



PRODUCT SUMMARY

Crisis Protect

Contaminated Products

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 company that has purchased this insurance.

Purpose of the Policy

Contaminated Products Insurance is suitable for UK business of all sizes and across most food, beverage and topical product manufacturers. Recall costs include money spent to physically withdraw the product from the shelves, from customers, from warehousing or other distribution channels. Also transportation costs, advertising, overtime, hiring additional staff or storage space, and disposal or destruction costs. Recall costs passed on from retailers which the policyholder is liable for are also covered plus a £50,000 sub-limit for Retailers' fees and distribution costs. The policy provides coverage on a global basis and runs for a 12 month period.

Coverage Items

Cover is triggered by:

- **Accidental Contamination** – Any accidental or unintentional contamination, impairment or mislabelling of the Insured's product which occurs during or as a result of its production, preparation, manufacture, packaging or distribution; provided that the use or consumption of such product has resulted in or would result in a manifestation of bodily injury, sickness, disease or death of any person within 120 days or by extension to 365 days after consumption or has caused or would cause physical damage to (or destruction of) tangible property
- **Malicious Tampering** – Any actual, alleged or threatened, intentional, malicious and wrongful alteration or contamination of the Insured's product so as to render it unfit or dangerous for use or consumption or to create such impression to the public, whether caused by employees or not
- **Extortion Monies** – Any threat to commit a Malicious Tampering for the purpose of demanding monies

Cover Includes:

- Recall costs
- Business interruption (lost gross profit)
- Rehabilitation costs, sublimited to 25% of the total limit of liability of the policy
- Consultancy costs in addition to the limit of indemnity

Optional Cover

- **Government Recall** – where a food safety recall is ordered by public or governmental authorities
- **Adverse Publicity** – where an actual or alleged Accidental Contamination of the Insured's products is reported in the media*
*media does not include opinions, allegations, speculation in internet or social media blogs/vlogs etc.

General Exclusions

This policy summary highlights the key exclusions only as noted below. Please refer to the full policy.

- Any Accidental Contamination or Malicious Tampering of a product of a competitor similar to an Insured Product(s)
- Any illegal act of any of the Insured's directors, officers or trustees
- Any injury, damage, or claim made by a third party arising out of or in connection with the use or consumption of the Insured Product(s). This includes any defence costs related to a third party lawsuit
- Intentional violation by the Insured of any governmental regulation in connection with the manufacture, sale, or distribution of any Insured Product(s) or from the use of materials or substances in the manufacturing process which have been banned or declared unsafe by any governmental entity
- Failure by any party other than the Insured to adhere to procedure prescribed by the Insured regarding the storage, consumption, or use of an Insured Product(s). This exclusion only applies to Insured Event - Accidental Contamination
- Any Accidental Contamination arising out of:
 - (i) Bioengineering, genetic engineering or genetic modification of any Insured Product(s); or
 - (ii) Hormone treatment of any Insured Product(s); or
 - (iii) Irradiation of any Insured Product(s); or
 - (iv) Transmissible Spongiform Encephalopathies (TSE)
- Any Accidental Contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects
- 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

General Provisions

The Insured must make a fair presentation of risk to the Insurer.

Governing Law

The construction, validity and performance of this policy will be governed by the laws of England and Wales.

Policy Period

The cover starts on the date shown on the Policy Schedule and ceases in accordance with Period of Insurance noted in the schedule.

Cancellation Rights

This policy may be cancelled by the Insured by the surrender of this policy to the Insurer or by giving ten (10) days advance written notice to the Insurer, stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by delivering to the Insured or by mailing to the Insured by registered or certified mail, at the Insured's address, written notice stating when, not less than one hundred and twenty (120) days thereafter, the cancellation will be effective, except in the case of cancellation for non-payment of premium by the Insured, in which case the Insurer will provide at least ten (10) days written notice. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice.

If this policy is cancelled by the Insured, the Insurer will retain the short rate portion of the premium hereon. If this policy is cancelled by the Insurer, the Insurer will retain the pro-rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer will not be a condition precedent to the effectiveness of cancellation, but such payment will be made as soon as practicable.

Claims Conditions

The Insured will make every reasonable effort to:

- (i) determine whether an Insured Event has actually occurred; and
- (ii) give immediate oral notice and written notice (as per notification procedures outlined in the policy) to the Insurer with periodic and timely updates concurrent with activity occurring during the incident; and if it appears to be in the best interest of the Insured or to be required by law, notify law enforcement authorities or any other governmental agencies having jurisdiction over the matter.

The Insurer can be contacted as follows:

Write to: Contingency Claims Manager, American International Group UK Limited, PO Box 3465, Croydon, CR90 9AG

Email: ukcasualtycrisis@aig.com

Alternatively, an incident / claim can be made via the Insurer's Crisis Centre Hotline 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, PO Box 3465, Croydon, CR90 9AG

Call: +44 (0)20 8680 7254

Email: ClaimsUK@aig.com

All other complaints:

Write to: Customer Relations Team, American International Group UK Limited, PO Box 3465, Croydon, CR90 9AG

Call: 0800 012 1301

Email: 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: The Financial Ombudsman Service, Exchange Tower, London E15 9SR

Call: 0800 023 4567 or 0300 123 9123

Email: 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

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