

## PRODUCT PROFILE

ELL Protect

# Contractors Pollution Liability



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

Contractors Pollution Liability (CPL UK) provides comprehensive protection for contractors, site owners and developers against pollution releases, whether sudden & accidental or gradual, caused by new pollution conditions or the exacerbation of existing pollution conditions. Coverage is available worldwide, can be tailored to meet individual needs as well as any special insurance requirements, and may be an owner controlled program or held directly by the contractor.

### Target Market

- Construction Companies
- Facilities Management Companies
- Development Companies & Housebuilders
- Demolition Contractors
- Local Government
- Remediation Contractors
- Brownfield Developers
- Any entity controlling a construction project

### Key Exclusions

- Fines and penalties
- Intentional non compliance

### Underwriting Capacity

We can provide maximum limits up to £40 million or \$50 million

### Cover

Our flexible CPL policy features the following covers:

- Clean-Up Costs
- Bodily Injury & Property Damage
- Environmental Damage
- Nuisance Claims
- Defence Costs
- Mitigation Expenses
- Additional Specific Covers Available:
  - Contract specific or annual cover
  - Multi-year policy terms
  - Claims made or occurrence wording
- Prior acts cover available if insured has been continuously covered on a claims made basis
- Completed operations
- Non-pollution biodiversity damage

## General Exclusions

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

- **Pollution Conditions not related to Covered Operations**

Any **Claim** based upon or arising out of **Pollution Conditions** existing prior to the **Retroactive Date** of this Policy. For the avoidance of doubt, this exclusion does not apply to the unintended or unexpected exacerbation of **Pollution Conditions** existing prior to the **Retroactive Date** as a result of **Covered Operations**.

- **Intentional Non-Compliance**

Any **Claim** based upon or arising out of any **Insured's** intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

- **Products**

Any **Claim** based upon or arising out of goods, products, or pieces of equipment, including component parts thereof and including other products in which such goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the **Insured**, any subsidiary of the **Insured**, any entity which wholly or partly owns, operates or manages the Insured or any subsidiary of such entity, or any person under license from the **Insured**.

- **Fines and Penalties**

Any **Claim** based upon or 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 the laws of England and Wales.

- **Radioactivity**

Any **Claim** based upon or arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter.

- **Professional Services**

Any **Claim** based upon or arising out of professional services performed or rendered by, or on behalf of, the **Policyholder**, including but not limited to, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance equipment selection, and supervisory, inspection or engineering service. This exclusion does not apply to any **Claims** alleging liability against the **Policyholder** on the basis of improper supervision or lack of supervision of any sub-contractors performing **Covered Operations**.

## General Provisions

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

## Jurisdiction and Governing Law

This Policy shall be governed and interpreted in accordance with the Laws of England and Wales. Any dispute or difference arising under on 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. Depending on if the risk is project based or practise based, policy periods can range from annual to 7 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 **Policyholder** 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 Section 6 of this Policy.

In addition to the rights of the Insurer to cancel the Policy in clause 5.2 and 5.6, 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**. Delivery of such written notice either by the **Policyholder** or by the Insurer shall be equivalent to mailing. If either the **Policyholder** or 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 Condition

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,  
2-8 Altyre Road,  
Croydon, CR9 2LG  
Call: +44 (0)20 8681 2556  
E-mail: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)  
Online: [www.aig.co.uk/your-feedback](http://www.aig.co.uk/your-feedback)

### All other complaints

Write to: Customer Relations Unit,  
American International Group UK Limited,  
2-8 Altyre Road,  
Croydon, CR9 2LG  
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](mailto: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](mailto:enquiries@fscs.org.uk)

## Broker Facts

### Construction Industry

The Environment Agency reported that the Construction Industry is responsible for nearly a third of all industry-related pollution incidents in the U.K and according to Sustainable Build more water pollution incidents than any other industry.

### Environmental Damage

CPL UK covers provisions of the Environmental Damage Regulation 2009, including liability for damage to biodiversity and other new provisions such as complementary and compensatory remediation resulting from the covered operations.

### Gradual Pollution

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

### Third Party Liability for bodily injury and property damage

CPL UK covers third party liability for bodily injury and property damage arising from pollution conditions resulting from the covered operations.

### Nuisance Claims

CPL UK covers claims arising from statutory, public or common law nuisance resulting from the covered operations.

### Clean-up Costs

CPL UK covers the costs of cleaning up pollution resulting from the covered operations.

### Mitigation Expenses

CPL UK covers the costs of urgent action required to avoid or minimise the effects of pollution.

### Bespoke Wording to meet Contractual Requirements

For complex risks and to meet contractual requirements, AIG take a flexible approach to ensure the client's needs are met.

