

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

COVERAGE

1. Kidnap and Ransom

We will reimburse you for **ransom monies** and expenses paid by you or **insured person(s)** resulting directly from the **kidnapping** of an **insured person(s)** occurring during the **policy period** per **insured person**.

2. Wrongful Detention

We will reimburse you for the expenses resulting from the **wrongful detention** of an **insured person(s)** occurring during the **policy period**.

DISCOVERY PERIOD

This Coverage Part does not cover (1) **Kidnap**, and/or (2) **Wrongful Detention**, unless such act(s) occurs and is (are) communicated directly or indirectly to you or an **insured person(s)** prior to the effective date of termination of coverage and is discovered by you and communicated to us in writing prior to one year after the effective date of the termination of this policy in its entirety.

EXPENSES

We will reimburse you for the following expenses incurred as a direct result of a **kidnapping** or **wrongful detention** provided that such **kidnapping** or **wrongful detention** is insured.

1. Reasonable fees and expenses of independent security consultants, provided that we have given our prior consent to the use of such independent security consultants;
2. Reasonable fees and expenses of public relations or recall consultants, provided we have given our prior consent to the use of such public relations or recall consultants;
3. Travel costs of a **kidnap** or **wrongful detention** victim to join their immediate family, upon their release, including travel costs of one family member to join and escort such victim from place of release or reasonable location;
4. Reasonable and necessary fees and expenses of a qualified interpreter assisting you or **insured person(s)** in the event of a **kidnapping**, **wrongful detention**; and/or;
5. Any other reasonable and necessary expense incurred by you with our prior approval.

The total policy aggregate limit of insurance for this Kidnap and Ransom coverage is inclusive of all legal fees, loss adjustment costs and any other related expenses and serves to reduce the limit of liability available by the amount of the incurred expenses.

DEFINITIONS

For those terms not specifically defined in this endorsement, the definitions in the Common Policy Conditions shall apply.

The following words, when used in this endorsement, have the meaning set forth below:

1. **Advisory** means a formal recommendation of the **appropriate authorities** that the **insured person(s)** specifically leave a host country or generally that a class of person(s) which include an **insured person(s)** leave such country.
2. **Appropriate authorities** means the United States State Department, the Foreign Office of Canada, the Foreign Office of the United Kingdom, or similar authority of the country listed in the Declarations.
3. **Insured person(s)** means you, your spouse if a resident of your household, **relatives**, and your **Domestic Partner**.
4. **Kidnapping** means any unlawful event or connected series of events of seizing, detaining or carrying away by force, of one or more **insured person(s)** (except a minor by the parent(s) thereof) by person(s) for the purpose of demanding **ransom monies**.
5. **Policy period** means the period stated in the Declarations.
6. **Policy year** means a period of one year commencing on the day and hour named in the Declarations, or, if the time between the effective date or anniversary date and the termination date of the Policy is less than one year, then such lesser period.
7. **Ransom monies**, means any monies which you or the **insured person(s)** has paid or delivered (or attempted to deliver to perpetrators or purported perpetrators of a **kidnapping**) as a direct result of a **kidnapping**. The term **monies** as used herein includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.
8. **Wrongful detention** means the unlawful and intentional act of detaining or retaining a person and preventing the removal of such person by force or threat of force.

CONDITIONS PRECEDENT TO LIABILITY

1. As a condition precedent to our liability under Insuring Agreement, you will have approved the payment of **ransom monies**. We take no responsibility with respect to your approval (or non-approval) of the payment of **ransom monies**, which approval is solely within your authority and discretion.
2. In the event of a **kidnapping** or **wrongful detention** of an **insured person(s)** during the **policy period**, and in the case of a **kidnapping** prior to the payment of **ransom monies**, the **insured** will make every reasonable effort to:
 - a. Determine that the **kidnapping** or **wrongful detention** has actually occurred; and
 - b. Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
 - c. If it appears to be in the best interest of you or **insured person(s)**, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

EXCLUSIONS

We will not be liable for loss caused by or resulting either directly or indirectly from:

1. The fraudulent, dishonest, or criminal acts of you, other **insured person(s)**, or any person authorized by you to have custody of **ransom monies**. This exclusion will not apply to the payment of **ransom monies** by you or **insured person(s)** in a situation where local authorities have declared such payment illegal; or
2. **Monies** or property surrendered away from the Premises in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such **monies** at the time of such surrender for the sole purpose of conveying it to pay a demand for **ransom monies** previously communicated to you or **insured person(s)**; or
3. **Monies** or property surrendered on the Premises unless brought onto the Premises after receipt of the demand for **ransom monies** for the purpose of paying such demand; or
4. As respects **wrongful detention** only:
 - a. Any actual or alleged violation of the laws of the host country by an **insured person(s)**, or failure of an **insured person(s)** to maintain and possess duly authorized and issued required documents and visas, unless we determine that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of an **insured person(s)**;
 - b. An **insured person(s)** failure to evacuate from the host country within ten (10) days after issuance of an **advisory** by the **appropriate authorities** or travel to country(ies) after an **advisory** has been issued;
 - c. An **insured person(s)** taking part in the operations of any governmental organization, official law enforcement, or military force.

You agree to reimburse us for any payments made hereunder by us, which are alternately determined not to be covered because of the application of any of these exclusions.

GENERAL CONDITIONS

1. Confidentiality

You and **insured person(s)** will use all reasonable efforts not to disclose the existence of the coverage. This condition will also apply to any excess or other insurance.

2. Limits of Liability

For each Insuring Agreement the maximum limit of our liability hereunder will not exceed the amounts set forth in this paragraph by reason of any one loss, except as stated herein to the contrary. All losses will be deemed to have been incurred during the **policy year** in which the **kidnapping**, or **wrongful detention** occurred. The total policy aggregate limit of insurance for this Coverage Form, for Coverage 1 and Coverage 2, separately and/or combined, \$100,000.

3. Due Diligence

The **insured person(s)** will use due diligence and does concur in doing all things reasonably practicable to avoid or diminish any losses insured under this Coverage Part.

4. Other Insurance

If you purchase any other insurance providing valid or collectible insurance against a loss covered by this insurance, the insurance under this Coverage Form shall be excess insurance over any such other insurance.

All other terms, conditions and exclusions of this policy remain unchanged.