



**A capital stock company**  
(the "Insurer")

POLICY NUMBER:

REPLACEMENT OF POLICY NUMBER:

# Directors & Officers Statement

## BROAD FORM MANAGEMENT LIABILITY INSURANCE POLICY

NOTICES: This policy provides claims-made coverage. Such coverage is generally limited to liability for (i) **Claims** first made against **Insureds**, and (ii) **Crises** first occurring, in each case, 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, Investigation and Response 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. **RETENTION:** Not applicable to: (i) **Non-Indemnifiable Loss**, (ii) **Crisis Loss** or (iii) **Investigation and Response Costs**.

(a) **Securities Retention:** \$ [Variable]

(b) **Employment Practices Retention:** \$ [Variable]

(c) All other **Loss** to which a Retention applies: \$ [Variable]

If the **Organizations** fail or refuse to satisfy an applicable Retention, this policy shall advance the **Loss** of an **Insured Person** pursuant to the ADVANCEMENT Clause.

**6. RELATED INVESTIGATION COSTS**

This policy:

- does not provide **Related Investigation Costs** coverage.
- provides **Related Investigation Costs** coverage as set forth in the attached **Related Investigation Costs** coverage appendix which:

- (a)  includes *Violation of Statute, Rule or Regulation Regulating Securities Coverage* **Securities Violation Known Wrongful Act Date: xx/xx/xxxx**  
 does not include
- (b)  includes *Violation of Any Law Other Than Securities or Foreign Corrupt Practices Law Coverage* **Other Law Violation Known Wrongful Act Date: xx/xx/xxxx**  
 does not include
- (c)  includes *Violation of Foreign Corrupt Practices Law Coverage* **Foreign Corrupt Practices Violation Known Wrongful Act Date: xx/xx/xxxx**  
 does not include *Foreign Corrupt Practices Violation sublimit: xxxx*
- (d)  includes *Lookback Coverage* **Lookback Known Wrongful Act Date: xx/xx/xxxx**  
 does not include
- (e)  includes *Lookback Retention Credit Coverage* **Lookback Retention Credit Known Wrongful Act Date: xx/xx/xxxx**  
 does not include *Lookback Retention Credit credit: xxxx*

**7. PASSPORT:**

This policy  serves, or  does not serve, as a master Passport policy.

**8. INSURER**

(a) **Insurer Address:** 1271 Avenue of Americas  
New York, NY 10020][Variable]

(b) **Claims Address:** By E-Mail: [c-claim@AIG.com](mailto: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.

**9. 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]

**10. 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