
Crisis Solution (Corporate) 2.0 Endorsement

ARMED ASSAULT

1. The policy is amended by adding the following schedule:

Armed Assault Schedule

Armed Assault Limits of Liability
(all amounts specified are for each single **Armed Assault**):

1. Armed Assault Overall Limit of Liability: USD []
2. **Crisis Consultants** fees and expenses: USD []
3. **Legal Liability Loss**: USD []
4. Additional Expenses: USD []
5. (i) **Death or Disability Benefits**: USD []
(ii) **Death or Disability Benefits** Maximum Benefit Sum: USD []
6. **Business Interruption Loss**: USD [] per day during the **Period of Restoration**, but not exceeding USD [] in total
7. Waiting Period: [] hours

2. Section 1, Insurance Covers, is amended by adding the following:

Armed Assault Insurance Cover

The Insurer shall reimburse the **Policyholder** for a **Company's Business Interruption Loss** resulting from a **Business Interruption** directly caused by an **Armed Assault** which commences during the **Policy Period** and within the **Territory**.

3. In Section 2, Definitions, the definition of **Insured Event** is amended by adding the following:

For the purposes of the Armed Assault Insurance Cover, Insurance Cover 1.3 (Crisis Consultant Response), Insurance Cover 1.7 (Legal Liability), Insurance Cover 1.8 (Additional Expenses) and Insurance Cover 1.9 (Death or Disability Benefit), **Insured Event** also means an **Armed Assault**. For the purposes of all the other Insurance Covers, **Insured Event** does not include an **Armed Assault**.

A result of this is that, as well as cover with regard to **Armed Assaults** being afforded under the Armed Assault Insurance Cover, cover with regard to **Armed Assaults** is afforded under Insurance Cover 1.3 (Crisis Consultant Response), Insurance Cover 1.7 (Legal Liability), Insurance Cover 1.8 (Additional Expenses) and Insurance Cover 1.9 (Death or Disability Benefit).

4. In Section 2, Definitions, the definition of **Loss or Expense** is amended by adding the following:

Loss or Expense also means **Business Interruption Loss**.

5. Section 2, Definitions amended by adding the following:

Armed Assault means a physical attack on an **Insured Person** who is on **Property** or traveling for a **Company** by use or display of a **Lethal Weapon** and resulting in the death, **Permanent Total Disablement** or **Traumatic Medical Condition** of an **Insured Person**. However, **Armed Assault** does not include such a physical attack which:

- (i) occurs in any war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to the foregoing;
- (ii) occurs to an **Insured Person** while taking part in military operations or exercises;
- (i) is accompanied by a demand for ransom; or
- (ii) occurs during the course of a **Kidnapping, Hijacking, Extortion** or **Detention**.

Business Interruption means the closure of all or part of a **Company's** premises or the interruption of all or part of a **Company's** normal business operations.

Business Interruption Loss means:

- (iii) a **Company's** loss of business income caused by a **Business Interruption**, which shall be calculated as follows by the **Investigating Accountants**:
 - (a) by taking the profit before taxes which that **Company** would have earned during the **Period of Restoration** if the **Business Interruption** had not occurred;
 - (b) then adding such cost incurred by that **Company** during the **Period of Restoration** which would not have been incurred but for the **Business Interruption** and which was incurred for the purpose of continuing, on a curtailed basis, business activities of that **Company** which were necessary for it to resume the normal business activities which were the subject of the **Business Interruption** in the condition they were in immediately prior to the **Insured Event** which led to the **Business Interruption**;
 - (c) then adding such other cost reasonably incurred by that **Company** during the **Period of Restoration** which would not have been incurred but for the **Business Interruption** and which was incurred for the sole purpose of reducing profit lost during the **Period of Restoration**;
 - (d) then deducting the profit before taxes which that **Company** made during the **Period of Restoration** from continuing, on a curtailed basis, business activities as described in (b) above;
 - (e) then deducting that amount of profit before taxes lost during the **Period of Restoration** which that **Company** is able to recover from any source other than this policy and which is not already deducted under (d) above; and
 - (f) then deducting the amount by which that **Company** could have reduced the profit before taxes lost during the **Period of Restoration** by taking reasonable measures which that **Company** failed to take; and
- (iv) the fees and expenses of the **Investigating Accountants** for determining a **Company's** loss of business income in accordance with (i) immediately above.

Investigating Accountants means accountants used with the **Insurer's** prior written consent.

Lethal Weapon means a firearm, explosive device, instrument, motor vehicle, material or substance that is capable of producing bodily harm or death from the manner in which it is used or intended to be used.

Period of Restoration means the period of time starting that amount of hours after commencement of a **Business Interruption** as is specified in Item 7 of the Armed Assault Schedule and ending on the earlier of:

- (i) the date when the **Company's** business operations are restored to the condition they were in immediately prior to the **Business Interruption**; and
- (ii) the date which is 90 days after commencement of the **Business Interruption**.

Traumatic Medical Condition means clear, identifiable, internal or external bodily injury or post-traumatic stress disorder (PTSD) sustained by a person as a result of an **Armed Assault**.

6. Section 3, Limits of Liability, is amended by adding the following section:

Limits of Liability for Armed Assaults

Section 3.1, Limits of Liability Other Than for Death or Disability Benefit, does not apply to **Armed Assaults**.

For each single **Armed Assault**, the maximum amount the **Insurer** shall pay or reimburse for **Loss or Expense** is the amount specified in Item 1 of the Armed Assault Schedule ("the Armed Assault Overall Limit of Liability"). Then, for each single **Armed Assault**, the maximum amount the **Insurer** shall pay or reimburse:

- (i) for fees and expenses of the **Crisis Consultants** under Insurance Cover 1.3 is the amount specified in Item 2 of the Armed Assault Schedule;
- (ii) for **Legal Liability Loss** under Insurance Cover 1.7 is the amount specified in Item 3 of the Armed Assault Schedule;
- (iii) for additional expenses under Insurance Cover 1.8 is the amount specified in Item 4 of the Armed Assault Schedule;
- (iv) for **Death or Disability Benefits** under Insurance Cover 1.9 is the amount specified in Item 5(i) of the Armed Assault Schedule;
- (v) for **Business Interruption Loss** under the Armed Assault Insurance Cover is the amount specified in Item 6 of the Armed Assault Schedule.

Each amount referred to in (i) to (v) immediately above is a part of and not in addition to the Armed Assault Overall Limit of Liability.

Death or Disability Benefits: notwithstanding whatever amount is specified in Item 5 of the Schedule (this policy's main Schedule) as the Maximum Benefit Sum, the Maximum Benefit Sum with regard to each single **Armed Assault** is the amount specified in Item 5(ii) of the Armed Assault Schedule.

7. Section 4, Conditions, is amended by adding the following:

Work to Calculate Business Interruption Loss – With regard to a claim for **Business Interruption Loss**, the **Insureds** shall provide the **Investigating Accountants** with all necessary cooperation, information and evidence to enable the **Investigating Accountants** to prepare as soon as reasonably practicable a statement of **Business Interruption Loss**. The statement shall be prepared using standard accountancy procedures, which sets out in detail how the **Business Interruption Loss** has been calculated and what assumptions have been made.

8. Section 5, Exclusions, is amended by adding the following:

The **Insurer** will not be liable for any **Death or Disability Benefit** resulting from an **Armed Assault** in respect of an **Insured Person** whose **Insurance Benefit Injury** is self-inflicted or involves any fraudulent, dishonest, illegal or criminal act or attempt of that **Insured Person**. This exclusion does not apply to **Insurance Benefit Injury** which is self-inflicted by an innocent **Insured Person** during an **Armed Assault**.

9. Insurance Cover 1.8, Additional Expenses, is amended by adding the following:

The prior provisions of this Insurance Cover 1.8 do not apply to **Armed Assaults**.

The **Insurer** shall pay on an **Insured's** behalf, or reimburse the **Policyholder** for, any of the following which are necessarily incurred by an **Insured** in connection with an **Armed Assault** which commences during the **Policy Period** and within the **Territory**:

- (i) *Public Relations* – the fees and expenses of an independent public relations consultant handling the **Armed Assault** during its continuation and during the 90 days immediately following it ending;
- (ii) *Interpreter* – the fees and expenses of a qualified interpreter assisting the **Insured** with the **Armed Assault**;
- (iii) *Reward* – the amount paid by the **Insured** as a reward to an informant for information which contributes to the resolution of the **Armed Assault** (an informant is a person providing information not otherwise obtainable and solely in return for a reward offered by the **Insured**);
- (iv) *Travel* –
 - (a) the travel costs of a victim of the **Armed Assault** to join their immediate family upon that victim's release;
 - (b) the travel and hotel costs to evacuate a victim of the **Armed Assault** and any relative of that victim living in the that victim's household; and
 - (c) with regard to a victim of the **Armed Assault**, the costs of transporting a replacement of that victim, and that replacement's family, to the country in which the victim was based by the **Company** employing the victim;
- (v) *Salary* – for a victim of the **Armed Assault**, that victim's salary and bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and welfare contributions and other allowances which were contractually due or could reasonably be expected based on past performance at the time the **Armed Assault** commenced and for 60 days immediately following that victim's escape from the **Armed Assault**;
- (vi) *Job Retraining* – the occupational retraining costs for a victim of the **Armed Assault**, including but not limited to the salary of the victim while being retrained and the costs of external training courses;
- (vii) *Personal Financial Loss* – the personal financial loss suffered by a victim of the **Armed Assault** solely and directly as the result of their physical inability to attend to financial matters during the **Armed Assault** while they are a victim; such personal financial loss includes loss resulting from the victim's failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to repay loan or mortgage amounts due;
- (viii) *Rest and Rehabilitation* – the rest and rehabilitation expenses (including meals and recreation) incurred by a victim of the **Armed Assault** and their immediate family during the 180 days immediately following that victim's escape from the **Armed Assault**;
- (ix) *Medical Services* – the costs of independent psychiatric, medical and dental care incurred within the 120 days immediately following the **Armed Assault** for conditions resulting from the **Armed Assault**;

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- (x) *Cosmetic Surgery* – the costs of cosmetic or plastic surgery incurred within 120 days of the **Armed Assault** which is required to correct any permanent disfigurement sustained by an **Insured Person** solely and directly as a result of the **Armed Assault**;
 - (xi) *Forensics* – the fees and expenses of independent forensic analysts engaged by the **Insured** as a result of the **Armed Assault** and within 90 days of it ending;
 - (xii) *Increased Security* – increased costs of security due to the **Armed Assault** (including the hiring of security guards, hiring of armoured vehicles and overtime pay to existing security staff) for up to 45 days immediately following the end of the **Armed Assault** and implemented on the recommendation of the **Crisis Consultants**;
 - (xiii) *Clean-up Costs* – clean-up costs associated with the **Armed Assault** (the maximum amount the **Insurer** shall pay or reimburse for all clean-up costs in connection with all **Armed Assaults** commencing during the **Policy Period** is USD 10,000);
 - (xiv) *Relocation Costs* – relocation costs associated with the **Armed Assault** (the maximum amount the **Insurer** shall pay or reimburse for all relocation costs in connection with all **Armed Assaults** commencing during the **Policy Period** is USD 10,000);
 - (xv) *Other Expenses* – all other necessary costs, fees and expenses incurred by an **Insured** with the **Insurer's** prior written consent.