

PRODUCT PROFILE

EIL Protect

EnviroPro UK



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

Environmental liabilities present a growing risk to businesses. Heightened levels of public awareness and developing environmental regulation have made businesses more responsible for environmental damage. Commercial insurance policies often exclude losses from gradual pollution releases and biodiversity damage. Unlike EnviroPro UK, AIG have been developing innovative environmental insurance programs for over 10 years and EnviroPro UK is continuing evidence of our commitment to addressing our clients' changing market needs.

Target Market

- Manufacturing and Industrial facilities
- Bulk storage and warehouses facilities
- Waste treatment and disposal facilities
- Commercial sites, including hospitals, shopping centres, laboratories, hotels, and housing developments.
- National or multinational companies

Principal Exclusions

- Fines and Penalties
- Material Change in Use
- International Non-Compliance
- Prior Knowledge

Underwriting Capacity

We can provide maximum limits up to £40 million for EnviroPro UK

Covers

- Biodiversity Damage
- Defence and assessment costs
- Mitigation costs to prevent the worsening of a pollution incident
- Loss arising from Gradual, as well as, Sudden and Accidental pollution conditions
- Clean-up Costs (on-site and off-site) including the repair/rebuilding costs to first party property damaged during clean-up
- Third Party Bodily Injury and Third Party Property Damage resulting from a pollution condition
- Cover operational and new pollution conditions only

Optional Covers

- First party Business Interruption losses resulting from a pollution condition
- Transportation related environmental liabilities
- Contractor Operations-related risks, includes work completed by subcontractors

General Exclusions

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

- **Asbestos and Lead**

Arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. This exclusion does not apply to **Clean-Up Costs** for the remediation of soil or groundwater.

- **Fines and Penalties**

Arising out of fines, penalties (civil or criminal), liquidated, punitive, aggravated or exemplary damages, taxes, non-pecuniary relief or any matter which is uninsurable under law.

- **Intentional Non-Compliance**

Arising from any **Responsible Insured's** intentional, wilful act or omission, or any deliberate non-compliance with any **Environmental Laws**, statute, statutory instrument, by-law, regulation, guidance or standard having the force of law or notice of violation, notice letter, executive order, or instruction of any governmental or statutory agency or body.

- **Products**

Arising from the **Insured's Products**.

- **Voluntary Redevelopment and Investigation**

Arising either directly or indirectly from (i) any voluntary investigation or (ii) excavation or movement of any ground material (including, but not limited to surface soils and subsurface soils) from any construction, redevelopment, or refurbishment, in both cases completed on or at the **Insured's** owned or leased property for, by or with the permission of the **Insured**. For the avoidance of doubt, this exclusion does not apply to routine maintenance or landscaping of the **Insured's** owned or leased property.

General Provisions

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

Governing Law

This Policy shall be governed and interpreted in accordance with the Laws of England and Wales. Any dispute or difference arising under or in respect of this Policy shall be subject to and determined within the exclusive jurisdiction of the courts of England and Wales. The Insurer and the **Insured** agree that all of the provisions of the Insurance Act 2015 shall apply from the **Inception Date** of this 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 schedule. Typically periods range from annual to three years.

Geographical Scope

Worldwide

Cancellation Rights

This Policy may be cancelled by the **Policyholder** by surrender to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Insurer only for the reasons stated below by mailing to the **Insured** at the address shown in the Policy, written notice stating when not less than thirty (30) days (10 days for non-payment of Premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be in accordance with Paragraph 2 above.

In addition to the rights of the Insurer to cancel the Policy in clause 4.2 and 4.6, the Insurer may cancel this Policy for the **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or deductible when due.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Policyholder** cancels, premium shall be earned as follows:

1. In the event of cancellation within the first three months of the **Policy Period** 50% of the premium will have been earned.
2. In the event of cancellation during the remainder of the **Policy Period**, the remaining 50% of unearned premium will be earned pro-rata.

If the Insurer cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Claims Conditions

The **Policyholder** shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of any **Loss** or **Claim** first made against the **Insured** as soon as practicable and during the **Policy Period** or **Extended Reporting Period** if applicable.

Complaints

We believe you deserve a 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 and provide the Policy/Claim Number and the name of the **Policyholder/Insured** to help us deal with your comments quicker.

Claims related complaints

Write to: Claims Manager
American International Group UK Limited,
PO Box 3465,
Croydon, CR9 9AG
Call: +44 (0)20 8681 2556
E-mail: uk.customer.relations@aig.com
Online: www.aig.co.uk/your-feedback

All other complaints

Write to: Customer Relations Unit,
American International Group UK Limited,
PO Box 3465,
Croydon, CR9 9AG
Call: +44 (0)20 8649 6666

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 (FOS) 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 FOS will not consider a complaint if you:

- have not provided us with the opportunity to resolve it; or
- are a business with more than 10 employees and a group annual turnover of more than €2 million; or
- are a trustee of a trust with a net asset value of more than £1 million; or
- are a charity with an annual income of more than £1 million.

The Financial Ombudsman Service can be contacted at:

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

Call: 08000 234 567 (free for people phoning
from a "fixed line", i.e. a landline at home)
0300 1239 123 (free for mobile-phone users who pay a
monthly charge for calls to numbers starting 01 or 02)

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

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

Financial Service Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street
London, EC3A 7QU

Telephone: 0800 678 1100 or 0207 741 4100

E-mail: enquiries@fscs.org.uk



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Broker Facts

Environmental damage

EnviroPro UK covers provisions of the 2009 Environmental Damage Regulations, including liability for damage to biodiversity and other new provisions such as complementary and compensatory remediation.

Gradual pollution

EnviroPro UK covers liabilities for gradual pollution (often excluded by general liability policies) as well as sudden and accidental pollution.

Third party liability for bodily injury and property damage

EnviroPro UK covers third party liability for bodily injury and property damage arising from pollution.

Clean up costs including 'Bartoline' debts

EnviroPro UK covers the costs of cleaning up pollution on clients' own properties and also covers the costs of any necessary clean-up works on site.

Business interruption expenses

EnviroPro UK direct expenses arising from an interruption to an insured's business caused by pollution (such as additional overtime costs, temporary storage or office space).

Mitigation costs

EnviroPro UK covers the costs of urgent action required to avoid or minimise the effects of pollution on business's own property or on neighbouring land.

Transportation

EnviroPro UK covers pollution caused by transportation to and from the Insured's facilities.

Streamlined administration

For operation or new pollution conditions coverage we offer a simple, streamlined quote and bind process based on information about the operations and activities of the sites, the standard of environmental management and the activities in the surrounding environment.

Tailored underwriting for complex risks

For complex risks and multinational enterprises we offer tailored underwriting for insured's specific and unique needs. This may include: cover for losses from unknown pre-existing pollution conditions, multiyear policies, local country policy wordings, conventional or non-conventional insurance, reinsurance and captive support.