

# Contaminated Products Insurance

Insurance Product Information Document



Company: AIG Europe S.A.

Product: CPI 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 a Contaminated Products Insurance Policy.



## What is insured?

- ✓ The Insurer will reimburse the insured for its loss caused by or resulting from any of the following insured events first discovered during the policy period or up to thirty days after expiry:
- ✓ Accidental contamination – any accidental or unintentional contamination, impairment or mislabelling of an insured product(s) which occurs during or as a result of its production, preparation, manufacture, packaging or distribution
- ✓ Malicious tampering – any actual, alleged or threatened, intentional, malicious, and wrongful alteration or contamination of the insured's product(s), whether or not by an employee of the insured, so as to render it unfit or dangerous for its intended use or consumption or to create such impression to the public
- ✓ Product extortion – any threat or connected series of threats to commit a malicious tampering, for the purpose of demanding ransom monies, communicated to the Insured



## What is not insured?

### General Exclusions:

- ✗ Nuclear, radioactive contamination, war, and terrorism
- ✗ Any accidental contamination or malicious tampering of a product of a competitor similar to an insured product(s)
- ✗ Any accidental contamination arising out of bioengineering, genetic engineering, genetic modification, hormone treatment, irradiation, transmissible spongiform encephalopathies, or carcinogens
- ✗ Deterioration, decomposition, or transformation of the chemical structure of the insured product(s)
- ✗ Changes in population, customer tastes, economic conditions seasonal sales variations or competitive environment
- ✗ Any injury damage or claim made by a third party arising out of or in connection with the use or consumption of the insured product(s)
- ✗ Intentional violation of any governmental regulation in connection with the manufacture, sale, or distribution of any insured product(s) of from the use of materials or substances in the manufacturing process which have been banned or declared unsafe by any governmental entity
- ✗ Any access to or disclosure of confidential or personal information, the loss of, loss of use of or inability to access information on a computer system, any breach if data privacy legislation



## 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 policyholder will lose all benefits under this policy if any claim is fraudulent in any way or if they or anyone acting on their behalf has used any type of fraud relating to this or any other insurance policy



### Where am I covered?

This policy applies anywhere in the world unless specifically limited by the Insurer through endorsement or where prohibited by the laws of the Republic of Ireland and/or the laws of the United Kingdom and/or the USA



### 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 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
- The policyholder must supply BRC/IFSC Report, Recall/Crisis Plan, Business Continuity Plan and HACCP Flowchart



### 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 the Insured by the surrender of the policy to the insurer or by giving ten days advance written notice to the insurer, stating when thereafter such cancellation will be effective