

Special Contingency Risks (SCR)
One World Financial Center
200 Liberty Street, 7th Floor
New York, NY 10281

Underwriting Schedule

Contract No.: **GA 0479**

In respect of Policy Number: **OU70390 CR**

Assured: **State of Montana and its University System**

Insured Persons: **All Directors, Officers, Employees, Volunteers, Interns, Students, and Faculty while on Sabbatical.**

Reviewed



Signature



Date

6/27/13





Fidelity / Crime Division

Contract Number: GA 0479

Contract of Insurance

THIS IS TO CERTIFY that in accordance with the authorization granted to Special Contingency Risks by Great American Insurance Group and in consideration of the premium specified herein, the said Insurers are hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Assured is requested to read this contract and, if not correct, return it immediately to Special Contingency Risks for appropriate alteration.

In the event of a claim under the insurance described in this contract, please notify the following:

Special Contingency Risks
One World Financial Center
200 Liberty Street, 7th Floor
New York, NY 10281

24 hours: US & Canada +1 212-915-8630
Wordwide +44 247-767-0000

This contract has been underwritten 100% by Great American Insurance Group. One Waterside Crossing, Windsor, CT 06095

Reviewed

Signature

Date

6/27/13



SCR GAIC CPP Schedule

COVERAGE DETAILS

The Agreement defined in this document is entered into 100% with Great American Insurance Company

Type: Special Contingency Risks attaching to and forming part of Contract no.: **GA 0479**

Assured: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No: **OU70390CR**

Form: GAIC CPP
GAIC SCR Amendatory Endorsement (ASRM)
All Perils Loss of Earnings Extension (ASRM)
Loss of Earnings Study Abroad Program Extension
Expatriate Security Evacuation Extension (ASRM)
Travel Security Evacuation Extension (ASRM)
Threat Response Expense Extension
Disappearance Investigation and Expense Extension
Express Kidnap Extension (Enhanced)
Enhanced Child Abduction Extension
Hostage Crisis Extension
Assault Expense Extension (New)
Customer Identity Threat Extension
TRIA Risk Insurance Act Endorsement
Montana State Amendatory Endorsement

Choice of Law & Jurisdiction: Montana

Period: From: **July 1, 2013**
To: **July 1, 2016**
Both days at 00:01am Local Standard Time

Insured Persons: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No: **OU70390CR**

Situation: Territorial Limit Worldwide

Prior knowledge of travel to Pakistan must be declared to underwriter prior to the departure with the understanding that an additional premium may apply.

Premium: 3 Annual Installments of **USD 47,063**

First Annual Installment of **USD 47,063** is due payable on or before July 30, 2013
Second Annual Installment of **USD 47,063** is due payable on or before July 1, 2014
Third Annual Installment of **USD 47,063** is due payable on or before July 1, 2015

Inclusive of 1% TRIA at no additional charge

Prevention

Allowance: An allowance of 10% of the annualized premium is available each annual period.



INSURED LOSSES

Sum Insured:	Limits of liability provided:	
(i) Ransom: as described in 2.1	USD 3,000,000	per Insured Event
(ii) Transit: as describes in 2.2	USD 3,000,000	per Insured Event
(iii) Control Risks Group Fees and Expenses as described in 2.3	UNLIMITED	per Insured Event
(iv) Additional Expenses as described in 2.4	USD 3,000,000	per Insured Event
(v) Legal Liability: as described in 2.5	USD 3,000,000	per Insured Event
(vi) Personal Accident as described in 2.6	USD 250,000	per Insured Person
Capital Sum Insured:	USD 2,500,000	each incident aggregate

Benefits per Insured Person

% of Capital Sum Insured

Death	100%
Loss of Limb/Sight	100%
Permanent Total Disablement	100%
Loss of Extremity	50%

Portion of losses to be borne by the Insured uninsured:

1. Coinsurance: **Nil**
2. Deductible Amount: **Nil**



EXTENSIONS & ENDORSEMENTS

ASRM Loss of Earnings

LIMITS OF LIABILITY shall be extended as specified in item 2 below:

1. Waiting Period	6 Hours	
2. Limits of Liability:	USD 3,000,000	per Insured Event
3. Indemnity Period:	Nil	
 Fees and Expenses of Control Risks Group:	 UNLIMITED	 per Insured Event

Loss of Earnings - Study Abroad Program

LIMITS OF LIABILITY shall be extended as specified in item 2 below:

1. Waiting Period	NA	
2. Limits of Liability:	USD 3,000,000	per Insured Event
3. Indemnity Period:	18 Months	
 Fees and Expenses of Control Risks Group:	 UNLIMITED	 per Insured Event

Expatriate Security Evacuation (ASRM)

1. Limits of Liability:	USD 250,000	per Insured Event
	NA	in the annual aggregate
but not exceeding:		
Emergency Political Repatriation costs:	USD 25,000	per Covered Person
Relocation costs:	USD 25,000	per Covered Person
Salary as described in 2.4:	USD 25,000	per Covered Person
Personal Effects:	USD 10,000	per Covered Person
Fees and Expenses of Control Risks Group as described in 2.5:	UNLIMITED	per Insured Event
2. Coinsurance:	NIL	each and every loss
3. Exclusions:	None	
4. Additional Premium:	Included in Original	

Travel Security Evacuation (ASRM)

1. Limits of Liability:	USD 250,000	per Insured Event
	NA	in the annual aggregate
but not exceeding:		
Emergency Political Repatriation costs:	USD 25,000	per Covered Person
Personal Effects:	USD 10,000	per Covered Person
Fees and Expenses of Control Risks Group as described in 2.5:	UNLIMITED	per Insured Event
2. Coinsurance:	NIL	each and every loss
3. Exclusions:	None	
4. Additional Premium:	Included in Original	



Threat Response Expense

1. Limits of Liability:	USD 100,000	per Insured Event
2. Indemnity Period:	90	days
3. Retention:	Nil	per Insured Event

Disappearance Investigation and Expense

1. Limits of Liability:	USD 100,000	per Insured Event
2. Waiting Period:	48	hours
3. Indemnity Period:	90	days

Express Kidnap Extension (Enhanced)

1. Limits of Liability:		
Insured Losses 2.1 and 2.4 combined:	USD 500,000	per Insured Event
Insured Loss 2.3:	UNLIMITED	per Insured Event
Insured Loss 2.6 (Personal Accident):	USD 250,000	per Insured Person
	USD 1,250,000	each Incident Aggregate

Enhanced Child Abduction

1. Limits of Liability:		
Insured Loss 2.3 (CRG Fees & Expenses):	UNLIMITED	per Insured Event
Insured Loss 2.4 (Additional Expenses):	USD 3,000,000	per Insured Event
Insured Loss 2.5 (Legal Liability):	USD 1,500,000	per Insured Event
Insured Loss 2.6 (Personal Accident):	USD 250,000	per Insured Person
	USD 2,500,000	each Incident Aggregate
Total in the annual aggregate:	N/A	for all Insured Events

Hostage Crisis

1. Limits of Liability:		
Insured Loss 2.1 (Ransom):	USD 3,000,000	per Insured Event
Insured Loss 2.3 (CRG Fees & Expenses):	UNLIMITED	per Insured Event
Insured Loss 2.4 (Additional Expenses):	USD 3,000,000	per Insured Event
Insured Loss 2.5 (Legal Liability):	USD 1,500,000	per Insured Event
Insured Loss 2.6 (Personal Accident):	USD 250,000	per Insured Person
	USD 1,250,000	each Incident Aggregate
Total in the annual aggregate:	N/A	for all Insured Events

Customer Identity Threat

1. Limits of Liability:		
Insured Loss 2.1 (Ransom):	USD 3,000,000	per Insured Event
Insured Loss 2.2 (Transit):	USD 3,000,000	per Insured Event
Insured Loss 2.3 (CRG Fees & Expenses):	UNLIMITED	per Insured Event
Insured Loss 2.4 (Additional Expenses):	USD 3,000,000	per Insured Event
Insured Loss 2.5 (Legal Liability):	USD 1,500,000	per Insured Event
Insured Loss 2.6 (Personal Accident):	USD 250,000	per Insured Person
	USD 2,500,000	each Incident Aggregate
Total in the annual aggregate:	N/A	for all Insured Events



Assault Expense Extension

Underwriters liability shall be:		
In respect of 2.3 and 2.4 combined:	USD 2,500,000	each Incident
In respect of 2.6:	USD 250,000	per Insured Person
Combined Single Limit:	USD 1,250,000	each Incident Aggregate
	NA	each Incident

CONDITIONS

The agreement defined in this document is entered into with Underwriters on the assumption that the Assured has not experienced any previous threats or incidents related to events which would be insured under this insurance. The Assured has a duty to disclose to insurers any previous threats or incidents and when disclosed Insurers may amend the terms and conditions of the policy and/or the cost of cover. Failure to make such disclosure may allow Insurers to avoid the policy. This is an ongoing responsibility throughout the duration of your policy.

This policy does not apply to the extent any trade or economic sanctions, or other laws or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of any claims.

Prior knowledge of travel to Pakistan must be declared to underwriter prior to the departure with the understanding that an additional premium may apply.

DEFINITIONS 1.6 is deleted and replaced with the following:

1.6 Hijack shall be the attempted or actual illegal holding under duress of an Insured Person for a period in excess of four hours whilst traveling in or on any aircraft, motor vehicle, railroad train, or waterborne vessel or any other form of public or private transport.

Insured Loss 2.4 (xii) is amended to read;

sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within thirty days of the Assured receiving reimbursement of the same from Underwriters;

Insured Loss 2.4 (xvi) is amended to read;

reasonable rest and rehabilitation expenses including meals and recreation incurred by the Kidnap and/or Detention and/or Hijack victim and a spouse and/or children following the release of the Kidnap and/or Detention and/or Hijack victim.

EXCLUSIONS 4.4 (i) is amended to read;

A Detention which is for a period of less than four (4) hours;

All the terms and conditions as per Policy Wording as described in the Forms of this Schedule

INFORMATION

Recording, Transmitting & Storing Information:

Where the broker maintains risk and claim data/information/documents the broker may hold data/information/documents electronically

Special Contingency Risks (SCR)

One World Financial Center
200 Liberty Street, 7th Floor
New York, NY 10281
<http://www.scr-ltd.co.uk>

SCR – INFORM | PREVENT | RESPOND | INSURE



GAIC Corporate Protection Insurance

In consideration of the payment of the required premium(s), and subject to the terms, limitations, conditions and exclusions set forth below, Underwriters agree to indemnify the **Assured** in respect of Insured Losses sustained directly because of **Insured Events** which occur during the Period of Insurance - all as defined in this policy. Reference to the Schedule shall determine the Limits of Liability, which shall apply.

1. DEFINITIONS

- 1.1 **Insured Event** shall be a **Kidnap** or **Extortion** or **Products Extortion** or **Detention** or **Hijack** or a series of connected acts thereof. If it is evident from the demand(s) or the making of such demand(s) that **Kidnaps** and/or **Extortions** and/or **Products Extortions** and/or **Detentions** and/or **Hijacks** are or were carried out in furtherance one of another, they shall be deemed to be connected and to constitute a single **Insured Event**. Nevertheless, there shall be no liability hereunder in respect of a series of **Kidnaps** or **Extortions** or **Products Extortions** or **Detentions** or **Hijacks** the first of which began before the Period of Insurance.
- 1.2 **Kidnap** shall be the illegal actual or alleged taking, in the Territory specified in item 5. of the Schedule, and holding captive of one or more **Insured Persons** by persons who then demand specifically from assets of the **Assured** or an **Insured Person** a **Ransom** as a condition of the release of such captive(s).
- 1.3 **Extortion** shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:
- (i) kill, injure or abduct an **Insured Person**; or
 - (ii) cause physical damage or loss to **Property**; or
 - (iii) disseminate, divulge or utilise **Trade Secrets**; or
 - (iv) introduce a computer virus designed to damage, destroy or corrupt the **Assured's** computerised data;
- by persons who then demand a **Ransom** as a condition of not carrying out such threats.
- 1.4 **Products Extortion** shall be the making of illegal threats to the **Assured** or the production of publicity that the **Assured's Products** will be or have been contaminated, polluted or rendered substandard, by persons who demand a **Ransom** from the **Assured**, either:
- (i) as a condition of not carrying out such threats, or
 - (ii) before providing further information about the affected **Assured's Products**.
- 1.5 **Detention** shall be the holding under duress in the Territory specified in item 5. of the Schedule of an **Insured Person** for whatever reason and whether by authorities legally constituted in the place of custody or by others. With respect to salary payments only, Underwriters' liability shall be for a period of 72 months or until 60 days after the date on which the **Detention** ceases, whichever shall first occur.
- 1.6 **Hijack** shall be the illegal holding under duress, for a period in excess of six hours, of an **Insured Person** whilst travelling in or on any aircraft, motor vehicle, railroad train or waterborne vessel or any other form of public or private transport.
- 1.7 **Ransom** shall be cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of the **Assured** or an **Insured Person(s)** to meet a **Kidnap** or **Extortion** or **Hijack** or **Detention** or **Products Extortion** demand.
- 1.8 **Assured** shall be as specified in item 1. of the Schedule
- 1.9 **Insured Person** shall be:
- (i) anyone specified in item 4. of the Schedule;
 - (ii) the spouse, or a domestic partner, or relative, fiance or fiancée, or a lineal descendant or a living ancestor, including step-parents, step-children, step-siblings, foster children, adopted children, adopted parents and spouses thereof, of either an **Insured Person** or the spouse of an **Insured Person**;
 - (iii) a person normally resident or employed in the household and/or grounds of an **Insured Person**;



- (iv) a guest in the home of an **Insured Person**;
 - (v) a guest or customer of the **Assured** while on the **Assured's Premises**, or on board any vehicle, aircraft or waterborne vessel owned or leased by the **Assured** or an **Insured Person**;
 - (vi) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**.
- 1.10 **Property** shall be all real or personal property, including electronic data located therein, which is owned, controlled or leased by the **Assured** or an **Insured Person** or for which the **Assured** or an **Insured Person** is legally liable.
- 1.11 **Assured's Premises** shall be that portion of any real property which is occupied by the **Assured** in the conduct of the **Assured's** business.
- 1.12 **Assured's Products** shall be products of the **Assured** and/or products which are to be represented as such and/or products which the **Assured** handles.
- 1.13 **Informant** shall be a person providing information not otherwise obtainable and solely in return for a monetary payment or other award by the **Assured**.
- 1.14 **Personal Financial Loss** shall be loss suffered by an **Insured Person** solely as a result of the physical inability of a **Kidnap** or **Extortion** or **Detention** or **Hijack** victim to attend to personal financial matters.
- 1.15 **Trade Secrets** shall be information (including formula, pattern, compilation of data, program, device, method, technique or process), which:
- (i) is particular to the **Assured** in the conduct of his business; and
 - (ii) for reason of its potential commercial value to others, the **Assured** makes constant and conscious efforts not to disclose to any third party.
- 1.16 **Personal Accident** shall be Loss of Limb, Loss of Sight, Loss of Extremity, **Permanent Total Disablement** or Death sustained by an **Insured Person**, solely and directly as a result of an **Insured Event**, or attempt thereof, provided that such injury causes the death or disablement of the **Insured Person** within 12 calendar months from the date of the incident. Insured Losses shall not exceed those specified in item 7 (vi) of the Schedule.
- if an **Insured Person** disappears during the currency of this insurance and his body is not found within 36 months after his disappearance and sufficient evidence is produced satisfactory to Underwriters that leads them inevitably to the conclusion that he sustained death solely and directly as a result of an **Insured Event**, Underwriters shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to Underwriters if the **Insured Person** is subsequently found to be living.
- 1.17 **Loss of Limb** shall be loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle.
- 1.18 **Loss of Sight** shall be loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified practitioner specialising in ophthalmology and approved by Underwriters.
- 1.19 **Permanent Total Disablement** shall be disablement which necessarily and continuously disables an **Insured Person** from attending to every aspect of his normal business or occupation for a period of 12 calendar months and, at the end of such period is certified by two qualified medical practitioners approved by Underwriters as being beyond hope of improvement. If the **Insured Person** has no business or occupation the disablement must confine him immediately and continuously to the house and disable him from attending to his normal duties.
- 1.20 **Loss of Extremity** shall be the permanent physical separation or the total and irrecoverable loss of use of a digit or part thereof or an ear, nose or genital organ or part thereof by deliberate mutilation.
- 1.21 Masculine gender shall deem to include feminine gender.
- 2. INSURED LOSSES** shall be
- 2.1 **Ransom** which has been surrendered: in the case of marketable goods or services, Underwriters shall pay the actual cash value thereof at the time of surrender.
- 2.2 The loss in transit of a **Ransom** by actual damage, destruction, disappearance, confiscation or wrongful abstraction while being conveyed to such persons as have demanded it by any person who is duly authorised to do so by the **Assured** or an **Insured Person**.



- 2.3 The fees and expenses of the Control Risks Group and/or alternative Security Consultants as agreed by the Leading Underwriter.
- 2.4 Additional expenses, being expenses necessarily incurred following, and for the duration of, an Insured Event by the Assured or an Insured Person(s) and which shall comprise:
- (i) fees and expenses of an independent negotiator engaged by the Assured with the prior authorisation of Underwriters;
 - (ii) fees and expenses of an independent public relations consultant and/or product recall consultants and/or interpreter;
 - (iii) costs of travel and accommodation incurred by the Assured or an Insured Person;
 - (iv) the costs of travel of a Kidnap and/or Detention and/or Hijack victim and his family to the country of which the victim is a national and the travel costs of a replacement of a Kidnap and/or Detention and/or Hijack victim and his family to the country in which the Kidnap and/or Detention and/or Hijack occurred. These costs shall only apply once per Insured Person per Kidnap and/or Detention and/or Hijack;
 - (v) fees for independent psychiatric care and/or medical care and/or legal advice incurred prior to the release and within thirty six months following the Insured Event;
 - (vi) reward paid by the Assured or an Insured Person to an Informant for information which directly leads to the arrest and conviction of parties responsible for an Insured Event;
 - (vii) **Personal Financial Loss;**
 - (viii) 100% of a Kidnapped or Detained or Hijacked Insured Person's gross salary and bonuses, commissions, costs of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the Insured Event occurs and for sixty (60) days following the release;
 - (ix) 100% of a relative of a Kidnapped or Detained or Hijacked Insured Person's gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due at the time the Insured Event occurs and for sixty (60) days following the release.
 - (x) 100% of the gross salary including bonuses and allowances for a temporary replacement of a Kidnapped or Detained or Hijacked Insured Person for the duration of the Kidnap and/or Detention and/or Hijack and sixty (60) days thereafter, but shall not exceed the Kidnapped or Detained or Hijacked Insured Person's total remuneration at the time that the Kidnap or Detention or Hijack occurs;
 - (xi) the costs incurred by the Assured for the salaries of employees specifically designated to assist in negotiating on any Insured Event, not to exceed the employees base rate of pay. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the Assured forwards an itemised account of such employees time, services and expenses;
 - (xii) sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within seven days of the Assured receiving reimbursement of the same from Underwriters;
 - (xiii) costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting Insured Persons and/or Property located in the country where an Insured Event has occurred whether or not such Insured Event involves such Insured Persons and/or Property, and on the specific recommendation of the Control Risks Group and/or alternative Security Consultants.
 - (xiv) costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a Kidnapped or Detained or Hijacked Insured Person;
 - (xv) reasonable fees and expenses of independent forensic analysts engaged by the Assured;
 - (xvi) reasonable rest and rehabilitation expenses including meals and recreation incurred by the Kidnap and/or Detention and/or Hijack victim and a spouse and/or children incurred within 6 months following the release of the Kidnap and/or Detention and/or Hijack victim.



- (xvii) the reasonable 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 an **Insured Event**;
 - (xviii) job retraining costs for the **Kidnap** and/or **Detention** and/or **Hijack** victim, including but not limited to salary of the **Kidnap** and/or **Detention** and/or **Hijack** victim while being re-trained, and costs of external training courses.
 - (xix) all other reasonable expenses incurred by the **Assured** or **Insured Person(s)** in negotiating the release of a victim.
- 2.5 **Legal Liability**, being settlements or awards fees and judgements imposed upon and paid by the **Assured** as a result of an action for damages brought by or on behalf of any **Insured Person(s)** or his or their legal representative or shareholders solely and directly as a result of a **Kidnap** or a **Detention** or a **Hijack** or an **Extortion**. However;
- (i) the **Assured** shall neither admit any liability for, nor settle any claim, nor incur any costs or expenses without the prior authorization of Underwriters;
 - (ii) Underwriters shall have the right to defend any such suit against the **Assured** and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the **Assured** shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their prior authorization, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements, awards and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards and judgements.

2.6 **Personal Accident.**

3. **CONDITIONS**

- 3.1 When the **Insured Event** has occurred, or is believed to have occurred, the **Assured** shall:
- (i) inform Underwriters and the Control Risks Group and/or alternative Security Consultant and provide whatever information is required as soon as is practicable and inform (or allow the Control Risks Group and/or alternative Security Consultant to inform) the appropriate authorities responsible for law enforcement in the country where an **Insured Event** has occurred, or is believed to have occurred, of the **Ransom** demand as soon as is practicable having regard to the personal safety of the Victim;
 - (ii) before agreeing to the payment of any **Ransom**, make every reasonable effort to:
 - (a) determine that the **Insured Event** has actually occurred and is not a hoax;
 - (b) ensure that a senior official of the **Assured** agrees to the payment of the **Ransom**;
 - (iii) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** had been surrendered under duress.
- 3.2 The **Assured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Insured Losses.
- 3.3 The **Assured** and **Insured Person(s)** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.
- 3.4 In the event of any payment under this policy, Underwriters shall be subrogated to the extent of such payment to all the **Assured's** or **insured Person(s)**' rights of recovery, and the **Assured** or **insured Person(s)** shall execute all papers required and shall do everything necessary to enable Underwriters to bring suit in the name of the **Assured** or **Insured Person(s)**.
- 3.5 Other than as set forth in clause 2.5 hereof, Underwriters' liability hereunder shall in all cases be limited to the amount shown in the Schedule. Specifically, but without limiting the generality of the foregoing, Underwriters' liability shall not be increased because:
- (i) the **Assured** may comprise or include more than one legal entity. If more than one legal entity is named in this policy, only the first-named shall have any right to make, adjust, receive or enforce payment of any claim;



- (ii) of renewal of this policy. Underwriters' liability shall not be cumulative from one Period of Insurance to another;
 - (iii) of any other reason whatsoever.
- 3.6 This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis.
- 3.7 No assignment of the **Assured's** interest hereunder shall be binding on Underwriters, unless and until their written consent thereto has been obtained and endorsed hereon.
- 3.8 Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent Underwriters 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.
- 3.9 Failure by Underwriters to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.
- 3.10 Under Section 2.6 **Personal Accident**, Underwriters will not be liable to pay compensation unless the Medical Advisors appointed by Underwriters shall be allowed as often as it is thought necessary within reason to examine the **Insured Person**.
- 3.11 It is agreed that the **Assured** shown in Item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:
- (i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;
 - (ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition and subject to notification of the new subsidiary to Underwriters within the 30 day period.

4. EXCLUSIONS

Underwriters shall not be liable in respect of any losses which are or but for this insurance would be covered under any other insurance, save in excess of such other insurance. Further, Underwriters shall not be liable in respect of any losses caused by or arising from or attributable to any of the following circumstances:

- 4.1 The surrender of a **Ransom** in any face to face encounter, unless surrendered by a person 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.
- 4.2 The surrender of a **Ransom**, either at the locations where the **Kidnap** or **Detention** or **Hijack** of one or more **Insured Persons** occurs or where the **Extortion** or **Products 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.
- 4.3 In respect of **Kidnap**, **Extortion**, **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent, contractor or sub-contractor of the **Assured**, or an **Insured Person** or agent thereof whether acting alone or in collusion with others.
- 4.4 In respect of **Detention** only:
- (i) a **Detention** which is for a period of less than twenty four hours;
 - (ii) any act or alleged act of the **Assured** or an **Insured Person** which would be a criminal offence if committed by the same party in the State where its headquarters are located or of which he is a national, unless Underwriters determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Assured** or the victim of a **Detention**;
 - (iii) failure of the **Assured** or an **Insured Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.



GAIC SCR Amendatory Endorsement (ASRM)

In consideration of the payment of the premium, it is hereby understood and agreed that the following amendments shall be made to the GAIC Corporate Protection Policy:

DEFINITIONS 1.2 is deleted and replaced with the following:

1.2 Kidnap shall be the illegal actual, alleged or attempted taking, in the Territory specified in Item 5. of the Schedule, and holding captive of one or more **Insured Persons** by persons who demand or intend to demand specifically from assets of **Assured** or **Insured Person** a **Ransom** as a condition of the release of such captive(s).

DEFINITIONS 1.3 is deleted and replaced with the following:

1.3 Extortion shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:

- (i) kill, injure, or abduct an **Insured Person**; or
- (ii) pollute, cause physical damage or loss to **Property**; or
- (iii) disseminate, divulge or utilise **Trade Secrets** or **Proprietary Information** including any personal, private or confidential data; or
- (iv) adulterate or destroy any **Computer System** by a **Computer Violation**

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

DEFINITIONS 1.6 is deleted and replaced with the following:

1.6 Hijack shall be the attempted or actual illegal holding under duress of an **Insured Person** for a period in excess of six hours whilst travelling in or on any aircraft, motor vehicle, railroad train, or waterborne vessel or any other form of public or private transport.

DEFINITIONS 1.9 is deleted and replaced with the following:

1.9 Insured Person shall be:

- (i) anyone specified in Item 4. of the Schedule;
- (ii) the spouse, or a domestic partner, or relative, fiancé or fiancée, or a lineal descendant or a living ancestor, including but not limited to step-parents, step-children, step-siblings, foster children, adopted children, adopted parents and spouses thereof, of either an **Insured Person** or the spouse of an **Insured Person**;
- (iii) a person normally resident or employed in the household and/or grounds of an **Insured Person**;
- (iv) a guest in the home of an **Insured Person**;
- (v) a guest or customer of the **Assured** while on the **Assured's Premises** or on board any vehicle, aircraft or waterborne vessel owned or leased by the **Assured** or an **Insured Person**;
- (vi) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**;
- (vii) all directors, officers, employees, students, volunteers, faculty on sabbatical
- (viii) a person while attending or participating in an activity organized by the **Assured**
- (ix) for the purpose of **Proprietary Information**, **Extortion** coverage applies to anyone for whom the **Assured** has confidential or **Proprietary Information** regarding that individual(s).

DEFINITIONS 1.10 is deleted and replaced with the following:

1.10 Property shall be buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile, (including vessels and aircraft), bloodstock and livestock owned or leased by the **Assured** or an **Insured Person** for which the **Assured** or an **Insured Person** is legally liable.



DEFINITIONS 1.16 is deleted and replaced with the following:

1.16 **Personal Accident** shall be **Loss of Limb, Loss of Sight, Loss of Extremity, Permanent Total Disablement** or Death sustained by the **Insured Person**, solely and directly as a result of an **Insured Event**, or attempt thereat, provided that such injury causes the death or disablement of the **Insured Person** within 12 calendar months from the date of the incident. Insured Losses shall not exceed those specified in Item 7 (v) of the Schedule.

If an **Insured Person** disappears during the currency of this Insurance and his body is not found within 12 months after his disappearance and sufficient evidence is produced satisfactory to Underwriters that leads them inevitably to the conclusion that he sustained death solely and directly as a result of an **Insured Event**, Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to Underwriters if the **Insured Person** is subsequently found to be living.

DEFINITIONS shall be extended to include the following:

1.22 **Proprietary Information** shall be any confidential, private or secret information unique to the **Assured, Assured's business** or an **Insured Person**.

1.23 **Computer System** shall be any computer or network of computers of the **Assured** including its input, output, processing, storage and communications facilities, and shall include off-line media libraries.

1.24 **Computer Violation** shall be an unauthorized:

- (i) entry into or deletion of data from a **Computer System**;
- (ii) change to data elements or program logic of a **Computer System**, which is kept in machine readable format; or
- (iii) introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**.

directed solely at the **Assured**.

INSURED LOSSES 2.4 is deleted and replaced with the following:

2.4 Additional expenses, being expenses necessarily incurred following, and for the duration of, an **Insured Event** by the **Assured** or an **Insured Person(s)** and which shall comprise:

- (i) fees and expenses of an independent negotiator engaged by the **Assured** with the prior authorisation of Underwriters;
- (ii) fees and expenses of an independent public relations consultant and/or product recall consultant and/or interpreter;
- (iii) costs of travel and accommodation incurred by the **Assured** or an **Insured Person**;
- (iv) the costs of travel of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country of which the victim is a national and the travel costs of a replacement of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country in which the **Kidnap** and/or **Detention** and/or **Hijack** occurred. These costs shall only apply once per **Insured Person** per **Kidnap** and/or **Detention** and/or **Hijack**;
- (v) fees for independent psychiatric care and/or medical care and/or legal advice incurred prior to the release and within thirty six months following the **Insured Event**;
- (vi) reward paid by the **Assured** or an **Insured Person** to an **Informant** for material information which directly leads to recovery of the victim or his remains;
- (vii) **Personal Financial Loss**;
- (viii) 100% of a **Kidnapped** or **Detained** or **Hijacked Insured's Person's** gross salary and bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the **Insured Event** occurs and for sixty (60) days following the release;
- (ix) 100% of a relative of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due at the time the **Insured Event** occurs and for sixty (60) days following the release;



- (x) 100% of the gross salary including bonuses and allowances for a temporary replacement of a Kidnapped or Detained or Hijacked Insured Person for the duration of the Kidnap and/or Detention and/or Hijack and sixty (60) days thereafter, but shall not exceed the Kidnapped or Detained or Hijacked Insured Person's total remuneration at the time the Kidnap or Detention or Hijack occurs;
- (xi) the costs incurred by the Assured for the salaries of employees specifically designated to assist in negotiating on any Insured Event, not to exceed the employees base rate of pay. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the Assured forwards and itemised account of such employees time, services and expenses;
- (xii) sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within seven days of the Assured receiving reimbursement of the same from Underwriters;
- (xiii) costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting an Insured Person(s) and/or Property located in the county where an Insured Event has occurred whether or not such Insured Event involves such Insured Persons and/or Property, and on the specific recommendation of the Control Risks Group and/or alternative Security Consultants;
- (xiv) costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a Kidnapped or Detained or Hijacked Insured Person;
- (xv) reasonable fees and expenses of independent forensic analysts engaged by the Assured;
- (xvi) reasonable rest and rehabilitation expenses including meals and recreation incurred by the Kidnap and/ or Detention and/or Hijack victim and a spouse and/or children incurred within 6 months following the release of the Kidnap and/or Detention and/or Hijack victim;
- (xvii) the reasonable 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 an Insured Event;
- (xviii) job retaining costs for the Kidnap and/or Detention and/or Hijack victim, including but not limited to salary of the Kidnap and/or Detention and/or Hijack victim while being retrained, and costs of external training courses;
- (xix) all other reasonable expenses incurred by the Assured or Insured Person(s) incurred as a direct result of an Insured Event.

INSURED LOSSES 2.5 is deleted and replaced with the following:

- 2.5** Legal Liability, being settlements or awards fees and judgements imposed upon and paid by the Assured as a result of an action for damages brought by or on behalf of any insured Person(s) or his or their legal representative or shareholders solely and directly as a result of a Kidnap or a Detention or a Hijack or an Extortion. However;
- (i) the Assured shall neither admit any liability for, nor settle any claim, nor incur any costs or expenses without the prior authorization of Underwriters;
 - (ii) Underwriters shall have the right to defend any such suit against the Assured and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the Assured shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their authorisation are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements, awards, fees and judgments to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards, fees and judgments.

CONDITIONS 3.1 is deleted and replaced with the following:

3.1 When the Insured Event has occurred, or is believed to have occurred, the Assured shall:

- (i) Inform Underwriters and the Control Risks Group and/or alternative Security Consultant and provide whatever information is required as soon as is practicable and inform (or allow the Control Risks Group and/or alternative Security Consultant to inform) the appropriate authorities responsible for law enforcement in the county where an Insured Event has occurred, or is as believed to have occurred, of the Ransom demand as soon as is practicable having regard to the personal safety of the Victim;
- (ii) before agreeing to the payment of any Ransom, make every reasonable effort to:



- (a) determine that the **Insured Event** has actually occurred and is not a hoax;
- (b) ensure that a senior official of the **Assured** agrees to the payment of the **Ransom**;
- (iii) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** has been surrendered under duress.

CONDITIONS 3.3 is deleted in its entirety.

CONDITIONS 3.6 is amended to read;

This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis. The policy may be cancelled by the **Assured** at any time during the policy period providing written notice in advance. Unearned premium will be refunded on a pro rata basis.

CONDITIONS 3.10 is deleted and replaced with the following:

3.10 Under Section 2.6 **Personal Accident** the following conditions apply:

- (i) any **Insured Person** who suffers an incident which caused or may cause disablement within the meaning of this policy must place himself under the care of a qualified medical practitioner approved by Underwriters as early as possible after the incident.
- (ii) Underwriters will not be liable to pay compensation unless the medical advisors appointed by Underwriters shall be allowed as often as is thought necessary to examine the **Insured Person**.

CONDITIONS 3.11 is deleted and replaced with the following:

3.11 At the first annual anniversary, if the number of students enrolled by the **Assured** exceeds 15% of the total students enrolled when coverage incepted, an additional premium will become payable. The same provision will apply to the second annual anniversary and will be based upon the total enrolment from the prior anniversary.

EXCLUSIONS 4.2 is deleted and replaced with the following:

4.2 The surrender of a **Ransom** either at the location where the **Kidnap** of one or more **Insured Person(s)** occurs or where the **Extortion** or **Products 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.

EXCLUSIONS 4.3 is deleted and replaced with the following:

4.3 In respect of **Kidnap**, **Extortion**, **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent of the **Assured**, or an **Insured Person** or agent thereof, whether acting alone or in collusion with others and sanctioned by the **Assured**.

EXCLUSIONS 4.4 (i) is amended to read;

A **Detention** which is for a period of less than six (6) hours;



All Perils Loss of Earnings Extension (ASRM)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include Loss of Earnings as specified below, and solely in respect thereto shall be read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Business Interruption Loss suffered by the **Assured** resulting from the necessary interruption of business caused directly and solely by a Kidnap, Extortion, Detention or Hijacking, or an Extortion threat which necessarily results in an interruption of the **Assured's** business.

Business Interruption Loss means the Loss of Earnings derived from business operations other than a **Study Abroad Program**, but not exceeding the actual reduction in Earnings, less charges and expenses which do not necessarily continue during the interruption of business, resulting from necessary interruption of business caused directly and solely by an Insured Event.

Study Abroad Program means a program in which an **Insured Person(s)** attends courses or participates in activities for academic credit accepted by the **Assured** in a country other than the **Assured** country of domicile.

All other terms and conditions remain unchanged.



Loss of Earnings Study Abroad Program Extension

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Loss of Earnings** as specified below, and solely in respect thereto shall be read as stated below. Reference to the Schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Loss of Earnings suffered by the **Assured** due to a reduction in enrolment in a **Study Abroad Program** and/or reimbursement of tuition, fees, room and board resulting directly and solely from an **Insured Event** under this policy, other than a **Travel Security Evacuation** and/or an **Expatriate Security Evacuation**, involving an **Insured Person** while participating in a **Study Abroad Program**.

Loss of Earnings means the actual reduction in earnings, less charges and expenses which do not necessarily continue due to the reduction in enrolment in a **Study Abroad Program(s)** caused directly and solely by an **Insured Event**.

Study Abroad Program means a program in which an **Insured Person(s)** attends courses or participates in activities for academic credit accepted by the **Assured** in a country other than the **Assured** country of domicile.

All other terms and conditions remain unchanged.



Expatriate Security Evacuation Extension (ASRM)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Expatriate Security Evacuation** as specified below, and solely in respect thereto shall read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability and Coinsurance which shall apply.

1. Definitions

- 1.1 **Insured Event** shall be the **Expatriate Security Evacuation** of an **Insured Person** or in the event of death, his remains.
- 1.2 **Expatriate Security Evacuation** shall be a **Repatriation** necessitated by:
- (i) officials of the **Resident Country** issuing for security related reasons, a recommendation that categories of person which include the **Insured Persons** should leave the country in which that **Insured Person** is temporarily resident and/or
 - (ii) an **Insured Person** being expelled or declared persona non grata on the written authority of the recognized government of the country where temporarily resident, and/or
 - (iii) the wholesale seizure, confiscation, or expropriation of the property, plant, and equipment of the **Assured** located in the country where the **Insured Person** is temporarily resident and/or
 - (iv) both the **Assured** and Control Risks agreeing that for security related reasons **Insured Persons** should leave the country.
- 1.3 **Repatriation** shall be the return of an **Insured Person** to his **Resident Country**.
- 1.4 **Relocation** shall be the return of an **Insured Person** who has been the subject of an **Expatriate Security Evacuation** to the country from which he had been repatriated.
- 1.5 **Resident Country** shall be the country of which an **Insured Person** is a national or permanent resident.

2. Insured Losses

- 2.1 Costs incurred by the **Assured** or an **Insured Person** for travel to the nearest place of safety or to the **Resident Country**.
- 2.2 Reasonable accommodation costs incurred by the **Assured** or an **Insured Person** whilst the subject of an **Expatriate Security Evacuation** for a maximum period of seven days.
- 2.3 Economy class fares on any licensed common carrier operating from a published timetable incurred by the **Assured** or an **Insured Person** in the **Relocation** of an **Insured Person**.
- 2.4 The gross salary, including any bonuses and allowances, paid by the **Assured** to an **Insured Person** temporarily resident, immediately prior to the **Insured Event**, this salary shall be reimbursed for a maximum period of three months following the **Expatriate Security Evacuation**, or until the date of **Relocation**, whichever shall first occur.
- 2.5 The fees and expenses of Control Risks and/or alternative Security Consultants as agreed by Underwriters.
- 2.6 Personal effects left behind and irrecoverably lost by the evacuated **Insured Person** up to the limit as stated in the schedule.
- 2.7 Cost of tuition reimbursed by the **Assured** to a **Covered Person** as a result of an **Insured Event**.

3. Conditions

- 3.1 In respect of **Expatriate Security Evacuation**, the **Assured** shall be indemnified solely for the costs of transportation by economy fares unless unavailable, clearly impractical or the risk to the life of the **Insured Person** is such that any other appropriate means of transport becomes essential.
- 3.2 Coverage shall apply once per **Insured Person** per **Insured Event**.

4. Exclusions

This endorsement does not include **Insured Losses** by the **Assured** or an **Insured Person** arising from or attributable to:



- 4.1 Violation by the **Assured** or an **Insured Person** of the laws or regulations of the country of which they are a national or a resident.
- 4.2 The failure of the **Assured** or an **Insured Person** properly to procure or maintain immigration, work, residence, or similar visas, permits, or other documentation.
- 4.3 A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- 4.4 The failure of the **Assured** or an **Insured Person** to honor any contractual obligation or bond or to obey any conditions in a license.
- 4.5 **Insured Persons** who are nationals or permanent residents of the country in which the **Insured Event** takes place.
- 4.6 **Insured Events** arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption, or windstorm.
- 4.7 (i) ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof;

(ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component or threat thereof.
- 4.8 Country exclusions as stated in the schedule.

All other terms and conditions remain unchanged.



Travel Security Evacuation Extension (ASRM)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Travel Security Evacuation** as specified below, and solely in respect thereto shall read as stated below. Reference to the Schedule attaching to and forming part of this endorsement shall determine the Limits of Liability and Coinsurance which shall apply.

1. Definitions

- 1.1 **Insured Event** shall mean **Travel Security Evacuation** of an **Insured Person** or in the event of Death, his remains.
- 1.2 **Travel Security Evacuation** shall be a **Repatriation** necessitated by:
- (i) officials of the **Resident Country** issuing for security related reasons, a recommendation that categories of person which include the **Insured Persons** should leave the country in which that **Insured Person** engaged in travel, and/or
 - (ii) a **Insured Person** being expelled or declared persona non grata on the written authority of the recognized government of the country where the **Insured Person** is engaged in travel, and/or
 - (iii) the wholesale seizure, confiscation or expropriation of the property, plant and equipment of the **Assured** located in the country where the **Insured Person** is engaged in travel and/or
 - (iv) both the **Assured** and Control Risks agreeing that for security related reasons **Insured Persons** should leave the country.
- 1.3 **Repatriation** shall be the return of an **Insured Person** to his **Resident Country**.
- 1.4 **Resident Country** shall be the country of which an **Insured Person** is a national or permanent resident.

2. Insured Losses:

- 2.1 Costs incurred by the **Assured** or an **Insured Person** for travel to the nearest place of safety or to the **Resident Country**.
- 2.2 Reasonable accommodation costs incurred by the **Assured** or an **Insured Person** whilst the subject of a **Travel Security Evacuation** for a maximum period of seven days.
- 2.3 The fees and expenses of Control Risks and/or alternative Security Consultants as agreed by Underwriters.
- 2.4 Personal effects left behind and irrecoverably lost by the evacuated **Insured Person** up to the limit shown in the Schedule.
- 2.5 Cost of tuition reimbursed by the **Assured** to a **Covered Person** as a result of an **Insured Event**.

3. Conditions

- 3.1 In respect of **Repatriation**, the **Assured** shall be indemnified solely for the costs of transportation by economy fares unless unavailable, clearly impractical or the risk to the life of the **Insured Person** is such that any other appropriate means of transport becomes essential.
- 3.2 Coverage shall apply once per **Insured Person** per **Insured Event**.

4. Exclusions

This extension does not include **Insured Losses** by the **Assured** or an **Insured Person** arising from or attributable to:

- 4.1 Violation by the **Assured** or an **Insured Person** of the laws or regulations of the country, state, province, territory or local authority which gives rise to a **Travel Security Evacuation**.
- 4.2 The failure of the **Assured** or an **Insured Person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- 4.3 A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.



- 4.4 The failure of the **Assured** or an **Insured Person** to honor any contractual obligation or bond or to obey any conditions in a license.
- 4.5 **Repatriation of Insured Persons** who are nationals or permanent residents of the country in which the **Insured Event** takes place.
- 4.6 **Insured Events** arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.
- 4.7 (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component or threat thereof.
- 4.8 Country exclusions as specified in the Schedule.

All other terms and conditions remain unchanged.



Threat Response Expense Extension

Underwriters shall be liable for costs and fees incurred in respect of the Services of Control Risks Group or any other independent security firm previously agreed by underwriters as a result of a threat or threats made by a person or a group (without an accompanying ransom or extortion demand) to commit or attempt to :

- a) inflict bodily harm to, wrongfully abduct or detain an **Insured Person**
- b) damage, destroy or contaminate any property
- c) reveal confidential or proprietary information

provided however, such threat or threats are made specifically against the Assured or an Insured Person or the **Assured's** Property or an Insured Person(s) Property.

It is further agreed that Underwriters shall only be liable in respect of Insured Losses 2.3 and relevant expenses in respect of 2.4. Underwriters' liability under this extension shall not exceed the limit stated in the schedule.

For the purpose of this extension, the following definition is added:

Services means the assessment of the threat and the temporary protection of the threatened person(s) or Property for a period not to exceed the number of days stated in the schedule from the date the threat is received.



Disappearance Investigation and Expense Extension

Subject as far as applicable to all policy terms and conditions, this policy shall be extended to cover Disappearance Investigation and Expense and solely in respect thereto, shall read as stated below. Reference to the Schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Underwriters shall be liable for costs and fees incurred in respect of the **Services** of Control Risks Group (or any other independent security company agreed by Lead Underwriter) in the event of the disappearance of an **Insured Person** for a period exceeding forty-eight (48) hours from the last confirmed contact with said **Insured Person**.

It is further agreed that Underwriters shall only be liable in respect of **Insured Losses** 2.3 and relevant expenses in respect of 2.4.

For the purpose of this extension, the following definition is added:

Services means the investigation and relevant expenses resulting from the disappearance of an **Insured Person** for a period not to exceed the indemnity period as stated on the Schedule page from the date the disappearance was first reported to or discovered by the **Assured**.



Express Kidnap Extension (Enhanced)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Express Kidnap** as specified below, and solely in respect thereto shall be read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Underwriters shall be liable in respect of **Insured Losses** 2.1, 2.3, 2.6 and relevant expenses in respect of 2.4 in the event of a **Express Kidnap**.

For the purpose of this extension, the following definition is added:

Express Kidnap means the Hijack or Kidnap of an **Insured Person(s)** for a period of less than 24 hours by persons who demand or intend to demand specifically from the assets of an **insured Person(s)** a **Ransom** as a condition of their release.

For the purpose of this extension, the following exclusion is deleted in its entirety:

4.1 The surrender of a **Ransom** in any face to face encounter, unless surrendered by a person who is in possession of such a **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand.

Underwriters' liability shall be as stated in the schedule.

All other terms and conditions remain unchanged.



Hostage Crisis Extension

In consideration of the actual premium and subject to the policy terms and conditions, this policy shall be extended to include a **Hostage Crisis** as specified below, and solely in respect thereto shall be read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Underwriters shall only be liable in respect of **Insured Losses 2.1, 2.3, 2.5, 2.6** and relevant expenses in respect of **2.4** in the event of a **Hostage Crisis** lasting for a period exceeding one (1) hour.

For the purpose of this extension, the following definition is added:

Hostage Crisis means the illegal holding of an **Insured Person** by one party in a conflict as security that specified terms will be met by the opposing party and where the opposing party is in the immediate proximity of the **Insured Person**.

For the purpose of this extension, exclusions 4.1 and 4.2 are deleted in their entirety.

All other terms and conditions remain unchanged.



Child Abduction Extension

Subject as far as applicable to all policy terms and conditions, this policy shall be extended to cover Child Abduction and solely in respect thereto, shall read as follows:

Definition 1.5 is amended to read:

Detention shall be the holding of a **Child** without prior consent from a **Legal Guardian** taken from the **Assured's Premises** for a period in excess of six (6) hours, for whatever reason and whether by authorities legally constituted in the place of custody or by others. With respect to salary payments only, Underwriters' liability shall be for a period of 72 months or until 60 days after the date on which the **Detention** ceases, whichever shall first occur.

Child is defined as an **Insured Person** who has a **Legal Guardian**.

Legal Guardian is defined as a person who has legal responsibility for the care and management of a child.



Customer Identity Threat Extension

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include Customer Identity Threat as specified below, and solely in respect thereto shall read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Underwriters shall be liable in respect of **Insured Losses 2.1, 2.2, 2.3, 2.5, 2.6** and relevant expenses in respect of **2.4** in the event of a **Customer Identity Threat**.

Definition 1.3 Extortion, is amended to include:

- (v) disseminate, divulge or utilize customer identity information by persons who then demand a Ransom as a condition of not carrying out such threats.

Definition 1.9 Insured Person, v. is amended to additionally read:

- (v) With respects to threats to disseminate, divulge or utilize customer identity information by persons who then demand a Ransom, any customer for whom the Assured holds proprietary or confidential information.



Assault Expense Endorsement (New)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Assault Expense** as specified below, and solely in respect thereto shall read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability which shall apply.

Underwriters shall be liable in respect of **Insured Losses** 2.3, 2.6 and relevant expenses in respect of 2.4 and Loss of Earnings (if applicable) as a result of physical attack or assault committed with a **Weapon** and directly involving three or more people and resulting in the serious injury or death of an **Insured Person** occurring on the **Assured's Premises** or during an activity sponsored by the **Assured** that results in regional print or televised media coverage within forty-eight (48) hours of the incident.

For the purpose of this extension, the following definition is added:

Weapon means a tool which is specifically manufactured to injure, kill or incapacitate a person.

All other terms and conditions remain unchanged.



Terrorist Risk Insurance Act Endorsement

as amended under the Terrorism Risk Insurance Program Reauthorization Act of 2007 ("TRIPRA")

TRIA Charge:

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Please note that this Certificate does not contain an exclusion that specifically excludes coverage for certified acts of terrorism under the Act. The portion of your annual premium that is attributable to coverage for acts of terrorism is 1%. There is a separate line item designating the premium charge for this coverage above.

If you do not wish to elect to purchase coverage for Acts of Terrorism, as defined by the Act, we must receive written notification of such desire and an exclusion for such coverage will be added to your Policy. If you have any questions regarding this notice, the Act, or the impact of the Act on your policy please do not hesitate to contact SCR.



Montana Amendatory Endorsement

This endorsement modifies insurance provided under the following:

- 3.12 A Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy.
- B Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.



Travel Security Evacuation Extension (ASRM)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Travel Security Evacuation** as specified below, and solely in respect thereto shall read as stated below. Reference to the Schedule attaching to and forming part of this endorsement shall determine the Limits of Liability and Coinsurance which shall apply.

1. Definitions

1.1 Insured Event shall mean **Travel Security Evacuation** of an **Insured Person** or in the event of Death, his remains.

1.2 Travel Security Evacuation shall be a **Repatriation** necessitated by:

- (i) officials of the **Resident Country** issuing for security related reasons, a recommendation that categories of person which include the **Insured Persons** should leave the country in which that **Insured Person** engaged in travel, and/or
- (ii) a **Insured Person** being expelled or declared persona non grata on the written authority of the recognized government of the country where the **Insured Person** is engaged in travel, and/or
- (iii) the wholesale seizure, confiscation or expropriation of the property, plant and equipment of the **Assured** located in the country where the **Insured Person** is engaged in travel and/or
- (iv) both the **Assured** and **Control Risks** agreeing that for security related reasons **Insured Persons** should leave the country.

1.3 Repatriation shall be the return of an **Insured Person** to his **Resident Country**.

1.4 Resident Country shall be the country of which an **Insured Person** is a national or permanent resident.

2. Insured Losses:

2.1 Costs incurred by the **Assured** or an **Insured Person** for travel to the nearest place of safety or to the **Resident Country**.

2.2 Reasonable accommodation costs incurred by the **Assured** or an **Insured Person** whilst the subject of a **Travel Security Evacuation** for a maximum period of seven days.

2.3 The fees and expenses of **Control Risks** and/or alternative Security Consultants as agreed by Underwriters.

2.4 Personal effects lost and irrecoverably lost by the evacuated **Insured Person** up to the limit shown in the Schedule.

2.5 Cost of tuition reimbursed by the **Assured** to a **Covered Person** as a result of an **Insured Event**.

3. Conditions

3.1 In respect of **Repatriation**, the **Assured** shall be indemnified solely for the costs of transportation by economy fares unless unavailable, nearly impractical or the risk to the life of the **Insured Person** is such that any other appropriate means of transport becomes essential.

3.2 Coverage shall apply once per **Insured Person** per **Insured Event**.

4. Exclusions

This extension does not include **Insured Losses** by the **Assured** or an **Insured Person** arising from or attributable to:

4.1 Violation by the **Assured** or an **Insured Person** of the laws or regulations of the country, state, province, territory or local authority which gives rise to a **Travel Security Evacuation**.

4.2 The failure of the **Assured** or an **Insured Person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.

4.3 A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.



- 4.4 The failure of the **Assured** or an **Insured Person** to honor any contractual obligation or bond or to obey any conditions in a license.
- 4.5 **Repatriation of Insured Persons** who are nationals or permanent residents of the country in which the **Insured Event** takes place.
- 4.6 **Insured Events** arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.
- 4.7 (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component or threat thereof.
- 4.8 Country exclusions as specified in the Schedule.

All other terms and conditions remain unchanged.

SPECIMEN

SCR

Expatriate Security Evacuation Extension (ASRM)

In consideration of the additional premium and subject to the policy terms and conditions, this policy shall be extended to include **Expatriate Security Evacuation** as specified below, and solely in respect thereto shall read as stated below. Reference to the schedule attaching to and forming part of this endorsement shall determine the Limits of Liability and Coinsurance which shall apply.

1. Definitions

1.1 **Insured Event** shall be the **Expatriate Security Evacuation** of an **Insured Person** or in the event of death, his remains.

1.2 **Expatriate Security Evacuation** shall be a **Repatriation** necessitated by:

(i) officials of the **Resident Country** issuing for security related reasons, a recommendation that categories of person which include the **Insured Persons** should leave the country in which that **Insured Person** is temporarily resident and/or

(ii) an **Insured Person** being expelled or declared persona non grata on the written authority of the recognized government of the country where temporarily resident, and/or

(iii) the wholesale seizure, confiscation, or expropriation of the property, plant, and equipment of an **Insured Person** located in the country where the **Insured Person** is temporarily resident and/or

(iv) both the **Assured** and **Control Risks** agreeing that for security related reasons **Insured Persons** should leave the country.

1.3 **Repatriation** shall be the return of an **Insured Person** to his **Resident Country**.

1.4 **Relocation** shall be the return of an **Insured Person** who has been the subject of an **Expatriate Security Evacuation** to the country from which he had been repatriated.

1.5 **Resident Country** shall be the country of which an **Insured Person** is a national or permanent resident.

2. Insured Losses

2.1 Costs incurred by the **Assured** or an **Insured Person** for travel to the nearest place of safety or to the **Resident Country**.

2.2 Reasonable accommodation costs incurred by the **Assured** or an **Insured Person** whilst the subject of an **Expatriate Security Evacuation** for a maximum period of seven days.

2.3 Economy class fares on any licensed common carrier operating from a published timetable incurred by the **Assured** or an **Insured Person** in the Relocation of an **Insured Person**.

2.4 The gross salary including any bonus and allowances, paid by the **Assured** to an **Insured Person** temporarily resident, immediately prior to the **Insured Event**, this salary shall be reimbursed for a maximum period of three months following the **Expatriate Security Evacuation**, or until the date of **Relocation**, whichever shall first occur.

2.5 The fees and expenses of **Control Risks** and/or alternative **Security Consultants** as agreed by Underwriters.

2.6 Personal effects left behind and irrecoverably lost by the evacuated **Insured Person** up to the limit as stated in the schedule.

2.7 Cost of tuition reimbursed by the **Assured** to a **Covered Person** as a result of an **Insured Event**.

3. Conditions

3.1 In respect of **Expatriate Security Evacuation**, the **Assured** shall be indemnified solely for the costs of transportation by economy fares unless unavailable, clearly impractical or the risk to the life of the **Insured Person** is such that any other appropriate means of transport becomes essential.

3.2 Coverage shall apply once per **Insured Person** per **Insured Event**.

4. Exclusions

This endorsement does not include **Insured Losses** by the **Assured** or an **Insured Person** arising from or attributable to:



- 4.1 Violation by the **Assured** or an **Insured Person** of the laws or regulations of the country of which they are a national or a resident.
- 4.2 The failure of the **Assured** or an **Insured Person** properly to procure or maintain immigration, work, residence, or similar visas, permits, or other documentation.
- 4.3 A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- 4.4 The failure of the **Assured** or an **Insured Person** to honor any contractual obligation or bond or to obey any conditions in a license.
- 4.5 **Insured Persons** who are nationals or permanent residents of the country in which the **Insured Event** takes place.
- 4.6 **Insured Events** arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption, or windstorm.
- 4.7 (i) ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or part or component or threat thereof.
- 4.8 Country exclusions as stated in the schedule.

All other terms and conditions remain unchanged.

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Montana Amendatory Endorsement

This endorsement modifies insurance provided under the following:

- 3.12 A Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy.
- B Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

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