



PRODUCT SUMMARY

Motor Fleet 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 body named as the **Insured** in the policy schedule and the certificate(s) of motor insurance bearing the same Policy number.

Purpose of the policy

Motor Fleet Insurance protects businesses from compensation claims from third parties as a result of a motor accident. These third party claims could be in the form of financial compensation for injury or property damage for a third party. Cover can also be extended to indemnify the insureds vehicle against accidental damage, fire and theft.

Cover Details

Own vehicle damage - loss or damage to insureds' own vehicles.

New for old - replacement of own vehicles less than a year old with 50% or more damage.

Excess - free repair of damaged windscreens windows and sunroofs.

Personal effects - £250 per person limited to £1000 in the aggregate.

Lost or stolen keys -unlimited costs of replacing affected door, boot and ignition steering locks.

Third Party Liability - covers insured's legal liabilities for injury and property damage.

Medical expenses - Up to £500 per person.

Driver personal accident benefits for injured drivers.

Legal Expenses Insurance - optional whiplash reform ready policy providing cover up to £100,000 per vehicle legal protection costs.

Crisis Containment Consultancy costs to mitigate a potential company crisis after an accident.

General Exclusions

The following exclusions are applicable to the **Insured** in respect of the whole **Policy**. The **Insurer** does not cover the **Insured** under this **Policy** for the following conditions:

Use

whilst the **Insured Vehicle** is being:

- (a) used or driven:
 - (i) other than in accordance with the terms of the **Certificate of Motor Insurance**. However, this Exclusion shall not apply when the Insured Vehicle is in the custody or control of a member of the motor trade for the purpose of and while being used for testing, overhaul, upkeep or repair; or
 - (ii) by any person without the **Insured's** permission; or
- (b) driven by or is in the charge of any person for the purposes of being driven who:
 - (i) does not hold a valid licence to drive the **Insured Vehicle**; or
 - (ii) is disqualified from driving; or
 - (iii) is not complying with the terms and conditions of their licence,but this Exclusion shall not apply when a licence is not required by local law; or
- (c) used or driven outside of the **Territorial Limits**.

Loss of use

for any liability to pay compensation incurred by the **Insured** as a result of the **Insured** not being able to use the **Insured Vehicle**. For the avoidance of doubt this includes any motor vehicle hire costs unless specifically stated to the contrary within this **Policy**.

Contractual agreement

for any liability assumed by the Insured, which attaches by virtue of an agreement and which would not have attached in the absence of such agreement, except where such liability attaches in accordance with Extension F1.2.3 (f) of **Section F1: Liability to Third Parties**.

Nuclear and radioactive contamination

for any loss, damage or liability directly or indirectly caused by, arising from or in connection with:

- (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

War

for any liability as a consequence of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power except in so far as is necessary to meet the requirements of any road traffic legislation.

Fines and penalties

in respect of liquidated damages, civil or criminal fines or penalties.

Pollution

for any loss, damage or liability directly or indirectly caused by, arising from or in connection with **Pollution** unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the

Period of Insurance.

Notwithstanding the above, this Exclusion shall not apply where such cover is required to be covered by the **Road Traffic Acts** or any other legislation applicable to motor insurance.

General Conditions

The following conditions and provisions are applicable to the **Insured** in respect of the whole **Policy**.

Duty of Disclosure

Fair presentation

Prior to the inception date of this **Policy** the Insured will make a fair presentation of the risk to be insured under this **Policy**. A fair presentation of the risk is one:

- (a) which discloses every material circumstance that the **Information Holders** know or ought to know; or failing that, disclosure which gives the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.
For the purposes of this clause the **Information Holders** ought to know that what should reasonably have been revealed by a reasonable search of information available to the **Insured**, including information held by the **Insured's** agents; and an **Information Holder** is deemed to know any circumstance which he suspected, and would have known but for deliberately refraining from confirming or enquiring about it; and
- (b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (c) in which every material representation:
 - (i) as to a matter of fact, is substantially correct; and
 - (ii) as to a matter of expectation or belief, is made in good faith.

Remedies for breach of duty

If the **Insured** breaches its duty to make a fair presentation under sub-clause C1.1 and, but for the breach, the **Insurer**:

- (a) would not have entered into this **Policy**; or
- (b) would have done so only on different terms,
the **Insurer** will have remedies as against the **Insured** as follows:
 - (c) The **Insurer** may avoid this **Policy** and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the **Insurer** may retain the **Premium** paid; or
 - (ii) but for the breach the **Insurer** would not have entered into this **Policy** on any terms, in which event the **Insurer** shall return the **Premium**.
 - (d) In all other cases:
 - (i) where the **Insurer** would have charged more **Premium**, any amounts payable by the Insurer will be scaled down to the ratio that the **Premium** actually charged bears to the premium that the **Insurer** would have charged to assume that risk; and in addition
 - (ii) where the **Insurer** would have written the risk on different terms (other than in relation to premium), this **Policy** is to be treated as if it had been entered into on those terms. The **Insured** should note that this could result in a claim not being paid.

Reasonable care

The **Insured** must take all reasonable precautions to prevent injury, loss or damage and maintain all **Insured Vehicles** in good repair and comply with all legal and regulatory obligations to minimise any loss or injury.

The **Insurer** shall be entitled to examine any **Insured Vehicle** at any time, and without prior notice where deemed necessary. In all other circumstances the **Insurer** will use all reasonable endeavours to give the **Insured** reasonable notice of any intended examination.

The Insured shall provide the **Insurer** with all reasonable co-operation and assistance as may be required, including but not limited to access to any such **Insured Vehicle**.

Any failure by the **Insured** to comply with this condition will mean that the **Insurer** can refuse to pay all relevant claims, where not required to do so by law.

Governing law and jurisdiction

This **Policy** will be governed by English Law. **We** and the Insured agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless the Insured resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the Insured and Us before the Period of Insurance commences.

The terms and conditions of this Policy will only be available in English and all communications relating to this Policy will be in English.

Limits of indemnity

The **Limits of Indemnity** under this **Policy** are detailed in the **Schedule**.

If there is more than one **Insured** covered by this **Policy** or in a **Section**, the applicable **Limits of Indemnity** will apply to all of the **Insureds**.

A claim by one **Insured** will reduce the available **Limits of Indemnity** for each **Insured**. It is the responsibility of the **Insured** to ensure that any party participating as an **Insured** under this **Policy** agrees to observe, fulfil and comply with the terms and conditions of this **Policy** as far as is practicable to do so.

A claim by a party, other than the **Insured**, shall prohibit the same claim being made by the **Insured** or vice versa. The total amount of indemnity under this **Policy** shall not exceed the **Limits of Indemnity** specified in the **Schedule**. All claims will reduce the **Limits of Indemnity** regardless of who brings them.

Notification of changes

Prior to the start of any **Period of Insurance**, the **Insured** will provide a declaration of all **Insured Vehicles** (including temporary additional vehicles and **Specified Trailers**) to be covered by this **Policy**.

At the end of each **Period of Insurance**, the **Insured** shall provide a further declaration of all the **Insured Vehicles** (including temporary additional vehicles and **Specified Trailers**) covered by this insurance during the **Period of Insurance**. The **Insurer** shall adjust the **Premium** as agreed in respect of this declaration.

The **Insurer** reserves the right to withhold return **Premiums** for **Insured Vehicles** which are removed from cover during the **Period of Insurance** if those **Insured Vehicles** have been involved in an accident or reported claim during the same **Period of Insurance**.

Alteration of risk (all sections other than Section E: Crisis Containment)

This **Policy** will apply automatically to all of the **Insured's** activities established, created, acquired or disposed of (including premises) during the **Period of Insurance** but the **Insured** will notify the **Insurer** within thirty (30) days of those alterations that represent a material change to the nature of the **Business**. For all other changes the **Insured** will notify the **Insurer** as soon as possible.

Where the alteration represents a change to the **Business** or any **Material Information** already provided, the **Insurer** reserves the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

Alteration of risk (Section F5: Crisis Containment only)

If during the **Period of Insurance**:

- (a) the **Insured** consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (b) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the **Insured**, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "transaction"), then **Section F5: Crisis Containment** is amended so as to apply only to a **Crisis** first commencing prior to the effective date of the transaction.

The **Insured** shall give the **Insurer** written notice of the transaction as soon as practicable but not later than 30 days after the effective date of the transaction.

Cancellation

The **Insurer** may cancel this **Policy** by giving 30 days written notice by recorded delivery to the **Insured** (and/or any other authority required by law) at their last known address.

The **Insured** shall be entitled to a pro rata return of **Premium** in respect of the unexpired portion of the **Period of Insurance** provided that no claims or incidents have been reported during that **Period of Insurance**.

The **Insured** may cancel this **Policy** at any time by giving 30 days written notice to the **Insurer**.

If the **Premium** has been paid in full, the **Insured** shall be entitled to a return of **Premium** using the **Insurer's** short period rates shown in Table 1 below. However, in the event that any claim or incident has been reported or is in the process of being reported to the **Insurer** during the **Period of Insurance** there will be no return of **Premium**.

Table 1 – Short period rates

Period of cover up to	Proportion of annual Premium to be returned to the Insured
1 month	75%
2 months	67%
3 months	58%
4 months	50%
5 months	42%
6 months	33%
7 months	25%
8 months	17%
9 months	8%
10 months	Nil
11 months	Nil
12 months	Nil

In all the aforementioned circumstances, any cancellation return of **Premium** will be calculated from the date written notice is received subject to the notice periods stated above.

Assignment

Neither this **Policy** nor any right hereunder may be assigned without the written consent of the **Insurer** and such consent is endorsed hereon.

Avoidance of certain terms and right of recovery

Nothing in this **Policy** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of third party liability.

However, the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

Road traffic act law

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of the relevant law in:

- (a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; and
- (b) any member country of the European Union; and
- (c) all other countries which have made agreement which correspond to the conditions of insurance of the Commissions of the European Union and which are approved by it.

Complaints Procedure

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Claims related complaints:

Motor Claims Manager

American International Group UK Limited,
The AIG Building, 2-8 Altyre Road,
Croydon CR9 2LG

Telephone: +44 (0)345 266 0575

Email: UKMotorComplaints@aig.com

Lines are open Monday to Friday 9am – 5pm, excluding public holidays]

All other complaints:

Customer Relations Team

American International Group UK Limited,
The AIG Building, 2-8 Altyre Road,
Croydon CR9 2LG

Telephone: 0800 012 1301 or

+44 (0) 208 649 6666 (if calling from overseas)

Email: uk.customer.relations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding public holidays

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The Financial Ombudsman Service may not be able to consider a complaint if the complainant:

- has not provided us with the opportunity to resolve the complaint, or
- is a business with more than 10 employees and a group annual turnover of more than EUR 2 million; or
- is a trustee of a trust with a net asset value of more than GBP 1 million; or
- is a charity with an annual income of more than GBP 1 million.

The Financial Ombudsman Service can be contacted as follows:

In writing:

Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

If you wish to complain about an insurance policy purchased online, you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your right to take legal action. Calls may be recorded for quality, training and monitoring purposes.

G3 The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations, **You** may be entitled to compensation from the scheme, depending on whether You are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling +44 (0)20 7741 4100 or +44 (0)800 678 1100.

Contracts (Rights of Third Parties) Act

Only the **Insured**, an **Insured Person** (or their executor or legal representative in the event of the death of an **Insured Person**) and **Us** may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

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 8070 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](https://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 into this press release.

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