

# Liability Insurance

## Insurance Product Information Document

Company: AIG Europe S.A.

Product: Liability Policy

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules

**This document provides a summary of cover only. Full details of the cover can be found in the policy wording, policy schedule and endorsements. It is important the policyholder reads these documents carefully.**

### What is this type of insurance?

This is an Employers Liability, Public Liability & Products Liability insurance product depending on selection



#### What is insured?

If Employers Liability is selected:

- ✓ This section provides protection against legal liability for bodily injury to the employees up to the limit of indemnity as shown on the policy schedule, including costs and expenses. The following covers are included:
- ✓ Legal costs and expenses in defending prosecutions under Health and Safety Legislation
- ✓ Court attendance costs - €150 per day for employees & €375 for directors

If Public Liability is selected:

- ✓ This section provides protection against legal liability for bodily injury to third parties and damage to their properties, up to the limit of indemnity as shown on the policy schedule. The following covers are also included:
- ✓ Legal costs and expenses are paid in addition to the limit of indemnity
- ✓ Employee and visitor's personal belongings

If Products Liability is selected:

- ✓ This section provides protection against legal liability for products sold or supplied by the policyholder up to the limit of indemnity shown in the policy schedule



#### What is not insured?

General Exclusions:

- ✗ Nuclear radioactive contamination war and terrorism
- ✗ Fines and penalties
- ✗ Asbestos

Employers Liability Exclusions:

- ✗ Road Traffic Act legislation
- ✗ Offshore work

Public Liability Exclusions:

- ✗ Defective workmanship
- ✗ Custody or control
- ✗ Working on property
- ✗ Vibration removal weakening of support
- ✗ Motor liability
- ✗ Aircraft/ watercraft
- ✗ Unsuitability of berths or moorings
- ✗ Products liability
- ✗ Libel and slander
- ✗ Professional advice

Products Liability Exclusions:

- ✗ Damage to products recall and repair
- ✗ Products guarantee
- ✗ Aircraft hovercraft and watercraft products

#### Additional Exclusions Applicable to Public & Products Liability:

- ✘ Injury to employees
- ✘ Deliberate acts
- ✘ Pollution or contamination unless sudden and accidental



#### Are there any restrictions on cover?

- ! The excess which is shown in the policy schedule
- ! Lower indemnity limits applying to additional covers under the policy will be specified in the policy document or on the policy schedule
- ! The insured will lose all benefits under this policy if any claim is fraudulent in any way or if the insured or anyone acting on the insureds behalf has used any type of fraud relating to this or any other insurance policy



#### Where am I covered?

- ✓ Employers Liability Section:
  - Anywhere in or temporarily outside the Republic of Ireland,
- ✓ Public Liability Section:
  - Anywhere in the territories comprising of the European Union, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
- ✓ Products Liability Section:
  - Anywhere in the world provided always that:
    - a. Policyholder does not temporarily or permanently own or occupy any premises elsewhere other than within the territories comprising of the European Union, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
    - b. We will not be liable in respect of any action for damages brought against the policyholder or any person covered under this policy in a court of law outside those territories comprising of the European Union, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands



#### What are my obligations?

- The answers in any proposal and declaration for this insurance product or any information the policyholder has provided must be true and complete
- The policyholder or any other person on whose behalf indemnity is claimed must observe the terms and conditions of this policy and if they are required to do or comply with terms conditions and provisions the policyholder must do so
- The policyholder must disclose any facts or changes that may affect the risk
- The policyholder must take all reasonable care to prevent death, bodily injury, shock, illness, disease, loss or damage and maintain all vehicles, premises and plant in proper repair and to act in accordance with all statutory obligations and regulations
- The policyholder must immediately make good or remedy any defect or damage, which becomes apparent, or take such additional precautions as circumstances may require
- The policyholder must let us know immediately about any event which may give rise to a claim under the policy with all details we may need and also if they become aware of any prosecution or inquest in connection with the event

- The policyholder must not admit, deny, negotiate or settle a claim without our written permission
- The policyholder must not carry out any alteration or repair as far as practicable until we have investigated
- The policyholder must co-operate fully with us in investigating and handling any claim including sending us all documents, proof, information and any letter or legal summons or similar document we may reasonably require



### **When and how do I pay?**

In order to proceed with policy cover the policyholder must contact their broker in advance of the required cover start date to arrange for the payment of the premium. Payment methods depend on the options available to the policyholder from their broker



### **When does the cover start and end?**

The policy will remain in force for 12 months from the start date (or as otherwise shown in the policy schedule). If the policyholder wishes to renew their policy and we agree to offer renewal of this insurance, the cover start and end date will be for the period stated in the renewal schedule, as long as the policyholder continues to pay their premium



### **How do I cancel the contract?**

This policy may be cancelled by AIG by sending thirty days' notice in writing to the insured or the insured's broker or agent at their last known address