



## PRODUCT SUMMARY

# Excess 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

Excess Protect provides Excess Employers' Liability, Excess Public & Products Liability and Excess Motor Liability (Third Party Property Damage) insurance in any combination and is suitable for UK business of all sizes and across most sectors, including multinationals.

Excess Protect goes beyond liability insurance offering additional cover and services for AIG customers in excess of those limits of indemnity provided in specified primary and other underlying policies.

This **Policy** provides **Follow Form Coverage** in accordance with that provided in the specified **Primary Policy**, except where more specific terms are stated in the **Policy** (or by endorsement).

### Coverage Items

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

- **Excess Employers' Liability** – coverage for the **Insured** as employer for injury to their employees in the course of their employment
- **Excess 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 during business
- **Excess Motor Liability (Third Party Property Damage)** – coverage for the **Insured** in respect of damages and agreed costs for property damage caused to third parties arising from the use of any mechanically propelled vehicle in the course of business and where the **Insured** is legally responsible for arranging insurance
- **Crisis Containment Extension** – providing Crisis Containment coverage for public relations consultancy services up to £100,000 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

### General Exclusions

The **Policy** will follow those Exclusions contained in the **Primary Policy** and any additional Exclusions applied to this **Policy** (or by endorsement). 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, 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** in addition to that made in respect of **Primary** and other **Underlying Policies**
- maintain in force, the **Primary** and other **Underlying Policies** and request prior acceptance from the **Insurer** of any change to terms and conditions therein

### 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

As this **Policy** is on a **Follow Form** basis, the geographical scope is in accordance with the **Primary Policy**.

## Policy Period

The cover starts on the date shown on the **Policy** Schedule and ceases in accordance with **Period of Insurance** noted in the **Primary** and **Underlying Policies**.

## 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:

- obtain prior written consent from the **Insurer** before agreeing to any costs or to any settlement under the **Policy**
- notify the **Insurer**, as soon as possible, should any event, incident, circumstance or occurrence arise which may result in a **Loss** exceeding 50% of the limit of indemnity of the **Primary** and **Underlying Policies**

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, PO Box 3465, Croydon, CR90 9AG

**Call:** +44 (0)20 8680 7254

**Email:** 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, 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](http://www.fscs.org.uk) or call (freephone) 0800 678 1100 or +44 (0)20 7741 4100

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