

# Environmental Impairment Liability

Insurance Product Information Document

Company: AIG Europe S. A

Product: Environmental Impairment Liability Insurance 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

## What is this type of insurance?

Environmental Impairment Liability (EIL) provides cover for clean-up costs associated with gradual as well as sudden and accidental pollution incidents. General liability insurance normally covers sudden and accidental events and many times can be even narrower. The benefit of having standalone environmental insurance such as EnviroPro is a broader coverage where both sudden and gradual events are being covered. Gradual pollution can be described as the degradation of the environment over time resulting from pollution releases from the insured's normal operations over time. 90% of pollution incidents are gradual pollution events. Further information can be found in the policy summary and policy documents

### What is insured

- ✓ Clean-Up Costs-Gradual and Sudden & Accidental
- ✓ Bodily Injury & Property Damage
- ✓ Third Party Nuisance Claims
- ✓ Transportation
- ✓ Biodiversity Damage
- ✓ Business Interruption Expense
- ✓ Mitigation Expenses
- ✓ Defence Costs

### Limits

Maximum limits of €25 million are available but limits offered may vary depending on the risk

### What is not insured?



- ✗ Expected or intended loss
- ✗ Intentional non-compliance
- ✗ Fines & penalties
- ✗ Anything sold, supplied, manufactured, constructed, altered, repaired, serviced, treated or distributed by or on behalf of the insured including materials, parts, equipment, containers, packaging or labelling after they have ceased to be in the possession or control of the insured and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof)
- ✗ Any voluntary investigation or excavation or movement of any ground material from any construction, redevelopment, or refurbishment, in both cases completed on or at the insureds owned or leased property for, by or with the permission of the insured.
- ✗ Material misrepresentation



### Are there any restrictions on cover?

- ! The insured must submit all mitigation expense documentation in writing to the Insurer for review and approval. Only those mitigation expenses validated by the insurer as appropriate in their sole discretion shall be reimbursed subject to the limits of liability outlined in this policy.
- ! The insured must provide the insurer with access to any information produced and/or discovered by the insured relating to claims or loss covered under this policy, whether or not deemed by the insured to be relevant to such loss.



### Where am I covered?

This product covers multinational territories with the exception of sanctioned countries. The insurer shall have no liability for claims or loss arising in any countries against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the policy



### What are my obligations?

- You must take reasonable care to prevent claims or loss and maintain the premises, plant and all other business assets in good repair
- You must 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.
- You must take all reasonable steps to avoid or reduce any loss
- The insured has the duty to investigate, remove or remediate pollution conditions or biodiversity damage to the extent required by local environmental laws, by retaining competent professionals or contractors mutually acceptable to the insurer and the insured. The insured shall notify the insurer of all actions and measures taken in this regard.



### When and how do I pay?

Payment of premium will be as per the terms and conditions of the policy. Premium payment will be required within 60 days.



### 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 documents). If you wish to renew your 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 you continue to pay your premium



### How do I cancel the contract?

This Policy may be cancelled 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. 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.