



Crisis Complete (Corporate) 2.1

Policy Wording

VERY IMPORTANT:

Please see Section 4.1 (Notification) for information on how to seek emergency help for an Insured Event or Insured Event Possibility.

Please see Section 3 and the Schedule for the monetary limits to what the Insurer will pay under this policy.

In consideration of the payment of the premium or agreement to pay the premium, the **Insurer** and the **Policyholder** agree as follows:

Section 1 – Insurance Cover

The **Insurer** shall pay on a **Company's** behalf, or reimburse the **Policyholder** for, **Security and Crisis Management Expenses, Response and Recovery Expenses** and **Brand and Reputation Expenses** incurred by a **Company** in connection with:

- (i) an **Insured Event** which commences during the **Policy Period** and within the **Territory**; or
- (ii) the development during the **Policy Period** of a likelihood that an **Insured Event** will arise during the **Policy Period** and within the **Territory**.
- (iii) a **Company's** conclusion reached during the **Policy Period** that there is a clear and imminent danger of an **Insured Event** commencing during the **Policy Period** and within the **Territory**;
- (iv) a **Company's** suspicion formed during the **Policy Period** that an **Insured Event** has commenced during the **Policy Period** and within the **Territory**; or
- (v) an allegation made during the **Policy Period** by a party that is not a **Company** or **Company Person** (other than a **Company Person** who is acting as a whistleblower) that an **Insured Event** has commenced during the **Policy Period** and within the **Territory**,

except that, in connection with a **Cyber Attack** or possibility described in (ii) to (v) above of a **Cyber Attack**, the **Insurer** will only pay **Security and Crisis Management Expenses**, not **Response and Recovery Expenses** and not **Brand and Reputation Expenses**.

Section 2 – Definitions

Words and phrases in **bold** type have the following meanings throughout this policy:

Abduction means the illegal taking away of a **Company Person** by force or subterfuge.

Act of Terrorism means an activity that:

- (i) is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property;
- (ii) is carried out by any person or group, whether acting alone or on behalf of or in connection with any organisation;
- (iii) is intended to:
 - (a) intimidate or coerce a civilian population;
 - (b) disrupt any segment of the economy of a government, state or country;
 - (c) overthrow, influence, or affect the conduct of, any government by intimidation or coercion; or
 - (d) affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking; and
- (iv) causes actual physical damage to **Property** or bodily injury or death to a **Company Person** or prevents **Company Persons** from having access to or from being able to exit from **Property**.

Agent Duty Breach means a breach by a **Company's** agent, or by a person acting on the agent's behalf, of a fiduciary duty (whether or not under a power of attorney) owed to that **Company**, which is committed for the purpose of personal financial gain at the **Company's** expense.

Assault means the robbery of or violent attack on a **Company Person** which directly causes that **Company Person's** death or serious bodily injury and which:

- (i) is not as part of an affray entered into by that **Company Person**;
- (ii) does not take place while that **Company Person** is under the undue influence of alcohol or drugs; and
- (iii) is not provoked by aggressive physical conduct of any **Company Person**.

Blackmail means the demand of money, **Property** or services from a **Company** or a **Company Person** in return for not revealing compromising or injurious material information.

Blockade means the unlawful physical obstruction of transportation routes or access points that impedes the provision of goods and/or services to a **Company's** business operations or inhibits access of **Company Persons** to **Property**.

Brand and Reputation Expenses means:

- (i) the necessary fees and expenses of the **Crisis Communications Adviser** for providing media relations support, including:
 - (a) handling media enquiries;
 - (b) handling press conferences and media briefings;
 - (c) drafting press releases;
 - (d) preparing spokespersons for interview;
 - (e) monitoring media, social media, and internet coverage;
 - (f) monitoring sentiment on social media platforms;
 - (g) responding to adverse online allegations, social media coverage or on-line content; and
 - (h) training **Insured Persons** in crisis communications,for the purpose of mitigating the impact of adverse or negative publicity, media coverage or community sentiment on a **Company** caused by an **Insured Event** or **Insured Event Possibility**; and
- (ii) the following necessarily incurred by a **Company** with the **Insurer's** prior approval to implement specific recommendations of the **Crisis Communications Adviser** for the purpose of mitigating the impact of adverse or negative publicity, media coverage or community sentiment on a **Company** caused by an **Insured Event** or **Insured Event Possibility**:
 - (a) the gross salaries of employees specifically deployed to an **Insured Event** or **Insured Event Possibility** and for up to 60 days following its resolution to assist in the coordination of crisis communications and public relations activity (these are not to exceed the employee's 100% gross salary, including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance);
 - (b) the costs of travel and accommodation of employees specifically deployed to the **Insured Event** or **Insured Event Possibility** to assist in the coordination of crisis communications and public relations activities;
 - (c) the costs of planning, publicising, and hosting community engagement, public relations or media management events; and
 - (d) the costs of temporary employees specifically hired to implement the recommendations for the duration of the **Insured Event** or **Insured Event Possibility** and for up to 60 days following its resolution.

Bribe Demand means a person seeking a bribe from a **Company** or a **Company Person**.

Bribe Offer means a person offering a bribe to a **Company** or a **Company Person**.

Civil Commotion means a disturbance of the public peace by three or more persons assembled together and acting with common intent that has caused actual physical damage to **Property**, or bodily injury or death to a **Company Person** or prevents a **Company** from having access to or from being able to exit from **Property**.

Civil War means a hostile conflict by armed force carried on by opposing citizens of the same country or nation which occurs in a country where there is **Property** or a **Company Person** is physically located and which is not the country where the **Policyholder** is incorporated.

Commercial Retaliation means the unlawful subversion of a **Company's** operations by former employees, agents, vendors, distributors or business partners, either directly or through third parties and whether or not through legal governmental authorities, for the purpose of causing:

- (i) unfavourable publicity;
- (ii) delays in production; or
- (iii) the destruction of working relationships,

as a direct result of the **Company's** termination during the **Policy Period** of the perpetrator's employment or business relationship with the **Company** due to the perpetrator's actual or suspected fraud, misconduct or support for an extremist or terrorist organisation.

Competitor Malfeasance means the actual or attempted illegal action committed by a **Company's** commercial partners or competitors, or by a person acting on their behalf, and intended to disrupt that **Company's** business operations, relationships or reputation for the purpose of financial gain.

Company means the **Policyholder** or any **Subsidiary**.

Company Computer System means:

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any employee "Bring Your Own Device" used to access any computer hardware, software or components described in (i) immediately above or **Data** contained therein; or

- (iii) any cloud service, or other hosted computer resources, used by a **Company** and operated by a third party service provider under a written contract between such a third party service provider and a **Company**.

Company Person means:

- (i) a director, officer or employee of a **Company**, a person working for a **Company** as a volunteer, secondee, intern or student, or a person recorded by the **Insurer** outside of this policy document to be a **Company Person**;
- (ii) a spouse, child (including step, adopted, in-law or foster child), parent (including step, adopted and parent-in-law), sibling (including step or sibling-in-law), niece, nephew, aunt, uncle, lineal descendant (or spouse of such lineal descendant) or ancestor (or spouse of such ancestor) of a person described in (i) immediately above (for these purposes, "spouse" includes a domestic partner, civil partner, fiancé or fiancée);
- (iii) a guest or customer of a **Company** while:
 - (a) on its premises; or
 - (b) on board any vehicle, aircraft, or vessel put at the disposal of, owned, hired or leased by a **Company** or a person described in (i) immediately above;
- (iv) a guest in the home of a person described in (i) immediately above;
- (v) a person normally resident or employed in the household or grounds of a person described in (i) immediately above; or
- (vi) a person who is directly involved in the handling or negotiation of an **Insured Event** or **Insured Event Possibility**.

Confiscation means the wholesale seizure or expropriation of **Property** located outside of the country where the **Policyholder** is incorporated, by legal governmental authorities without justification or where a **Company** determines that such justifications are false or made to either financially benefit an individual or achieve political, propaganda or coercive effect by solely and directly targeting a **Company** or a **Company Person**.

Contract and Procurement Fraud means a person's or organisation's illegal conduct (including underperformance, use of poor quality or recycled materials, inflating costs or abandonment), whether or not in collusion with a **Company Person**, which involves misrepresentation to a **Company** with regard to a pre-contract submission process, post-contract services to be performed or project remuneration.

Control means the securing of the affairs of an entity by means of:

- (i) controlling the composition of the board of directors of such entity;

- (ii) controlling more than half of the shareholder or equity voting power of such entity;
- (iii) holding more than half of the issued share or equity capital of such entity; or
- (iv) creating such entity.

Counterfeiting means the unlawful manufacture, alteration or replication of **Products**, but not the unlawful alteration or replication of **Data**.

Coup D'état means a sudden change in government other than by democratic means brought about by the use or threat of violence in a country where there is **Property** or a **Company Person** is physically located and which is not the country where the **Policyholder** is incorporated.

Criminal Facilitation means a **Company Person** acting with knowledge, or reasonable suspicion, that another person is committing or intends to commit a crime against **Property** or a **Company Person**, engaging in conduct which knowingly provides such person with means or opportunity for the commission of the crime.

Crisis Communications Adviser means the media and public relations consultants specified in Item 9 of the Schedule or any other media and public relations consultants used with the Insurer's prior written consent.

Crisis Consultants means the response consultants specified in Item 8 of the Schedule or any other response consultants used with the **Insurer's** prior written consent.

Cyber Attack means:

- (i) the release, divulgence, dissemination, destruction or use of **Data** acquired through the unauthorised access to or use of a **Company Computer System**;
- (ii) the introduction of a malicious code into a **Company Computer System** or use of a **Company Computer System** as a vehicle to transmit malicious code;
- (iii) the deliberate corruption, damage or destruction of a **Company Computer System**;
- (iv) a denial of service attack on a **Company Computer System**;
- (v) the use of disruptive activities against a **Company Computer System**; or
- (vi) any unauthorised access to a **Company Computer System**.

Damaging Natural Disaster means a nuclear catastrophe or a significant natural disaster including a significant famine, earthquake, volcanic eruption, tsunami, flood, wildfire, windstorm, windborne dust or sand, snow, rain, hail or lightning (but not including the threat or occurrence of illness, sickness, disease or infection) that results in widespread and severe physical damage to **Property** or loss of life such that the government of the impacted area issues an official disaster declaration and determines the area where the **Property** is or where a **Company Person** is physically located to be uninhabitable or where serious interruption to a **Company's** operations occurs.

Data means any electronically stored, digital or digitised information or media.

Defamatory Allegation means a false statement made publicly against a **Company** or **Company Person** for the purpose of causing unfavourable publicity, delays in production or the destruction of business or customer relationships or for the purpose of eliciting a law enforcement or regulatory investigation.

Deprivation means the denial of access to a **Company's** workplace.

Detention means the holding under duress (other than a **Kidnapping** or **Hijacking**), for a period in excess of 3 hours, of a **Company Person** for whatever reason and irrespective of whether such holding is by legal governmental authorities in the place of custody or by other parties, which holding:

- (i) is not due to any alleged act or alleged violation of the laws of the host country by a **Company Person** which would be a criminal offence if committed by that **Company Person** in the country of which they are a national or in the country where their **Company** is domiciled (unless the **Insurer** determines that the allegations of such act or violation were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect on a **Company** or **Company Person**); and
- (ii) is not due to the failure of a **Company Person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.

Disappearance means a **Company Person** going missing for a period exceeding 48 hours from the last confirmed contact with that **Company Person**. For the purposes of this policy, commencement of a **Disappearance** is the time of that last confirmed contact.

Embezzlement means the theft or misappropriation of a **Company's** assets by a **Company Person** entrusted with or responsible for those assets.

Employee Dishonesty means any fraudulent or dishonest act or omission by a **Company's** employee, but not by, or colluded in by, a principal, partner, director or officer of a **Company**.

Environmental Disaster means:

- (i) the sudden discharge, dispersal, release, or escape of a **Pollutant** into or upon land, or structures thereon, the atmosphere, or any watercourse or body of water including groundwater either by a **Company** or in, on at or under any **Property**; or
- (ii) the unlawful abandonment by anyone other than a **Company** and without the knowledge or consent of a **Company**, of a **Pollutant**, or any drum, tank or similar container holding a **Pollutant**, in, on at or under any **Property**.

Express Kidnapping means a **Kidnapping** which lasts less than 6 hours and in which the person or group demanding payment of a **Ransom** makes that demand directly to the **Company Person** being held captive while holding them captive.

Expropriation means the act of a government in taking **Property**, to be used for purposes designed to benefit the overall public.

Extortion means the making of illegal threats (other than threats of a **Cyber Attack**) directly or indirectly to a **Company** or **Company Person**:

- (i) to kill, injure, detain, abduct or take or hold captive an **Company Person**;
- (ii) to cause physical damage or loss of **Property**;
- (iii) to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about a **Company** or **Company Person** (other than to do so by means of a **Cyber Attack**); or
- (iv) to contaminate or pollute, or make harmful, substandard or unfit, a **Product** or to create publicity reporting or implying the occurrence or imminence of such action,

by a person or group who demands a **Ransom** specifically from a **Company's** or **Company Person's** assets as a condition of not carrying out such threats.

Financial Statement Fraud means deliberate manipulation of financial statements by a **Company Person** in order to deceive financial statement users and misrepresent the financial condition of a **Company's** business for the purpose of creating financial opportunities for that **Company Person**, which is committed without the knowledge of any board director (or holder of an equivalent position) of the **Policyholder**.

Forced Abandonment means the forced relinquishment of all right, title and claim to, and possession of, **Property** with the intention of not reclaiming it.

Hijacking means the illegal holding under duress, for a period in excess of 3 hours, of one or more **Company Persons**, while travelling by any form of transportation or when forcibly removed from that mode of transportation.

Illegal Seizure means the actual or alleged illegal taking and holding of a **Company's** aircraft, motor vehicle or waterborne vessel located outside of the country where the **Policyholder** is incorporated, by legal governmental authorities without justification or where that **Company** determines that such justifications are false or made to either financially benefit an individual or achieve political, propaganda or coercive effect by solely and directly targeting that **Company** or a **Company Person**.

Industrial Espionage means the actual or attempted taking of **Proprietary Information** without a **Company's** permission with the intention of revealing such information to a competitor or foreign government (but not a foreign government which carries out, or in any way procures or encourages, the taking) and which:

- (i) occurs on **Property**; or
- (ii) is a taking from a **Company Person's** home or from a **Company Person** while they are travelling on business for the **Company**.

Insured Event means:

- (i) (capture, detainment and disappearance events) an **Abduction, Detention, Disappearance, Hijacking or Kidnapping** (but **Insured Event** does not include an **Express Kidnapping**);
- (ii) (criminal risk events) an **Assault, Blackmail, Bribe Demand, Bribe Offer, Commercial Retaliation, Criminal Facilitation, Employee Dishonesty, Extortion, Product Tampering, Stalking Event, Suspicious Death, Unauthorised Premises Access or Workplace Violence**;
- (iii) (compliance, fraud and reputation risk events) an **Agent Duty Breach, Competitor Malfeasance, Contract and Procurement Fraud, Counterfeiting, Defamatory Allegation, Embezzlement, Financial Statement Fraud, Internal Bribery, Malicious Prosecution or Money Laundering**;
- (iv) (information risk events) a **Cyber Attack, Industrial Espionage, Proprietary Information Theft, Social Engineering or Unauthorised Disclosure**;
- (v) (political risk events) a **Blockade, Confiscation, Deprivation, Expropriation, Forced Abandonment, Illegal Seizure, Nationalisation, Occupation or Political Repatriation Event**;
- (vi) (terrorism and political violence events) an **Act of Terrorism, Civil Commotion, Civil War, Coup D'état, Insurrection, Malicious Damage, Radicalisation, Revolution, Riot, Sabotage or War**; or
- (vii) (catastrophic risk events) an **Environmental Disaster, Man-made Disaster or Damaging Natural Disaster**.

If it is evident from one or more demands or the making of such that any **Insured Events** are or were carried out in furtherance one of another, those **Insured Events** shall be deemed to be connected to each other. A series of **Insured Events** and/or **Insured Event Possibilities** which are connected to each other

(whether by being furthered together or otherwise) shall be deemed to be a single **Insured Event** and/or **Insured Event Possibility** commencing or arising at the time the first of them commences or arises.

Insured Event Possibility means a possibility described in (ii) to (v) of Section 1 (Insurance Cover) that there will be an **Insured Event** or that an **Insured Event** has commenced.

Insurer means the entity specified in Item 6 of the Schedule.

Insurrection means a violent uprising of citizens in resistance to their government which occurs in a country where there is **Property** or a **Company Person** is physically located, outside of the country where the **Policyholder** is incorporated.

Internal Bribery means bribery by a **Company Person** (including an offence under the Bribery Act 2010, the Foreign Corrupt Practices Act (a USA statute) or any other anti-bribery or anti-corruption law or legislation of any jurisdiction), which is committed without the knowledge of any board director (or holder of an equivalent position) of the **Policyholder**.

Kidnapping means the actual, attempted or alleged illegal taking and holding captive of one or more **Company Persons**, or a claim to be illegally holding captive one or more **Company Persons**, by a person or group who demands payment of a **Ransom** from a **Company's** or **Company Person's** assets in order to release such **Company Person**.

Malicious Damage means the loss, damage or destruction of **Property** caused by anyone intending to cause harm or mischief committed for political, religious, ideological or similar purposes or solely and directly targeting a **Company** or a **Company Person**.

Malicious Prosecution means a civil or criminal legal action by legal governmental authorities against a **Company** or **Company Person**:

- (i) which the **Insurer** and the **Crisis Consultants** determine to be based on grounds known to be false by a person or organisation who intentionally causes those authorities to pursue that action; and
- (ii) which that person or organisation intends, by solely and financially targeting that **Company** or **Company Person**, to benefit an individual financially or to achieve political, propaganda or coercive effect.

Man-made Disaster means human actions or omissions that are the principle cause of and directly responsible for one or more identifiable major events that have damaged or could reasonably be expected to damage **Property**, or has or could reasonably be expected to cause death or bodily injury to a **Company Person**, or in a **Company's** opinion has caused or has the potential to cause a significant disruption to that **Company's** normal business operations.

Material Disruption means a disruption or break in the continuity of a **Company's** normal business operations, which:

- (i) requires the direct involvement of that **Company's** board of directors or senior executives and substantially diverts their concentration away from their normal operating duties; and
- (ii) is likely to have a significant negative impact on that **Company's** revenues, earnings or net worth.

Money Laundering means the use of a **Company's** business or products to disguise the original ownership and control of the proceeds of criminal conduct by making such proceeds appear to have derived from a legitimate source without the knowledge of any board director (or holder of an equivalent position) of the **Policyholder** of that use for that purpose.

Nationalisation means the process of taking **Property** into public ownership or the revocation of a **Company's** government concession agreement by legal governmental authorities without justification or where the **Insurer** and the **Crisis Consultants** determine that such justifications are false or made to either financially benefit an individual or achieve political, propaganda or coercive effect by solely and directly targeting that **Company**.

Occupation means the actual or attempted illegal denial of access to **Property** by an organised group of persons who are solely and directly targeting a **Company** or **Company Person** as an individual, organisation or business for the purpose of effecting unfavourable publicity, delays in production, damage to the **Property** or the destruction of working relationships until their demands are considered or met.

Official Authority means a government ministry or other governmental body with responsibility in its country for issuing recommendations to leave other countries.

Other Policy means the insurance policy specified in Item 10 of the Schedule.

Policy Period means the period of time from and including the inception date specified in Item 2 of the Schedule to and including the expiry date specified in Item 2 of the Schedule or, if earlier, to and including the date of cancellation of this policy.

Policyholder means the entity or legal person specified in Item 1 of the Schedule.

Political Evacuation Advisory means a formal recommendation issued during the **Policy Period** by an **Official Authority** of the country where the **Policyholder** is domiciled or, for each **Company Person**, a country of which they are a national or in which they are domiciled or in which their **Company** is domiciled, that a class or group of persons including a **Company Person** should for safety or security

reasons (other than the threat or occurrence of illness, sickness, disease, infection or other medical danger, of a nuclear catastrophe or of a natural disaster, including famine, earthquake, volcanic eruption, tsunami, flood, wildfire or windstorm) leave the country in which they are located.

Political Repatriation Event means:

- (i) a **Political Evacuation Advisory**;
- (ii) one or more **Company Persons** being expelled or declared persona non grata by a legal governmental authority in the country where they are employed or are visiting;
- (iii) the wholesale seizure, confiscation, nationalization, expropriation or deprivation of **Property** by a legal governmental authority in the country where one or more **Company Persons** are employed or are visiting;
- (iv) a direct threat to one or more **Company Persons'** safety or security due to a material change in circumstances (other than the threat or occurrence of illness, sickness, disease, infection or other medical danger) after their arrival in the country where they are employed or are visiting; or
- (v) the **Crisis Consultants** and a **Company** or **Company Person** agreeing that evacuation of one or more **Company Persons** from a country where they are employed or are visiting is necessary (other than due to the threat or occurrence of illness, sickness, disease, infection or other medical danger),

but not in any way as a result of:

- (a) violation by a **Company** or **Company Person** of the laws or regulations of the country where such **Company Person** is employed or is visiting;
- (b) the failure of a **Company** or **Company Person** properly to procure or maintain immigration, work, residence, or similar, visas, permits or other documentation; or
- (c) a debt owed by a **Company** or **Company Person**, the insolvency of a **Company** or **Company Person**, a **Company's** or **Company Person's** breach of any contract, bond, licence conditions or other financial requirement, or any other financial cause.

Pollutant means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste (waste includes material to be recycled, reconditioned or reclaimed).

Product Tampering means the actual, alleged or threatened alteration or contamination of **Products** by any person who intentionally, wrongfully and maliciously renders **Products** dangerous for their intended use or consumption or creates such an impression to the public.

Products means products or goods manufactured or distributed by a **Company**.

Property means all real or personal property (including buildings, fixtures, fittings, works of art and other contents, plant and equipment (fixed or mobile), vehicles, vessels, aircraft, livestock and bloodstock) owned, managed or leased by a **Company** or for which a **Company** is legally responsible. **Property** does not include **Data** or computer software.

Proprietary Information means any information which a **Company** maintains as a trade secret including but not limited to its methods, processes, devices and techniques particular to the conduct of its business and any information that it holds under a duty of confidence.

Proprietary Information Theft means the intentional illegal taking of **Proprietary Information** that results in or may result in unfavourable publicity for a **Company**, the destruction of its business or customer relationships or the loss of its competitive market advantage.

Purchased means shown in Item 4 of the Schedule as purchased.

Radicalisation means any malicious act intended to persuade any member of the workforce to engage in, support, or in any other way perpetrate the commission of an **Act of Terrorism**.

Ransom means cash, funds, monetary instruments, cryptocurrency, securities, **Property** or services surrendered or to be surrendered by or on behalf of a **Company** or **Company Person** to meet a **Kidnapping, Hijacking** or **Extortion** demand.

Response and Recovery Expenses means:

- (i) the necessary costs of temporary physical security measures, including increased guard force, physical barriers and personal security equipment, specifically recommended by the **Crisis Consultants** and necessarily incurred for the purpose of protecting **Company Persons** or **Property** (to a maximum of 90 consecutive days);
- (ii) the following necessarily incurred by a **Company's** security department, or other internal department tasked with an equivalent function, for its employees specifically designated to assist in the assessment, mitigation and resolution of the **Insured Event** or **Insured Event Possibility**:
 - (a) the gross salaries of employees specifically deployed to the **Insured Event** or **Insured Event Possibility** and for up to 30 days following its resolution (these are not to exceed the employee's 100% gross salary, including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance);

- (b) the costs of obtaining additional communication equipment; and
- (c) the costs of travel and accommodation incurred by the **Company** or a **Company Person**;
- (iii) the following necessarily incurred by a **Company** for **Company Persons** specifically designated to assist in the co-ordination of the **Company's** business continuity and recovery plan:
 - (a) the gross salaries of employees specifically deployed to the **Insured Event** or **Insured Event Possibility** and for up to 60 days following its resolution (these are not to exceed the employee's 100% gross salary, including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance); and
 - (b) the costs of travel and accommodation incurred by the **Company** or an **Company Person**;
- (iv) the necessary costs of searching for explosives or other harmful materials on a **Company's** premises (the **Insurer** will only be liable for such costs once the premises have been closed for a period of 24 consecutive hours and then only for such costs as are incurred during the 30 days immediately following that period);
- (v) the necessary costs of electronic sweeps for bugs or other electronic listening devices on a **Company's** premises; and
- (vi) the amount necessarily paid by a **Company** as a reward to an informant for information which contributes to the resolution of the **Insured Event** or **Insured Event Possibility** (an informant is a person providing information not otherwise obtainable and solely in return for a reward offered by the **Company**).

Revolution means the overthrow of a regime or political system by its citizens in a country where there is **Property** or a **Company Person** is physically located, outside of the country where the **Policyholder** is incorporated

Riot means a violent disturbance by three or more people assembled together which threatens the public peace in a country where there is **Property** or a **Company Person** is physically located.

Sabotage means actual or attempted damage, disruption, or subversion of a **Company's** operations by persons who are solely and directly targeting that **Company**, which occurs on or against physical **Property** for the purpose of effecting unfavourable publicity, delays in production, damage to the physical **Property**, the destruction of working relationships or the harming of that **Company's** employees or customers.

Security and Crisis Management Expenses means:

- (i) the necessary fees and expenses of the **Crisis Consultants** for mitigating the impact of the **Insured Event** or **Insured Event Possibility** on **Company Persons'** safety and on the **Company's Products**, business operations, **Property**, **Proprietary Information** and reputation;
- (ii) the necessary fees and expenses of the **Crisis Consultants** for advising on, and assisting with, maintaining or resuming the **Company's** normal business operations during and immediately following the **Insured Event**, if it happens; and
- (iii) the necessary fees and expenses of the **Crisis Consultants** for providing the **Specific Security and Crisis Management Measures** with regard to the **Insured Event** or **Insured Event Possibility**,

but, for an **Insured Event** or **Insured Event Possibility** which is one other than an actual or possible **Kidnapping**, **Hijacking**, **Extortion** and **Detention**, only during that amount of days immediately following the notification to the **Crisis Consultants** as is specified in Item 3.1(ii) of the Schedule or for such longer period during which the **Crisis Consultants** consider that there is ongoing criminal activity which presents a threat of death or bodily injury to any **Company Person**.

Social Engineering means the manipulation of a **Company Person** into unwittingly performing actions or divulging **Proprietary Information** for the purpose of information gathering, fraud, or unauthorised access to a **Company Computer System**, a **Company's Data** or **Property**.

Specific Security and Crisis Management Measures means:

- (i) the following crisis management measures:
 - (a) access to a 24-hour global security centre where an experienced duty officer will provide advice and/or arrange for an expert consultant to provide support;
 - (b) deployment of one or more consultants to the location of an incident, a **Company's** headquarters and any other necessary location to provide in-person crisis response advice;
 - (c) assistance in establishing a crisis management team at a **Company's** headquarters and incident management at the location of an **Insured Event** or **Insured Event Possibility**;
 - (d) support in implementing existing crisis management plans, or, in the absence of existing processes, the facilitation of crisis management procedures;
 - (e) provision of research and analysis conducted by geo-political/security/cyber analysts;
 - (f) investigators or other suitable experts to evaluate the situation, profile the threat actors/groups, map the stakeholders and provide intelligence relevant to the **Insured Event** or **Insured Event Possibility**;
 - (g) guidance to and, where necessary, liaison with all interested parties, including but not limited to law enforcement, government officials and families of victims;

- (h) web and social media scanning relevant to the threat or **Insured Event** or **Insured Event Possibility**;
 - (i) digital forensics for the purpose of determining facts and collecting evidence;
 - (j) facilitation and oversight of product recall response;
 - (k) cyber threat evaluation and cyber incident response;
 - (l) corruption, fraud and money laundering case management;
 - (m) ongoing advice and support from the **Crisis Consultants'** Crisis Response Team as appropriate; and
 - (n) business continuity support for the purpose of keeping the impact, costs and reputation damage to a minimum including business impact analysis and protecting people and critical assets;
- (ii) the following security services measures:
- (a) security risk assessment on affected assets (people, property, information, reputation);
 - (b) provision of security risk information and situation monitoring;
 - (c) deployment of security advisors to coordinate ground services required for the protection of assets and provide advice on appropriate procedural and technical security measures;
 - (d) security awareness training for impacted **Company Persons**;
 - (e) intelligence and investigation services including case management, suspect and witness interviews and evidence collection;
 - (f) surveillance and counter surveillance where permissible by the law of the country where the **Insured Event** occurs or **Insured Event Possibility** arises; and
 - (g) any other reasonable and necessary security services provided by the **Crisis Consultants** with the **Insurer's** prior approval;
- (iii) the following post event measures:
- (a) victim and witness debriefing, to include extended family, in-country management team members and corporate executives;
 - (b) rehabilitation support after the **Insured Event** including TRiM (trauma risk management) assessment on affected individuals following the **Insured Event** and providing recommendations for ongoing psychological support;
 - (c) psychological support and counselling for impacted **Company Persons** following the **Insured Event**; and

- (d) production of post incident analysis and case de-brief report; and
- (iv) the following legal assistance measure: suggestions for specialised legal advice.

Stalking Event means:

- (i) harassment, stalking or physical following of;
- (ii) unwanted contact with;
- (iii) actual or attempted bodily injury to; or
- (iv) actual or attempted harm to property of,

a **Company Person** (but not by e-mail, social media, social networking, interactive communication, online community or any other use of the internet) by a person against whom there is a court order to protect the **Company Person** from that person and which is reported to the police or other law enforcement authorities within 72 hours of taking place.

Subsidiary means any entity of which the **Policyholder** has or had **Control** on or before the start date of the **Policy Period** either directly or indirectly through one or more of its other **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Policyholder** no longer maintains **Control** of such entity directly or indirectly through one or more of its **Subsidiaries**.

Suspicious Death means the unexpected death of a **Company Person** where either a formal inquiry or the **Crisis Consultants** agree that there are reasonable grounds to believe that the death was caused by the criminal activity of a third party.

Territory means the territory specified in Item 7 of the Schedule.

Unauthorised Disclosure means the intentional or unintentional disclosure of **Proprietary Information** to a person or organisation that is not authorised to view or possess it, which results in or may result in unfavourable publicity for a **Company**, the destruction of its business or customer relationships or the loss of its competitive market advantage.

Unauthorised Premises Access means illegal access to a **Company's** premises which indicates a clear and present danger of bodily injury to a **Company Person** or a clear and present risk to **Proprietary Information**.

War means declared or undeclared hostile action between two or more nations or states, one of which is where there is **Property** or a **Company Person** is physically located, outside of the country where the **Policyholder** is incorporated.

Workplace Violence means an act of aggression, physical assault, or threatening behaviour that occurs on **Property** and involves the use of a lethal weapon and causes physical or emotional harm to a **Company Person**.

Section 3 – Limits of Liability

3.1 Limits for Security and Crisis Management Expenses

For each single **Insured Event** and/or **Insured Event Possibility** (other than a **Cyber Attack** and a possibility of a **Cyber Attack**), the maximum amount the **Insurer** shall pay or reimburse for **Security and Crisis Management Expenses** is the amount specified in Item 3.1(i) of the Schedule.

For each single **Cyber Attack** and/or possibility of a **Cyber Attack**, the maximum amount the **Insurer** shall pay or reimburse for **Security and Crisis Management Expenses** is the amount specified in Item 3.2(i) of the Schedule. Further, the maximum amount the **Insurer** shall pay or reimburse for all **Security and Crisis Management Expenses** in connection with all **Cyber Attacks** and possibilities of **Cyber Attacks** covered by this policy is the amount specified in Item 3.2(ii) of the Schedule.

3.2 Limits for Response and Recovery Expenses

For each single **Insured Event** and/or **Insured Event Possibility**, the maximum amount the **Insurer** shall pay or reimburse for **Response and Recovery Expenses** is the amount specified in Item 3.3(i) of the Schedule. Further, the maximum amount the **Insurer** shall pay or reimburse for all **Response and Recovery Expenses** in connection with all **Insured Events** and **Insured Event Possibilities** covered by this policy is the amount specified in Item 3.3(ii) of the Schedule.

3.3 Limits for Brand and Reputation Expenses

For each single **Insured Event** and/or **Insured Event Possibility**, the maximum amount the **Insurer** shall pay or reimburse for **Brand and Reputation Expenses** is the amount specified in Item 3.4(i) of the Schedule. Further, the maximum amount the **Insurer** shall pay or reimburse for all **Brand and Reputation Expenses** in connection with all **Insured Events** and **Insured Event Possibilities** covered by this policy is the amount specified in Item 3.4(ii) of the Schedule.

3.4 Dual Cover with Specified Other Policy

If, with regard to an **Insured Event** or **Insured Event Possibility**, there is cover under both this policy and the **Other Policy** for **Security and Crisis Management Expenses** and/or **Response and**

Recovery Expenses and/or **Brand and Reputation Expenses**, the maximum amount payable or reimbursable for **Security and Crisis Management Expenses** and/or **Response and Recovery Expenses** and/or **Brand and Reputation Expenses** by the **Insurer** under each policy shall not be cumulative. Instead, the maximum amount payable or reimbursable by the **Insurer** shall be that of the policy which provides the higher maximum amount.

Section 4 – Conditions

4.1 Notification

An **Insured Event** or **Insured Event Possibility** must be notified by a **Company** as soon as reasonably possible to the **Crisis Consultants** by calling the 24-hour-a-day Crisis Hotline number:

00 1 817 826 7000.

The **Crisis Consultants** will advise on whether law enforcement authorities should be informed.

An **Assault** must be reported to the police or applicable law enforcement authority within 7 days of the **Assault** occurring and the crime reference number must be provided to the **Insurer**.

It is understood and agreed that:

- (i) the **Crisis Consultants** have no authority on the **Insurers'** behalf to make any admissions which may prejudice the **Insurers'** rights or to deal with matters concerning policy coverage; and
- (ii) the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by the **Insurer** of any liability to indemnify a **Company** under the policy and are without prejudice to any rights of the **Insurer**.

4.2 Notice

All notices, applications, demands and requests provided for in this policy will be in writing and will be given to or made upon either party at its address shown in the Schedule (but if no address is shown for the **Policyholder**, then the **Policyholder's** address held on the **Insurer's** file).

4.3 Assistance and Cooperation

The **Companies** will cooperate with the **Insurer** in all matters relating to this insurance, including in the conduct of litigation or arbitration and assisting in achieving settlements.

4.4 Statement of Loss

Unless otherwise deemed unnecessary by the **Insurer**, a **Company** will file a detailed, written and sworn statement of loss with the **Insurer** as soon as possible after the date of loss.

4.5 Fraudulent Claims

If any **Company** makes a fraudulent claim under this policy, the **Insurer**:

- (i) is not liable to pay any part of the claim;
- (ii) may recover from that **Company** any sums already paid to or on behalf of that **Company** in respect of the claim; and
- (iii) may, by notice to that **Company**, treat this policy as having been terminated as against that **Company** with effect from the date of the fraudulent act, in which case the **Insurer** is not liable to that **Company** for any relevant event occurring after that date and is entitled to receive and retain the full premium.

4.6 Currency for Claims Payments

The payment of **Security and Crisis Management Expenses, Response and Recovery Expenses** and **Brand and Reputation Expenses** by the **Insurer** will be made in United States Dollars. In the event that any **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses** are incurred or paid by a **Company** in a currency other than United States Dollars, the **Insurer** will apply the relevant exchange rate published by the Financial Times in London on the date(s) the **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses** were incurred or paid by the **Company**.

4.7 Subrogation

In the event of any payment under this policy, the **Insurer** will be subrogated to each **Company's** rights of recovery. Each **Company** will do everything necessary to secure and preserve such rights including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the name of the **Company** and will do nothing to prejudice such rights.

4.8 Other Insurance

The **Insurer** will not be liable to pay any **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses** which are, or but for this policy would be, covered under any other insurance (including management liability cover, but not including the **Other Policy**) save to pay such **Security and Crisis Management Expenses, Response and**

Recovery Expenses or **Brand and Reputation Expenses** in excess of such other insurance. For **Security and Crisis Management Expenses, Response and Recovery Expenses** and **Brand and Reputation Expenses** covered under this policy and the **Other Policy**, see Section 3.4 (Dual Cover with Specified Other Policy).

4.9 Cover for Subsidiaries

For each **Subsidiary**, cover under this policy shall be only for **Insured Events** commencing, and **Insured Event Possibilities** arising, while that **Subsidiary** is a **Subsidiary**.

4.10 New Subsidiaries

The definition of **Subsidiary** shall automatically include any entity of which the **Policyholder** acquires **Control** during the **Policy Period** unless such entity has gross annual revenue at the time **Control** is acquired of more than 30% of the **Policyholder's** gross annual revenue.

For any such entity that does have gross annual revenue greater than that 30%, cover shall apply automatically for a period of either 90 days from the date the **Policyholder** acquires **Control** or to the end of the **Policy Period**, whichever is earlier, provided the **Policyholder** submits in writing to the **Insurer** the particulars of such entity prior to the end of the **Policy Period**. At the **Policyholder's** request, cover may be extended for a longer period of time provided that the **Policyholder** provides the **Insurer** with sufficient details during such 90 day period to permit the **Insurer** to assess and evaluate its exposure with respect to such entity and the **Policyholder** accepts any consequent amendments to the policy terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

4.11 Duty of Fair Presentation

Prior to the inception of or any variation to this policy, the **Companies** must make a fair presentation of the risk to be insured under this policy. A fair presentation of the risk is one:

- (i) which discloses every material circumstance that the Information Holders know or ought to know or, failing that, which gives the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances (for the purposes of this Section 4.11, the Information Holders ought to know what should reasonably have been revealed by a reasonable search of information available to the **Companies**, including information held by the **Companies'** agents or by those for whom cover is provided by this policy; and an Information Holder is deemed to know any circumstance which they suspected and would have known but for deliberately refraining from confirming it or enquiring about it);
- (ii) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (iii) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

For the purposes of this Section 4.11, the "Information Holders" consist of those who participate on behalf of the **Companies** in the process of procuring the **Companies'** insurance together with the individuals who play significant roles in the making of decisions about how a **Company's** activities are to be managed or supervised.

If a **Company** breaches its duty of fair presentation of risk, whether prior to entering into this policy or prior to a variation to this policy, and, but for the breach, the **Insurer**:

- (i) would not have entered into this policy; or
- (ii) would have done so only on different terms,

the **Insurer** will have remedies as against the **Company** as follows:

- (a) the **Insurer** may avoid this policy and refuse all claims if:
 - the breach is deliberate or reckless, in which event the **Insurer** may retain the premium paid; or
 - but for the breach the **Insurer** would not have entered into this policy on any terms, in which event the **Insurer** shall return the premium;
- (b) in all other cases:
 - where the **Insurer** would have charged more premium, any amounts payable by the **Insurer** will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that it would have charged to assume that risk (the "Reference Premium"); and in addition
 - where the **Insurer** would have written the risk on different terms (other than in relation to premium) this policy is to be treated as if it had been entered into on those terms.

4.12 Cancellation

The **Policyholder** may cancel this policy at any time by providing written notice to the **Insurer**, in which case the **Insurer** will return the pro rata proportion of the premium, provided no claims or incidents have been reported.

The **Insurer** may cancel this policy only if the **Policyholder** fails to pay the required premium. To cancel, the **Insurer** will issue a written notice of cancellation to the **Policyholder** requesting payment within 30 days and, if the premium is not received by the deadline, this policy will be cancelled automatically without further notice from the **Insurer**.

4.13 Non-Assignment

This policy may not be assigned or transferred without the written consent of the **Insurer**.

4.14 Rights of Third Parties

No person other than the **Companies** shall have directly enforceable rights under this policy, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

4.15 Waiver

Failure by the **Insurer** to exercise or enforce any rights hereunder will not be deemed to be a waiver or a change in any part of this insurance, or prevent the **Insurer** from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.

4.16 Policy Provision Invalidity

If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law or if that is not possible, severed without invalidating the remainder of the policy.

4.17 Governing Law

This policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

4.18 Arbitration

Except as otherwise specifically provided in this policy, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) which cannot be resolved by agreement within 30 days, may be referred to binding arbitration by either party, upon giving 7 days' notice to the other, in the London Court of International Arbitration (LCIA), whose rules shall be deemed incorporated by reference into this Section 4.18, and the cost shall be borne equally between the **Company** and **Insurer**.

The **Company** and the **Insurer** shall each name one arbitrator and the third shall be appointed by the LCIA. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of 3 arbitrators having knowledge of the legal and insurance issues relevant to the matters in dispute. The decision of the arbitrators shall be final

and binding and provided to both parties, and the arbitrators shall not be asked, and shall not award, attorney's fees or other costs.

4.19 Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

Section 5 – Exclusions

The **Insurer** will not be liable for **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses**:

- (i) Prior Events – resulting from a series of connected **Insured Events** the first of which commenced before the **Policy Period**;
- (ii) Fraud – resulting from an **Insured Event** involving a fraudulent, dishonest, illegal or criminal act or attempt of by any **Company** or **Company Person**;
- (iii) Bribery Payment – caused by or arising from or attributable to any actual or attempted payment made by an **Company** or **Company Person** in response to a **Bribe Demand**;
- (iv) Clean-up Costs – which are clean-up costs;
- (v) Cyber Breach or Threat – which relate to an **Insured Event** which involves one or more of the following (or a threat of one or more of the following):
 - (a) unauthorised disclosure or transmission of any digitally or electronically held confidential information for which a **Company** is responsible;
 - (b) intrusion of, unauthorised access to, or unauthorised use of (including by a person with authorised access) a **Company Computer System**, including that which results in, or fails to mitigate, a denial of service attack or denial of access or a receipt or transmission of a malicious code, malicious software or virus;
 - (c) loss of data arising from the physical theft, loss or damage of or to computer hardware controlled by a **Company**;
 - (d) accidental, negligent or unintentional act or failure to act by an employee of a **Company** or an employee of any third party service provider whilst operating, maintaining or upgrading a **Company Computer System**; or

- (e) a **Cyber Attack**;
- (vi) Other Country's Regulation – which relate to an **Insured Event** which is caused by or arising from or attributable to a governmental regulation of a country other than the one in which the **Company** involved by the **Insured Event** has operations;
- (vii) Industry Circumstances – which relate to an **Insured Event** which is caused by or arising from or attributable to any incident, act, investigation, problem, governmental regulation, socioeconomic change or business trend that affects the industry, trade or profession of the **Company** involved by the **Insured Event**;
- (viii) Self-inflicted Injury or Suicide – which relate to an **Insured Event** which involves a **Company Person's** self-inflicted injury or suicide;
- (ix) Domestic Dispute – which relate to an **Insured Event** caused as a consequence of any abusive, violent, coercive, forceful or threatening act or word inflicted by one member of a family or household on another;
- (x) General Risk Management – which are incurred as part of any pre-emptive investigation initiated as a part of general risk management procedures without a suspicion of a specific **Insured Event** having occurred;
- (xi) Government Industry Sweep – which relate to an **Insured Event** which is caused by an industry sweep or routine enquiry by a government body or regulatory body in a relevant jurisdiction;
- (xii) Illegally Held Confiscated Etc Property – which relate to a **Confiscation, Expropriation** or **Nationalisation** of a **Company's Property** which at the start of the **Policy Period** that **Company** was holding illegally in the country where the **Confiscation, Expropriation** or **Nationalisation** takes place;
- (xiii) Nuclear or Radiation – which relate to an **Insured Event** (other than a **Damaging Natural Disaster** or **Environmental Disaster**) which is caused by or arising from or attributable to a nuclear reaction, nuclear radiation or radioactive contamination;
- (xiv) Policyholder or Board Criminality – which relate to an **Insured Event** (other than a **Criminal Facilitation** or **Embezzlement**) which is caused by or arising from or attributable to an actual or attempted criminal act, or an actual or alleged breach of trade or economic sanctions, by the **Policyholder** or any its board directors (or holders of an equivalent position), whether acting alone or in collusion with others.

The **Insurer** will not be liable for **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses** arising from an **Insured Event Possibility** to the extent that the **Insurer** would not be liable for such **Security and Crisis Management Expenses, Response and Recovery Expenses** or **Brand and Reputation Expenses** if that **Insured Event Possibility** was an actual **Insured Event**.

Section 6 – Information Services

The **Policyholder** is entitled to obtain the following additional information, support and guidance from the **Crisis Consultants**:

- Access to AIG Global Watch and the AIG Travel App, providing online risk support for travel, medical and security information
- Corporate Crisis Management guidance notes
- 'Initial actions' guidance notes for a range of security perils
- Personal Security Guidelines booklet
- Periodical newsletters and bulletins covering global security risks

To enquire, please send an email to csprevent@aig.com, confirming you are an AIG Crisis Complete customer (quoting your policy number) and that you wish to obtain these services. In so doing you consent to the **Crisis Consultants** telling us that you have applied for these services.

Section 7 – Pre Crisis Prevention Services

The **Policyholder** may obtain the following additional consulting and training services from the **Crisis Consultants**, including:

- Security risk assessment
- Country threat information and assessment
- Security management plans and protocols
- Personal security and hostile environment awareness training
- Travel risk management program review and development
- Traveller security reports
- Crisis management and/or crisis communications workshops
- Crisis management plans and protocols
- Simulated incident training exercises
- Media training

For the first year of this policy and for each subsequent year that it is renewed, the **Insurer** will contribute to the **Policyholder's** costs of these services, subject to the **Insurer's** prior written approval of the services to be provided and to the **Policyholder** agreeing them in writing with the **Crisis Consultants** before they begin. The **Insurer's** contribution will be, for the first year, 10% of the total annual premium and, for each subsequent year, 10%. Each contribution must be used in the year to which it applies. If the policy is cancelled during any year, the return premium will be reduced by the amount of costs the Insurer has contributed in that year.

To enquire, please send an email to csprevent@aig.com, confirming you are an AIG Crisis Complete customer (quoting your policy number) and that you wish to obtain these services. In so doing you consent to the **Crisis Consultants** telling us that you have applied for these services.

Customer Notices

Complaints

We believe you deserve 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, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Claims related complaints:

Write to: Head of Financial Lines & Professions Claims, AIG, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB
Call: +44 (0)20 7954 7000
Email: claims.FL2@aig.com

All other complaints:

Write to: Customer Relations Team, AIG, The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG
Call: 0800 012 1301
E-mail: uk.customer.relations@aig.com
Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. The Customer Relations Team number above may not be available from outside the UK – so please call from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Call: 0800 023 4567 or 0300 123 9123
E-mail: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

The following applies if AIG Europe S.A. is the insurer, or an insurer, of the Policy: As AIG Europe S.A. is a Luxembourg authorised insurance company, you may, in addition to the complaints procedure set out above, send any complaint you may have regarding AIG Europe S.A. to AIG Europe S.A., which can be contacted in writing at AIG Europe S.A., 35D Avenue JF Kennedy L- 1855 Luxembourg, Grand-Duchy of Luxembourg, by telephone: +352 2700 72 01 or e-mail: luxembourg.complaints@aig.com. AIG Europe S.A. will acknowledge the complaint within 10 business days of receiving it and provide an answer within one month (unless specific circumstances prevent AIG Europe S.A. from doing so, in which case you will be informed). If you are not satisfied with the AIG Europe S.A.'s response, you may contact the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg, Grand-Duchy of Luxembourg, by email at reclamation@caa.lu or online through the CAA website: www.caa.lu. Following this complaints procedure or making use of one of the options above does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

American International Group UK Limited is covered by the FSCS. If it is unable to meet its financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

AIG Europe S.A. is not covered by the FSCS.

Privacy

American International Group UK Limited's and AIG Europe S.A.'s Privacy Policy is available at <https://www.aig.co.uk/privacy-policy> or by requesting a copy from: Data Protection Officer, AIG, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK or by email dataprotectionofficer.uk@aig.com

Before providing us with Personal Information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their Personal Information with us in accordance with the Privacy Policy.

Outsourcing by AIG Europe S.A.

The following applies if AIG Europe S.A. is the insurer, or an insurer, of the Policy.

The Policyholder acknowledges and expressly accepts that AIG Europe S.A. may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated; or (b) located in the Grand-Duchy of Luxembourg) (the **Service Providers**).

In this context, the Policyholder expressly accepts that any data which it has provided to AIG Europe S.A., including data which may directly or indirectly identify the Policyholder, or a beneficial owner or an

authorized representative of the Policyholder, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as the Policyholder maintains its insurance relationship with AIG Europe S.A..

The list of outsourced services as well as the country of establishment of the Service Providers is available on AIG Europe S.A.'s website at the following address: www.aig.lu/en/professional-secrecy which will be updated from time to time. The Policyholder acknowledges (a) having read and accepted this list (b) that it will visit the website from time to time should it wish to access the most up to date list.

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