



IN THE MISSOURI COURT OF APPEALS  
EASTERN DISTRICT

---

No. ED113635

---

OPIOID MASTER DISBURSEMENT TRUST II, A/K/A OPIOID MDT II,  
Plaintiffs/Appellants,

v.

ACE AMERICAN INSURANCE COMPANY, *et al.*,  
Defendants/Respondents.

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Appeal from the Circuit Court of the City of St. Louis, Missouri  
The Honorable Richard M. Stewart  
Case No. 22SL-CC02974

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**APPENDIX OF RESPONDENTS NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA. AND  
AMERICAN HOME ASSURANCE COMPANY**

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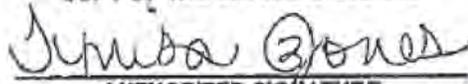
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EXHIBIT M  
(filed under seal)

## POLICY CERTIFICATION COVER PAGE

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**THIS IS A CERTIFIED TRUE AND CORRECT  
COPY OF THE ORIGINAL POLICY#**

  
**AUTHORIZED SIGNATURE**

To not obstruct the information on the first page of the policy documents, this cover sheet has been inserted as a means to provide the certification stamp.

Date: 07/25/2013

Policy Number: 509-47-72

Underwriter Name: KAREN WOJTANEK  
 Underwriter Region: 0004  
 Underwriter Branch: 0004  
 Underwriter Telephone: 617-457-2700

Operator Name: JAMALUDIN MOHD AFIQ  
 Operator Telephone: 03--271-9610

Issuing Division: 0055  
 Policy Effective Date: 06/28/2013  
 Transaction Type: NB

Set Copy Name: INSURED COPY

EPS TRACKING-ID: UUF74971900307252013  
 POLICY NUMBER: 005094772  
 TABLE EFFECTIVE DATE: 05/29/2013  
 TABLE WRITTEN DATE: 05/29/2013

DocuCorp International **Archive Copy**

eUPS

KAREN WOJTANEK  
BOSTON  
99 HIGH STREET  
BOSTON, MA 02110

Re: MALLINCKRODT, PLC

PRODUCER IS: #0008922

MARSH USA INC.  
99 HIGH STREET  
BOSTON, MA 02110

509-47-72

PRODUCER COV LTR **Archive Copy**

CONFIDENTIAL

AIGINS-MNK00000803

Policy No. GL 509-47-72  
Renewal of No. NEW



CG DS 01 10 01

Coverage is provided by  
**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**  
(a capital stock company)

175 Water Street, New York, NY 10038  
(212) 458-5000

**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

**NAMED INSURED & MAILING ADDRESS**  
MALLINCKRODT, PLC  
675 JAMES S MCDONNELL BLVD  
HAZELWOOD, MO 63042-2379

**PRODUCER'S NAME & MAILING ADDRESS**  
MARSH USA INC.  
99 HIGH STREET  
BOSTON, MA 02110

**POLICY PERIOD:** From 06/28/2013 to 06/28/2014 at 12:01 A.M. Standard Time at your mailing address shown above.

**FORM OF BUSINESS:**

CORPORATION  PARTNERSHIP  LIMITED LIABILITY COMPANY  INDIVIDUAL  OTHER

**BUSINESS DESCRIPTION:** PHARMACEUTICAL MFG

**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:** ON FILE WITH COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**POLICY PREMIUM:\***

**PREMIUM SHOWN IS PAYABLE:** [REDACTED] at inception.

\*This policy is subject to annual audit.

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act 2007:  
[REDACTED] Included In Policy Premium

**SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:\*\***

Florida HCF***	\$10.00
Kentucky	\$9.00
New Jersey	\$2.00

\*\*State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.

Florida HCF\*\*\* Florida Hurricane Catastrophe Fund Surcharge  
Please refer to the attached Addendum for any applicable Kentucky Taxes.

**ENDORSEMENTS ATTACHED TO THIS POLICY:** SEE ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued: 07/25/2013

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000	Any one premise
MEDICAL EXPENSE LIMIT	\$10,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	NOT COVERED	

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: <b>NONE</b> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Prem/Prod/comp Ops	Ops	Prem/ Ops	Prod/comp Ops
SEE COMPOSITE RATE ENDORSEMENT						
					Total:	<span style="background-color: black; color: black;">XXXXXXXXXX</span>

- A = AREA
- C = TOTAL COST
- M = ADMISSIONS
- O = TOTAL OPERATING EXPENSES
- P = PAYROLL
- S = GROSS SALES
- T = OTHER
- U = UNITS (EACH)

POLICY NUMBER: GL 509-47-72

COMMERCIAL GENERAL LIABILITY  
CG 00 01 04 13

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes

place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person

or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

#### 4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or

organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials

to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:
  - (1) Any goods or products, other than real

property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: GL 509-47-72

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - PRODUCTS - COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

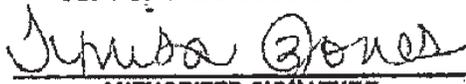
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard".

# EXHIBIT 9

## POLICY CERTIFICATION COVER PAGE

**THIS IS A CERTIFIED TRUE AND CORRECT  
COPY OF THE ORIGINAL POLICY#**

  
**AUTHORIZED SIGNATURE**

To not obstruct the information on the first page of the policy documents, this cover sheet has been inserted as a means to provide the certification stamp.

# POLICY COVER PAGE

Date Printed: 11/30/10  
Time Printed: 000001

Policy/Quote Number: 15972632

Underwriter Name:	VIVIAN CARDAMONE
Issuing Office Division:	0030
Issuing Office Branch:	0034
Issuing Office Region:	
Operator Name:	TONG ,QUA
Operator Telephone:	913-495-4000
Policy Effective Date:	November 15, 2010
Transaction Type:	REN
Set Copy Name:	
Set Copy Mailing Instructions:	

EPS TRACKING- ID: 0001685684000210334  
JOB- ID:

(Ed. 4-99)

*Archive Copy* **INSURED COPY**

**EXCESS CASUALTY, A DIVISION OF CHARTIS**

175 WATER ST  
20th FLOOR  
NEW YORK, NY 10038

Re: COVIDIEN PLC

LORRAINE GRINDALL @  
MARSH USA INC  
99 HIGH STREET  
BOSTON, MA 02110

Commercial Insurance NOW USES RECYCLED PAPER

AH1079

***Archive Copy***

CONFIDENTIAL

AIGINS-MNK00000240

A17



**Umbrella Prime®  
Commercial Umbrella Liability Policy With CrisisResponse®**

**DECLARATIONS**

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- |  |  |
|--|--|
| <input type="checkbox"/> Chartis Property Casualty Company     | <input type="checkbox"/> Illinois National Insurance Company                                 |
| <input type="checkbox"/> American Home Assurance Company       | <input type="checkbox"/> National Union Fire Insurance Company of Louisiana                  |
| <input type="checkbox"/> Chartis Casualty Company              | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> New Hampshire Insurance Company                                     |
| <input type="checkbox"/> Granite State Insurance Company       | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania                  |

(each of the above being a capital stock company)

**Administrative/Mailing Address: 175 Water Street, New York, NY 10038  
Telephone No. 212-458-5000**

**POLICY NUMBER:** 15972632 **RENEWAL OF:** 27471560

**ITEM 1. NAMED INSURED:** COVIDIEN PLC

**MAILING ADDRESS:** 15 HAMPSHIRE STREET  
MANSFIELD, MA 02048

**ITEM 2. POLICY PERIOD:** FROM: November 15, 2011 TO: November 15, 2011  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

**ITEM 3. LIMITS OF INSURANCE**

The Limits of Insurance, subject to the terms of this policy, are:

- |                 |   |
|-----------------|---|
| A. \$50,000,000 | <b>Each Occurrence</b>  |
| B. \$50,000,000 | <b>General Aggregate</b> (in accordance with Section IV. Limits of Insurance)                       |
| C. \$50,000,000 | <b>Products-Completed Operations Aggregate</b> (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000    | <b>CrisisResponse Sublimit of Insurance</b>   |
| E. \$50,000     | <b>Excess Casualty CrisisFund Limit of Insurance</b>  |

**ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance**

**ITEM 5. SELF-INSURED RETENTION - \$7,500,000** **Each Occurrence**

**ITEM 6. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE	NOT APPLICABLE
RATES PER	FLAT
MINIMUM PREMIUM	
ADVANCE PREMIUM	

**ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE**

**PRODUCER NAME:** MARSH USA INC  
**ADDRESS:** 99 HIGH STREET  
BOSTON, MA 02110

Christopher G. Kopser	_____	_____
Authorized Representative or		Date
Countersignature (Where Applicable)		

80518 (11/09)  
AH2698

**Issue Date:** 11/30/10

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**Umbrella Prime®  
Commercial Umbrella Liability Policy With CrisisResponse®**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

**I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY**

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

- 1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
- 2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., no executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.

D. **Bodily Injury or Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII, any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:

1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
  2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or
  3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

## II. INSURING AGREEMENT-CRISISRESPONSE<sup>®</sup> AND EXCESS CASUALTY CRISISFUND<sup>®</sup>

### A. CrisisResponse

We will advance **CrisisResponse Costs** directly to third parties on behalf of the **Named Insured**, regardless of fault, arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **CrisisResponse Sublimit of Insurance**.

### B. Excess Casualty CrisisFund

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Excess Casualty CrisisFund Limit of Insurance**.

- C. A **Crisis Management Event** will first commence at the time during the **Policy Period** when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- D. There will be no **Retained Limit** applicable to **CrisisResponse Costs** or **Crisis Management Loss**.
- E. Any advancement of **CrisisResponse Costs** or payment of **Crisis Management Loss** that we make under the coverage provided by this Section II. will not be a determination of our obligations under this policy, nor create any duty to defend any **Suit** under any other part of this policy.

## III. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or
  2. the damages sought because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** would not be covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**, even if the total applicable limits of either the **Scheduled Underlying Insurance** or any applicable **Other Insurance** had not been exhausted by the payment of **Loss**.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
  2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
    - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
    - b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
    - c. all court costs taxed against the **Insured** in the **Suit**;
    - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest accruing after we make such offer;
    - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
    - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

#### IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
1. **Insureds**;
  2. claims made or **Suits** brought;
  3. persons or organizations making claims or bringing **Suits**; or
  4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. of the Declarations is the most we will pay for all damages under this policy, except for:
1. damages included within the **Products-Completed Operations Hazard**; and
  2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.

- C. The Products-Completed Operations Aggregate Limit stated in Item 3C. of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.
- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
  2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
  2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The **CrisisResponse Sublimit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Sublimit of Insurance** will be part of, not in addition to, the applicable Limit of Insurance.
- J. The **Excess Casualty CrisisFund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **Excess Casualty CrisisFund Limit of Insurance** will be in addition to the applicable Limit of Insurance.
- K. We will have no obligation to advance **CrisisResponse Costs** when we determine that a **Crisis Management Event** has ended or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- L. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- M. We will not make any payment under this policy unless and until:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable, **Other Insurance** have been exhausted by the payment of **Loss**; or

**ENDORSEMENT NO.24**

**This endorsement, effective 12:01 AM:** November 15, 2010

**Forms a part of policy no.:** 15972632

**Issued to:** COVIDIEN PLC

**By:** NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Products-Completed Operations Hazard Claims Made Retained Limit Endorsement**

**NOTICE: THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US WHILE THE COVERAGE IS IN FORCE. PLEASE REVIEW THE ENDORSEMENT CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**TO THE EXTENT ANY PROVISION OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR ANY OF THE POLICY'S OTHER ENDORSEMENTS CONFLICT WITH THE PROVISIONS OF THIS ENDORSEMENT, THE PROVISIONS OF THIS ENDORSEMENT SHALL SUPERSEDE.**

The provisions of this endorsement are limited to **Claims or Suits** seeking damages included within the **Products-Completed Operations Hazard** for all healthcare products, medications, medical devices and pharmaceuticals (except, however, **Claims and Suits** seeking damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants and included within the **Products-Completed Operations Hazard**).

This policy is amended as follows:

**ITEM 2.** of the **Declarations** is amended to include the following additional provisions:

**ITEM 2a. RETROACTIVE DATES:**

- 1/1/1986**      **Mallinckrodt Chemical and Medical**
- 5/31/1986**      **Mallinckrodt Veterinary (but only for specific liabilities for which Mallinckrodt retained responsibility)**
- 12/1/1986**      **Surgical Dynamics, Inc.**
- 2/16/1995**      **J.T. Baker**
- 7/1/1997**      **U.S. Surgical Corp (USSC) - Clinical trials.**

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ENDORSEMENT NO. 24 (Continued)

- 4/6/1999 Sherwood Davis & Geck (SDG) - Clinical Trials
- 11/8/2007 Scandius Biomedical, Inc.
- 6/5/2008 Tissue Science Laboratories, Inc & Tissue Science Laboratories plc
- 3/6/2009 Bacchus Vascular, Inc.
- 6/17/2009 VNUS Medical Technologies Inc.
- 6/17/2009 Power Medical Interventions, Inc.
- 11/6/2009 Aspect Medical Systems, Inc.
- 11/15/2010 Somanetics Corporation
- 11/15/2010 ev3 Inc
- 10/1/2001 All Other Entities Set forth in the Schedule of Designated Entities
- 10/1/2001 All other healthcare products, medications, medical devices and pharmaceuticals manufactured, sold, distributed or handled by any Insured.

Item 2b. CONTINUITY DATE: 10/1/01 or the date of acquisition, whichever is later, except for Surgical Dynamics which has a 12/1/1998 date.

ITEM 5. SELF-INSURED RETENTION of the DECLARATIONS is deleted in its entirety. Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY is amended to include the following additional provisions:

A. We will pay on behalf of the Insured those sums in excess of the Retained Limit that the Insured becomes legally obligated to pay as damages by reason of liability imposed by law because of Bodily Injury or Property Damage to which this insurance applies or because of Bodily Injury or Property Damage to which this insurance applies assumed by the Insured under an Insured Contract .

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

- 1. the Bodily Injury or Property Damage is caused by an Occurrence that takes place anywhere in the world, and the Bodily Injury or Property Damage occurs on or after the Retroactive Date and prior to the end of the Policy Period, and
- 2. a. a Claim for damages because of Bodily Injury or Property Damage is first made in writing against any Insured in accordance with Paragraph C. below during the Policy Period or any Extended Reporting Period we provide and written notice is received by us during the Policy Period or Extended Reporting Period (if applicable), or

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**ENDORSEMENT NO. 24 (Continued)**

- b. written notice of the **Occurrence** is received by us during the **Policy Period** pursuant to **Section VI. Conditions, Paragraph G. Duties in the Event of an Occurrence, Claim or Suit.**
- c. A **Claim** by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - 1. when notice of such **Claim** is received and recorded by any **Insured** in writing and reported to us during the **Policy Period** or any applicable Extended Reporting Period, or
  - 2. when we make settlement in accordance with Paragraph A. above. All **Claims** for damages because of **Bodily Injury** to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**, will be deemed to have been made at the time the first of those **Claims** is made against any **Insured**.
- d. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- e. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

**Section III. DEFENSE PROVISIONS**, Paragraphs A. and B. are deleted in their entireties and Paragraph A. is replaced by the following:

We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when the applicable limits listed in the Schedule of Retained Limits have been exhausted by payment of **Loss** to which this policy applies.

All **Defense Expenses** we incur in the defense of any **Suit** or **Claim** are in addition to our Limits of Insurance. Provided, however, that if **Defense Expenses** are expressly described in the Schedule of Retained Limits to reduce an applicable Retained Limit, then **Defense Expenses** for liability in excess of that Retained Limit will reduce the applicable Limits of Insurance of this policy.

**Section IV. LIMITS OF INSURANCE**, Paragraph G. is deleted in its entirety and replaced by the following

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**ENDORSEMENT NO. 24 (Continued)**

- G. We will be liable only for that portion of damages in excess of the limits listed in the Schedule of Retained Limits and then up to the amount not exceeding the Each Occurrence Limits as stated in the Declarations.

If the Retained Limits listed in the attached Schedule of Retained Limits are reduced or exhausted by payment of one or more claims that would be insured by our policy, we will:

- 1. in the event of reduction, pay in excess of the reduced underlying Retained Limits, or
- 2. in the event of exhaustion of the underlying Retained Limits, continue in force as underlying insurance.

The Retained Limits listed in the attached Schedule of Retained Limits shall apply whether or not the Insured maintains applicable **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the Insured applicable to a loss.

Amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the Insured for payment of the loss may be applied to reduce or exhaust the Retained Limit if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy.

The Retained Limits listed in the attached Schedule of Retained Limits shall not be reduced or exhausted by **Defense Expenses**, unless expressly indicated in the Schedule of Retained Limits.

**Section IV. LIMITS OF INSURANCE**, Paragraph H. is deleted in its entirety and replaced by the following:

All **Defense Expenses** we incur in the defense of any **Suit** or **Claim** are in addition to our Limits of Insurance. Provided, however, that if **Defense Expenses** are expressly described in the Schedule of Retained Limits to reduce an applicable Retained Limit, then **Defense Expenses** for liability in excess of that Retained Limit will reduce the applicable Limits of Insurance of this policy.

**Section V. EXCLUSIONS** is amended to include the following additional exclusions:

**Prior Knowledge**

This insurance does not apply to any **Claim** alleging or arising out of an **Occurrence** committed on or after the Retroactive Date shown above, if any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence**, knew as of the Continuity Date that such **Occurrence** could result in a **Claim**.

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**ENDORSEMENT NO. 24 (Continued)**

**Continuous or Related Acts**

This insurance does not apply to any **Claim** alleging or arising out the same **Occurrence** or series of continuous, repeated or related **Occurrence** or alleging the same or similar facts, alleged or contained in any **Claim** which has been reported, or any **Occurrence** of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.

**Pending or Prior Litigation**

This insurance does not apply to any **Claim** that is prior to or pending as of the Continuity Date, or any **Claim** arising out of or relating to any fact, circumstance, situation or **Occurrence** alleged in such prior or pending **Claim**. **Personal Injury and Advertising Injury**  
This insurance does not apply to **Personal Injury and Advertising Injury**.

**Section V. EXCLUSIONS**, Paragraphs I. and M. are deleted in their entireties.

**Section VI. Conditions** is amended to include the following additional conditions:

**Automatic Extended Reporting Period**

If we or the **Named Insured** cancel, refuse to renew or replace this policy (hereinafter "cancel or non-renew"), the **Named Insured** will have the right following the effective date of such cancellation or non-renewal to a period of thirty (30) days (herein referred to as the Automatic Extended Reporting Period) in which to give written notice to us of **Claims** first made against you during the Automatic Extended Reporting Period for any **Bodily Injury** or **Property Damage** occurring prior to the end of the **Policy Period** and otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to **Claims** that are covered under any subsequent insurance you purchase or is purchased for your benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such **Claims** or is within any applicable retained amount.

The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance or extend the **Policy Period**.

**Optional Extended Reporting Period**

If we or the **Named Insured** will cancel or non-renew this policy, the **Named Insured** will have the right, upon payment of an additional premium of up to two hundred percent (200%) of the full annual premium, to a period of one (1) year following the effective date of such cancellation or non-renewal (herein referred to as the Optional Extended Reporting Period) in which to give written notice to us of **Claims** first made against you during the Optional Extended Reporting Period for any **Bodily Injury** or **Property Damage** occurring prior to the end of the **Policy Period** and otherwise covered by this policy.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**.

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**ENDORSEMENT NO. 24 (Continued)**

The rights contained in this clause will terminate unless the **Named Insured** provides written notice of such election together with the additional premium due to us within thirty (30) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a non renewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not in addition to, the Aggregate Limit of Insurance for the **Policy Period**.

An Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance or extend the Policy Period.

If the **Named Insured** exercises its right purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period will not apply.

**Section VI. Conditions, G. Duties in the Event of an Occurrence, Claim or Suit** , is amended to include the following additional provisions:

1. You must provide us with immediate written notice of any claim, either paid or reserved, for twenty-five percent (25%) or more of the applicable limits of insurance listed in the Schedule of Retained Limits. see to it that we are notified as soon as practicable of an **Occurrence** that is reasonably likely to result in a **Claim** under this policy. To the extent possible, notice should include:
  - a. how, when and where the **Occurrence** took place,
  - b. the names and addresses of any injured persons and any witnesses, and
  - c. the nature and location of any injury arising out of the **Occurrence**.

You must also give us immediate written notice of any injury of the following types:

- a. a fatality,
- b. severe burns,
- c. traumatic brain injury,
- d. dismemberment or amputation,
- e. loss or impairment of eyesight or hearing,
- f. severe scarring,

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**ENDORSEMENT NO. 24 (Continued)**

- g. paralysis,
- h. a sexual assault or battery, including, but not limited to, rape, molestation, or sexual abuse.

**Section VII. DEFINITIONS**, Paragraph Z. is deleted in its entirety and replaced by the following:

**Retained Limit** means the retained limits listed in the Schedule of Retained Limits.

**Section VII. DEFINITIONS** is amended to include the following additional definitions:

**Claim** means a demand for money or **Suit**.

**Defense Expenses** mean payment(s) allocated to the investigation, settlement or defense of a **Claim**, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses,
2. Premiums on bonds to release attachments,
3. Premiums on appeal bonds required by law to appeal any **Claim**,
4. Costs taxed against the **Insured** in any **Claim**,
5. Pre-judgment interest awarded against the **Insured**, and
6. Interest that accrues after entry of judgment.

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional subparagraph:

Any person or organization to whom you become obligated to include as an additional **Insured** under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the coverages and/or Limits of Insurance of this policy.

**Schedule of Designated Entities**

1. Mallinckrodt, Inc.
2. Mallinckrodt Chemical (f/k/a Mallinckrodt Specialty Chemicals Company)
3. Mallinckrodt Baker, Inc. (f/k/a Baker, Inc.)
4. Liebel-Flarsheim Company
5. U.S. Surgical Corporation

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ENDORSEMENT NO. 24 (Continued)

- 6. Sherwood Davis & Geck
- 7. Uni-Patch
- 8. General Surgical Innovations (GSI)
- 9. Innerdyne
- 10. Origin Medsystems
- 11. MIST
- 12. Surgical Dynamics, Inc. (but only with respect to products manufactured or sold prior to July 1, 2002)
- 13. Catalyst Resources, Inc. (subsequently merged into Mallinckrodt Chemical Inc.)
- 14. Tastemaker, Ltd.
- 15. Infrasonics
- 16. J.T. Baker
- 17. Tyco Healthcare, LP,
- 18. Covidien LTD.
- 19. Any other **Insured**, but solely with respect to liability, included within the **Products-Completed Operations Hazard**, arising out of its health care products, medications, medical devices and pharmaceuticals., or
- 20. Any parent corporation of any **Designated Entity** listed in items 1 through 18 above, for its liability arising out of the operations of such **Designated Entity**, subject to all of this policy's terms, definitions, conditions and exclusions of this policy

Schedule of Retained Limits

Designated Coverage	Retained Limit
Liability for Pharmaceutical Products.	\$15,000,000 Each <b>Claim</b> or <b>Suit</b> .
All other liability included within the Products-Completed Operations Hazard, of the entities listed in the Schedule of Designated Entities	\$7,500,000 Each <b>Claim</b> or <b>Suit</b> .

For the purpose of this endorsement, the term " **Pharmaceutical**" shall mean the manufacture, processing, formulation, sale and/or distribution of active pharmaceutical ingredient supplied by Mallinckrodt in either Bulk or Dosage quantities included in Generic Pharmaceuticals, Brand Pharmaceuticals, Contract Manufactured Pharmaceuticals and/or Nuclear Medicine available as either Over the Counter Medication or Prescription Pharmaceuticals intended as curative, palliative, diagnostic or treatment of disease or symptoms.

Pharmaceutical Products includes but is not limited to:

- 1. Active Pharmaceutical Ingredient(s). and/or
- 2. Imaging Products

manufactured, sold and/or distributed for diagnosis and/or treatment of disease, illness or injury.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser  
Authorized Representative  
or countersignature (where required by law)

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