

Important Notice to Policyholders

Your BusinessGuard Policy – Significant Changes

Limit of Liability

We have made a change to our BusinessGuard product to amend the limit of liability from an any one loss to an aggregate basis. This change has been taken to ensure we can continue to provide sustainable capacity solutions to our brokers and clients.

First, we have amended Section 6. Limit & Retention, 6.1 Limit of Liability (i) of the policy wording(s) to note that the limit of liability for each Insurance Cover is the total amount payable in respect of all claims in the aggregate under such Insurance Cover. Please see the wording for precise language.

Second, we have amended Item 4 of the policy schedule to note that for each Insurance Cover purchased the limit of liability is in the aggregate.

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This Section is a separate Insurance Cover and all of the terms and conditions applying to this Insurance Cover 1.5-Crime Loss are stated herein. Coverage is only available under this Insurance Cover if marked as purchased on the Schedule.

The following Insurance Cover 1.5 is afforded solely for *direct financial loss* first *discovered* during the *policy period* and reported to the *insurer* as required by this policy.

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

1. Insurance Cover

1.5 Crime Loss

- (i) Employee and Third Party Dishonest Acts
The *insurer* shall pay the *direct financial loss* of any *insured entity* resulting from *dishonest acts*.
- (ii) Theft, destruction and damage of *money* or *securities*
The *insurer* shall pay the *direct financial loss* of any *insured entity* directly resulting from the physical loss of or damage to or actual destruction or disappearance of any *insured entity's money* or *securities* including damage to or actual destruction of safes or vaults. If such loss or damage is caused by fire, then the sub-limit referred to in Item 5 of the Schedule shall apply and shall be payable as part of the *limit of liability*.
- (iii) Ownership and Care, Custody and Control
The *insurer* shall pay the *direct financial loss* of any *insured entity* resulting from loss of *money, securities* or other property belonging to any *third party* or other organisation, but which is in the care custody or control of the *insured entity*.
- (iv) Shareholders
The *insurer* shall pay the *direct financial loss* of any *insured entity* resulting from *dishonest acts* of any person who owns or controls any of the *insured entity's* issued share capital. If such person owns or controls more than 5% of the *insured entity's* issued share capital, then the *insurer's* liability for *direct financial loss* shall be reduced by:
 - (a) any amount owed to such person by the *insured entity*; and
 - (b) the financial value of such person's share in the *insured entity* as determined by an independent valuation of such share as at the date such *dishonest act* is first *discovered*.

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- (v) Fees, costs and expenses
The following applies to fees, costs and expenses incurred during the *policy period* up to the sub-limits referred to in Item 5 of the Schedule for each item, for which no *retention* shall apply and which are payable in addition to the *limit of liability*:
- (a) Legal fees
The *insurer* shall pay the *insured entity's* reasonable legal fees costs and expenses incurred in the defence of any written demand, claim, suit or legal proceeding, which the *insured entity* subsequently establishes results directly from a covered or potentially covered *direct financial loss*.
- (b) Reconstitution costs
The *insurer* shall pay the *insured entity's* reasonable cost of labour incurred in rewriting or amending the *insured entity's* software programs or systems where such rewriting or amending is necessary to correct the programs or systems following a covered *direct financial loss*.
- (c) Use of fraud investigator
The *insurer* shall pay the *insured entity's* reasonable fees, costs and expenses incurred in retaining a fraud investigator, pre-approved by the *insurer* in writing, to investigate, prove and report a covered or potentially covered *direct financial loss*. The fraud investigator must not have a conflict of interest.

2. Extensions

2.1 Impersonation Fraud

The *insurer* shall pay the *loss* of the *insured entity* for a *loss* resulting directly from the *insured entity* having, in good faith:

- i) transferred money from its own accounts; or
ii) amended current payment details of a customer, supplier, or service provider, as a result of a fraudulent instruction (via email, telephone or facsimile), communicated to an *employee* of the *company*, by a person purporting to be:
- (a) a director, officer, partner, member or sole proprietor of the *company* or other *employee* of the *company*; or
(b) a customer, supplier, service provider or adviser, or a representative or employee of such person or entity that has a legitimate pre-existing arrangement or written agreement to provide goods or services to the *company*;

Cover under Extension 2.1 (Impersonation Fraud) is subject to the condition that prior to making the transfer or amending the current payment details, the *employee* of the *company* receiving the fraudulent instruction has *verified* that the instruction is coming from a genuine person described in sub-clause (a) or (b) above.

Cover under this Extension 2.1 (Impersonation Fraud) is limited subject to the sub-limit specified in Item 5 of the Schedule.

2.2 Funds Transfer Fraud

The *insurer* shall pay the *loss* of the *insured entity* resulting directly from *funds transfer fraud*.

Cover under this Extension 2.2 (Funds Transfer Fraud) is subject to the sub-limit specified in Item 5 of the Schedule.

2.3 Discovery period

The *policyholder* shall be entitled to a *discovery period*:

- (i) automatically of 90 days if this policy is not renewed or replaced with a similar policy; or
(ii) as specified in item 8 of the schedule, subject to the *policyholder* making a request for such *discovery period* in writing and paying any additional premium required, no later than 30 days after the expiry of the *policy period*.

A *discovery period* is non-cancellable and shall not apply if a *transaction* occurs.

2.4 New subsidiaries

If the *policyholder*, during the *policy period*:

- (i) obtains either directly or indirectly, through one or more of its *subsidiaries*:
- (a) control of the composition of the board of directors;
(b) control of more than half of the shareholder voting power; or
(c) a holding of more than half of the issued share capital;
of any entity, or
(ii) creates any entity, then the term *subsidiary* will be extended to include that entity automatically, unless at the time of obtaining such control or holding, the entity:
- (c) is incorporated or domiciled in the United States of America;
(d) has any of its *securities* listed on a securities exchange or market; or
(e) is situated in a country in which a *company* does not already hold a *subsidiary*.

3. Definitions

In this policy the following words in italics shall have the definitions that follow:

3.1 Company

the *policyholder* or any *subsidiary*, provided that the *policyholder* falls within the definition of a *consumer* under section 1 of the Consumer Insurance Contracts Act 2019.

3.2 Completed Proposal Form

a precise record of the answers and/or information the *policyholder* provided to each of the specific questions asked by the *insurer* at the pre-contractual stage of a contract of insurance. This includes the answers and/or information to any prior proposal form supplied to the *insurer* which was previously completed and provided by the *policyholder*.

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The *policyholder* must answer all of the questions on the *completed proposal form* honestly and with reasonable care, failure to do so may be regarded as a *misrepresentation*.

3.3 Counterfeit or Counterfeiting

the imitation of an authentic negotiable instrument which that because of the quality of the imitation, the *insured* believes is the actual instrument. Fictitious instruments which merely contain fraudulent misrepresentations of fact are genuinely signed or endorsed are not counterfeit.

3.4 Credit Arrangement

any credit agreement, extension of credit or hire purchase agreement, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account, agreement or other evidence of debt, payments made or withdrawals from any customer's account involving items which are not finally paid for any reason

3.5 Direct financial loss

direct financial loss sustained by any *insured entity*.

3.6 Discovered

knowledge of any act, omission or event which could reasonably be seen to give rise to a *direct financial loss* by any of the *insured entity's responsible persons*.

3.7 Discovery period

a period immediately following expiry of the *policy period* during which written notice may be given to the *insurer* of any *direct financial loss* first *discovered* during such period of time in connection with any act committed prior to the end of the *policy period*, provided any applicable additional premium required by the *insurer* is paid within 30 days of expiry of the *policy period*.

3.8 Dishonest act

any fraudulent or dishonest act committed by any *employee* or *third party* with the intent to cause a *direct financial loss* to the *insured entity*. *Dishonest act* does not mean any authorised or unauthorised trading unless covered under Insurance Cover 1.5 and which results in an *employee* or *third party* making improper financial gain for themselves or for any individual or organisation intended by such *employee* or *third party* to receive such gain.

3.9 Employee

- (i) any natural person full-time, part-time, seasonal or temporary worker of any *company* who works under a contract of service with the *company*, or who is undertaking work experience, whom such *company* has the right to govern and direct in the performance of such services, and whom the *company* compensates by way of salary, wages and/or commissions.
- (ii) any natural person independent contractor if such individual is under the direction and supervision of the *company* and the *company* provides indemnification to such individual in the same manner as is provided to the *employees* referred to in (i);
- (iii) any natural person employed by an organisation to which the *company outsources* any normal administrative function under a written contract of engagement with such organisation;
- (iv) any *pension trustee*.

- (v) any ex-employee of the *insured*, for a period not exceeding 90 days following the formal termination of their employment with the *company* (other than where such termination is as a result of a *dishonest act* covered under this policy).
- (vi) any natural person who is provided to the *company* by an employment agency (or similar source) to perform the duties referred to in subsection (i) above under the *company's* supervision;

Employee also includes:

- (vii) a director of the *company* but only whilst such director is performing acts coming within the scope of the usual duties referred to in subsection (i) above; and
- (viii) a natural person who the *company* is unable to identify by name but whose act or acts have caused a *loss* covered under this *policy* provided that the evidence submitted proves beyond reasonable doubt that the *loss* was due to the act of an *employee* as referred to in subsections (i) – (vii).

Notwithstanding the above the term *employee* does not mean any person who is or acts on behalf of any external auditor, external accountant, broker, investment advisor or investment manager, factor, commission merchant, consignee, contractor or similar agent or representative unless specifically agreed by the *insurer* and endorsed to this policy.

3.10 Forgery or Forged

the hand-written signing or endorsing of the name of a genuine person or a copy of the said person's signature by any *third party* without authority and with intent to deceive. It does not include the signing in whole or in part of one's own name, with or without authority, in any capacity, for any purpose. Mechanically or electronically produced or reproduced signatures are treated the same as hand-written signatures.

3.11 Fraudulent act

- (i) the *forgery* or *counterfeiting* or *fraudulent alteration* of any *money*, *securities* or instruction upon which the *insured entity* has acted or relied and shall include *incoming cheque forgery*;
- (ii) the *forgery* or *fraudulent alteration* of any cheque or similar written promise by the *insured entity* to pay a veritable sum representing money drawn upon the *insured entity's* account at any bank at which the *insured entity* maintains a current or savings account;
- (iii) the fraudulent use of any corporate credit, debit or charge card issued to the *insured entity* or any *employee* of the *insured entity* for business purposes where such card is *forged* or is the subject of *fraudulent alteration* provided that the *insured entity* and the *employee* have complied fully with the provisions, conditions or other terms under which the card was issued and provided the *insured entity* was legally liable for such *loss*;

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(iv) the theft of the *insured entity's* assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or systems by any *third party* who does not have authorised access to such computer system by the *insured entity*; or

(v) *Incoming Cheque Forgery*.

3.12 **Fraudulent alteration**

a material alteration to an instrument for a fraudulent purpose by a *third party* other than the person who was authorised to prepare or sign the instrument.

3.13 **Funds Transfer Fraud**

The theft of the *insured entity's*:

- (i) *Money or securities* under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or systems by a *third party* who does not have authorised access to such computer system by the *insured entity*; or
- (ii) *Money or securities* from an account maintained by the *insured entity* at a financial institution (from which the *insured entity* or a person or organisation authorised by the *insured entity* may request the transfer, payment or delivery of *money or securities*), following fraudulent electronic, telegraphic, tested facsimile, tested telex, telephone or written instructions to debit such account and to transfer, pay or deliver *money or securities* from such account and which instructions purport to have come from the *insured entity* or a person or organisation authorised by the *insured entity* to issue such instructions, but which are fraudulently transmitted, issued or are *forged* or have been subject to *fraudulent alteration* by a *third party*.

3.14 **Incoming Cheque Forgery**

the *fraudulent alteration* of, on or in:

- (i) any cheque or draft:
 - (a) drawn upon by any bank; or
 - (b) drawn upon by any corporation upon itself; or
- (ii) any cheque or written order or direction to pay a veritable sum representing money drawn by any public body upon itself, or any warrant drawn by any public body which the *insured entity* shall receive at any of its *premises* in payment or purported payment for:
 - (a) tangible property sold and delivered; or
 - (b) services rendered,

subject to the *insured* retaining 20% of the *loss* in addition to the *retention* as specified in Item 4 of the Schedule.

3.15 **Insured entity**

any *company* or *plan*.

3.16 **Insurer**

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3.17 **Limit of liability**

the sums specified at Item 4 of the schedule corresponding to Insurance Cover 1.5 Crime Loss.

3.18 **Loss**

direct financial loss

3.19 **Misrepresentation**

any innocent, negligent or fraudulent answer provided by the *Policyholder* to the questions on the *completed proposal form*

3.20 **Money**

currency, coins, bank notes and bullion, cheques, travellers' cheques, registered cheques, postal orders and money orders.

3.21 **Outsource**

the retention and authorisation by the *insured entity* of a person or an organisation to perform a normal administrative function on behalf of the *insured entity*, provided that:

- (i) Such function is performed under a written contract;
- (ii) The *insured entity* retain the right to audit the performance of such function; and
- (iii) The *insured entity* can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the *insured entity* of such person or organisation to perform such function.

Cover in respect of any person or organisation to whom the *insured entity outsources* any normal administrative function shall apply in excess of any indemnification or valid and collectible insurance or indemnity, contractual or otherwise available to the *outsource* entity or the *insured entity*.

3.22 **Pension Trustee**

- (i) any natural person who was, now is or shall become:
 - (a) named as a *pension trustee* or administrator of the *plan* or constructive trustee of the *plan*;
 - (b) a director or officer or *employee* of a *company, plan* or corporate pensions trustee company, established to act as a pension trustee of the *plan*, but not an external auditor or insolvency office-holder;
- (ii) any corporate pension trustee company established to act as a pensions trustee or administrator of the *plan* but solely while acting in the capacity as a *pension trustee* or administrator of the *plan*.
- (iii) any natural person who was, is or during the *policy period* becomes responsible for internal dispute resolution procedures of a *plan* as defined in section 50 of the Pensions Act 1995 (UK Pension Scheme).

3.23 **Plan**

- (i) any past, present or future employee benefit or welfare benefit plan; or
- (ii) any past or present pension plan; established, administered or sponsored by the *company* for the sole benefit of its *employees*; or
- (iii) any pension, employee benefit or welfare benefit plan merged, transferred or terminated prior to or during the *policy period*;
- (iv) any pension, employee benefit or welfare benefit plan created or acquired by the *policyholder* during the *policy period*.

3.24 **Policyholder**

the organisation specified in Item 1 of the Schedule.

3.25 **Policy period**

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the period from the inception date to the expiry date specified in Item 3 of the schedule.

3.26 Premises

The interior portion of any building owned or occupied by the *insured entity* and in which they conduct their business.

3.27 Responsible person

any *employee* acting in a directorial, managerial or supervisory capacity other than any person who has committed a *dishonest act*.

3.28 Retention

the sum specified in Item 4 of the Schedule.

3.29 Securities

all negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property, but does not include *money*.

3.30 Subsidiary

An entity of which the *policyholder* has or had *control* on or before the inception date of this *policy* either directly or indirectly through one or more of its other *subsidiaries*.

Subsidiary shall also automatically include any entity of which the *policyholder* acquired *control* during the *policy period* unless such entity:

- (i) Is incorporated or domiciled in the United States of America; or
- (ii) has any of its securities listed on a securities exchange;
- (iii) which does not have its *securities* listed on any securities exchange;
- (iv) incorporated or domiciled in the United States of America; and
- (v) in which the *policyholder* either directly or indirectly through one or more other entities:
 - (a) controls the composition of the board of directors; or
 - (b) controls more than half of the shareholder voting power

on or before the inception date of this policy.

Cover for any *subsidiary* or any *insured persons* of such *subsidiary* shall only apply for acts, errors or omissions committed or occurring whilst such entity is a *subsidiary*.

For any such entity that falls within (i) or (ii), cover shall apply automatically for a period of either 30 days from the date the *policyholder* acquires *control* or 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* requests, cover may be extended for a longer period of time provided that the *policyholder* provides the *insurer* with sufficient details during such 30 day period to permit the *insurer* to assist 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*.

3.31 Third party

any person who is not an *employee* of any *insured*.

3.32 Transaction

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any one of the following events:

- (i) the *policyholder* consolidates with or merges into (such that the *policyholder* is no longer the parent company), or sells all or substantially all of its assets to, any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or collectively with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the *policyholder* or control the appointment of directors who are able to exercise a majority of votes at meetings of the board of directors of the *policyholder*;
- (iii) any *company* lists its *securities* on any securities exchange; or
- (iv) receivership or liquidation of the *policyholder*.

3.33 Verified/Verify

the genuineness of a person, who communicated the fraudulent instruction, verified independently from the person who communicated the fraudulent instruction and confirmed by the *insured entity*:

- (a) through a telephone call back procedure consisting of calling the requestor by using the telephone number of such requestor which is:
 - (i) held on file by the *insured entity*, or
 - (ii) available in the internal phone directory of the *insured entity* or
 - (iii) verifiable in the public domain; or
- (b) where such instruction is in the form of an email, by verifying and ensuring that the genuine requestors' work email address has been used for such instruction.

3.34 Transaction

any one of the following events:

- (i) the *policyholder* consolidates with or merges into (such that the *policyholder* is no longer the parent company), or sells all or substantially all of its assets to, any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or collectively with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the *policyholder* or control the appointment of directors who are able to exercise a majority of votes at meetings of the board of directors of the *policyholder*;
- (iii) any *company* lists its *securities* on any securities exchange; or
- (iv) receivership or liquidation of the *policyholder*.

4. Exclusions

The *insurer* shall not be liable for:

4.1 Benefits

salaries, fees, commission, bonuses and similar *employee* benefits earned in the normal course of employment.

4.2 Prior notifications or known circumstances

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direct financial loss:

- (i) arising out of, based upon or attributable to any fact, matter, circumstance or occurrence which has been notified to any insurer under any other policy of insurance effected prior to the inception date of this policy; or
- (ii) of which the *insured entity* or its *responsible persons* were aware prior to the inception date of this policy; or
- (iii) occurring prior to the date upon which a *subsidiary* became a covered *subsidiary*.

4.3 Direct Financial Loss sustained after knowledge

direct financial loss occurring after the time any *responsible person* of an *insured entity* first becomes aware that:

- (i) any *dishonest act* has occurred; or
- (ii) an *employee* has previously committed a *dishonest* or *fraudulent act* prior to employment with any *insured entity*.

4.4 Confidential information

loss of or damage to proprietary information, intellectual property, trade secrets, confidential processing methods, or other confidential information of any kind.

4.5 Agent acts

any act, error or omission of any independent contractor (other than an *employee*), broker, merchant, external solicitor or external account, or other similar agent or representative. This exclusion shall not apply to any organisation to which the *insured entity* has *outsourced* any normal administrative function under a written contract of engagement with such organisation.

4.6 Premises damage

Damage or destruction to any *premises* or building

4.7 Fire

direct financial loss or damage caused by fire, other than loss of or damage to *money*, *securities*, safes or vaults covered under Insurance Cover 1.5 (ii) -Theft, destruction and damage of *money* or *securities*.

4.8 Voluntary exchange or purchase

direct financial loss arising out of the voluntary giving or surrendering (whether or not such giving and surrendering is induced by deception) of *money*, *securities* or other property in any exchange or purchase, unless the *insured entity* has taken reasonable steps to prevent such *direct financial loss*.

4.9 Forcible and Violent Theft

direct financial loss occurring following forcible or violent entry to any *premises* occupied by an *insured entity* by any *third party*, where such *third party* is acting alone and not in collusion with any employee; other than where covered under Insurance Cover 1.5 (ii).

4.10 Profit, loss or inventory computation

direct financial loss which can only be proved solely by:

- (i) a profit and loss computation or comparison; or
- (ii) a comparison of inventory records with an actual physical count.

4.11 Indirect loss

- (i) indirect or consequential loss of any nature; or
- (ii) any sum representing loss or deprivation of income or profits, including but not limited to interest and dividends; or

- (iii) any sum arising out of, based upon or attributable to:

- a) business interruption including loss of computer time or use;
- b) mechanical, electronic or software failure, faulty construction, error in design, latest defect, wear or tear, gradual deterioration, electrical disturbance, failure, breakdown or any malfunction of equipment; or error in programming or errors or omissions in processing data;

5. Reporting and Assessment of Direct Financial Loss

5.1 Reporting a direct financial loss

Direct financial loss must be reported as soon as practicable as soon as a *responsible person* first becomes aware of such *direct financial loss*, but in all events no later than:

- (i) during the *policy period* or *discovery period*; or
- (ii) within 90 days after the end of the *policy period* or *discovery period* as long as notice is given to the *insurer* within 90 days after such *direct financial loss* is first *discovered* by the *insured entity*.

If the *insured entity* notifies a *direct financial loss* to the *insurer* then the *insured entity* must provide to the *insurer* as soon as practicable but no later than 6 months after such loss is first *discovered*:

- (iii) affirmative proof of *direct financial loss*; and
- (iv) all requested information and documents and co-operation in all matters pertaining to *direct financial loss*.

Direct financial loss discovered by an *insured entity* or any *responsible person* of such *insured entity* shall constitute knowledge possessed and *direct financial loss discovered* by all *insured entities*.

All notifications relating to *direct financial loss* must be in writing to:

Financial Lines Claims
 AIG Europe S.A./AIG Europe S.A.
 30 North Wall Quay
 International Financial Services Centre,
 Dublin 1.
 Or by email FLCLAIMS.IE@AIG.COM.
 or by facsimile to + 00 353 1 2837773.

5.2 Related direct financial loss

For the purpose of the *limit of liability* and applying the *retention*, any *direct financial loss* resulting from any single act, single omission, or single event, or series of related or continuous act, omissions or events shall be considered a single *direct financial loss*.

5.3 Subrogation

In the event of any payment under this policy, the *insurer* shall be subrogated to the extent of such payment to all of the *insured entity's* rights of recovery, contribution and indemnity and the *insured entity* will provide all reasonable assistance and will do nothing to prejudice such rights. Without prejudice to the

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foregoing, the *insurer* will not exercise its rights of subrogation against an *insured entity* in connection with a claim unless it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

5.4 Basis of Valuation

In no event shall the *insurer* be liable under this Insurance Cover 1.5 Crime Loss for more than:

- (i) the actual market value of *securities, money* or precious metals at the close of business on the day the *direct financial loss* was first *discovered* (determined by the value published in the Financial Times in the United Kingdom), or the actual cost of replacing the *securities, money* or precious metals, whichever is less;
- (ii) the actual cash value of other property (not referred to in (i) above) at the close of business on the day the *direct financial loss* was first *discovered*, or the actual cost of replacing the property with property of like quality or value, whichever is less;
- (iii) the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data furnished by the *insured entities* in order to reproduce books of account or other records; or
- (iv) the cost of labour for the actual transcription or copying of electronic data furnished by the *insured entities* in order to reproduce such electronic data (however, if such electronic data cannot be reproduced and represents *securities*, then the *insurer's* liability shall be valued in accordance with (i) immediately above).

5.5 Use of fraud investigator

In addition to reporting and investigation *direct financial loss* in accordance with Insurance Cover 1.5 (v) (c), the fraud investigator shall advise as to when and how the *insured entity's* controls were or may have been breached and summarise recommendations which may prevent future similar *direct financial loss*. The *insurer* has the right to attend the initial meeting between the *insured entity* and the fraud investigator. There shall be no cover for the costs and expenses of a fraud investigator unless the fraud investigator is pre-approved by the *insurer* in writing.

6. Limit & Retention

6.1 Limit of liability

The *limit of liability* is the maximum limit of the *insurer's* liability with respect to all *losses* arising under this Insurance Cover 1.5 Crime Loss. The *limit of liability* shall apply on an aggregate basis, unless specified otherwise in the schedule. The *insurer* shall have no further liability in excess of the *limit of liability*, irrespective of the number of *insured entities* or amount of any *direct financial loss*. Where a sub-limit of liability applies to any Insurance Cover or Extension, then such sub-limit is the most the *insurer* shall pay under this policy for all *losses*.

6.2 Retention

The *insurer* shall only pay the amount of any *direct financial loss* which is in excess of the applicable *retention*. No *Retention* shall apply to Insurance Cover 1.5 (v) and to any *pension trustee dishonest act* in connection with the Employee Retirement Income Security Act of 1974 (USA).

7. General Provisions

7.1 Cancellation

This policy may be cancelled by the *policyholder* by giving notice in writing of cancellation to the *insurer*, within 14 working days after the date when the *policyholder* is informed that the contract of insurance has been concluded. In such circumstances, the *insurer* shall not impose any financial cost on the *policyholder* other than the cost of the premium for the period of cover.

After such 14 day period, this policy may only be cancelled for non-payment of the premium by the *policyholder*.

7.2 Other insurance and indemnification

This policy shall always apply excess over any other:

- (i) more specific valid and collectible insurance available to the *insured entity* from any other party; and
- (ii) any *money, securities* or other property received by the *insured entity* from any other party in connection with any covered *direct financial loss*.

7.3 Changes in Risk

The *insurer* shall not be liable for *direct financial loss* suffered as a result of a *dishonest act* occurring after the effective date of a *transaction*.

Cover shall only apply to an *insured entity* after that date on which such *insured entity* became an *insured entity*. Cover for any *plan* that was transferred, spun-off or terminated prior to or during the *policy period* shall only apply to covered acts, errors or omissions occurring prior to the date such *plan* was transferred, spun-off or terminated.

7.4 Disputes

Any dispute regarding any aspect of this policy or any matter relating to cover thereunder which cannot be resolved by agreement within 60 days, shall be referred to binding arbitration by either party, upon giving 7 days' notice to the other, in Dublin, before a member of the Bar Council of Ireland agreed by both parties, or to be appointed by the Chair of the Bar Council in default of agreement, according to its then prevailing arbitration rules. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by an arbitrator having knowledge of the legal and insurance issues relevant to 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 to, and shall not award attorneys' fees or other costs. The costs of the arbitrator and any arbitration fees will be borne equally by the Insurer and the relevant Insured's. Thereafter it shall be the arbitrators decision to award the costs of

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any arbitration upon resolution of the dispute. It is agreed by all parties, in the event that separate disputes arise between the Insurer and several Insured's on related matters, these shall be resolved together or consecutively as the arbitrator shall consider appropriate.

7.5 Proposal and Representation

In granting cover to the *insured entity*, the *insurer* has relied upon the statements and particulars in the proposal together with its attachments and other information supplied. All such statements, attachments and information are the basis of and are incorporated into the contract. The *insured entity* shall not conceal or misrepresent any material fact or circumstance when making such representation.

7.6 Notice and authority

The *policyholder* shall act on behalf of all *insured entities* with respect to the giving of notice of any *direct financial loss*, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy and the exercising or declining of any right to a *discovery period*.

7.7 Assignment

This policy nor any right hereunder may be assigned without the prior written consent of the *insurer*.

7.8 Governing law

Any interpretation of this policy or issue relating to its construction, validity or operation shall be determined by the laws of the Republic of Ireland.

7.9 No Third Parties

Nothing in this policy is intended to confer a directly enforceable benefit on any *third party* other than an *insured entity*, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

7.10 Headings and Titles and other References

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this policy. Words and expressions in the singular shall include the plural and vice versa. In this policy, wordings in italics typeface shall have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them. A reference to "this policy" herein shall mean a reference to this Insurance Cover 1.5 Crime Loss policy only. References to legislation shall be those of England and Wales, unless otherwise specified, and shall include any subsequent amendments or re-enactments thereof, and the equivalent legislation in other jurisdictions. All reference to titles and positions shall mean the equivalent in other jurisdictions.

7.11 Sanctions

The *insurer* shall not be deemed to provide cover and the *insurer* shall not be liable to pay any *loss* or provide any benefit hereunder to the extent that the provision of such cover payment of such *loss* 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

European Union, Republic of Ireland, United Kingdom or United States of America

7.12 Irish Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link:
<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>.

7.13 Cooling-off Period

A 14 working days from the start date of this AIG insurance policy to cancel the cover without penalty. The *Policyholder* will however be charged a pro rata premium for the period of cover. The *Insurer* will require your cancellation request to be in writing (by email or letter) with the policy number details included. The cancellation will only take effect upon our receipt of written cancellation request.

7.14 Complaints

AIG Europe S.A., wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer
AIG Europe S.A.,
30 North Wall Quay,
IFSC,
Dublin 1,
D01 R8H7.

Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed). At any stage you may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.
Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

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Phone: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

7.15 Impact of Misrepresentation

The Impact of any Misrepresentation by the *Policyholder*, is as follows:

- (a) *Innocent Misrepresentation*:
Where the *Policyholder* have answered all questions in the *completed proposal form* honestly and with reasonable care but where the *Policyholder* made an *innocent misrepresentation* (that is, one that is neither negligent nor fraudulent) the *Insurer* will pay any covered *claim* event subject to the terms and conditions of this policy.
- (b) *Negligent Misrepresentation*:
If the *Policyholder* make a negligent *misrepresentation* or fail to take reasonable care in completing the *completed proposal form* the cover under this policy may not fully operate and in the event of a *claim* the *Insurer* will exercise one of the following remedies:
- (i) If knowing the full details the *Insurer* would not have entered into the insurance contract, the *Insurer* may avoid the contract, refuse all claims and return any premiums paid by the *Policyholder*.

- (ii) If the *Insurer* would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
- (iii) If the *Insurer* would have entered into the contract of insurance but have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on the *claim*.
- (iv) Where there is no outstanding *claim* under the contract of insurance, the *Insurer* may either:
- (a) give notice to the *Policyholder* that in the event of a *claim* the *Insurer* will exercise the remedies in paragraphs (a) to (c), or
- (b) terminate the contract by giving reasonable notice to the *Policyholder*.

(c) **Fraudulent Misrepresentation:**

If the *Policyholder* make a fraudulent *misrepresentation* or where any conduct by the *Policyholder* or *Insured* involves fraud of any kind the *Insurer* shall be entitled to avoid the contract of insurance and refuse any *claims*.

7.16 Alteration of Risks

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded

7.17 Regulatory Compliance

The *insurer* complies with all applicable laws and regulations in the provision of this Policy.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/> AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

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AIG Europe S.A., is an insurance undertaking. We do not provide advice or any personal recommendation about this product. Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.

How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts. “**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective

purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.