



A capital stock company
(the "Insurer")

POLICY NUMBER:

[Variable]

REPLACEMENT OF POLICY NUMBER:

[Variable]

Directors & Officers Side A Statement

SIDE A DIRECTORS & OFFICERS LIABILITY INSURANCE POLICY

NOTICES: This policy provides claims-made coverage. Such coverage is generally limited to liability for **Claims** first made against **Insureds** during the **Policy Period** or, if applicable, the **Discovery Period**. Coverage under this policy is conditioned upon notice being timely provided to the **Insurer** as required (see the Notice and Reporting clause for details). Covered **Defense Costs**, **Clawback Assistance Costs** and **Asset Protection Costs** shall reduce the **Limits of Liability** available to pay judgments or settlements, and shall be applied against the retention amount. The **Insurer** does not assume any duty to defend. Please read this policy carefully and review its coverage with your insurance agent or broker.

DECLARATIONS

1. **NAMED ENTITY:** [Variable]
Named Entity Address: [Variable]

State of Formation: [Variable]
2. **POLICY PERIOD:** From: [Variable] To: [Variable]
The **Policy Period** incepts and expires as of 12:01 A.M. at the **Named Entity Address**.
3. **PREMIUM:** \$ [Variable]
4. **LIMIT OF LIABILITY:** \$ [Variable]
5. **PASSPORT:** This policy serves, or does not serve, as a master Passport policy.
6. **INSURER**
 - (a) **Insurer Address:** 1271 Avenue of Americas
New York, NY 10020 [Variable]
 - (b) **Claims Address:** By E-Mail: c-claim@AIG.com

By Mail: AIG Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225 [Variable]

In either case, reference the Policy Number.

7. CONTINUITY DATES

(a) **Outside Entity Executive Coverage**--The date on which the **Executive** first served as an **Outside Entity Executive** of such **Outside Entity**.

(b) All other coverage: [Variable]

8. TRIA PREMIUM, TAXES AND SURCHARGES

(a) [TRIA Premium Var.]: \$ [Variable]

(b) [Variable]: \$ [Variable]

(c) [Variable]: \$ [Variable]

(d) [Variable]: \$ [Variable]

["**TRIA Premium**" means the premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act 2002. The **TRIA Premium** amount indicated above is included in **Premium**. A copy of the TRIA disclosure sent with the original quote is attached hereto. Variable.]

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed below by its President, a Secretary and its duly authorized representative.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE (Where Required)	DATE	COUNTERSIGNED AT
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