



Policy certificate

[Insurance effected through the Coverholder:](#)

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

[PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.](#)

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'ARH', followed by a wavy line.

Authorised Official

[Please examine this document carefully.](#) If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



SCHEDULE

POLICY NUMBER:	BSJ0120616840
UNIQUE MARKET REFERENCES	B087520C9N5053
THE INSURED:	INTENSIVE CARE NATIONAL AUDIT AND RESEARCH CENTRE
ADDRESS:	Napier House, 24 High Holborn London WC1V 6AZ UK
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 14 Aug 2020
THE EXPIRY DATE:	00:01 Local Standard Time on 19 Jan 2022
TOTAL PAYABLE:	GBP11,885.68
Broken down as follows:	
Premium:	GBP10,389.00
Insurance Premium Tax	GBP1,246.68
Policy Administration Fee:	GBP250.00
BUSINESS ACTIVITIES:	Provision of audit and research data in the field of critical care as well as acting as a CRO, as more fully described in the application form dated 12 Aug 2020 and as held on file by CFC Underwriting Limited
LEGAL ACTION:	Worldwide ex US & Canada
TERRITORIAL SCOPE:	Worldwide
RETROACTIVE DATE:	Refer to Endorsements
OPTIONAL EXTENDED REPORTING PERIOD PREMIUM:	GBP10,389.00 (only payable if you choose to exercise this option)
CLAIMS MANAGERS:	CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com
WORDING:	R&D UK v1.7
ENDORSEMENTS:	FINANCIAL ADVICE EXCLUSION CLAUSE CLINICAL TRIALS PROFESSIONAL SERVICES BODILY INJURY EXTENSION CLAUSE PRODUCTS AND SERVICES LIABILITY AMENDATORY CLAUSE SANCTION LIMITATION AND EXCLUSION CLAUSE USA JURISDICTION CLAUSE CONTRACTUAL LIABILITY EXCLUSION CLAUSE RETROACTIVE DATE AMENDATORY CLAUSE CORONAVIRUS EXCLUSION CLAUSE

LIMITS OF LIABILITY AND EXCESSES

INSURING CLAUSE 1: PROPERTY DAMAGE

NO COVER GIVEN

INSURING CLAUSE 2: IDEOLOGICALLY MOTIVATED ATTACK

NO COVER GIVEN

INSURING CLAUSE 3: BUSINESS INTERRUPTION – FLEXIBLE FIRST LOSS

NO COVER GIVEN

INSURING CLAUSE 4: EMPLOYERS' LIABILITY

NO COVER GIVEN

INSURING CLAUSE 5: PUBLIC LIABILITY

NO COVER GIVEN

INSURING CLAUSE 6: POLLUTION AND CONTAMINATION LIABILITY

NO COVER GIVEN

INSURING CLAUSE 7: PRODUCTS & SERVICES LIABILITY

Limit of liability:	GBP3,000,000	each and every claim, including costs and expenses
Aggregate limit of liability:	GBP3,000,000	including costs and expenses
Excess:	GBP2,500	each and every claim , including costs and expenses

INSURING CLAUSE 8: CLINICAL TRIALS

SECTION A: COMPENSATION AND LEGAL LIABILITY

NO COVER GIVEN

SECTION B: COVER EXCESS OF UNDERLYING LOCAL POLICIES

NO COVER GIVEN

INSURING CLAUSE 9: FIDELITY OF EMPLOYEES

Aggregate limit of liability:	GBP250,000	including costs and expenses
Excess:	GBP2,500	each and every loss

INSURING CLAUSE 10: WEBSITE DAMAGE

Aggregate limit of liability:	GBP50,000	including costs and expenses
Excess:	GBP2500.00	each and every loss



INSURING CLAUSE 11: BRAND PROTECTION

Aggregate limit of liability: GBP50,000
Excess: NIL each and every **claim** or **loss**

INSURING CLAUSE 12: COURT ATTENDANCE COSTS

Amount insured: GBP50,000 sub-limited to GBP1,000 per day
Excess: NIL each and every **claim**



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department
Fidentia House
Walter Burke Way
Chatham
Kent ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after Lloyd's of London has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4 567 (from inside the UK)
Fax: +44 20 7964 1001

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.



The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



FINANCIAL ADVICE EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER: BSO120616840
THE INSURED: Intensive Care National Audit and Research Centre
WITH EFFECT FROM: 14 Aug 2020

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

Financial advice

arising out of or relating directly or indirectly to any:

- a) investment, financial, mortgage, pension or taxation advice;
- b) failure by **you** to provide investment, financial, mortgage, pension or taxation advice; or
- c) depreciation in value or failure to appreciate in value of any asset, investment, shares or any other financial product or instrument.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



CLINICAL TRIALS PROFESSIONAL SERVICES BODILY INJURY EXTENSION CLAUSE

ATTACHING TO POLICY
NUMBER: BJSJ0120616840

THE INSURED: Intensive Care National Audit and Research Centre

WITH EFFECT FROM: 14 Aug 2020

**THIS CLAUSE APPLIES TO THE PRODUCTS AND SERVICES LIABILITY INSURING
CLAUSE, SECTION B ONLY**

It is understood and agreed that the "clinical trials" **EXCLUSION** is deleted in its entirety.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



PRODUCTS AND SERVICES LIABILITY AMENDATORY CLAUSE

ATTACHING TO POLICY
NUMBER:

BSJ0120616840

THE INSURED:

Intensive Care National Audit and Research Centre

WITH EFFECT FROM:

14 Aug 2020

It is understood and agreed that **SECTION A** of the **PRODUCTS AND SERVICES LIABILITY INSURING CLAUSE** is deleted in its entirety.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER: BJSJ0120616840

THE INSURED: Intensive Care National Audit and Research Centre

WITH EFFECT FROM: 14 Aug 2020

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We shall not be deemed to provide any cover nor shall **we** be liable to pay any **claim** or **loss** or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

USA JURISDICTION CLAUSE

ATTACHING TO POLICY
NUMBER: BSJ0120616840
THE INSURED: INTENSIVE CARE NATIONAL AUDIT AND RESEARCH CENTRE
WITH EFFECT FROM: 14 Aug 2020

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that where a **claim** is made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America or territories which come under the jurisdiction of the United States of America, the following amendments are made to the Schedule:

1. where **“Limit of Liability”** is shown in the Schedule, same is amended to read **“Aggregate Limit of Liability”**; and
2. **“costs and expenses”**, are always included in the **aggregate limit of liability** or **limit of liability**.

It is also understood and agreed that the following **EXCLUSIONS** are added to this Policy:

ERISA

based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

RICO

for any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.

SEC

for any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar regional, provincial, territorial, federal or state law or any common law relating thereto.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



CONTRACTUAL LIABILITY EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER: BSO120616840
THE INSURED: INTENSIVE CARE NATIONAL AUDIT AND RESEARCH CENTRE
WITH EFFECT FROM: 14 Aug 2020

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

Contractual liability

arising directly or indirectly from any actual or alleged breach of a written or implied contract where **your** liability would have been greater than the liability implied by common law or statute.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



RETROACTIVE DATE AMENDATORY CLAUSE

ATTACHING TO POLICY
NUMBER: BSJ0120616840

THE INSURED: INTENSIVE CARE NATIONAL AUDIT AND RESEARCH CENTRE

WITH EFFECT FROM: 14 Aug 2020

It is understood and agreed that the following amendments are made to this Policy:

1. The date stated as the "RETROACTIVE DATE" in the Schedule is deleted in its entirety and replaced with the following:

14TH August 2019 or

if **you** have maintained uninterrupted insurance of the same type with another insurer, the date the insurance first incepted with the other insurer

2. The following **CONDITION** is added:

Other insurer's policies

In respect of the Retroactive Date that will apply to **INSURING CLAUSE 7**, **you** must provide **us** with the other insurer's policy before any payment is made under this Policy.

If **you** cannot provide **us** with the other insurer's policy the Retroactive Date of 14TH August 2019 will apply to the **claim**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



CORONAVIRUS EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER: BSO120616840

THE INSURED: Intensive Care National Audit and Research Centre

WITH EFFECT FROM: 14 Aug 2020

It is understood and agreed that the following **EXCLUSION** will apply to the **PRODUCTS AND SERVICES LIABILITY** and **CLINICAL TRIALS INSURING CLAUSES**:

Coronavirus

arising directly or indirectly out of:

- a. coronavirus disease (COVID-19);
- b. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c. any mutation or variation of SARS-CoV-2; or
- d. any fear or threat of a. to c. above.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY