Offering of Securities Liability

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Offering of Securities Liability**

Date of last review: August 2023

Date of next review: within 12 months of the above date

CFC Europe S.A. is authorised and regulated by the Financial Services and Markets Authority (FSMA). Registered number: 0711818068.

This document is a summary of cover available under the Offering of Securities Liability product. Complete pre-contractual and contractual information is provided in the full policy documentation. The coverages you have purchased are shown in your policy schedule.

What is this type of insurance?

Management liability insurance - Offering of Securities Liability

What is insured?

Claims made against you arising out of:

- Sums the insured person becomes legally obliged to pay as a result of any claim arising solely out of the offering issued by the company.
- Sums the company becomes legally obliged to pay as a result of a claim against the insured person arising solely out of the offering issued by the company.
- Sums the company becomes legally obliged to pay as a result of a claim against it arising solely out of the offering issued by the company.
- Costs incurred as a result of an investigation initiated against the insured persons arising solely out of the offering issued by the company.
- Cover for non-executive directors as a result of any claim arising solely out of the offering issued by the company, subject to the circumstances outlined within the policy.
- Cover the for the underwriters arising solely out of the offering issued by the company, but only to the extent the company has indemnified them.
- Cover for any selling shareholders of the company for sums they become legally obliged to pay as a result of any claim arising solely out of the offering issued by the company.

Additional covers

- Reimbursement for measures taken by you to mitigate a claim or potential claim for which you would be entitled to indemnity under the policy.
- Court attendance costs
- Reputation and brand protection

What is not insured?

- ✗ Circumstances or occurrences known, or ought reasonably to have been known, at the start of your policy
- ✗ Personal profit and deliberate acts
- Uninsurable fines
- ✗ Claim brought by you or on your behalf in the United States of America. However, this Exclusion will not apply to:
  - Insured person's costs and expenses;
  - any claim against the insured person pursued by an insolvency administrator, receiver, liquidator or other insolvency officer of the company; or
  - any claim against the insured person pursued by the company, or any claim against the insured person pursued by a shareholder of the company acting solely in their capacity as a shareholder (and not at the instigation of the company or the insured persons).

Are there any restrictions on cover?

- ! We will not cover the amount of the deductible
- ! Where more than one claim arises from the same original cause or single source or event, all of those claim will be deemed to be one claim
- ! We will not pay more than the limits of liability specified on your policy schedule

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Where am I covered?

Please check your policy schedule for:

- ✓ Territories in which legal action can be brought against you
- ✓ Jurisdictions in which your business activities are covered

What are my obligations?

- You must provide all information which may be relevant to the cover in a clear and accessible manner and as accurately and completely as possible.
- You must notify us of any incident, circumstance or claim in accordance with the conditions detailed in the policy document.
- You must not admit liability for or settle or make or promise any payment or incur any costs and expenses without our prior written agreement.
- You must maintain all your rights of recovery against any third party and make these available to us where possible.

When and how do I pay?

You must pay the premium no later than 60 days beyond the inception date stated on your policy schedule.

Speak with your insurance broker or adviser for how to pay.

When does the cover start and end?

Your cover starts on the inception date stated on your policy schedule and ends on the expiry date stated on the policy schedule.

How do I cancel the contract?

You may cancel the contract by giving us 30 days' written notice.