

# General Liability Insurance

Insurance Product Information Document



**Company: AIG Europe S.A., Belgian branch Product: Commercial General Liability Policy**

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This document provides you with an overview of the main points of cover and the specific exclusions of this insurance. This document is neither tailor-made nor based upon your specific needs and the information herein is not exhaustive. You will find all of the detailed information applicable to this insurance in the general and specific terms and conditions of the policy.

## What is this type of insurance?

It is an insurance covering the two following two main parts:

- The Public Liability covers the insured's non-contractual third party liability for damage caused to third parties by people, movable or real property. Said damage is covered if pursuant to losses incurred during the operation of the covered activities; and
- The Third Party Liability covers the insured's contractual and non-contractual third party liability arising from damage caused to third parties by delivered products or by completed operations within the context of the insured activities.

## What is insured?

The Commercial General Liability is a contract that is tailor made based on the needs of the client which will be determined case by case.

### Modular base covers:

#### Public Liability

- ✓ Bodily injury, property damage and consequential financial losses;
- ✓ Private nuisance, sudden, unforeseeable and unintentional environmental damage;
- ✓ Damage caused by sub-contractor;
- ✓ Damage caused by staff on loan or loaned staff;
- ✓ Work-related injury claims;
- ✓ Damage caused by self-propelled machinery and vehicles for which no mandatory vehicle liability insurance is required;

#### Products Liability

- ✓ Bodily injury, property damage and consequential financial losses;

### Optional Covers:

- Public Liability
  - Goods under care, custody and control
  - Pure financial loss;
- Products Liability
  - Pure financial loss;
  - Export USA/Canada;
  - Financial loss consequential to an excluded bodily injury or property damage;
  - First and Third Party Recall;
  - Removal – refitting;
- Legal assistance

## What is not insured?

Are excluded from the policy (both for Public Liability and Products Liability):

- ✗ Damage resulting from gross negligence or intentional damage;
- ✗ Damage resulting from financial transactions;
- ✗ Distinct contractual liability;
- ✗ Damage based on or resulting from the presence, use, dispersion or release of harmful substances such as asbestos, toxic mould, PCB's;
- ✗ Damage caused by electromagnetic fields, nuclear risks, war, terrorism;
- ✗ Fines;
- ✗ Damage caused by Cyber Liability.

## Are there any restrictions on cover?

- ! A deductible of which the amount is determined on a case-by-case basis remains at the expense of the policyholder in case of covered loss.
- ! Damages are only paid up to the limits agreed on a case-by-case basis with the client.



### Where am I covered?

- ✓ Coverage is valid for losses arising anywhere in the world provided that said losses result from acts connected with the activity of the policyholder's business operations located in Luxembourg.
- ✓ The cover under this insurance shall only apply if in compliance with all economic or commercial sanctions imposed by the European Union, the United Nations or the United States of America (including all sanctions imposed by the OFAC).



### What are my obligations?

- When taking out the insurance, make a fair presentation (consistent with reality) of the insured's activities and of the risk;
- Notify the insurer in the event of change in the situation of the insured, among other in terms of activities and risk;
- Take all reasonable precautions to prevent any claim;
- In the event of a claim, notify the insurer as soon as possible in accordance with the conditions laid down in the general terms and conditions and minimize as far as possible the extent of the losses.



### When and how do I pay?

Premium is due on an annual base prior to the contractual due date. Upon request of the insured premiums can also be paid half yearly or per semestre.

Premium must be paid upon presentation of an invoice or upon receipt of a due bill/premium advice note.



### When does the cover start and end?

The cover of the policy will start and end stated in the specific conditions of the policy.



### How do I cancel the contract?

You can terminate the insurance policy at the latest 30 days before the annual premium due date or the annual anniversary date of the policy. Termination is made by sending a registered letter, bailiff service or delivery of a cancellation letter against receipt to AIG Europe, Pleinlaan 11, 1050 Brussel.

The insurer has the right to cancel the contract in the same conditions with 60 days prior notice.