
Crisis Solution (Corporate) 2.0 Endorsement

PRODUCT EXTORTION EXPENSES

It is agreed that:

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

Product Extortion Expenses Schedule

Product Extortion Expenses Limits of Liability
(all amounts specified are for each single **Product Extortion**):

1. **Product Extortion Expenses** described in (i) of the definition of **Product Extortion Expenses** (costs of recalling): USD []
2. **Product Extortion Expenses** described in (ii) of the definition of **Product Extortion Expenses** (costs of examining or destroying): USD []
3. **Product Extortion Expenses** described in (iii) of the definition of **Product Extortion Expenses** (loss of value or costs of making good): USD []
4. **Product Extortion Expenses** described in (iv) of the definition of **Product Extortion Expenses** (fees and expenses of the **Investigating Accountants**): unlimited

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

Product Extortion Expenses Insurance Cover

The Insurer shall pay on an **Insured's** behalf, or reimburse the **Policyholder** for, **Product Extortion Expenses** incurred by an **Insured** in connection with a **Product Extortion** which commences during the **Policy Period** and within the **Territory**.

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

Loss or Expense also means **Product Extortion Expenses**.

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

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

Product Extortion means an **Extortion** described in (iv) of the definition of **Extortion**.

Product Extortion Expenses means:

- (i) the costs of recalling **Products**;
- (ii) the costs of examining or destroying **Products**;

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- (i) the loss of value on, or the costs of making good, whichever is less, **Products** which are destroyed, disposed of or sold as substandard due to a **Product Extortion**, taking into account any savings or recoveries or offsetting of losses which have been made or which the **Insured** could reasonably have been expected to make, and the **Insured's** ability to resume operations;
 - (ii) the fees and expenses of **Investigating Accountants** for determining the amount of that loss of value and those costs of making good,

but not for **Products** which for any reason other than **Product Extortion** are surplus to requirements, fail to meet original product specification, are not of saleable quality or are not suited to the purpose for which they are intended and not including any costs, expenses, standing charges or other real or presumed losses attributable to interruption of a **Company's** business.

Products means products or goods manufactured or distributed by a **Company**.

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

For each single **Product Extortion**, the maximum amount the **Insurer** shall pay or reimburse under the Product Extortion Expenses Insurance Cover:

- (i) for **Product Extortion Expenses** described in (i) of the definition of **Product Extortion Expenses** (costs of recalling) is the amount specified in Item 1 of the Product Extortion Expenses Schedule;
- (ii) for **Product Extortion Expenses** described in (ii) of the definition of **Product Extortion Expenses** (costs of examining or destroying) is the amount specified in Item 2 of the Product Extortion Expenses Schedule;
- (iii) for **Product Extortion Expenses** described in (iii) of the definition of **Product Extortion Expenses** (loss of value or costs of making good) is the amount specified in Item 3 of the Product Extortion Expenses Schedule;
- (iv) for **Product Extortion Expenses** described in (iv) (fees and expenses of the **Investigating Accountants**) is, as specified in Item 4 of the Product Extortion Expenses Schedule, unlimited.

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

Work to Calculate Product Extortion Expenses – With regard to a claim for **Product Extortion Expenses**, 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 **Product Extortion Expenses**. The statement shall be prepared using standard accountancy procedures, which sets out in detail how the **Product Extortion Expenses** have been calculated and what assumptions have been made.