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## Crisis Solution (Corporate) 2.0 Endorsement

### BUSINESS INTERRUPTION LOSS

It is agreed that:

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

#### Business Interruption Loss Schedule

Business Interruption Loss Limits of Liability  
(all amounts specified are for each single **Insured Event**):

1. **Business Interruption Loss** described in (i) of the definition of **Business Interruption Loss** (loss of business income): USD [ ] per day during the **Period of Restoration**, but not exceeding USD [ ] in total
  2. **Business Interruption Loss** described in (ii) of the definition of **Business Interruption Loss** (fees and expenses of the **Investigating Accountants**): unlimited
  3. Waiting Period: [ ] hours
2. Section 1, Insurance Covers, is amended by adding the following:

#### Business Interruption Loss Insurance Cover

**The Insurer** shall reimburse the **Policyholder** for a **Company's Business Interruption Loss** resulting from a **Business Interruption** directly caused by a **Kidnapping, Hijacking, Extortion, Detention** or **Vicinity Threat** 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 Business Interruption Loss Insurance Cover only, **Insured Event** also means a **Vicinity Threat**. For the purposes of all the other Insurance Covers, **Insured Event** does not include a **Vicinity Threat**.

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, is amended by adding the following:

**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:

- (i) a **Company's** loss of business income caused by a **Business Interruption**, which shall be calculated as follows by the **Investigating Accountants**:

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- (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
- (ii) 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.

**Period of Restoration** means the period of time starting that amount of hours after commencement of a **Business Interruption** as is specified in Item 3 of the Business Interruption Loss 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**.

**Vicinity Threat** means the making of illegal threats (but not specifically to an **Insured**, and other than threats of a **Cyber Attack**) to damage property or physically harm persons in the vicinity of a **Company's** premises, which results in the closure of all or part of those premises solely and directly as the result of an order by a government body or law enforcement authority in reaction to those threats.

6. Section 3.1, Limits of Liability Other Than for Death or Disability Benefit, is amended by adding the following:

For each single **Insured Event** (other than an **Express Kidnapping**), the maximum amount the **Insurer** shall reimburse under the Business Interruption Loss Insurance Cover:

- (i) for **Business Interruption Loss** described in (i) of the definition of **Business Interruption Loss** (loss of business income) is the amount specified in Item 1 of the Business Interruption Loss Schedule;
- (ii) for **Business Interruption Loss** described in (ii) of the definition of **Business Interruption Loss** (fees and expenses of the **Investigating Accountants**) is, as specified in Item 2 of the Business Interruption Loss Schedule, unlimited.

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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.