Costs in addition for Sections 2, 3 and 4 and Legal Costs 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 Section 6 – Worldwide excluding USA/Canada
--------------------------	--

Definitions

Human Clinical Trial shall mean any investigational study conducted for the purposes of research and any research, data analysis, or other advice provided in relation to the study and its results

Medical Devices shall mean health or medical instruments used in the treatment, mitigation, diagnosis or prevention of a disease or an abnormal physical condition.

Pharmaceutical shall mean any placebo, or any substance taken by mouth, injected or inserted into an eye, a muscle, the skin, a blood vessel or a cavity of the body or applied to the skin to treat or prevent a disease, condition or symptom.

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**.

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).

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