



PRODUCT SUMMARY

Liability Protect

The purpose of this Summary is to help you understand this insurance by setting out the significant features, benefits, limitations and exclusions of the **Policy**.

This Summary does not contain the full terms of the **Policy** and should be read in conjunction with the **Policy** document to obtain a full description of the terms of the insurance, including the **Policy** definitions, and reference should be made to the **Policy** Schedule which also details the cover provided.

Please ensure you take the time to review and update your cover periodically to ensure it remains adequate. Any questions relating to this insurance should be directed to your broker.

Insurer

American International Group UK Limited.

Insured

The person or company that has purchased this insurance.

Purpose of the Policy

Liability Protect provides Employers' Liability, Public & Products Liability and Product Recall insurance in any combination and is suitable for UK business of all sizes and across most sectors, including multinationals.

Liability Protect goes beyond liability insurance offering additional cover and services for AIG customers including Employment Related Accident Benefits (ERAB), Clean Up Costs, RoSPA accredited e-learning in respect of Health & Safety, NCSC Cyber Awareness and Resilience, and Workplace Skills training, and AIG Medical Management Services.

Coverage Items

The **Policy** Schedule details the types of legal liability that can be covered and whether operative, being:

Employers' Liability

Coverage for the **Insured** as employer for injury to their **Employees** in the course of their employment

Cover

- Legal Costs provided "in addition"
- Criminal Legal Expenses Limit GBP5m and provided "in addition"

Extensions

- Court Attendance Costs
- TUPE Extension
- Data Protection Legislation Extension

Exclusions

- No Radioactive Contamination, War or Terrorism restriction

Public and Products Liability

Coverage for the **Insured** in respect of damages and agreed costs for injury or **Property Damage** caused to third parties and arising from the **Insured's Business**.

Cover

- Policy Territory Worldwide
- Canadian Legal Costs "in addition"
- Personal & Advertising Injury
- Criminal Legal Expenses "in addition" and GBP5m Limit for CMCH Act

Extensions

- Court Attendance Costs
- Overseas Personal Liability
- Legionella
- Vendors Liability
- Data Protection Legislation Extension
- Joint Ventures
- Care, Custody & Control (Working on Property)

Optional Extensions

- Asbestos Accidental Discovery
- Products Financial Loss
- USA & Canada Pollution (Time Element)

Multinational Addendum

- DIC, DIL & Global Coverage
- Financial Interest
- Tax Liability
- Residual & Excess Employers' Liability
- Excess Automobile Liability

Additional Provision

- Mixing or Blending

Exclusions

- No Bodily Injury or Property Damage restriction for
 - Advice, Design & Specification for a Fee
 - Electronically Stored Confidential & Personal Information

Product Recall

Coverage for the **Insured** in respect **Product Recall Costs** by the **Insured** or by the **Insured's Product** distributors for which the **Insured** is legally liable for the purpose of executing a **Product Recall**, including reasonable costs incurred to destroy affected **Products**.

- Product Recall Costs including cost for withdrawal, restoring or replacing and Consultants
- Following a withdrawal, recall or Government Recall
- Limit £50,000

Crisis Containment Extension

Providing Crisis Containment coverage for public relations consultancy services to support the **Insured** to professionally handle a **Crisis**. Coverage is triggered by events which could give rise to a claim under this **Policy** and notified using AIG's Crisis Hotline.

- Costs of Specialist Public Relations Consultancy to support a Crisis
- Following a Crisis event that can create bad publicity for the business or that has the potential to have a negative financial impact
- Limit £150,000

Clean-Up Costs

- Clean-up costs following sudden and accidental pollution incidents
- Cover includes statutory debts for instance where emergency clean-up has been conducted by the local regulators
- Following sudden and accidental pollution incidents for operational and new conditions
- Policy Territory EEA
- Limit £2m

General Exclusions

This **Policy** Summary highlights the key exclusions only, as noted below;

- **Sanctions** – the **Policy** will not respond in any way where the **Insurer**, its parent company or its ultimate controlling entity would be exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- **Data Related Liability** – the **Policy** excludes all claims, loss, costs and expenses in respect of data related liability (Cyber), howsoever caused, except for physical **Bodily Injury** and tangible **Property Damage**. Please refer to the **Policy** for details

General Provisions

The **Insured** must:

- make a fair presentation of risk to the **Insurer**
- take all reasonable precautions to prevent injury, loss or damage and maintain all property in good repair and comply with all legal and regulatory obligations to minimise any loss or injury
- Where this insurance policy provides **Employers' Liability** coverage certain information relating to the policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates and employer's reference numbers provided by His Majesty's Revenue and Customs, will be provided to the Employers' Liability Tracing Office (the "ELTO"), and added to an electronic database, (the "Database")

Governing Law

This **Policy** and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales (or, if the **Insured's** address is in Scotland, Scottish law; or if the **Insured's** address is in Northern Ireland, Northern Irish Law).

The parties irrevocably agree that the courts of England and Wales (or, if the **Insured's** address is in Scotland, Scottish law; or if the **Insured's** address is in Northern Ireland, Northern Irish Law) shall have exclusive jurisdiction to settle any such dispute and shall comply with all requirements necessary to give such court jurisdiction.

Geographical Scope

The **Policy Territory** is stated as follows;

- for the purposes of Section 1 (Employers' Liability) **Policy Territory** means:
 - anywhere in the world provided that the Employee's employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; or
 - in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment.
- for the purposes of Section 2 (Public & Products Liability) **Policy Territory** means worldwide, subject to any applicable **Endorsement** or Exclusion to this Policy.

Policy Period

The standard policy duration is 12 months from the inception date, as stated on your Policy schedule.

Cancellation Rights

The **Insured** may cancel this **Policy** by giving sixty (60) days' notice in writing to the **Insurer**. On cancellation, the **Insurer** will refund to the **Insured** the **Premium** for any **Period of Insurance** remaining providing no claims or incidents have been reported subject to the right of the Insurer to retain any **Minimum Premium** stated in the **Policy Schedule**.

The **Insurer** may cancel this **Policy** by giving sixty (60) days' notice to the **Insured** or the **Insured's** broker or insurance advisor. The **Insurer** will refund to the **Insured** the **Premium** for any **Period of Insurance** remaining, providing no claims or incidents have been reported, subject to the right of the Insurer to retain any **Minimum Premium** stated in the **Policy Schedule**.

Claims Conditions

The **Insured** must:

- as soon as the Insured becomes aware of a claim, event, incident, circumstance, **Occurrence** or a potential claim, the **Insured** must immediately use all reasonable endeavours to try to limit the amount of any loss for which the **Insured** can claim under this **Policy**
- as soon as possible report details of such event, incident, circumstance or **Occurrence** to the Insurer in writing;
- immediately notify the Insurer of any impending prosecution, inquest, fatal injury or civil proceedings

The **Insurer** can be contacted Monday to Friday, 9.15am to 5pm (excluding Bank Holidays), as follows:

Write to: Claims Manager, Commercial Lines,
American International Group UK Limited,
The AIG Building, 2-8 Altyre Road,
Croydon, Surrey, CR9 2LG

Call: +44 (0)20 8680 7254

E-mail: ClaimsUK@aig.com

Alternatively, a claim can be made via the **Insurer's** online Incident Notification Report Form, as set out in the Policy.

Complaints

The **Insurer** believes you deserve courteous, fair and prompt service. If there is any occasion when the **Insurer's** service does not meet your expectations, please contact them using the appropriate contact details below, providing the Policy / Claim Number and the name of the **Insured** to help them deal with your comments quickly.

Claims related complaints

Write to: Claims Manager, Commercial Lines,
American International Group UK Limited,
The AIG Building, 2-8 Altyre Road,
Croydon, Surrey, CR9 2LG

Call: +44 (0)20 8680 7254

E-mail: ClaimsUK@aig.com

All other complaints

Write to: Customer Relations Team,
American International Group UK Limited,
The AIG Building, 2-8 Altyre Road,
Croydon, Surrey, CR9 2LG

Call: 0800 012 1301

E-mail: uk.customer.relations@aig.com

Online: www.aig.co.uk/your-feedback

Lines are open Monday to Friday, 9.15am to 5pm (excluding bank holidays).

The Customer Relations Team (CRT) free call number may not be available from outside the United Kingdom – so please call CRT from abroad on +44 (0)20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

The **Insurer** operates a comprehensive complaint process and will do their best to resolve any issue you may have as quickly as possible. On occasions however, the **Insurer** may require up to 8 weeks to provide you with a resolution. The **Insurer** will send you information outlining this process whilst keeping you informed of their progress.

If the **Insurer** is unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. The **Insurer** will provide full details of how to do this when they provide their final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided the **Insurer** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Call: 0800 023 4567 or 0300 123 9123

E-mail: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the FSCS. If the **Insurer** is unable to meet their financial obligations, you may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) 0800 678 1100 or +44 (0)20 7741 4100.

American International Group, Inc. (AIG) is a leading global insurance organization. AIG member companies provide a wide range of property casualty insurance, life insurance, retirement solutions and other financial services to customers in approximately 70 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange. Additional information about AIG can be found at www.aig.com | YouTube: www.youtube.com/aig | Twitter: [@AIGinsurance](https://twitter.com/AIGinsurance) www.twitter.com/AIGinsurance | LinkedIn: www.linkedin.com/company/aig. These references with additional information about AIG have been provided as a convenience, and the information contained on such websites is not incorporated by reference herein. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com. All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Products or services may not be available in all countries and jurisdictions and coverage is subject to underwriting requirements and actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds, and insureds are therefore not protected by such funds.

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CP12.16v3 – Liability Protect