Crisis Solution (Corporate) 2.0 Endorsement

CRISIS-COMPLETE

It is agreed that:

1. The policy is amended by adding the following schedule:

Crisis-Complete Schedule

1.	Security and Crisis Management Expenses Limit of Liability (for each single Insured Event):	USD[]
2.	Security and Crisis Management Expenses time limit (not applicable to a Kidnapping, Hijacking, Extortion or Detention):	[]days

2. Section 1, Insurance Covers, is amended by adding the following:

Security and Crisis Management Expenses Insurance Cover

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

- (a) an **Insured Event** which commences during the **Policy Period** and within the **Territory**; or
- (b) the development during the **Policy Period** of a likelihood that an **Insured Event** will arise within the **Territory**.

Such **Insured Event** or likelihood of **Insured Event** must be notified by an **Insured** as soon as reasonably possible to the **Crisis Consultants** by calling the 24-hour-a-day Crisis Hotline number:

00 1 817 826 7000.

3. In Section 2, Definitions, the definition of **Insured Event** is amended by adding the following:

For the purposes of the Security and Crisis Management Expenses Insurance Cover and Insurance Cover 1.3 (Crisis Consultant Response) only, **Insured Event** also means:

- (a) (criminal risk events) an Abduction, Assault, Blackmail, Bribe Demand, Bribe Offer, Criminal Facilitation, Employee Dishonesty, Hostage Crisis, Product Tampering, Stalking Event, Suspicious Death or Workplace Violence;
- (b) (information risk event) an Industrial Espionage;
- (c) (political risk events) a Confiscation, Deprivation, Expropriation, Forced Abandonment, Illegal Seizure or Occupation;
- (d) (terrorism and political violence events) an Act of Terrorism, Civil Commotion, Civil War, Coup D'etat, Insurrection, Malicious Damage, Radicalisation, Revolution, Riot, Sabotage or War; or
- (e) (catastrophic risk events) an Environmental Disaster, Epidemic, Man-made Disaster, Damaging Natural Disaster or Pandemic.

For the purposes of all the other Insurance Covers, **Insured Event** does not include any of the foregoing.

4. In Section 2, Definitions, the definition of **Loss or Expense** is amended by adding the following:

Loss or Expense also means Security and Crisis Management Expenses.

5. In Section 2, Definitions, the definition of **Ransom** is amended by adding the following:

Ransom also means cash, funds, monetary instruments, cryptocurrency, securities, **Property** or services surrendered or to be surrendered by or on behalf of an **Insured** to meet a **Hostage Crisis** demand.

6. Section 2, Definitions, is amended by adding the following:

Abduction means the illegal taking away of an Insured 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 an **Insured Person** or prevents **Insured Persons** from having access to or from being able to exit from **Property**.

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

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

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

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

Bribe Offer means a person offering a bribe to a Company or an Insured 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 an **Insured 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 an **Insured Person** is physically located and which is not the country where the **Policyholder** is incorporated.

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 an **Insured Person**.

Coup d'etat 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 an **Insured Person** is physically located and which is not the country where the **Policyholder** is incorporated.

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

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 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 an **Insured Person** is physically located to be uninhabitable or where serious interruption to a **Company's** operations occurs.

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

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:

- 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.

Epidemic means a widespread occurrence of an infectious disease in a community at a particular time and which occurs within a 100 kilometre radius of a **Company's** premises or land or an **Insured Person's** physical location.

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

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

Hostage Crisis means the illegal holding captive, for a period in excess of 60 minutes, of one or more **Insured Persons** by a person (other than an **Insured Person**) or group (not including any **Insured Person**) who demands that a set of specified terms (which may include, but must not be limited to, a demand for payment of a **Ransom**) are met in order to release such **Insured Person**.

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 an **Insured 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 an **Insured Person's** home or from an **Insured Person** while they are travelling on business for the **Company**.

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

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 an **Insured Person**.

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 an **Insured 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.

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 an **Insured 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.

Pandemic means a widespread occurrence of an infectious disease in a community or communities located in two or more countries at a particular time and which occurs within a 100 kilometre radius of a **Company's** premises or land or of an **Insured Person's** physical location.

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.

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.

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**.

Revolution means the overthrow of a regime or political system by its citizens in a country where there is **Property** or an **Insured 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 an **Insured 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 conducting, during the 48 hours immediately following an **Insured** notifying to them an actual or likely **Insured Event**, an initial assessment of its potential to cause a **Security Crisis** within 30 days of that notification; and
- (ii) if their initial assessment leads the Crisis Consultants to conclude that the actual or likely Insured Event has caused a Security Crisis or is reasonably likely to cause a Security Crisis within 30 days of the notification:
 - (a) the necessary fees and expenses of the **Crisis Consultants** for mitigating the impact of the actual or likely **Insured Event** on **Insured Persons'** safety and on the **Company's Products**, business operations, **Property**, **Proprietary Information** and reputation;
 - (b) 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
 - (c) the necessary fees and expenses of the **Crisis Consultants** for providing the **Specific Security and Crisis Management Measures** with regard to the actual or likely **Insured Event**,

but, for an **Insured Event** other than a **Kidnapping**, **Hijacking**, **Extortion** and **Detention**, only during that amount of days immediately following the notification to the **Crisis Consultants** as is specified in Item 2 of the Crisis-Complete 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 **Insured Person**.

Security Crisis means a decisive, unstable or crucial situation in a **Company's** affairs or business that results from, or is likely to result from, an actual or likely **Insured Event** and that has the potential to cause:

- (i) a **Material Disruption** whether directly from the **Insured Event** or through the publicising of the **Insured Event** by sources other than an **Insured**;
- (ii) an imminent decrease of more than 20% in the **Policyholder's** consolidated revenues;
- (iii) (if ordinary shares in the **Company** are publicly traded on a recognised stock exchange) the ordinary share price of the **Company** to decrease during the first 24 hours following the **Insured Event** by a percentage amount equal to or more than 15% plus the percentage amount, if any, by which the main stock exchange index in which the ordinary shares are classed falls within the same 24 hours;
- (iv) a material adverse effect on the Company's reputation; or
- (v) serious bodily harm to any **Insured Person** (as defined in (i) of the definition of **Insured Person**).

Specific Security and Crisis Management Measures means:

- (i) the following crisis management measures:
 - (a) 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;
 - (b) assistance in establishing a crisis management team at a **Company's** headquarters and incident management at the location of an actual or likely **Insured Event**;
 - (c) support in implementing existing crisis management plans, or, in the absence of existing processes, the facilitation of crisis management procedures;

- (d) guidance to and, where necessary, liaison with all interested parties, including but not limited to law enforcement, government officials and families of victims;
- (e) ongoing advice and support from the **Crisis Consultants**' Crisis Response Team as appropriate; and
- (f) 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 crisis communications measures:
 - (a) assistance with the management of crisis communications to all affected stakeholders;
 - (b) assistance with the development of a crisis communications strategy and the drafting of statements and key messages;
 - (c) assistance with management of the media;
 - (d) spokesperson training ahead of any media engagement; and
 - (e) online and social media monitoring services;
- (iii) 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) appropriate ground security services such as drivers, close protection and tracking for impacted **Insured Persons**;
 - (e) provision of security guarding personnel for the protection of assets where there is an ongoing threat to an **Insured Person's** life (regardless of the time period stated in the definition of **Security and Crisis Management Expenses**, this is limited to the 30 days from when the **Insured Event** commences);
 - (f) security awareness training for impacted **Insured Persons**;
 - (g) intelligence and investigation services including case management, suspect and witness interviews and evidence collection;
 - (h) surveillance and counter surveillance where permissible by the law of the country where the **Insured Event** occurs or is likely to occur; and
 - (i) any other reasonable and necessary security services provided by the **Crisis Consultants** with the **Insurer's** prior approval;
- (iv) 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 **Insured Persons** following the **Insured Event**: and
- (v) 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,

an **Insured 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 **Insured Person** from that person and which is reported to the police or other law enforcement authorities within 72 hours of taking place.

Suspicious Death means the unexpected death of an Insured 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.

War means declared or undeclared hostile action between two or more nations or states, one of which is where there is **Property** or an **Insured 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 an **Insured Person**.

7. Section 3.1, Limits of Liability Other Than for Death or Disability Benefit, is amended by adding the following:

For each single **Insured Event** (other than an **Express Kidnapping**), the maximum amount the **Insurer** shall pay or reimburse for **Security and Crisis Management Expenses** under the Security and Crisis Management Expenses Insurance Cover is the amount specified in Item 1 of the Crisis-Complete Schedule.

8. Section 4.1, Notifications, is amended by adding the following:

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**.

9. Section 5, Exclusions, is amended by adding the following:

The Insurer will not be liable for Security and Crisis Management Expenses:

(i) <u>Bribery Payment</u> – caused by or arising from or attributable to any actual or attempted payment made by an **Insured** in response to a **Bribe Demand**;

- (ii) <u>Clean-up Costs</u> which are clean-up costs;
- (iii) <u>Cyber Breach or Threat</u> 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;
- (iv) <u>Other Country's Regulation</u> 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;
- (v) <u>Industry Circumstances</u> 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**;
- (vi) <u>Self-inflicted Injury or Suicide</u> which relate to an **Insured Event** which involves an **Insured Person's** self-inflicted injury or suicide;
- (vii) <u>Domestic Dispute</u> 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.
- 10. The policy is amended by adding the following:

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 <u>InfoCrisisComplete@AIG.com</u>, confirming you are an AIG Crisis Solution 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.

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, 20% 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 <u>InfoCrisisComplete@AIG.com</u>, confirming you are an AIG Crisis Solution 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.