

## PRODUCT PROFILE

# CorporateGuard Directors and Officers Liability Insurance 5.0 (CI)

AIG's CorporateGuard Directors and Officers Liability Insurance 5.0 (CI) policy is an insurance policy providing directors and officers liability insurance for companies' directors and officers (and to some extent employees) and securities liability insurance for companies themselves.

This document does not contain the full terms and conditions of the policy. The full terms and conditions are in the policy itself and its schedule, both of which will be issued following the policy being taken out or specimens of which can be supplied upon request prior to the policy being taken out. This document is written on the basis that the policy will be taken out without any agreed variation to its standard terms and that all optional purchases are purchased. If any variation is agreed or an option not purchased, some of the facts herein may not apply.

There are two versions of 5.0 (CI) for which this document is written:

- CorporateGuard Directors and Officers Liability Insurance 5.0 (CI) (Agg)
- CorporateGuard Directors and Officers Liability Insurance 5.0 (CI) (AOC)

### Insureds

"Company" and "Companies" throughout this product information document are used to refer to the organisation that takes out the policy ("the Policyholder") and its subsidiaries.

The policy insures the Companies and the following natural persons:

- the Companies' directors (including de facto directors) and officers (but not external auditors and not insolvency liquidators, administrators, monitors, supervisors, receivers or other insolvency office-holders (except for a director holding such office as part of director duties),
- the Companies' employees (in particular circumstances),
- the Policyholder's General Counsel,
- the Policyholder's Risk Manager,
- the Companies' persons approved under Part V of the Financial Services and Markets Act 2000 to perform a Significant Influence Function,
- prospective directors named in listing particulars or a prospectus issued by a Company,
- shadow directors of Companies (in particular circumstances),
- the Companies' senior accounting officers,
- Outside Entity Directors, that is a natural person serving at a Company's specific request or direction as a director, officer, shadow director, governor or trustee (except a pension trustee) of an entity other than a Company (but not an entity which is a bank, investment firm or fund, insurance company or any other financial institution and not an entity that has any of its securities (other than ones purchased or sold pursuant to Rule 144A) listed in the USA) (such entity being referred to as an "Outside Entity").

The natural persons in a role listed above are referred to in this product profile as "Insured Persons" and "Insured Capacity" is used to refer to the capacity of the position which makes them an Insured Person.

### Main Insurance Coverage

#### The policy insures:

1. the Insured Persons for civil claims alleging wrongful acts or omissions by them in their Insured Capacity by providing cover for defence costs, amounts an Insured Person is legally liable to pay and settlements (Insurance Cover 1.1, Management Liability);
2. the Insured Persons for criminal proceedings alleging criminal acts or omissions by them in their Insured Capacity by providing cover for defence costs (Insurance Cover 1.1, Management Liability);
3. the Insured Persons for various types of investigation experienced in their Insured Capacity by providing cover for the costs of advice and representation (Insurance Cover 1.2, Insured Person Investigation Costs). The types of investigation are: civil, criminal, administrative or regulatory investigations; requests to be interviewed or to provide documents concerning a Company or the Insured Person in their Insured Capacity; raids and site visits by official bodies to a Company or an Insured Person's home; derivative investigations; insolvency investigations;
4. the Insured Persons for extradition proceedings and for actions by official bodies seeking an asset confiscation order, a charge over property, prohibition from being a director, detention or deportation (other than deportation for conviction of a crime) by providing cover for defence costs, costs of seeking a declaration or injunction and costs for a crisis counsellor, tax advisers and public relations consultants (Insurance Cover 1.4, Asset and Liberty Proceedings);
5. the Insured Persons for asset confiscation orders by paying the following costs an Insured Person cannot pay because of such order: dependents' education and training costs; mortgage payments or rental costs; utilities costs; personal insurance premiums;
6. the Insured Persons for threat to reputation arising from the civil claims, criminal proceedings and extradition proceedings referred to in the points above or from a negative statement in the media alleging breach of fiduciary duty, criminal conduct or breach of regulation by providing public relations consultant costs for particular purposes (Insurance Cover 1.5, Reputation Protection Costs);

7. the Insured Persons for circumstances arising which may reasonably be expected to give rise to a claim which would result in civil legal liability by providing “mitigation costs” which include payments to the potential claimant for reducing the ultimate civil liability with the purpose of preventing the claim being made (Insurance Cover 1.6, Mitigation Costs);
8. the Insured Persons with witness assistance for claims against other insureds by providing legal or professional costs incurred in producing information, or attending to give evidence, in response to a subpoena or witness summons (Insurance Cover 1.7, Witness Assistance);
9. the Insured Persons with witness assistance for a criminal proceeding against another insured by providing costs of legal or professional advice and preparation for interviews by official bodies or in court as a witness for the prosecution (Insurance Cover 1.7, Witness Assistance);
10. the Companies with company reimbursement cover by providing that, if a Company pays an Insured Person’s loss that is covered by the policy’s insurance for Insured Persons, the insurer will reimburse the Company (Insurance Cover 2, Company Reimbursement);
11. the Companies for civil claims and criminal proceedings alleging wrongful acts or omissions by them in connection with the purchase or sale of their securities and for civil claims brought by holders of their securities with respect to the holder’s interest in the securities by providing cover for defence costs, amounts a Company is legally liable to pay and settlements (defence costs include lawyers’ fees for facilitating a global settlement through use of the Dutch Act on Collective Settlements 2005) (Insurance Cover 3.1, Company Securities Liability);
12. the Companies for delisting crises or various types of other crisis which cause or are likely to cause a 15% drop in the share price within 24 hours by providing a range of costs (including for public relations consultants) for minimising potential harm to the Company from the crisis (Insurance Cover 3.2, Company Crisis Costs);
13. the Companies for a Company’s investigation into how to respond to a security holder’s derivative demand that the Company should sue an Insured Person by providing legal and professional costs incurred to determine whether or not to sue the Insured Person (Insurance Cover 3.3, Derivative Investigation Company Costs).

### Other Coverage Features for Insured Persons

An Insured Person’s cover for claims and proceedings covered under Insurance Cover 1.1, Management Liability, includes:

- insurable civil fines and penalties (except if an official body prohibits the insurer from paying them);
- insurable criminal fines and penalties if not imposed for deliberate, intentional, reckless or grossly negligent conduct (except if an official body prohibits the insurer from paying them);
- fines and penalties imposed pursuant to the Foreign Corrupt Practices Act, 15, USC Section 78dd–2(g)(2)(B) and Section 78ff–2(c)(2)(B) as amended by the International Anti-Bribery and Fair Competition Act of 1998, (Foreign Corrupt Practices Act) of the USA;
- payment of unpaid corporate taxes for which an Insured Person is legally liable other than for their own deliberate or intentional conduct and which the Company cannot pay because of insolvency or legal prohibition;

- travel and accommodation costs for a relative to attend a court or arbitration hearing of a claim against the Insured Person if the hearing is in a country where the Insured Person does not usually reside;
- costs to facilitate the return of amounts to be repaid by a director or officer pursuant to section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or by a CEO or CFO pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 (but there is not cover for the repayments themselves).

### Claims Made

The policy is on a “claims-made basis”: the relevance of the period of the policy (“see Policy Duration” below) is that the policy’s protection is for claims, proceedings, investigations and other insured events first made or occurring during the policy period.

### Key Exclusions

Please refer to the Exclusions section of the policy for the specific exclusions and their precise wording. The policy does not cover liability, judgments, settlements, defence costs, or any other costs, expenses or loss:

- arising out of the gaining of profit or advantage to which an insured is not legally entitled (where found in a final adjudication or formal admission, but not a finding applied for by the insurer) (does not apply to loss attributable to violation of section 11, 12 or 15 of the Securities Act 1933);
- arising out of deliberately dishonest or deliberately fraudulent acts, or intentional breach of law, by the insured (where found in a final adjudication or formal admission, but not a finding applied for by the insurer) (does not apply to loss attributable to violation of section 11, 12 or 15 of the Securities Act 1933);
- arising out of facts alleged or the same or related wrongful acts alleged or contained in any circumstance or insured event notified and accepted under a prior policy;
- arising out of a proceeding, investigation, dispute resolution procedure, judgment or adjudication of which an insured had notice as of the continuity date (which is set when the policy is taken out), or the same, or essentially the same, facts alleged or found in such proceeding, investigation, dispute resolution procedure, judgment or adjudication;
- arising out of an insured event that is connected to the same originating cause or source as another matter reported and accepted under a prior policy;
- arising from a claim for bodily injury or property damage (with exceptions),
- arising from a USA claim by a Company against another insured or a USA claim by an Outside Entity against an Outside Entity Director (with exceptions);
- arising out of an actual or intended public offering or private placement, in the USA, of securities;
- arising from a claim, or any other insured event, concerning USA securities of particular types (see exclusion for details) (this exclusion can be disappplied by purchase of “USA SEC Exposure” when the policy is taken out).

## Exclusions from the definition of Loss

The policy's definition of Loss states that the following are not Loss and therefore are not covered by the policy (please refer to the definition for precise wording):

- fines or penalties (other than those mentioned above under Other Coverage Features for Insured Persons);
- taxes or damages reflecting taxes (other than unpaid corporate taxes mentioned above under Other Coverage Features for Insured Persons);
- costs of complying with injunctive or non-monetary relief;
- remuneration or employment-related benefits;
- expenses of dealing with pollutants;
- an amount which represents inadequate consideration for the acquisition of ownership interests or assets of an entity (but there is an exception for where a Company is legally or financially unable to pay such amount when liability for it is incurred by an Insured Person);

### Geographical Scope

Unless otherwise agreed between the insurer and the Policyholder when the policy is entered into and except as otherwise provided by an exclusion or other restrictive language, the policy is for losses, claims and events anywhere in the world.

### Policy Duration

The policy is for whatever period is agreed between the insurer and the Policyholder at the time the policy is entered into, the dates of which will be shown in the policy's schedule (usually a period of 12 months is agreed).

### Law Governing the Policy

England and Wales.

### Sums Insured

There are monetary limits and other restrictions to how much the insurer will pay under the policy. These limits are agreed between the insurer and the Policyholder when the policy is taken out.

### Cancellation

The policy may be cancelled by the insurer for non-payment of premium or for an insured's fraudulent claim. Otherwise, the policy may only be cancelled by agreement between insurer and insured.

## Making a claim under the policy

To make a claim under the policy, all notifications must be in writing to:

Financial Lines Claims  
AIG  
The AIG Building  
58 Fenchurch Street  
London EC3M 4AB

or by e-mail to Claims.DO@Aig.com.

Section 10.1 of the policy sets out insureds' obligations when making a claim, including the requirement that notice is given as soon as practicable. But note the 5 working days deadline for notice of a Crisis (Section 10.2).

Failure to comply may result in the insurer not having to pay the claim.

## Other Key Obligations of the Insureds

**Defence and Settlement** (Section 10.5 of the policy):

Insureds have obligations to:

- "defend a Claim made against them",
- "with regard to an Insured Event or a circumstance notified pursuant to Section 10.1 ... give to the Insurer such information, assistance and co-operation as the Insurer may reasonably require, including with regard to the investigation, defence, settlement or appeal thereof",
- "with regard to an Insured Event or a circumstance which may reasonably be expected to give rise to an Insured Event, take reasonable steps to avoid or diminish Loss", and
- not to "admit or assume any liability, enter into any settlement agreement or consent to any judgment without the Insurer's prior written consent" (However: "An Insured is allowed to report matters to an Official Body without the Insurer's prior written consent, but only if and when that Insured is not legally permitted by the Official Body to make a request for such consent. Having reported matters to an Official Body without the Insurer's prior written consent, the Insured shall give written notice of that report to the Insurer as soon as legally permitted to do so.").

**Subrogation** (Section 10.10 of the policy):

"Whenever the Insurer makes a payment under this policy, the Insurer shall be subrogated to the extent of that payment to each Insured's rights of recovery. Each Insured shall do nothing to prejudice those rights, shall take all steps that can be reasonably expected to secure and preserve those rights and to enable the Insurer to bring legal proceedings in the name of the Insured, and shall provide the Insurer with all other assistance reasonably required by the Insurer in the pursuit of those rights."

## 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 Number and the name of the Policyholder 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  
E-mail: [claims.fl2@aig.com](mailto: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](mailto:uk.customer.relations@aig.com)  
Online: [www.aig.co.uk/your-feedback](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 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](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://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](mailto: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, 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg, by email at [reclamation@caa.lu](mailto:reclamation@caa.lu) or online through the CAA website: [www.caa.lu](http://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](http://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 Privacy Policy is available at [www.aig.co.uk/privacy-policy](http://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](mailto:dataprotectionofficer.uk@aig.com)

AIG Europe S.A.'s Privacy Policy is available at [www.aig.lu/en/privacy](http://www.aig.lu/en/privacy) or by requesting a copy from: Data Protection Officer, AIG Europe S.A. 35D Avenue John F Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg or by email to: [dataprotectionofficer.lu@aig.com](mailto:dataprotectionofficer.lu@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.

### London

58 Fenchurch Street  
London EC3M 4AB  
Tel: 020 7954 7000

### Birmingham

Embassy House,  
60 Church Street  
Birmingham B3 2DJ  
Tel: 0345 600 5678

### Croydon

2-8 Altyre Road, Croydon  
Surrey CR9 2LG  
Tel: 020 8681 2556

### Glasgow

Centenary House  
69 Wellington St  
Glasgow G2 6HG  
Tel: 0141 303 4400

### Manchester

4th Floor,  
201 Deansgate  
Manchester M3 3NW  
Tel: 0161 832 8521

## 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](http://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.

## The Insurer

Before the Policyholder purchases the policy, it will be informed whether its insurer for the policy will be American International Group UK Limited or AIG Europe S.A. or both.

### American International Group UK Limited

American International Group UK Limited is registered in England: company number 10737370. Registered address:

The AIG Building, 58 Fenchurch Street, London, EC3M 4AB. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). This information can be checked by visiting the FS Register ([www.fca.org.uk/register](http://www.fca.org.uk/register)).

### AIG Europe S.A.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), [www.caa.lu/](http://www.caa.lu/). AIG Europe S.A. is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (FRN number 818443). This information can be checked by visiting the FS Register ([www.fca.org.uk/register](http://www.fca.org.uk/register)). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

AIG Europe S.A. is a public limited company (société anonyme) incorporated in the Grand-Duchy of Luxembourg. AIG Europe S.A., UK Branch is registered in England and Wales respectively with branch establishment numbers BR020570. Registered branch office address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, United Kingdom.

