

Crisis Solution (Corporate) 2.0

# Policy Wording



Policy Holder: «**Client\_Name**»  
Policy Number: «**AIG\_Policy\_Number**»



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**VERY IMPORTANT:**

**Please see Appendix 1 at the back of this policy for information on how to seek emergency help in the event of a Kidnapping or other Insured Event.**

**Please see Section 3 and the Schedule for the monetary limits to what the Insurer will pay under this policy.**

In consideration of the payment of the premium or agreement to pay the premium, the **Insurer** and the **Policyholder** agree as follows:

## Section 1 – Insurance Covers

### 1.1 Ransom

The **Insurer** shall reimburse the **Policyholder** for **Ransom** surrendered by an **Insured** as a result of a **Kidnapping, Hijacking or Extortion** which commences during the **Policy Period** and within the **Territory**.

### 1.2 Lost Ransom

The **Insurer** shall reimburse the **Policyholder** for **Ransom** which has been damaged, destroyed, seized, stolen or wrongfully appropriated while being conveyed by a person authorised by an **Insured** to a person or group demanding a **Ransom** in connection with a **Kidnapping, Hijacking or Extortion** which commences during the **Policy Period** and within the **Territory**.

### 1.3 Crisis Consultant Response

The **Insurer** shall pay on an **Insured's** behalf, or reimburse the **Policyholder** for, the necessary fees and expenses of the **Crisis Consultants** assisting an **Insured** with regard to an **Insured Event** (other than a **Threat or Disappearance**) which commences during the **Policy Period** and within the **Territory**.

### 1.4 Disappearance Investigation Expenses

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

### 1.5 Threat Expenses

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

## 1.6 Political Repatriation Expenses

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

## 1.7 Legal Liability

The **Insurer** shall pay all monetary settlements, awards and judgments, and all defence costs, incurred and paid by a **Company** as a result of an action for damages against that **Company** which is brought by or on behalf of any **Insured Person** or their legal representatives solely and directly as a result of an **Insured Event** which commences during the **Policy Period** and within the **Territory** and which is brought within 36 months after that **Insured Event** ends, provided that:

- (i) that **Company** does not, whether before or after commencement of the action, admit any liability to an **Insured Person** with regard to the **Insured Event**; and
- (ii) that **Company** does not make any settlement of the action and does not incur any defence costs, without the **Insurer's** prior written consent.

The **Insurer** shall have the right, but not the duty, to take over and conduct at any time the defence of the action, including to appoint lawyers or other representatives for that purpose. The **Company** shall cooperate fully with the **Insurer** in all matters concerning the action and the defence of it.

If a settlement of the action becomes possible and the **Insurer** considers it sensible, the **Insurer** may, with the **Company's** consent, make that settlement on the **Company's** behalf. If the **Company** withholds consent to the settlement, the **Insurer's** liability under this Insurance Cover 1.7 with respect to the action shall not exceed the amount of that settlement plus the defence costs accrued as of the date at which making the settlement was proposed in writing by the **Insurer** to the **Company**.

## 1.8 Additional Expenses

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 **Insured Event** which commences during the **Policy Period** and within the **Territory**:

- (i) *Independent Negotiator* – the fees and expenses of an independent negotiator engaged by the **Insured**;
- (ii) *Public Relations* – the fees and expenses of an independent public relations consultant handling the **Insured Event**;
- (iii) *Interpreter* – the fees and expenses of a qualified interpreter assisting the **Insured** with the **Insured Event**;
- (iv) *Reward* – the amount paid by the **Insured** as a reward to an informant for information which contributes to the resolution of the **Insured Event** (an informant is a person providing information not otherwise obtainable and solely in return for a reward offered by the **Insured**);
- (v) *Interest* – the interest costs for a loan from a financial institution made for the purposes of paying a **Ransom**, provided the loan is repaid within 7 days of the **Insured** receiving reimbursement from the **Insurer**;
- (vi) *Travel and Accommodation* – the costs of travel, accommodation and food incurred by an **Insured Person** and their family as a result of the **Insured Event**;

- (vii) *Travel* – with regard to a victim of a **Kidnapping, Hijacking or Detention**, 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 that victim;
- (viii) *Communications* – the costs of telecommunication, communication hardware, recording equipment and advertising incurred solely and directly as a result of the **Insured Event**;
- (ix) *Legal Fees* – the fees incurred for independent legal advice, but not including defence costs in legal proceedings;
- (x) *Salary* – for a victim of a **Kidnapping, Hijacking or Detention**, 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 **Insured Event** commenced and for 60 days immediately following the release (but, in the case of a **Detention**, subject to a maximum period of 72 months starting when the **Detention** commences);
- (xi) *Relative’s Salary* – for the relative of a victim of a **Kidnapping, Hijacking or Detention**, that relative’s lost salary from employment, or lost earnings from self-employment, resulting from time taken off by that relative to assist in the negotiations for the victim’s release (but, in the case of a **Detention**, only such time as is taken off in the 72 months immediately following commencement of the **Detention**);
- (xii) *Temporary Replacement* – the remuneration, employment benefits, expenses and pension and welfare expenses of a temporary replacement of a victim of a **Kidnapping, Hijacking or Detention** for the period starting when the **Kidnapping, Hijacking or Detention** commences and ending with expiry of 60 days immediately following the victim’s release (but, in the case of a **Detention**, subject to a maximum period of 72 months starting when the **Detention** commences);
- (xiii) *Negotiating Employees’ Salary and Expenses* - such salary of any of a **Company’s** employees who are specifically designated to assist in negotiating on or managing any **Insured Event** as relates to their time spent on such assistance rather than their usual employee duties; and expenses (including of travel, accommodation and food) incurred by such employees in connection with that assistance;
- (xiv) *Job Retraining* – the occupational retraining costs for a victim of the **Insured Event**, including but not limited to the salary of the victim while being retrained and the costs of external training courses;
- (xv) *Personal Financial Loss* – the personal financial loss suffered by a victim of the **Insured Event** solely and directly as the result of their physical inability to attend to financial matters during the **Insured Event** (or while involved with the handling or negotiation of the same); 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;
- (xvi) *Costs of Child Care* – the costs of child care incurred directly as a result of the **Insured Event**;
- (xvii) *Specific Hijack Costs* – landing and take-off fees, refueling charges and other expenses incurred as a direct result of a **Hijacking** in order to transport by alternative means all **Insured Persons** caught in a hijacked aircraft, motor vehicle, train or waterborne vessel to their final destination if that hijacked aircraft, vehicle, train or vessel is rendered inoperable;
- (xviii) *Rest and Rehabilitation* – the rest and rehabilitation expenses (including meals and recreation) incurred by a victim of a **Kidnapping, Hijacking or Detention** and their immediate family during the 18 months immediately following the release of that victim;
- (xix) *Medical Services* – the costs of independent psychiatric, medical and dental care incurred within the 36 months immediately following the **Insured Event** for conditions resulting from the **Insured Event**;

- (xx) *Cosmetic Surgery* – the costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person** solely and directly as a result of the **Insured Event**;
- (xxi) *Repatriation and Burial Etc* – the costs of repatriating the mortal remains of a victim of a **Kidnapping, Hijacking** or **Detention** and the costs of burial, cremation or other lawful means of disposal (but not long-term preservation) of such mortal remains;
- (xxii) *Forensics* – the fees and expenses of independent forensic analysts engaged by the **Insured** as a result of the **Insured Event**;
- (xxiii) *Increased Security* – the costs of temporary security measures taken on the specific recommendation of the **Crisis Consultants** solely and directly for protecting **Insured Persons** in the country where the **Insured Event** has occurred, for the duration of the **Insured Event** and for the 30 days immediately following it ending (but this item (xxiii) does not apply for a **Threat**);
- (xxiv) *Electronic Sweeps* – the costs of electronic sweeps for bugs or other electronic listening devices on premises used by any **Insured**;
- (xxv) *Explosives* – the costs of reacting to the possible presence of explosives or other harmful materials at a **Company's** premises, including searching for explosives and evacuating and transporting persons and property from the premises and (for the first 30 days of evacuation) accommodating them working elsewhere;
- (xxvi) *Other Expenses* – all other costs, fees and expenses incurred by an **Insured** in negotiating the release of a victim of an **Insured Event**.

## 1.9 Death or Disability Benefit

- (i) The **Insurer** shall pay the Death Benefit specified in Item 5 of the Schedule to the **Policyholder**, if an **Insured Event** commences during the **Policy Period** and within the **Territory** and causes the death of an **Insured Person**. An **Insured Person** will be presumed dead if they have been missing for over 12 months and it is reasonable to conclude that they have died as a result of the **Insured Event**. If the **Insurer** pays in respect of an **Insured Person** who is later discovered to be alive or to have died but not as a result of the **Insured Event**, the **Policyholder** shall refund the payment to the **Insurer**. If the **Policyholder** becomes aware of such discovery, the **Policyholder** shall immediately inform the **Insurer**.
- (ii) The **Insurer** shall pay the relevant Benefit specified in Item 5 of the Schedule to the **Policyholder**, if an **Insured Event** commences during the **Policy Period** and within the **Territory** and causes an **Insured Person** to suffer **Loss of Extremity, Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech** or **Permanent Total Disablement**.
- (iii) The **Insurer's** maximum liability for all **Insurance Benefit Injuries** suffered by one **Insured Person** shall not exceed the Maximum Benefit Sum specified in Item 5 of the Schedule.

## Section 2 – Definitions

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Words and phrases in **bold** type have the following meanings throughout this policy:

**Company** means the **Policyholder** or any **Subsidiary**.

**Company Computer System** means:

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any employee “Bring Your Own Device” used to access any computer hardware, software or components described in (i) immediately above or **Data** contained therein; or
- (iii) any cloud service, or other hosted computer resources, used by a **Company** and operated by a third party service provider under a written contract between such a third party service provider and a **Company**.

**Control** means the securing of the affairs of an entity by means of:

- (i) controlling the composition of the board of directors of such entity;
- (ii) controlling more than half of the shareholder or equity voting power of such entity;
- (iii) holding more than half of the issued share or equity capital of such entity; or
- (iv) creating such entity.

**Crisis Consultants** means the response consultants specified in Item 9 of the Schedule or any other response consultants used with the **Insurer’s** prior written consent.

**Cyber Attack** means:

- (i) the release, divulgence, dissemination, destruction or use of **Data** acquired through the unauthorised access to or use of a **Company Computer System**;
- (ii) the introduction of a malicious code into a **Company Computer System** or use of a **Company Computer System** as a vehicle to transmit malicious code;
- (iii) the deliberate corruption, damage or destruction of a **Company Computer System**;
- (iv) a denial of service attack on a **Company Computer System**;
- (v) the use of disruptive activities against a **Company Computer System**; or
- (vi) any unauthorised access to a **Company Computer System**.

**Data** means any electronically stored, digital or digitised information or media.

**Death or Disability Benefit** means a Benefit or Death Benefit specified in Item 5 of the Schedule.

**Detention** means the holding under duress (other than a **Kidnapping** or **Hijacking**), for a period in excess of 3 hours, of an **Insured Person** for whatever reason and irrespective of whether such holding is by legal governmental authorities in the place of custody or by other parties, which holding:

- (i) is not due to any alleged act or alleged violation of the laws of the host country by an **Insured Person** which would be a criminal offence if committed by that **Insured Person** in the country of which they are a national or in the country where their **Company** is domiciled (unless the **Insurer** determines that the allegations of such act or violation were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect on an **Insured**); and
- (ii) is not due to the failure of an **Insured Person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.

**Disappearance** means an **Insured Person** going missing for a period exceeding 48 hours from the last confirmed contact with that **Insured Person**. For the purposes of this policy, commencement of a **Disappearance** is the time of that last confirmed contact.

**Disappearance Investigation Expenses** means the necessary fees and expenses of the **Crisis Consultants** assisting **Insureds** with regard to a **Disappearance** for a period not exceeding 90 days from the date the **Disappearance** was first reported to or discovered by a **Company**.

**Express Kidnapping** means a **Kidnapping** which lasts less than 6 hours and in which the person or group demanding payment of a **Ransom** makes that demand directly to the **Insured Person** being held captive while holding them captive.

**Evacuation Costs** means the necessary costs for an **Insured Person** to travel to the place to which they are evacuating by economy class (or, if economy class is unavailable or clearly impractical, or if the risk to life of the **Insured Person** is such that another appropriate means of transport is essential, then such other class as is available and necessary or such other essential means of transport).

**Extortion** means the making of illegal threats (other than threats of a **Cyber Attack**) directly or indirectly to an **Insured**:

- (i) to kill, injure, detain, abduct or take or hold captive an **Insured Person**;
- (ii) to cause physical damage or loss of **Property**;
- (iii) to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **Insured** (other than to do so by means of a **Cyber Attack**); or
- (iv) to contaminate or pollute, or make harmful, substandard or unfit, a **Product** or to create publicity reporting or implying the occurrence or imminence of such action,

by a person or group who demands a **Ransom** specifically from an **Insured's** assets as a condition of not carrying out such threats.

**Hijacking** means the illegal holding under duress, for a period in excess of 3 hours, of one or more **Insured Persons**, while travelling by any form of transportation or when forcibly removed from that mode of transportation.

**Insurance Benefit Injury** means death, **Loss of Extremity, Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech** or **Permanent Total Disablement**.

**Insured** means any **Company** or **Insured Person**.

**Insured Event** means a **Kidnapping, Hijacking, Extortion, Detention, Disappearance, Threat** or **Political Repatriation Event**. If it is evident from one or more demands or the making of such that any **Insured Events** are or were carried out in furtherance one of another, those **Insured Events** shall be deemed to be connected to each other. A series of **Insured Events** which are connected to each other (whether by being furthered together or otherwise) shall be deemed to be a single **Insured Event** commencing at the time the first of them commences.

**Insured Person** means:

- (i) a director, officer or employee of a **Company**, a person working for a **Company** as a volunteer, secondee, intern or student, or a person recorded by the **Insurer** outside of this policy document to be an **Insured Person**;
- (ii) a spouse, child (including step, adopted, in-law or foster child), parent (including step, adopted and parent-in-law), sibling (including step or sibling-in-law), niece, nephew, aunt, uncle, lineal descendant (or spouse of such lineal descendant) or ancestor (or spouse of such ancestor) of a person described in (i) immediately above (for these purposes, "spouse" includes a domestic partner, civil partner, fiancé or fiancée);
- (iii) a guest or customer of a **Company** while:
  - (a) on its premises; or
  - (b) on board any vehicle, aircraft, or vessel put at the disposal of, owned, hired or leased by a **Company** or a person described in (i) immediately above;
- (iv) a guest in the home of a person described in (i) immediately above;
- (v) a person normally resident or employed in the household or grounds of a person described in (i) immediately above; or
- (vi) a person who is directly involved in the handling or negotiation of an **Insured Event**.

**Insurer** means American International Group UK Limited.

**Kidnapping** means the actual, attempted or alleged illegal taking and holding captive of one or more **Insured Persons**, or a claim to be illegally holding captive one or more **Insured Persons**, by a person or group who demands payment of a **Ransom** from an **Insured's** assets in order to release such **Insured Person**.

**Legal Liability Loss** means settlements, awards, judgments and defence costs described in Insurance Cover 1.7 (Legal Liability).

**Loss or Expense** means:

- (i) **Ransom**;
- (ii) fees and expenses of the **Crisis Consultants**;
- (iii) **Disappearance Investigation Expenses**;



- (iv) **Threat Expenses;**
- (v) **Political Repatriation Expenses;**
- (vi) **Legal Liability Loss;**
- (vii) all fees, expenses, costs and other amounts referred to in Insurance Cover 1.8 (Additional Expenses); and
- (viii) **Death or Disability Benefit.**

**Loss of Extremity** means the permanent physical separation of all or part of a digit, ear, nose or genital organ or the total and irrevocable loss of use of a digit, ear, nose or genital organ.

**Loss of Hearing** means loss of hearing of one or both ears which is certified as being entire and irrevocable by a qualified ear, nose and throat specialist.

**Loss of Limb** means the total and irrevocable loss of use of a hand or foot.

**Loss of Sight** means loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified medical practitioner specialising in ophthalmology.

**Loss of Speech** means loss of speech which is certified as being entire and irrevocable by an appropriately qualified and specialised medical practitioner.

**Official Authority** means a government ministry or other governmental body with responsibility in its country for issuing recommendations to leave other countries.

**Permanent Total Disablement** means a serious disability which necessarily and continuously prevents a person from attending to their normal duties as certified by two qualified medical practitioners approved by the **Insurer** who deem the person as beyond hope of improvement.

**Policy Period** means the period of time from and including the inception date specified in Item 2 of the Schedule to and including the expiry date specified in Item 2 of the Schedule or, if earlier, to and including the date of cancellation of this policy.

**Policyholder** means the entity or legal person specified in Item 1 of the Schedule.

**Political Evacuation Advisory** means a formal recommendation issued during the **Policy Period** by an **Official Authority** of the country where the **Policyholder** is domiciled or, for each **Insured Person**, a country of which they are a national or in which they are domiciled or in which their **Company** is domiciled, that a class or group of persons including an **Insured Person** should for safety or security reasons (other than the threat or occurrence of a nuclear catastrophe or of a natural disaster, including famine, earthquake, volcanic eruption, tsunami, flood, wildfire or windstorm) leave the country in which they are located.

**Political Repatriation** means the evacuation of one or more **Insured Persons** (or, in the event of death, their remains) from a country where they are employed or visiting, but of which they are not a national, to the nearest safe location or to their country of domicile or nationality as a result of a **Political Repatriation Event**.

**Political Repatriation Event** means:

- (i) a **Political Evacuation Advisory**;
- (ii) one or more **Insured Persons** being expelled or declared persona non grata by a legal governmental authority in the country where they are employed or are visiting;
- (iii) the wholesale seizure, confiscation, nationalization, expropriation or deprivation of **Property** by a legal governmental authority in the country where one or more **Insured Persons** are employed or are visiting;
- (iv) a direct threat to one or more **Insured Persons**' safety or security due to a material change in circumstances after their arrival in the country where they are employed or are visiting; or
- (v) the **Crisis Consultants** and an **Insured** agreeing that evacuation of one or more **Insured Persons** from a country where they are employed or are visiting is necessary,

but not in any way as a result of:

- (a) violation by an **Insured** of the laws or regulations of the country where such **Insured Person** is employed or is visiting;
- (b) the failure of an **Insured** properly to procure or maintain immigration, work, residence, or similar, visas, permits or other documentation;
- (c) a debt owed by an **Insured**, the insolvency of an **Insured**, an **Insured's** breach of any contract, bond, licence conditions or other financial requirement, or any other financial cause.

**Political Repatriation Expenses** means:

- (i) **Evacuation Costs**;
- (ii) necessary costs of accommodation and food incurred by an **Insured Person** for the first 14 days of being the subject of a **Political Repatriation**;
- (iii) necessary costs for an **Insured Person** to travel economy class back to the country from which they were evacuated as part of a **Political Repatriation** (provided that such travel is completed within 2 years after the evacuation and when the **Political Evacuation Advisory** is no longer in effect);
- (iv) each repatriated **Insured Person's** salary (including bonuses, commissions, costs of living adjustments, pension or welfare contributions and allowances) paid by and contractually due from a **Company** for the time from when the **Political Repatriation** commences until expiry of 180 days from then or until the date of the **Insured Person's** return to the country from which they were evacuated, whichever is the earlier; and
- (v) the value of personal effects left behind and irrevocably lost by an **Insured Person** in the country from which they were evacuated as part of a **Political Repatriation**.

**Property** means all real or personal property (including buildings, fixtures, fittings, works of art and other contents, plant and equipment (fixed or mobile), vehicles, vessels, aircraft, livestock and bloodstock) owned, managed or leased by a **Company** or for which a **Company** is legally responsible. **Property** does not include **Data** or computer software.

**Ransom** means cash, funds, monetary instruments, cryptocurrency, securities, **Property** or services surrendered or to be surrendered by or on behalf of an **Insured** to meet a **Kidnapping, Hijacking or Extortion** demand.

**Subsidiary** means any entity of which the **Policyholder** has or had **Control** on or before the start date of the **Policy Period** either directly or indirectly through one or more of its other **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Policyholder** no longer maintains **Control** of such entity directly or indirectly through one or more of its **Subsidiaries**.

**Territory** means the territory specified in Item 8 of the Schedule.

**Threat** means the making of illegal threats (other than threats of a **Cyber Attack**) by a person or group, without demanding a ransom, directly or indirectly to an **Insured**:

- (i) to kill, injure, detain, abduct or take or hold captive an **Insured Person**;
- (ii) to cause physical damage or loss of **Property**;
- (iii) to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **Insured** (other than to do so by means of a **Cyber Attack**); or
- (iv) to contaminate or pollute, or make harmful, substandard or unfit, a **Product** or to create publicity reporting or implying the occurrence or imminence of such action.

**Threat Expenses** means:

- (i) the necessary fees and expenses of the **Crisis Consultants** for conducting, during the 60 days from when the **Threat** commences, an initial assessment of the **Threat** and recommending temporary security measures to protect against the **Threat**; and
- (ii) the costs of temporary security measures during the 60 days from when the **Threat** commences which are taken on the specific recommendation of the **Crisis Consultants** solely and directly for protecting against the **Threat**.

## Section 3 – Limits of Liability

### 3.1 Limits of Liability Other Than for Death or Disability Benefit

For each single **Insured Event** (other than an **Express Kidnapping**), the maximum amount the **Insurer** shall pay or reimburse:

- (i) for **Ransom** under Insurance Cover 1.1 is the amount specified in Item 3.1 of the Schedule;
- (ii) for lost **Ransom** under Insurance Cover 1.2 is the amount specified in Item 3.2 of the Schedule;
- (iii) for fees and expenses of the **Crisis Consultants** under Insurance Cover 1.3 is, as specified in Item 3.3 of the Schedule, unlimited (except as otherwise provided by endorsement to this policy);
- (iv) for **Disappearance Investigation Expenses** under Insurance Cover 1.4 is the amount specified in Item 3.4 of the Schedule;
- (v) for **Threat Expenses** under Insurance Cover 1.5 is:
  - (a) for such **Threat Expenses** as are described in (i) of the definition of **Threat Expenses**, the relevant amount specified in Item 3.5 of the Schedule;
  - (b) for such **Threat Expenses** as are described in (ii) of the definition of **Threat Expenses**, the relevant amount specified in Item 3.5 of the Schedule;
- (vi) for **Political Repatriation Expenses** under Insurance Cover 1.6 is the amount specified in Item 5.6(ii) of the Schedule (and, for personal effects described in (v) of the definition of **Political Repatriation Expenses**, is, for each **Insured Person** evacuated, the amount specified in Item 3.6(iii) of the Schedule, which is part of and not in addition to the amounts specified in Items 3.6(i) and 3.6(ii) of the Schedule) (further, the maximum amount the **Insurer** shall pay or reimburse for all **Political Repatriation Expenses** in connection with all **Political Repatriation Events** commencing during the **Policy Period** is the amount specified in Item 3.6(i) of the Schedule);
- (vii) for **Legal Liability Loss** under Insurance Cover 1.7 is the amount specified in item 3.7 of the Schedule;
- (viii) for additional expenses under Insurance Cover 1.8 is the amount specified in Item 3.8 of the Schedule.

For each single **Express Kidnapping**, the maximum amount the **Insurer** shall pay or reimburse under this policy for **Loss or Expense** which is not a **Death or Disability Benefit** is the amount specified in Item 4 of the Schedule.

### 3.2 Sums Payable for Death or Disability Benefit

The amounts the **Insurer** shall pay as **Death or Disability Benefit** are the fixed amounts provided for by Insurance Cover 1.9 and by Item 5 of the Schedule.

## Section 4 – Conditions

### 4.1 Notifications

In the event of an **Insured Event** commencing during the **Policy Period**, and (in the case of **Kidnapping, Hijacking** or **Extortion**) prior to the payment of **Ransom**, the **Insured** will make every reasonable effort immediately to notify the **Crisis Consultants** by calling the Crisis Hotline number set out in Appendix 1 and provide all relevant information as soon as possible. The **Crisis Consultants** will advise on whether law enforcement authorities should be informed.

### 4.2 Notice

Except as indicated in Appendix 1, all notices, applications, demands and requests provided for in this policy will be in writing and will be given to or made upon either party at its address shown in the Schedule (but if no address is shown for the **Policyholder**, then the **Policyholder's** address held on the **Insurer's** file).

### 4.3 Assistance and Cooperation

The **Insureds** will cooperate with the **Insurer** in all matters relating to this insurance, including in the conduct of litigation or arbitration and assisting in achieving settlements.

### 4.4 Statement of Loss

Unless otherwise deemed unnecessary by the **Insurer**, the **Insured** will file a detailed, written and sworn statement of loss with the **Insurer** as soon as possible after the date of loss.

### 4.5 Fraudulent Claims

If any **Insured** makes a fraudulent claim under this policy, the **Insurer**:

- (i) is not liable to pay any part of the claim;
- (ii) may recover from that **Insured** any sums already paid to or on behalf of that **Insured** in respect of the claim; and
- (iii) may, by notice to that **Insured**, treat this policy as having been terminated as against that **Insured** with effect from the date of the fraudulent act, in which case the **Insurer** is not liable to that **Insured** for any relevant event occurring after that date and is entitled to receive and retain the full premium.

### 4.6 Currency for Claims Payments

The payment of **Loss or Expense** by **Insurers** will be made in United States Dollars. In the event that any **Loss or Expense** is incurred or paid by an **Insured** in a currency other than United States Dollars, **Insurers** will apply the relevant exchange rate published by the Financial Times in London on the date(s) the **Loss or Expense** was incurred or paid by the **Insured**.

### 4.7 Subrogation

In the event of any payment under this policy, the **Insurer** will be subrogated to the **Insured's** rights of recovery. The **Insured** will do everything necessary to secure and preserve such rights including the

execution of any documents necessary to enable the **Insurer** effectively to bring suit in the name of the **Insured** and will do nothing to prejudice such rights.

#### 4.8 Other Insurance

The **Insurer** will not be liable to pay any **Loss or Expense** which is, or but for this policy would be, covered under any other insurance, including management liability cover, save to pay such **Loss or Expense** in excess of such other insurance.

#### 4.9 Cover for Subsidiaries and Their Insured Persons

For each **Subsidiary** and its **Insured Persons**, cover under this policy shall be only for **Insured Events** commencing while that **Subsidiary** is a **Subsidiary**.

#### 4.10 New Subsidiaries

The definition of **Subsidiary** shall automatically include any entity of which the **Policyholder** acquires **Control** during the **Policy Period** unless such entity has gross annual revenue at the time **Control** is acquired of more than 30% of the **Policyholder's** gross annual revenue.

For any such entity that does have gross annual revenue greater than that 30%, cover shall apply automatically for a period of either 90 days from the date the **Policyholder** acquires **Control** or to the end of the **Policy Period**, whichever is earlier, provided the **Policyholder** submits in writing to the **Insurer** the particulars of such entity prior to the end of the **Policy Period**. At the **Policyholder's** request, cover may be extended for a longer period of time provided that the **Policyholder** provides the **Insurer** with sufficient details during such 90 day period to permit the **Insurer** to assess and evaluate its exposure with respect to such entity and the **Policyholder** accepts any consequent amendments to the policy terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

#### 4.11 Insurer's Contribution to Security Advice Costs

For the first year of this policy and for each subsequent year that it is renewed, the **Insurer** will contribute to the **Policyholder's** costs of security advice services from the **Crisis Consultants** on reducing the risk of **Insured Events**, subject to the **Insurer's** prior written approval of the services to be provided and to the **Policyholder** agreeing them in writing with the **Crisis Consultants** before they begin. The **Insurer's** contribution will be, for the first year, 20% of the total annual premium and, for each subsequent year, 10%. Each contribution must be used in the year to which it applies. If the policy is cancelled during any year, the return premium will be reduced by the amount of costs the **Insurer** has contributed in that year.

#### 4.12 Insured's Duty of Fair Presentation

Prior to the inception of or any variation to this policy, the **Insured** must make a fair presentation of the risk to be insured under this policy. A fair presentation of the risk is one:

- (i) which discloses every material circumstance that the Information Holders know or ought to know or, failing that, which gives the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances (for the purposes of this Section 4.12, the Information Holders ought to know what should reasonably have been revealed by a reasonable search of information available to the **Insured**, including information held by the **Insured's** agents or by those for whom cover is provided by this policy; and an Information Holder is deemed to know any circumstance which they suspected and would have known but for deliberately refraining from confirming it or enquiring about it);

- (ii) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (iii) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

For the purposes of this Section 4.12, the "Information Holders" consist of those who participate on behalf of the **Insured** in the process of procuring the **Insured's** insurance together with the individuals who play significant roles in the making of decisions about how a **Company's** activities are to be managed or supervised.

If the **Insured** breaches its duty of fair presentation of risk, whether prior to entering into this policy or prior to a variation to this policy, and, but for the breach, the **Insurer**:

- (i) would not have entered into this policy; or
- (ii) would have done so only on different terms,

the **Insurer** will have remedies as against the **Insured** as follows:

- (a) the **Insurer** may avoid this policy and refuse all claims if:
  - the breach is deliberate or reckless, in which event the **Insurer** may retain the premium paid; or
  - but for the breach the **Insurer** would not have entered into this policy on any terms, in which event the **Insurer** shall return the premium;
- (b) in all other cases:
  - where the **Insurer** would have charged more premium, any amounts payable by the **Insurer** will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that it would have charged to assume that risk (the "Reference Premium"); and in addition
  - where the **Insurer** would have written the risk on different terms (other than in relation to premium) this policy is to be treated as if it had been entered into on those terms.

#### 4.13 Cancellation

The **Policyholder** may cancel this policy at any time by providing written notice to the **Insurer**, in which case the **Insurer** will return the pro rata proportion of the premium, provided no claims or incidents have been reported.

The **Insurer** may cancel this policy only if the **Policyholder** fails to pay the required premium. To cancel, the **Insurer** will issue a written notice of cancellation to the **Policyholder** requesting payment within 30 days and, if the premium is not received by the deadline, this policy will be cancelled automatically without further notice from the **Insurer**.

#### 4.14 Non-Assignment

This policy may not be assigned or transferred without the written consent of the **Insurer**.

#### 4.15 Rights of Third Parties

No person other than the **Insureds** shall have directly enforceable rights under this policy, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### 4.16 Waiver

Failure by the **Insurer** to exercise or enforce any rights hereunder will not be deemed to be a waiver or a change in any part of this insurance, or prevent the **Insurer** from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.

#### 4.17 Policy Provision Invalidity

If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law or if that is not possible, severed without invalidating the remainder of the policy.

#### 4.18 Governing Law

This policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### 4.19 Arbitration

Except as otherwise specifically provided in this policy, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) which cannot be resolved by agreement within 30 days, may be referred to binding arbitration by either party, upon giving 7 days' notice to the other, in the London Court of International Arbitration (LCIA), whose rules shall be deemed incorporated by reference into this Section 4.19, and the cost shall be borne equally between the **Insured** and **Insurer**.

The **Insured** and the **Insurer** shall each name one arbitrator and the third shall be appointed by the LCIA. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of 3 arbitrators having knowledge of the legal and insurance issues relevant to the matters in dispute. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked, and shall not award, attorney's fees or other costs.

#### 4.20 Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.



## Section 5 – Exclusions

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The **Insurer** will not be liable for:

- (i) Prior Events – **Loss or Expense** resulting from, or a **Death or Disability Benefit** in respect of, a series of connected **Insured Events** the first of which commenced before the **Policy Period**;
- (ii) Fraud – **Loss or Expense** resulting from, or a **Death or Disability Benefit** in respect of, an **Insured Event** involving a fraudulent, dishonest, illegal or criminal act or attempt of by any **Insured**;
- (iii) Robbery (face to face) – **Ransom** surrendered in any face to face encounter, unless surrendered by a person (other than an **Insured Person** as a victim of a **Kidnapping, Hijacking** or **Extortion**) who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand (this exclusion does not apply to an **Express Kidnapping**);
- (iv) Robbery (at event location) – **Ransom** surrendered either at the location where the **Kidnapping** or **Hijacking** of one or more **Insured Persons** occurs or where the **Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand;
- (v) Property Loss or Damage – loss of or damage to any **Property**.

## Section 6 – Complaints and Privacy

### 6.1 Complaints

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy Number and the name of the Policyholder to help us deal with your comments quickly.

#### Complaints related to Crisis Solutions Insurance:

Write to: Head of Crisis Solutions, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB  
Call: +44 (0)20 7954 7000  
E-mail: [kre@aig.com](mailto:kre@aig.com)

#### All other complaints:

Write to: Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG  
Call: 0800 012 1301 or +44 (0)20 8649 6666 (if calling from overseas)  
E-mail: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)  
Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

#### The Financial Ombudsman Service can be contacted at:

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Call: 0800 023 4567 or 0300 123 9123  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

### 6.2 Privacy

American International Group UK Limited's Privacy Policy is available at <https://www.aig.co.uk/privacy-policy> or by requesting a copy from: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK or by email [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com)

Before providing us with Personal Information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their Personal Information with us in accordance with the Privacy Policy.

### **6.3 Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or call (freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

## Appendix 1 - Notification Procedures & Consultants

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### What to Do in a Crisis

#### Crisis Hotline 00 1 817 826 7000

As soon as an **Insured Event** occurs or it is thought an **Insured Event** is about to occur or may have occurred, an **Insured** should urgently telephone the Crisis Hotline on the number above. The number operates 24 hours a day, every day of the year. Callers will speak directly to or receive an immediate call back from the experienced **Crisis Consultants**.

This is a dedicated crisis response hotline and should only be used for the purposes above.

In the event of a situation which is or which may give rise to an **Insured Event**, then as part of the policy coverage and under a special arrangement between the **Crisis Consultants** and the **Insurer**:

- (i) the **Crisis Consultants** will be available to advise, inform and assist the **Insureds**; and
- (ii) the **Insurer** will pay the necessary fees and expenses of the **Crisis Consultants** (without any limit on how much the **Insurer** will pay except in the case of an **Express Kidnapping** – see last paragraph of Section 3.1 (Limits of Liability Other than for Death or Disability Benefit) – and except as otherwise provided in any endorsement to this policy).

It is understood and agreed that:

- (i) the **Crisis Consultants** have no authority on the **Insurers'** behalf to make any admissions which may prejudice the **Insurers'** rights or to deal with matters concerning policy coverage; and
  - (ii) the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by the **Insurer** of any liability to indemnify an **Insured** under the policy and are without prejudice to any rights of the **Insurer**.
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