

## PRODUCT PROFILE

ELL Protect

# Pollution Legal 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

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, pre-existing or new. The PLL policy enables companies to protect against costs of clean-up, bodily injury and third-party property damage, by providing an insurance policy allowing the insured to design a programme suitable for their pollution insurance needs.

### Target Market

- Manufacturing and industrial facilities
- Owners of property portfolios
- Developers, buyers, sellers and owners of contaminated land (including companies undertaking mergers or acquisitions)
- Company investors and potential polluters.

### Key Exclusions

- Fines and penalties
- Material change in use
- Prior knowledge
- Intentional non compliance
- Identified Underground Storage Tanks
- Known pollution conditions

### Underwriting Capacity

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

### Select Cover

Our flexible PLL policy features the following cover choices:

- New pollution conditions
- Unknown pre-existing conditions
- On and off-site clean-up costs
- On and off-site third party liability (bodily injury and property damage)
- First party business interruption
- Restoration or remediation of environmental damage
- Defence and assessment of claims
- Transported cargo

### Additional Specific Covers Available:

- Third party Waste Disposal sites
- Multi-year policy terms
- Non-pollution environmental damage

## 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 or wilful act or omission, resulting in 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**.

- **Microbial Matter**

Arising from **Microbial Matter** in, on or within any building or other structure. This exclusion does not apply to **Clean-Up Costs** for the remediation of soil and groundwater.

- **Voluntary Site Investigation**

Arising from any voluntary environmental investigation that is not required by **Environmental Laws** including, but not limited to, intrusive investigations or the taking or testing of soil and/or water samples from any of the **Insured Property(s)** for the purposes of discovering **Pollution Conditions** or **Environmental Damage**.

- **Redevelopment**

Arising either directly or indirectly from the excavation or movement of any ground material (including, but not limited to, surface soils and subsurface soils) on or at the **Insured Property**.

## General Provisions

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

## Governing Law and Arbitration

This Policy shall be governed and interpreted in accordance with the Laws of England and Wales (or Scotland where the head office of the **Policyholder** is in Scotland). 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 five years.

## Geographical Scope

Worldwide

## Cancellation

This Policy may be cancelled by the **Policyholder** by surrender to the Insurer or any of its authorised 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.

In addition to the rights of the Insurer to cancel the Policy in clause 4.2 and 4.8, 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**.

In the event of cancellation by the **Policyholder**, the premium will be earned 100% on inception of the **Policy Period** and no premium shall be returned. 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.

## 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.

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)



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## Broker Facts

### Pre-Existing Pollution

PLL covers pre-existing pollution conditions, this can be both on or under the owned property as well as having migrated to a third party site.

### Environmental Damage

PLL 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

PLL 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

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

### Nuisance Claims

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

### Clean-up Costs

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

### Mitigation Expenses

PLL 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 client' needs are met.

### M&A

With large areas of both the UK and continental Europe affected by pollution from historical land use, environmental liability is an issue for just about every property transaction. Coverage can be tailored to specific sites and contractual obligations as well as statutory liability.