

Chubb Elite Investment Management Insurance Policy

Fact Sheet

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Chubb Elite Investment Management Insurance Policy covers claims arising from acts, errors, omissions, breach of duty, breach of trust, breach of authority, misstatement or a misleading statement by the investment manager or managed investment scheme in the course of conducting investment-related services.

About this Factsheet

This factsheet relates to the Chubb Elite Investment Management Insurance Policy and is issued by Chubb Insurance New Zealand Limited (Company No. 104656, FSP No. 35924). It provides you with a factual summary of the key features and exclusions of the Chubb Elite Investment Management Insurance Policy and does not take into account your personal circumstances, objectives, financial situation or needs. You should read the Chubb Elite Investment Management Insurance Policy, which sets out the full insuring clauses, definitions, schedule, extensions, terms, conditions, exclusions and limits of liability, having regard to your own circumstances, before making any decisions about this insurance policy and contact your financial adviser to obtain financial advice as required.

What is Covered

- Loss arising from:
 - Directors and Officers Liability for investment managers and the fund itself
 - Company Reimbursement for Directors and Officers Liability where the Company has indemnified such Directors and Officers
 - Professional Indemnity for Investment Services provided by the Company
 - Crime

General Coverage Extensions

- The Policy can extend to cover:
 - New Subsidiaries, provided the activities are not materially different from the Policyholder, the total asset is not more than 20% of the Principal Organisation and it is not domiciled in the US.
 - New Funds Cover in respect of any Fund that is acquired, created or incorporated during the Policy Period
 - Automatic Run Off for Funds and Subsidiaries
 - Management Buy Outs in the event of a Subsidiary of the Insured Organisation ceasing to be owned

- by the Insured Organisation as a result of a buy-out by existing management
- Deprivation of Assets Expenses arising from a Claim
- Key Man Loss - Chubb will reimburse the Insured Organisation for the reasonable costs and expenses with the prior written consent of Chubb in order to prevent or limit adverse effects that is directly caused by the discharge or enforced resignation of a key Investment Manager
- Extradition Proceedings
- Bail Bond Costs, Crisis Costs and Public Relations Expenses
- Legal Representation Expenses
- Pre-Investigation Costs.

D&O Section Coverage Extensions

- The D&O Section can extend to cover:
 - An Additional Excess Limit for Directors & Officers for Non-Indemnified Loss
 - Claims made against an Insured Person whilst acting as an Outside Director for which the Insured Organisation is not permitted to Indemnify
 - Tax Liability
 - Civil Fines or Pecuniary Penalties
 - Costs, charges and expenses incurred by any shareholder of the Insured Organisation in pursuing a Claim to the extent that the Insured Organisation is legally liable pay such costs.

PI Section Coverage Extensions

- The PI Section can extend to cover:
 - Loss of Documents
 - Breach of Privacy
 - External Dispute Resolution - any action or complaint by a consumer in an external dispute resolution ('EDR') body approved by the responsible Minister of the Crown under the Financial Service Providers (Registration and Dispute Resolution) Act 2008

- Mitigation Costs - Chubb's consent, Chubb will pay reasonable expenses incurred and paid by the Insured in taking action which prevents a Professional Indemnity Claim being made and where, in the absence of such action, such Claim would have been made.

Crime Section Coverage Extensions

- The Crime Section can extend to cover:
 - Crime Costs - with Chubb's prior written consent, Chubb will pay reasonable expenses incurred and paid by the Insured Organisation only when establishing the existence and amount of any direct Loss that is covered under Crime.
 - Reproduction of Electronic Computer Programs - Chubb will pay any reasonable expenses incurred and paid by the Insured Organisation, with Chubb's prior written consent in reproducing or duplicating electronic computer programs damaged or destroyed as a result of Criminal Conduct covered under Crime.

What is not covered

General Section

- Loss arising from:
 - Prior Matters
 - Wilful breach of duty or committing deliberate criminal, fraudulent or dishonest act or omission unless covered by Crime
 - Bodily Injury or Property Damage.

D&O Section

- Loss arising from:
 - Insured versus Insured claims (in the USA only)
 - Professional Indemnity related claims
 - Outside Directorship Liability when:
 - Any Loss that is insured under any other policy entered into by, or effected on behalf of the Outside Organisation, or under which the Insured Person is a beneficiary, whether prior or current

- Any Insured or Outside Organisation or any director, officer or employee of the Outside Organisation or any individuals or entities who at the time of the Wrongful Act directly or beneficially owns 20% or more of the Outside Organisation or had/has a representative individual or individuals holding a board position in such Outside Organisation.

PI Section

- Loss arising from:
 - Counterparty Insolvency - the policy excludes Losses from when the counter party (Investment company, broker, dealer, buyer, seller or underwriter or other organisations other than the Insured Organisation) fails or suspend to pay or fails to fulfil a contract.
 - Pollution
 - Assumed Liability attached to the Insured by a contract, warranty or agreement which would not have otherwise attached.

Crime Section

- Loss arising from:
 - Uncovered Matters - consequential losses, hidden and/or gradual damage to physical properties
 - Proprietary Information - Loss resulting from the use, accessing and dissemination of any confidential information
 - Fraudulent Features in Electronic Computer Programs - Loss resulting from fraudulent features contained in electronic computer programs developed for sale to, or that were sold to, multiple customers at the time of their acquisition from a vendor or consultant
 - Infidelity of Directors
 - Known wrongful acts.

About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

Chubb is defined by its extensive product and service offerings, broad distribution capabilities and exceptional financial strength.

Why Chubb?

- **Leadership** - Chubb has been committed to protecting New Zealand businesses for over 40 years. Chubb leverages global expertise and local acumen to tailor insurance solutions for a diverse group of clients. This includes large multinational companies, local corporates and SMEs, individuals with substantial assets to insure and consumers purchasing travel insurance.
- **Protection** - The true measure of an insurer is how it responds to and manages claims. We strive to treat each customer the way we would like to be treated if we experienced the same loss - with integrity, empathy, promptness and fairness - and to reach mutually agreeable outcomes.
- **Endurance** - Chubb's financial stability and ability to pay claims rate among the best in the insurance industry, as attested by leading insurance rating services.

More information can be found at www.chubb.com/nz.

Contact Us

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Financial Services Provider No. 35924

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