



HOTSPOT COVER POLICY WORDING

FOR EMERGENCY ASSISTANCE:

Call Our 24/7 Assistance line on **+44(20)37907060**

Emergency Email: **assist@hotspotcover.com**

FOR NON-EMERGENCY CLAIMS:

That do not need an immediate response,

Email: **claims@hotspotcover.com**

Global Guardian are our emergency response and risk advisory partners. All of our policyholders can receive a free pre-travel safety and security briefing, travel health information and daily check-in calls if they wish.

SECTION 1, 2, 3 & ADDITIONAL BENEFITS BENEFIT SCHEDULE TABLE

| BENEFITS | | POLICY LIMITS (CURRENCY: EUR) |
|----------------------------|--|----------------------------------|
| SECTION 1 | Accidental Death & Permanent Total Disablement (Accident Only) | 250,000 |
| SECTION 2 & 3 | Emergency Medical Expenses & Emergency Medical Evacuation | 500,000 |
| Additional Benefits | Funeral Expenses Repatriation of Mortal Remains | 25,000 |
| AGGREGATE LIMIT PER POLICY | | 2,500,000 |

SECTION 4 - Kidnap For Ransom, Crisis & Security

BENEFIT SCHEDULE TABLE

| BENEFITS | POLICY LIMITS (CURRENCY: EUR) |
|---------------------|---|
| Ransom | 250,000 per insured event and in the annual aggregate |
| Loss in Transit | 250,000 per insured event and in the annual aggregate |
| Control Risk Fees | Unlimited in respect of Kidnap, Extortion, Malicious Detention and Hijack |
| Malicious Detention | 250,000 per insured event and in the annual aggregate |
| Hijack | 250,000 per insured event and in the annual aggregate |
| Additional Expenses | 250,000 per insured event and in the annual aggregate |
| Legal Liability | 250,000 per insured event and in the annual aggregate |
| Threat | 100,000 per insured event and in the annual aggregate |
| Disappearance | 100,000 per insured event and in the annual aggregate |
| Hostage Crisis | 100,000 per insured event and in the annual aggregate |

| BENEFITS | POLICY LIMITS (CURRENCY: EUR) |
|----------------|--|
| Express Kidnap | 25,000 per insured event and in the annual aggregate |
| Salary Benefit | 10,000 per insured person |

EMERGENCY POLITICAL REPATRIATION AND RELOCATION BENEFIT SCHEDULE TABLE

| BENEFITS | POLICY LIMITS (CURRENCY: EUR) |
|---------------------------------|----------------------------------|
| Repatriation Costs | 100,000 per insured person |
| Relocation Costs | 100,000 per insured person |
| Personal Effects | 2,000 per insured person |
| Maximum Limit Per Insured Event | 250,000 |
| Aggregate Limit Per Policy | 250,000 |

Please note Personal Accident is **NOT** covered under section 4 of this policy

CONTENTS

| | | | |
|---|-----------|---|-----------|
| BENEFIT SCHEDULE TABLE | 1 | DEFINITIONS | 16 |
| IMPORTANT INFORMATION: | 6 | SECTION 1: PERSONAL ACCIDENT | 22 |
| It is important that | 6 | What is Covered in Section 1 | 22 |
| Information You have given Us | 6 | Conditions Applicable to Section 1 | 22 |
| We or Your Broker will write to you if we | 7 | What is Not Covered in Section 1 | 23 |
| Notifying Us of any changes or inaccuracies | 7 | SECTION 2: EMERGENCY MEDICAL EXPENSES | 24 |
| Cancelling this insurance | 7 | What is Covered in Section 2 | 25 |
| Refund of premium | 8 | Conditions Applicable to Section 2 | 25 |
| Rate Review Clause | 8 | What is Not Covered in Section 2 | 25 |
| Choice of Law | 8 | SECTION 3: EMERGENCY MEDICAL EVACUATION | 26 |
| Health Warranty | 9 | What is Covered in Section 3 | 26 |
| The Contracts rights of third parties- ACT 1999 | 9 | Conditions Applicable to Section 3 | 26 |
| Sanction Limitation and Exclusion | 9 | What is Not Covered in Section 3 | 26 |
| General Data Protection Regulation (GDPR) | 9 | ADDITIONAL BENEFITS | 26 |
| How to make a complaint | 10 | Funeral Expenses, or repatriation of Mortal Remains | 27 |
| Cell Limitation Clause | 11 | Emergency Family Travel Expenses | 27 |
| Emergency Assistance & Response Services | 12 | Natural Disaster – Emergency Travel Expenses | 27 |
| CLAIMS INFORMATION APPLICABLE TO SECTIONS 1,2, 3 | 13 | Search & Rescue Expenses | 27 |
| & ADDITIONAL BENEFITS ONLY: | | CONDITIONS APPLICABLE TO SECTIONS 2 & 3 ONLY | 27 |
| Things You must do | 14 | | |
| How We deal with Your claim | 15 | | |

CONTENTS

| | |
|---|-----------|
| CONDITIONS APPLICABLE TO SECTIONS 1, 2, 3 & ADDITIONAL BENEFITS | 28 |
| Alteration of Risk | 28 |
| Assignment | 29 |
| Contribution | 29 |
| Force Majeure | 29 |
| Premium Payment Warranty | 29 |
| Reasonable Precautions | 29 |
| Recovery from Third Parties | 30 |
| WHAT IS NOT COVERED UNDER SECTIONS 1, 2, 3 & ADDITIONAL BENEFITS | 30 |
| What to do in the event of an Incident | 32 |
| Section 4 - Kidnap For Ransom, Crisis & Security | 33 |
| Section 4A - Expenses Due To An Express Kidnap | 33 |
| Claims Information Applicable To Sections 4A, 4B & 4C Only | 34 |
| Section 4B - Emergency Political Repatriation And Relocation Extension | 35 |
| Section 4C - Corporate Protection | 37 |



IMPORTANT INFORMATION

This document, the **Schedule**, and any endorsement(s) attached form **Your** insurance.

This insurance sets out the conditions of the insurance between **You** and **Us**.

Please read the whole document carefully and keep it in a safe place.

IT IS IMPORTANT THAT

- **You** check that the information contained in the **Schedule** is accurate and that the **Schedule** reflects the coverage sections **You** have requested (see the “Information **You** have given **Us**” section below);
- **You** notify **Us** of any inaccuracies in the information contained in the **Schedule**, or of any changes to that information (see the “Notifying **Us** of any changes or inaccuracies” section below);
- **You** comply with the “Things **You** must do” in the event of a claim, **Your** duties under each section, and **Your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **Your** insurance or any claim **You** make.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions, **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information or the information **You** provided to **Us** has been identified as prohibited under a **Sanctions Check**, **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, it could adversely affect **Your** insurance and any claim. For example, **We** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the “Cancelling this insurance” section below.

WE OR YOUR BROKER WILL WRITE TO YOU IF WE

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

NOTIFYING US OF ANY CHANGES OR INACCURACIES

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or **Your** Broker, as appropriate, as soon as practically possible. When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the “Cancelling this insurance” section below.

- If **You** fail to notify **Us** that information **You** have provided is inaccurate, or
- **You** fail to notify **Us** of any changes, this insurance may become invalid and
- **We** may not pay **Your** claim, or any payment could be reduced.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to **Your** Broker. **We** can cancel this insurance by giving **You** thirty (30) days’ notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- a change in risk occurring which means **We** can no longer provide **Your** insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.
- any information provided by **You** that has been identified as prohibited under a Sanctions Check

REFUND OF PREMIUM

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the period of insurance whichever is the later.

If **You** cancel this insurance within the cooling off period then, provided **You** have not made a claim, **We** will refund in full any premium **You** have paid. If this insurance is cancelled outside the cooling off period then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the cooling off period, **We** may charge additional administration fee, to cover the administrative cost of refunding the insurance premium. If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

RATE REVIEW/PREMIUM ADJUSTABLE

At any time after the first thirty (30) days of the Period of Insurance has expired, **We** shall have the right to cancel this policy by giving the Insured seven (7) days' notice in writing. At any time after the first thirty (30) days of the Period of Insurance has expired the premium payable by the Insured may be amended by **Us** and **We** shall give the Insured seven (7) days' notice in writing of any revised premium rating they deem appropriate. If following such review, the revised premium is unacceptable to the Insured then the Insured is entitled to cancel this Insurance with effect from the date that the revised premium applies.

CHOICE OF LAW

You and **We** are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance will be governed by the laws of Guernsey and subject to the exclusive jurisdiction of the courts of Guernsey.

HEALTH WARRANTY

We will not make any payment under this section unless **You** are, prior to the inception date of this insurance, in good health and free from material physical or mental impairment or infirmity and have not suffered from any recurring illness. This warranty does not apply to any such medical condition disclosed in writing and agreed by **Us**.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) – ACT 1999

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto does not apply to this Policy. Only **We** and **You** can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

SANCTION LIMITATION AND EXCLUSION

We shall not provide cover or pay or be liable for any claims or provide any benefit under this Policy if by providing any cover, paying any claims or providing any benefit under this Policy would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL DATA PROTECTION REGULATION (GDPR):

We are committed to protect **Your** personal information and **We** are committed to the principles of data security in the configuration of **Our** services. As a data controller, **We** collect and process information about **You** and **We** also receive personal information from **Your** booking agent including **Your** email address, name and phone number, which enables **Us** to issue and modify policies and process claims. **We** may share that data from time to time with insurers or contractors who may be outside of the European Union. **We** will never share **Your** data with external marketing services. **Our** Privacy Policy outlines how **We** process **Your** data, the data that **We** collect and the processes to undertake should **You** either wish to request a copy of **Your** data, or remove consent for **Us** to retain **Your** data.

HOW TO MAKE A COMPLAINT:

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If **You** have a complaint in relation to this policy of insurance, refer **Your** complaint to:

STEP 1:

Email: complaints@hotspotcover.com

The relevant party will contact **You** within five (5) days of receiving **Your** complaint to inform **You** of what action they will take.

STEP 2:

Once You have received **Your** final response from **Us**, if **You** are still dissatisfied **You** may take up **Your** complaint with the Channel Islands Financial Ombudsman ('CIFO'), by visiting www.ci-fo.org and downloading a claims submission form.

Once completed, the form can be submitted to the CIFO by post to:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG.

By email to: complaints@ci-fo.org

By fax to: +44 (0) 1534 747629

Hotspot Cover Opportuna Insurance PCC Ltd International Risks Cell - is licensed by the Guernsey Financial Services Commission.

In any communication, please quote the policy number shown in the **Schedule**.

Making a complaint does not affect Your right to take legal action.

CELL LIMITATION CLAUSE

The Insurer is a protected cell ("the Cell") of Opportuna Insurance PCC Limited. Opportuna is a limited liability protected cell company registered in Guernsey, in terms of the Companies Guernsey Law, 2008 (the "Law") and regulated by the Guernsey Financial Services Commission. Opportuna's registration number is 68684 and its registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 3WP

The liability of Opportuna, acting in respect of the Cell, for any of its obligations under the Policy, is capped at and limited to the assets attributable to the Cell (as defined in the Law). Accordingly, the rights of the Insured under the Policy are limited solely to the assets attributable to the Cell and in no event shall there be any recourse to or liability on the part of (a) the cellular assets of other cells of Opportuna or (b) to the core assets of Opportuna (as defined in the Law). Opportuna has no obligation whatsoever to use any of its assets, other than the assets attributable to the Cell, to satisfy any claim or liability under the Policy. Furthermore, in the event that the assets attributable to the Cell are

insufficient to fully discharge a claim under the Policy, the Insured will not be able to make or to join in making any application to any court for the winding up, administration or re-organisation of Opportuna or the Cell.

Hotspot Cover and its provisions and risk are placed through Opportuna Insurance PCC who are 100% supported and reinsured by A-rated financial capacity with Lloyd's of London Underwriters.

Hotspot Cover are conduct risk specialists that provide response-led high hazard insurance that include for **Passive War and Terrorism**. We have been insuring persons in both war zones and hostile territories and across the world since 2018 and that are typically excluded on standard travel insurance policies.

EMERGENCY ASSISTANCE & RESPONSE SERVICES

In the event of the **Insured Person(s)** requiring Assistance for a Security or Medical Emergency abroad please contact **Our** emergency assistance provider: **Global Guardian**

Global Guardian is an Independent Global Risk Advisory and Crisis Management firm, with in-house Security and Medical Assistance experts, and a retained network of Crisis Response Consultants based in strategic locations around the world.



**GLOBAL
GUARDIAN**

EMERGENCY MEDICAL ASSISTANCE

Global Guardian are available 24/7 by phone and e-mail, through multilingual staff, to provide medical advice and/or medical referrals to trusted medical network facilities, and/or arrange medical evacuation and repatriation should it be deemed appropriate and/or medically necessary.

TO REQUEST ASSISTANCE

Call **Our** 24/7 Assistance line on **+44 (0) 20 37907060**
Emergency e-Mail: assist@hotspotcover.com

IMPORTANT:

Please note that Global Guardian will be responsible for all decisions as to the most suitable, practical and reasonable solution to the insured event, up to and including inpatient hospitalisation, evacuation and repatriation, and all assistance and crisis response related matters. Failure to reasonably consult with them and to act in accordance with their instructions could prejudice any claim under this policy.

CLAIMS INFORMATION APPLICABLE TO SECTIONS 1,2, 3 & ADDITIONAL BENEFITS ONLY

HOW TO MAKE A CLAIM

THINGS YOU MUST DO

You must comply with the obligations set out below. If **We** determine that any claim **You** make under this insurance has been adversely impacted directly by **Your** failure to comply with the obligations below, **We** may refuse to pay **Your** claim or reduce the amount of any payment **We** make for the claim.

1. In the event of the **Insured Person(s)** requiring in-patient hospitalisation, **Emergency Medical Evacuation** or **Emergency Medical Repatriation**, Security Evacuation, Crisis Response or a claim for Kidnap and Ransom, they must contact **Our Emergency Assistance Provider**.
2. For all other claims **You** must as soon as practicable and in any event no later than sixty (60) days from date of incident contact **Our Emergency Assistance Provider**.
3. In the event of a claim for Personal **Accident** or Illness under this insurance, the **Insured Person(s)** must as soon as practically possible seek the attention of a duly qualified medical practitioner.
4. The **Insured Person(s)** must provide **Our Emergency Assistance Provider** with the necessary authorisation to access or obtain all **Your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. The medical adviser must for the purpose of reviewing the claim, be allowed to examine them as **We** consider necessary.
5. **You** and **Insured Person(s)** must provide **Our** emergency assistance provider with all information **We** may reasonably require including a fully completed claim form, which will include receipts and invoices as applicable, medical certificates, police evidence or in the case of **Accidental Bodily Injury**, evidence to show that this was caused as a result of an **Accident** . If the information supplied is insufficient, they will identify the further information required. If they do not receive this information, they may reject the claim or withhold payment until the information they may reasonably require is received.
6. In the event of a claim for Emergency in-patient hospitalisation, Emergency Medical, Evacuation or Repatriation, Security Evacuation or Kidnap and Ransom please contact **Our** emergency assistance provider on details below:

Call Our 24/7 Assistance line on +44 (0) 20 3890 7060,
Emergency e-Mail: assist@hotspotcover.com

E-mail: assist@hotspotcover.com

Our emergency assistance provider will require the following details:

- The **Insured Person(s)**'s name and also identifier reference "HOTSPOT"
 - Date of Loss
 - Host Country of loss
 - Country of Domicile
 - The **Insured Person(s)**'s location
 - The **Insured Person(s)**'s details (including passport/visa etc).
 - The Policy number
 - Policy Inception/Expiry Date
 - Policy holder's name (if different to **Insured Person(s)**'s name)
 - The name and phone number of the doctor and hospital treating the **Insured Person(s)** (if applicable)
-
- Any additional people that should be updated throughout the case
 - Nature of the incident
 - The desired end state (what You want Global Guardian to do)
 - Any other pertinent information on the incident that may affect
 - **Our Emergency Assistance Provider's** response (e.g. security situation)

For all other claims please contact **Our Emergency Assistent and claims provider** on:

Non-Emergency Claims Email: claims@hotspotcover.com

HOW WE DEAL WITH YOUR CLAIM

Once **Your** claim is accepted, **We** will pay **You** the amount stated in the relevant section of the **Schedule**.

Failure to contact the Emergency Assistance Provider and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. **You** should not attempt to find **Your** own solution and then expect full reimbursement from **Us** without prior approval first having been obtained from **Our** Emergency Assistance Provider.

In the event that liability cannot be established at the outset of an emergency it is agreed that the first named insured will guarantee payment until such time that liability can be accepted by insurers.

DEFINITIONS

Wherever the following words appear in bold they will have the meanings shown below.

Accident(al)

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the Period of Insurance.

Appropriate Authorities

The Foreign and Commonwealth Office of the United Kingdom, The United States Department of State, the Foreign Office of Canada or similar authority of Your Country of Domicile In respect of Search, Rescue Benefit under Section 3) below this will be any National or State, Regional or Mountain, Air or Sea Rescue or Coastguard.

Approximate Location

A location as determined and qualified by an Appropriate Authority as a reasonable estimate of your last known location and to within a radius of thirty square miles.

Benefit Period

The number of consecutive weeks set out in the schedule for which Temporary Total Disability is paid.

Bodily Injury

Identifiable physical injury which is caused by an accident, and solely and independently of any other cause (except Illness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the Death of the insured person or their disablement within twelve months from the date of the accident.

Country of Domicile

The country in which You reside in and/or the country to which the insured person shall return to when repatriated or country in which they hold a valid passport.

Death

The Death of an insured person resulting from an accident.

EHIC Card

A European Health Insurance Card (EHIC) - which will be determined as being primary as recourse before this insurance and if applicable- entitles qualifying citizens and residents to receive healthcare for free, or at a reduced cost in the EU, the EEA, Switzerland and the United Kingdom. The EHIC has been superseded by the Global Health Insurance Card (GHIC)

Elimination Period

The number of consecutive days set out in the Benefit Schedule after the date on which you first became disabled which must expire before Temporary Total Disability disablement benefit becomes payable.

Emergency Assistance Provider

The company Global Guardian who will approve all inpatient Hospitalisations, arrange and pay for Emergency Medical or Security Evacuations, Repatriations or, triage and assist for Kidnap and Ransom incidents, and settle all claims.

Emergency Medical Evacuation

The costs following a Serious Medical Condition up to the amounts specified in the Benefit Schedule of transporting the insured person by air and/or surface transportation by Our Emergency Assistance Provider from the place where the insured person is located to the nearest adequate medical facility where medical treatment can be obtained, including the costs of all medical care and ancillary costs associated with that transportation within the sum insured outlined in the benefit Schedule.

Emergency Medical Repatriation

With the prior approval of Our Emergency Assistance Provider and the Insured Persons treating Medical Practitioner the return of the insured person following a Serious Medical Condition to their Country of Domicile by normal Scheduled airlines or by an air ambulance or suitable means of transport.

Emergency Medical Expenses

Reasonable and necessary emergency medical, surgical, Hospital and nursing home charges or emergency dental (for the relief of pain and suffering and for a Serious Medical Condition) for fees incurred for a claim occurring whilst outside an Insured's Country of Domicile and including the cost of rescue services to take the insured person to Hospital within the sum insured outlined in the benefit Schedule.

Emergency Travel Expenses

The reasonable and necessary additional costs of transport and accommodation incurred in respect of the insured person or any one Relative or friend who has to travel to remain with or escort the insured person home to the Insured Persons Country of Domicile.

Funeral Expenses or Repatriation of Remains

Following the Death (due to accident or Illness) of an insured person the reasonable cost of Funeral Expenses necessarily incurred, or expenses incurred in transporting the insured person's body or ashes, to their Country of Domicile, including making the necessary arrangements.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and Ill persons by and under the supervision of a qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Host Country

Within the borders of the destination country/ies for which You or your broker have purchased insurance for cover from Hotspot and as listed as your destination country/ies on Your policy.

Ill/Illness

Means the Insured Persons sickness or disease contracted whilst on an Insured Journey and Operative Insured Time during the policy period which results in them requiring medical treatment.

Insured Journey and Operative Insured Time

Whilst the insured person is on a trip in their Host Country/ies within the policy period and commences from the time You leave the departure point of Your Country of Domicile and which continues during the entire period of the Insured Journey and terminates at the end of the policy period, or at the time of returning to their arrival point at their Country of Domicile, whichever is the earliest. No Insured journey shall exceed 12 months in duration.

Insured Person(s)

Any director or employee of the Policyholder or categories of persons shown in the Schedule.

Loss of Limb

Shall mean in respect of:

1. An arm – physical severance of all 4 fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
2. A leg – physical severance at or above the level of the ankle (talo-tibial joint) or permanent total loss of use of an entire leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall include total and permanent Loss of Sight, which shall be deemed to have occurred:

1. In both eyes when the insured person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

Which means the insured person is only able to see at three (3) feet that which they should normally be able to see at sixty (60) feet and Underwriters are satisfied that the condition is permanent and without expectation of recovery.

Medical Practitioner

A registered, qualified, practicing member of the medical profession, who is not related to You.

Natural Disaster

An event that occurs after You have arrived in your Host Country and that is determined by an Appropriate Authority of being a natural occurrence, being but not limited to earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, wind, wind borne dust or sand, wildfire or similar event, that results in widespread and severe physical damage to property such that the government of Host Country issues an official disaster declaration and determines the affected area to be uninhabitable. In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

Natural Disaster- Emergency Expenses

Reimbursable and out of pocket expenses that are incurred by You up to a maximum of EUR 5,000 for the reasonable additional costs of transport and accommodation costs that are only incurred as a result of a Natural Disaster in the Host Country during the Insured Journey.

Paralysis

Permanent total and irrecoverable loss of function of one or more limbs.

Passive War and Terrorism

Non Participation as an Insured Person in armed conflict between nations, invasion act of foreign enemy, civil war, military or usurped power, rebellion, revolution or insurrection and active participation in terrorism or war, whether be declared or not or active participation in hostilities of any act of terrorist activity civil war rebellion Tito, insurrection revolution overthrow of legally constituted government, civil war, civil commotion or uprising or explosion of war weapons.

Period of Insurance

The time for which this insurance is in place as shown in the Schedule for a specified Host Country/ies.

Permanent Total Disablement

Permanent disablement following an accident causing bodily injury that wholly prevents the insured person from engaging or giving at in any occupation for which You are suited by way of education and training, caused other than by Loss of Limb or sight or speech or hearing which disablement lasts without interruption for more than 12 months from the date of the Accident, and in all probability shall continue for the remainder of the insured person's life.

Piracy

The Practice of attacking and or robbing or unauthorised seizing or capture containment or unlawful infringement of a seagoing vessel.

Post Traumatic Stress Disorder (PTSD) & Counselling

An anxiety disorder as diagnosed by a Medical Practitioner that results from an Insured Person directly witnessing an act of passive war or terrorism during the Insured Journey, that a) results in their inability to carry out their occupation and b) is within 6 months of the event and c) that the qualifying event fell during the Insurance Period and d) is recognized as the primary causal factor of the diagnosed PTSD disorder and e) is diagnosed as a qualifying disorder under the policy by a PTSD specialist and Medical Practitioner and that is appointed by the Emergency Assistance Provider and f) that this party also recommends that You require and qualify for a period of trauma counselling and g) is the first recorded medical occurrence of PTSD for You and during your lifetime and h) that is not determined as pre-existing prior to buying insurance from Us.

Relative

Spouse or domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e).

Repatriation

The return of an insured person to their permanent country of residence, or in the event of their Death, the return of their remains.

Sanctions Check

A specialised screening that involves several Government sanction databases which identify and list individuals and parties who are prohibited from certain activities or industries. These types of checks enable Us, to Know Your Customer (KYC) in the fight to prevent money laundering, terrorist financing and financial crime.

Search, and Rescue Expenses

Expenses up to the limit in the schedule as a contribution to the search, and rescue costs where an Appropriate Authority has triggered a search for You, and where Your Approximate Location is both determined and activated either in response to Your actual or probable Serious Medical Condition or Accidental Bodily Injury, or to prevent it and that you have been reported missing for more than 24 hours.

Serious Medical Condition

A medical condition that in the opinion of **Our Emergency Assistance Provider's** physician requires immediate emergency medical treatment to avoid **Death** or serious impairment to the **Insured Person's** health and such emergency medical treatment is not available or is not determined as being adequate in the insured person's **Host Country**, or that **Host Country** care is not determined to be adequate for the immediate relief of serious bodily harm, injury or **Illness**.

Schedule

The pages of this document showing Your name, the sums insured, the Period of Insurance, the Host Country/ies, and the sections of this insurance which apply.

Temporary Total Disablement

Disablement from an **Accident**, that **causes bodily injury** and occurring during the **Insured Journey** under an **Insurance Policy Period** of more than 6 months and which prevents **You** from attending to all aspects of your business or occupation.

We / Us / Our

Opportuna Insurance PCC Ltd - International Risks Cell, & its high hazard war & terrorism policy - product Hotspot Cover, and as licensed and regulated by the Guernsey Financial Services Commission.

You / Your / Policyholder

An Insured Person(s), the company(s), partnership(s) or unincorporated association(s) named in the Schedule as the Policyholder or category of persons who pay the premium for this insurance.

Your Broker or Affiliate

The insurance broker or affiliate or intermediary who in certain circumstances may have arranged this insurance on Your behalf and where You have not personally purchased a policy online.

SECTION 1 - PERSONAL ACCIDENT

This section only covers claims which fall within the definition of **Bodily Injury** and does not cover any claim caused or contributed to by illness or sickness.

WHAT IS COVERED IN SECTION 1

We will pay the benefit 1-8 shown in the **Schedule** of benefits if as a result of an **Insured Person(s)** suffers **Accidental Bodily Injury** whilst on an insured journey during the period of insurance.

1. Accidental Death.
2. Loss of one limb.
3. Loss of two or more limbs.
4. Loss of sight in one eye.
5. Loss of sight in both eyes.
6. Loss of sight in one eye and loss of one limb.
7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).
8. Temporary Total Disability (TTD) – 14 day excess and maximum benefit period of 26 weeks
9. Post Traumatic Stress Disorder & Counselling – 14 day excess and benefit period of 20 weeks.

CONDITIONS APPLICABLE TO SECTION 1

1. Temporary Total Disability (TTD benefit 8) is only available if You have purchased a policy for a period of six months or more.
2. No Temporary Total Disability shall exceed 85% of the Insured Person's weekly wage or more than EUR 1,000 a week whichever is the lesser.
3. Post Traumatic Disorder & Counselling (PTSD Benefit 9) is only available if You have purchased a policy for a period of six months or more.
4. PTSD (benefit 9) has a 14 day excess and a benefit period of 20 weeks
5. If during the Insurance Period and whilst on an Insured Journey, You directly witness an act of passive war or terrorism, and suffer a first incidence of PTSD in your lifetime that results in your inability to carry out your usual occupation within 6 months of the triggering event, and for which a Medical Practitioner also recommends trauma counselling, We will pay you EUR 250 per week for a benefit period of 20 weeks from point of first-time PTSD diagnosis. There is no further liability following a PTSD diagnosis other than under this temporary limited payment period.

6. No TTD or PTSD will become payable until the total amount has been ascertained and agreed by the Emergency Assistance Provider.
7. Where any payment is made for TTD (Benefit 8) the amount paid will be deducted from any lump sum subsequently payable in respect of the same accident under Benefits 1 to 7 above.
8. If the benefit for Death is covered and an **Accident** results in **Your** Death within twelve (12) months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 above, the only benefit payable will be item 1 above.
9. We will only pay out for one of the benefits listed in 1-7 above in conjunction with the same **Accident** caused **by actual bodily injury**.
10. Any benefit for **Permanent Total Disablement** (PTD Benefit 7) will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **Bodily Injury**.
11. Any claim for Permanent Total Disablement (PTD Benefit 7) that is not caused by or linked to **accidental bodily injury**.
12. If the benefit for Death is covered, this benefit will also be payable in the event of Your disappearance. We will only provide this benefit if:
 - a): Your body is not found within twelve (12) months of Your disappearance, and sufficient evidence is produced, that leads Us inevitably to the conclusion that You have sustained Bodily Injury and that such injury has caused Your Death; and
 - b): The person or persons to whom such sum is paid will sign an undertaking to refund such sum to Us if You are subsequently found to be alive.

WHAT IS NOT COVERED IN SECTION 1

This insurance does not any claim for **Bodily Injury** directly or indirectly caused by:

1. Gradually operating cause or any naturally occurring condition or degenerative process.
2. Any Illness or sickness claim or triggers for Benefits 1 to 8.
3. Any claim occurring or triggered whilst outside of your **Policy Period, Host Country/ies**, or whilst in your **Country of Domicile**.
4. Any claim for **Permanent Total Disability** other than as a result of an **accidental bodily injury**.

SECTION 2 - EMERGENCY MEDICAL EXPENSES

WHAT IS COVERED IN SECTION 2

We will cover Emergency Medical Expenses solely and directly as a result of the **Insured Person(s)** sustaining **Bodily Injury** or illness and is determined as being a Serious Medical Condition whilst on an insured journey during the period of insurance.

CONDITIONS APPLICABLE TO SECTION 2

You must as soon as reasonably possible contact the **Emergency Assistance Provider** if they require in-patient hospital treatment, emergency medical evacuation or repatriation and obtain their pre-approval for such in-patient hospital treatment, emergency medical evacuation or repatriation.

WHAT IS NOT COVERED UNDER SECTION 2

This insurance does not reimburse expenses:

1. For inpatient Hospitalization that does not have the prior approval of Our emergency assistance provider.
2. For rest cures, senatorial or custodial care or periods of quarantine or isolation.
3. Any elective healthcare costs that do not constitute an emergency or a **Serious Medical Condition** that can be treated locally.
4. At any time where the **Insured Person(s)** has received a terminal prognosis prior to the policy period of this insurance
5. If a medical practitioner has advised the **Insured Person(s)** not to travel (or would have done so had You sought his/her advice
6. Where the **Insured Person(s)** is travelling with the intention of obtaining medical or dental or consultation abroad.
7. For cosmetic or plastic surgery unless necessitated by **Bodily Injury** sustained during the period of insurance;
8. For dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of **Bodily Injury** sustained during the period of insurance;
9. For general health examinations, and examinations for check-up purposes not incidental to, or necessary to diagnose illness or **Bodily Injury**;
10. For any disability, condition or illness which originated prior to the effective date of this Insurance until a period of 365 days consecutive days has elapsed during which **You** have neither received nor required any treatment for the said disability, condition or illness;
11. For pregnancy, childbirth, miscarriage or any disorder of the reproductive system;
12. Incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after the **Insured Person(s)** is fit to travel to their country of domicile;

13. For congenital defects and deformities of the **Insured Person(s)**.
14. For any claims for COVID 19 that is first determined and/or contracted by the Insured Person(s) whilst being on a Cruise Ship voyage, yacht or boat trip, or any seagoing vessel.

SECTION 3 - Emergency Medical Evacuation & Repatriation Expenses (Including Additional)

WHAT IS COVERED IN SECTION 3

In the event of the **Insured Person(s)** sustaining **Bodily Injury** or illness whilst on an insured journey or role during the period of insurance which results in **You** suffering a **Serious Medical Condition** that cannot be treated adequate locally, **We** will arrange and pay for Your Emergency Medical evacuation or repatriation to **Your** country of domicile. This may also include the costs of a Medical Escort.

- i) The weather conditions or a **Natural Disaster** are such that the rescue is triggered by an **Appropriate Authority** in order to prevent **accidental bodily injury** or the suffering of a **serious medical condition** by **You**.

CONDITIONS APPLICABLE TO SECTION 3

The **Insured Person(s)** or their Relative or designated person must as soon as reasonably possible contact the **Emergency Assistance Provider** if they require in-patient hospital treatment, **Emergency Medical Evacuation** or **Emergency Medical Repatriation** and obtain their pre-approval for such, **Emergency Medical Evacuation** or **Emergency Medical Repatriation** or Funeral, Additional Emergency Travel Expenses under A) B) or C) or D) below.

WHAT IS NOT COVERED IN SECTION 3

1. Any claim occurring or triggered whilst inside in your **Country of Domicile**.
2. Any claim unless first approved by our **Emergency Assistance Provider** or designated an emergency or **Serious Medical Condition**.
3. Any costs incurred following your decision not to remain in Your booked accommodation when official directives from local or national **appropriate authorities** or your **Emergency Assistance Provider** state that it is acceptable to do so.

4. Any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of travel services, or that have already been paid for or booked by You as part of your trip during the **insured journey**.
5. Any costs that are secondary to any other insurances or provisions under any national or state or authority provided bodies for search and rescue and provisions and expenses (for example Coastguard, Mountain Park, Rescue or State, Air Sea rescue).
6. Any Accommodation, travel expenses or additional costs incurred more than 7 days after the **Natural Disaster** has occurred under this section.
7. Any costs incurred following your decision not to remain in **Your** booked accommodation when official directives from the **Appropriate Authorities** state that it is acceptable to do so.
8. Any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of services.
9. Any expenses that have been or are about to be indemnified under any other insurance.
10. Where there is no imminent threat or actual result of **accidental bodily injury, serious medical condition** or death to **You** or that either directly affects the safety of You
11. Where Your approximate last or current location cannot be reasonably established.
12. Any costs for 'deep blue water' (more than 15kms from land and shore) rescue, search or response.
13. Any expense for extraction by helicopter or other transportation from a ship or offshore installation.
14. Any costs or claim as a result of **Piracy**

ADDITIONAL BENEFITS & EXPENSES COVERED UNDER SECTION 3 A)B)C) & D) BELOW:

Funeral Expenses, or Repatriation of Mortal remains

In the event of the Death period whilst on an insured journey during the policy period of an **Insured Person(s)** We will Indemnify Your estate up to EUR 25,000 the chosen benefit plan limit, for the reasonable costs incurred of a funeral outside their **country of domicile** or the costs of transportation of their mortal remains (body or ashes) back to their **Country of Domicile**.

We will indemnify the insured person up to a maximum of EUR 25,000 for the reasonable and necessary additional costs of transport and accommodation in respect of one relative or friend who has to travel or remain or escort You home to their Country of Domicile

Natural Disaster- Emergency Travel Expenses

We will indemnify You up to a maximum of EUR 500 for the reasonable and necessary additional costs of transport and accommodation incurred by the Insured Person following a Natural Disaster in the Host Country during the Insured Journey. Expenses can include reasonable out- of- pocket expenses that would otherwise not have been incurred by You following a Natural Disaster for unrecoverable items, including but not limited to, travel change fees, additional accommodation expenses, assistance, transportation and food.

Search & Rescue Expenses.

We will contribute up to a maximum of EUR 15,000 of the costs for the reasonable and necessary costs incurred under this benefit if:

- i) An **Appropriate Authority** has triggered a search for **You**
- ii) **You** are reported missing for a period of more than 24 hours
- iii) Your **Approximate Location** is known.
- iv) You may have sustained or suffered **accidental bodily injury** or a **serious medical condition**

CONDITIONS APPLICABLE TO SECTIONS 2 & 3 ONLY

1. The maximum **We** will pay under both section 2 and section 3 combined in respect of the same **Accident** or illness is EUR 550,000.
2. We will only cover medical evacuation and repatriation expenses if the **Medical Practitioner or Emergency Assistance Service Company**:
 - i. Estimates that the **Insured Person(s)** are likely to be totally disabled in excess of 4 consecutive weeks; and/or
 - ii. Certifies that the **Insured Person(s)** should be evacuated or repatriated
 - iii. because local facilities are inadequate for the treatment of their condition or their recovery will be substantially advanced.
 - iv. Certifies and have given prior approval as the **Emergency Assistance Provider** as to the most suitable need, requirements and methods to evacuate or repatriate to the nearest and most adequate medical facility.

- v. That the claim is determined to be a medical emergency and as **Serious Medical Condition**.
- vi. That the claim is determined to not have primary recourse to any other insurance or state medical or emergency evacuation provision such as under the **EHIC Card** or equivalent.

CONDITIONS APPLICABLE TO ALL SECTIONS 1,2, 3 & ADDITIONAL BENEFITS

ALTERATION OF RISK

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information (such relevant information is including but not limited to where there has been any alteration to the Business and/or the occupation or pursuits of any **Insured Person(s)** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident** , injury or illness or where **Insured Person(s)** interest ceases except:

- i. by will or operation of law the policy will be treated as void and of no effect from the date of such misrepresentation or non-disclosure and no return of premium will be allowed. Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **Our** consideration of the risk, they may take the following actions with effect from the date of the misrepresentation or non-disclosure:
 - ii. if they would not have provided insurance on any terms, they will treat the policy as void and of no effect and they will return the amount of any premiums paid from that date
 - iii. if they would have entered the contract but at an additional premium, they have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
 - iv. if they would have entered the contract but applied different terms, they have the right to amend the terms to those which would have been applied.

ASSIGNMENT

You may not assign the benefits under this Policy. **We** shall not be bound to accept or be affected by any notice of any trust charge, lien, purported assignment or other dealing with or relating to this Policy.

CONTRIBUTION

If at the time of an event giving rise to a claim there is any other insurance Policy in force which covers **You** or the **Insured Person(s)** for the same expense, loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal **Accident** benefits which will be payable in full.

FORCE MAJEURE

We shall not be liable for failure to provide Services and/or delays caused by natural disaster, strikes or other conditions beyond **Our** reasonable control, including but not limited to flight conditions or situations where the performance of this Policy is prohibited or delayed by local laws, regulations or regulatory agencies. **We** shall notify **You** immediately of any Force Majeure event. In the event of such Force Majeure lasting longer than 7 days **You** will have the right to cancel this Policy immediately and **We** shall return any premium paid by **You** less any amount for claims paid or due to be paid.

PREMIUM PAYMENT WARRANTY

You warrant that all premiums due to **Us** under this policy are paid within the terms agreed from the inception date. Non-receipt by **Us** of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from inception

REASONABLE PRECAUTIONS

You and the **Insured Person(s)** must take all reasonable precautions to avoid **Accident**, injury or illness to any person, or loss, destruction or damage to their property, and **You** and the **Insured Person(s)** must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner. If in relation to any claim **You** or the **Insured Person(s)** have failed to fulfil any of these conditions, they will lose the right to indemnity or payment for that claim.

RECOVERY FROM THIRD PARTIES

In the event that a third party is held liable for all or part of any claim paid under this Policy **We** may exercise their legal right to pursue the third party to recover their outlay. **You** or the Insured Person(s) will upon **Our** request agree to and permit them to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising the right against third parties.

WHAT IS NOT COVERED UNDER SECTIONS 1, 2, 3 & ADDITIONAL BENEFITS

This insurance does not cover claims in any way caused or contributed to by:

1. **Active** participation in terrorism or war, whether war be declared or not, or active participation in hostilities of any act of war or terrorist activity, civil war; rebellion, riot, rebellion, insurrection, revolution, overthrow of legally constituted government, civil war, civil commotion or uprising, or explosions of war weapons.
2. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
3. Nuclear reaction, nuclear radiation or radioactive contamination.
4. The **Insured Person(s)** engaging in or taking part in armed forces service or operations;
5. The **Insured Person(s)** engaging in flying of any kind other than as a passenger;
6. The **Insured Person(s)** suicide or attempted suicide or intentional self-injury
7. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
8. The **Insured Person(s)** deliberate exposure to exceptional danger (except in an attempt to save human life);

9. The **Insured Person(s)** engaging in a criminal act.
10. The **Insured Person(s)** being intoxicated by alcohol or drugs;
11. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;
12. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
13. Any condition whether diagnosed or not, for which the Insured Person(s) has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this insurance or for which they have been treated at any time during the 12 months prior to the inception of this insurance.
14. Any Insured Person(s) [participating in an activity or pursuit other than flying as a passenger) entering an altitude of 5,895m/19,340 ft above sea level or more.
15. Hazardous pursuits - any Bodily Injury of an **Insured Person(s)** sustained while taking part in:
 - a) the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the Insured Person(s) is accompanied by a suitably experienced guide;
 - b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the Insured Person(s) :
 - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c) potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **Insured Person(s)** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d) armed forces activities including operations, exercises or training;
 - e) flying as a pilot or any other aerial activities other than
 - i) flying as a pilot in light aircraft; or
 - ii) travel by air as a passenger.

16. This insurance will NOT pay a benefit or any portion of a benefit for disablement arising from the interaction between Bodily Injury and another medical condition.
17. Any claim occurring or triggered whilst inside your **Country of Domicile**.
18. Any expense related to the **Insured Person(s)** engaging in the commission of, or the attempt to commit, an unlawful act.
19. Any expense incurred as a result of the **Insured Person(s)** engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), unless declared to Us and accepted by **Us** in writing.
20. **You** at inception of this policy having prior knowledge of or had received information of any specific matter, material fact or circumstance which would lead to an insured event that has not been declared to and accepted by **Us**.
21. Any Losses incurred by **You** that have been increased by **Your** failure to follow the advice of **Our Emergency Assistance Provider**.
22. Any **Insured Person(s)** of age 71 years or above

SECTION 4A - Expenses Due To An Express Kidnap

This extension is subject to the definitions, conditions and exclusions of Section 4A and to the particular exclusions, terms and conditions appearing below

Insured Losses

We agree to indemnify **you** up to the limits of liability shown in the attached schedule in respect of the following insured losses occurring during the period of insurance:

1. We shall be liable in the event of an **express kidnap** in respect of Insured losses 1. (ransom) and 5. (personal accident) and relevant expenses in respect of Insured loss 4. (additional expenses).

Definitions

For the purposes of this extension the following definitions shall apply:

Express kidnap

The **hijack** of one or more **insured persons** for a period of less than twenty-four (24) hours by persons who demand or intend to demand specifically from assets of an **insured person(s)** a **ransom** as a condition of their release.

Hijack/hijacked

The illegal holding under duress of an **insured person** whilst traveling by any means.

Exclusions

For the purposes of this extension the following exclusion is completely deleted:

1. (Off premises robbery exclusion) The deliberate surrender of a **ransom** in any face to face encounter unless the ransom is being conveyed for the sole purpose of paying a previously communicated ransom demand. This exclusion is deleted in respect of a **Hostage Crisis** only.

For the purposes of this extension the following conditions are completely deleted:

1. 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**.


All other terms and conditions remain unchanged.


WHAT TO DO IN THE EVENT OF AN INCIDENT

All claims under Section 4 - Kidnap for Ransom, Crisis & Security are handled by Control Risks.

If an Insured Event occurs or is believed to have occurred, You should contact Control Risks on the following international hotline telephone numbers (24hrs).

Please ask to speak to the Response Duty Officer.

 +44 20 3356 2201 (Global)

 +1 703 865 3121 (US and Canada Only)

Immediately notify Control Risks if you believe an insured event has occurred.

When you call the line, you will reach Control Risks' Global Risk Operations Centre (GROC). The Senior Risk Consultant will ask you to provide your contact details and a brief description of the incident. They will then pass these details to our Response Duty Officer, who will return your call within a maximum of 30 minutes, but usually much sooner. In the initial call, the Duty Officer will gather initial information, provide preliminary advice and agree the next steps for providing ongoing support.

SECTION 4B - Emergency Political Repatriation And Relocation Extension

This extension is subject to the definitions, conditions and exclusions of Section 4B and to the particular exclusions, terms and conditions appearing below.

Insured Losses

We agree to indemnify **you** up to the limits of liability shown in the attached schedule in respect of the following insured losses occurring during the period of insurance, subject to the following terms, conditions, exclusions and definitions:

1. Costs incurred by you for travel to the nearest place of safety or to the country of which **you** are a national or are normally resident whilst the subject of an **emergency political repatriation**.
2. Reasonable accommodation costs incurred by **you** whilst the subject of an **emergency political repatriation** for a maximum period of 7 days.
3. Economy class fares on any licensed common carrier operating from a published timetable incurred by **you** in the **relocation** of an **insured person**.
4. The gross salary, including any bonuses, commissions, cost of living adjustments, pension and/or welfare contributions and allowances, paid by **you** to an **insured person** immediately prior to an **emergency political repatriation** and a relocation and which were contractually due at the time. **We** agree to reimburse you for this salary for a maximum period of one hundred & eighty (180) consecutive days following the **emergency political repatriation**, or until the date of the **relocation** whichever shall first occur.
5. Personal effects left behind and irrevocably lost by the **insured person** following an **emergency political repatriation**.
6. The fees and expenses of Control Risks.

Definitions

For the purposes of this extension the following definitions shall apply:

Emergency political repatriation

repatriation necessitated by:

- i. officials of the country where **your** headquarters are located issuing for reasons other than medical, a recommendation that categories of person which include **insured persons** should leave the country in which such **insured persons** are temporarily resident or visiting, and/or
- ii. an **insured person** being expelled or declared non grata on the written authority of the recognised government of the country of temporary residence or visited, and/or

- iii. the wholesale seizure, confiscation or expropriation of **your** property, plant and equipment.
- iv. both **you** and Control Risks agreeing that for political reasons **insured persons** should leave the country.

Repatriation

the return of an **insured person** to the country of which they are a national or are normally resident, or in the event of their death, the return of their remains.

Relocation

the return of an **insured person** who has been the subject of an **emergency political repatriation** to the country from which they have been repatriated.

Conditions

The conditions section of the attached policy wording are extended to include the following:

1. In respect of **emergency political repatriation**, **you** 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.
2. Coverage shall apply once per **insured person** per insured loss.

Exclusions

In addition to the exclusions stated in the attached policy wording **we** shall not be liable in respect of any loss directly or indirectly caused by or arising from or attributable to:

1. **Your** violation of the laws or regulations of the country in which the insured loss takes place.
2. **Your** failure to properly procure or maintain immigration, work, residence, or similar visas, permits or other documentation.
3. A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
4. **Your** failure to honour any contractual obligation or bond or to obey any conditions in a licence.

5. The **emergency political repatriation** or relocation of **insured persons** who are nationals of the country in which the insured loss takes place.
6. Any of the following events occurring prior to the period of insurance shown in the schedule:
 - i. officials of the country where your headquarters are located issuing for reasons other than medical, a recommendation that categories of person which include **insured persons** should leave the country in which such **insured persons** are temporarily resident or visiting, and/or
 - ii. an **insured person** being expelled or declared persona non grata on the written authority of the recognised government of the country of temporary residence or visited, and/or
 - iii. the wholesale seizure, confiscation or expropriation of your property, plant and equipment,
 - iv. both you and Control Risks agreeing that for political reasons **insured persons** should leave the country.
7. Insured loss arising out of natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.
8. Loss due to medical reasons including but not limited to epidemic or pandemic.
9. An insured loss taking place in any of the excluded countries named in the schedule.
10. Nuclear reaction, nuclear radiation or radioactive contamination.

SECTION 4C - Corporate Protection

This cover is subject to the definitions, conditions and exclusions of Section 4B and to the particular exclusions, terms and conditions appearing below.

Insuring agreement

We will meet insured losses sustained by **you** as a direct result of **insured events** provided that:

1. **you** have paid the required premium;
2. the **insured event** has commenced within the period of insurance shown in the schedule;
3. any claim by **you** is within the terms, limitations, exclusions and conditions set out below;
4. any claim by **you** is within those specific limits of liability shown in the schedule.

Insured events

A **kidnap, malicious detention, extortion, hijack, threat, disappearance, hostage crisis** or a series of **connected events**.

Insured losses

Insured losses are:

1. **Ransom** which has been surrendered; in the case of marketable goods, **property**, monetary instruments, securities or services, **we** will pay the actual cash value at the time of surrender.
2. The loss in transit of a **ransom** by confiscation, destruction, disappearance, seizure, actual damage, wrongful abstraction or theft while it is being conveyed to those who have demanded it by a person authorised to do so by **you**.
3. The fees and expenses of Control Risks or other independent security consultants and/or recall consultants retained by **you** for an **insured event** provided that **we** have given **our** prior consent for the use of such other independent security consultants.
4. Additional expenses will mean expenses necessarily incurred by you following, and for the duration of an **insured event**:
 - a. fees and expenses of an independent negotiator engaged by **you** with **our** prior authorisation;
 - b. fees and expenses of an independent public relations consultant and/or interpreter;
 - c. the reasonable costs of travel and accommodation incurred by **you**;

- d. fees for independent psychiatric, medical and dental care including any costs for care by a neurologist, psychologist and any expense of confinement and/or legal advice incurred prior to and within thirty six (36) months of the release of the **insured person**;
- e. reward paid by **you** to an **informant** for information which contributes to the resolution of the **insured event**;
- f. 150% of a **kidnapped** or **maliciously detained** or **hijacked insured person's** gross salary including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance at the time the **insured event** occurs and for sixty (60) consecutive days following the release. With respect to **malicious detention**, our liability will be limited to a period of seventy two (72) consecutive months;
- g. 100% of the gross salary of a relative who gives up their job to assist in negotiation for a **kidnapped** or **maliciously detained** or **hijacked insured person** including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance at the time the **insured event** occurs and for sixty (60) consecutive days following the release;
- h. 100% of the gross salary of a temporary replacement of a **kidnapped** or **maliciously detained** or **hijacked insured person** including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance at the time the **insured event** occurs and for sixty (60) consecutive days following the release;
- i. the costs incurred by **you** for the gross salaries of employees specifically designated to assist in negotiating the resolution of an **insured event**. These are not to exceed the employee's 100% gross salary, including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that you forward an itemised account of such employee's time, services and expenses;
- j. interest on loans raised specifically to meet an insured loss and/or reasonable related loan fees and/or reasonable bank charges;
- k. costs, fees and expenses for temporary security measures for the purpose of protecting an **insured person(s)** and/or **your property** located in the country where an **insured event** has occurred whether or not such insured event involves such **insured person(s)** and/or **your property**;

- l. costs of communication, communication equipment, recording equipment and advertising as a result of an **insured event**;
- m. reasonable fees and expenses of independent forensic analysts engaged by **you**;
- n. reasonable rest and rehabilitation expenses that occur within eighteen (18) months following the release of the **kidnap** and/or **malicious detention** and/or **hijack** victim and are incurred by the victim, the victim's spouse/partner and/or parents and/or children;
- o. 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**;
- p. **personal financial loss** suffered by an **insured person**;
- q. as regards **hijack** only, **we** cover reasonable and customary expenses paid by **you** for landing and takeoff fees, refuelling charges and other expenses incurred by **you** to transport at economy fares, or reasonable costs of chartering an aircraft / vessel, all occupants of a hijacked conveyance to their final destination should the original vehicle, craft or vessel be rendered inoperable, provided the costs are directly as a result of the **hijack**;
- r. costs of repatriation of the body of an **insured person** including the costs of burial/cremation incurred in the event of death following an **insured event**;
- s. occupational retraining costs for the victim of an **insured event** including but not limited to the salary of the victim while being retrained, and the cost of external training courses;
- t. cost of child care incurred directly as a result of an **insured event**;
- u. expenses as a result of a search for explosives or other harmful materials on **your** premises, including but not limited to evacuation and transport costs. **We** shall only be liable for such expenses provided your premises have been closed for a period in excess of three (3) consecutive days and **we** shall not be liable for any expenses incurred after **your premises** have been closed for a period of more than thirty (30) consecutive days;
- v. the cost of electronic sweeps for bugs or other electronic listening devices on **your premises**;
- w. all other reasonable expenses incurred by **you** with **our** prior approval.

5. Personal Accident

6. Legal liability, being settlements or awards, fees and judgements imposed upon and paid by **you** as a result of an action for damages brought by or on behalf of any insured person(s) or their legal representative or shareholders solely and directly as a result of a **kidnap, malicious detention, hijack** or an **extortion**. However:
- i. **you** shall neither admit any liability for, nor settle, any claim, nor incur any costs or expenses without our prior written agreement;
 - ii. **we** shall have the right to defend any claim or suit against **you** and may make whatever investigation and settlement of any claim or suit **we** deem expedient and the law allows, and **you** shall co-operate fully with us in all things in connection therewith.
- Defence costs incurred by **us**, or with **our** prior written agreement, 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.
7. **Threat** expenses being costs incurred by **you** for a period not to exceed one hundred and twenty (120) consecutive days from the date the **threat** is received:
- a. The costs incurred by **you** for the fees and expenses of **our** nominated response consultant or, with our approval, other independent security consultants to assess the **threat**.
 - b. Threat expenses also include other additional expenses incurred by **you** for the temporary protection of the threatened **insured person** or **property**. Temporary protection shall include, but not be limited to, protection in the form of security personnel physical security.
8. **Disappearance** expenses being the investigation and relevant expenses resulting from the **disappearance** of an **insured person(s)** for a period not to exceed one hundred and twenty (120) consecutive days from the date the **disappearance** was first reported to or discovered by **you** whichever is the earliest:
- a. costs and fees incurred in respect of the services of **our** nominated response consultant (or any independent security company agreed by **us**).
 - b. 100% of a missing **insured person's** gross salary including bonuses, commissions, cost of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performance at the time of the **disappearance**.
 - c. 100% of the gross salary including bonuses and allowances of a temporary replacement of an **insured person** following their **disappearance** for one hundred eighty (180) days thereafter, but not exceeding the **insured person's** total remuneration at the time the **disappearance** occurs;

- d. If an **insured person disappears** during the period of this insurance and their body is not found within twelve (12) months after his **disappearance** and sufficient evidence is produced satisfactory to us that leads us inevitably to the conclusion that they sustained death solely and directly as a result of a **kidnap, malicious detention, hijack or extortion, we** shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such a sum is paid sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be living.

Definitions

Words and phrases in bold type have the following meanings throughout this insurance.

Computer System

Any programs, computer network, hardware, software, internet-connected device, network-connected device, information technology or communications system, including any email system, intranet, extranet, website.

Computer Virus

Programs that are introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious unwanted software.

Connected Events

If it is evident from the demand(s) or the making of such demand(s) or any other circumstances that insured events are or were carried out in furtherance one of another, they shall be deemed to be connected and constitute a single insured event.

Cyber Attack

Any digital attack, whether or not accompanied by a ransom demand, designed to disrupt or which has the effect of disrupting access to or the operation of a **computer system**, including but not limited to any:

1. **computer virus**; or
2. denial of service attack or distributed denial of service attack.

Disappearance

The unexpected disappearance of an **insured person** for a period exceeding thirty six (36) hours from the last confirmed contact with said **insured person**.

Extortion

The making of illegal threats either directly or indirectly to you to:

1. kill, injure or abduct an **insured person**; or
2. cause physical damage to or loss of **property**; or
3. disclose, disseminate or utilise **proprietary information** which is not electronically held, including any personal, private or confidential information on or about you; or
4. commit a **products extortion**;

by persons who then demand a **ransom** as a condition of not carrying out such threats or in respect of **products extortion** prior to providing further information about the affected products. **Extortion** does not mean and excludes any cyber attack or acts of a hacker.

Hacker

Anyone who gains unauthorised access to **your computer system** or data held electronically by **you** or on **your** behalf.

Hijack

The illegal holding under duress of an **insured person** whilst travelling by any form of transport or when forcibly removed from that form of transport.

Hostage Crisis

The illegal holding of one or more **insured person(s)**, for a period in excess of one (1) hour, by an **opposing party** who demands that a set of specified terms are met as a condition of the release of such **insured person(s)**. In respect of **Hostage Crisis**, demands for the specified terms must be made against **you**. Demands for specified terms may include, but are not limited to, demands for **ransom**.

Insured Event

A **kidnap, malicious detention, extortion, hijack, threat, disappearance, hostage crisis** or a series of **connected events**.

Insured Person(s)

The making of illegal threats either directly or indirectly to you to:

1. Any person(s) named or specified in the schedule.
2. Any person(s) directly involved in the handling or negotiation of an **insured event** or employed by you for the purposes of negotiating during an **insured event**.
3. A spouse or a relative, child (including step, adopted, in-law or foster child), parent (including step, adopted or parent-in-law), domestic partner, sibling (including step or sibling-in-law), fiancé, fiancée, niece, nephew, aunt, uncle, lineal descendant, spouse of a lineal descendant, ancestor, or spouse of an ancestor of **yours**.
4. Any person(s) visiting the home of, normally resident or employed in the home and/or grounds of a person or persons named or specified in the schedule and any person or customer of **yours** while on **your property**, or while travelling with **you**.
5. Any person(s) whilst in **your** care custody or control, for whom **you** have accepted responsibility.

Informant

A person providing information not otherwise obtainable and solely in return for a monetary payment or other award by **you**.

Kidnap/Kidnapped

The illegal actual or alleged or attempted taking, in the territory specified in the schedule, and holding captive of one or more **insured person(s)** by persons who then demand specifically from assets of **you** or an **insured person** a **ransom** as a condition of the release of such captive(s).

Loss of Extremity

The permanent physical separation or the total and irrecoverable loss of use of all or part of a digit or all or part of an ear, nose or genital organ by deliberate mutilation.

Loss of Hearing

Loss of hearing in one or both ears which is certified as being entire and irrevocable by a locally qualified practitioner.

Loss of Limb

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.

Loss of Sight

Loss of sight of one or both eyes which is certified as being entire and irrevocable by a locally qualified practitioner.

Loss of Speech

Loss of speech which is certified as being entire and irrevocable by a locally qualified practitioner.

Malicious Detention

The holding under duress of an **insured person** for whatever reason, irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by others. If held by legal government authorities the detention must be the result of malicious and false accusations against **you** or an **insured person** of a criminal offence made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of **you** or the insured person or the country in which you have **your** headquarters or of which the **insured person** is a national.

Opposing Party

Person(s) who illegally hold one or more **insured person(s)**.

Permanent Total Disablement

Disablement which necessarily and continuously prevents an **insured person** from attending to every aspect of their normal business or occupation for a period of six (6) months. At the end of such period, they should be certified by two locally qualified medical practitioners approved by us as being beyond hope of improvement. If the **insured person** has no business or occupation the disablement must confine them immediately and continuously to their residence, unless assisted, and prevent them from attending to their normal duties.

Personal Accident

Loss of limb, loss of sight, loss of hearing, loss of speech, loss of extremity, permanent total disablement or death sustained by an insured person, solely and directly as a result of a **kidnap, extortion, malicious detention or hijack** or an attempted **kidnap, extortion, malicious detention or hijack**, provided that such injury causes the death or disablement of the **insured person** within thirty six (36) months from the date of the incident.

Personal accident shall also extend to apply to bodyguards and vehicle operators or other such persons whilst employed by **you** during a **kidnap, extortion, malicious detention or hijack**.

Personal Financial Loss

Loss suffered by **you** due to **your** physical inability to attend to personal financial matters while a victim of and as a direct result of a **kidnap, extortion, malicious detention, hijack or hostage crisis**.

Products

Your products, and/or products which are to be represented as such and/or products which **you** handle.

Products Extortion

The making of illegal threats to **you** or the production of publicity that your products will be or have been contaminated, polluted or rendered substandard, by persons who demand specifically from **your** assets a **ransom**, either:

- i. as a condition of not carrying out such threats, or
- ii. before providing further information about **your** affected products.

Property

All real or personal physical property, including but not limited to buildings (including fixtures, fittings, works of art and other contents), plant and equipment, fixed or mobile (including vessels and aircraft), bloodstock and livestock owned, controlled or leased by **you** or for which **you** are legally liable. **Property** does not mean and excludes any **computer system** or electronic data.

Proprietary Information

Any information which is not electronically held which **you** maintain as a trade secret and including but not limited to **your** methods, processes, devices and techniques particular to the conduct of **your** business and any information that **you** hold under a duty of confidence.

Ransom

Cash and/or marketable goods, **property**, monetary instruments, securities or services surrendered or to be surrendered by or on behalf of **you** to meet a **kidnap, extortion, hostage crisis** or **hijack demand**.

Subsidiary

Any entity in which you:

1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for an **insured event** which commenced prior to the date on which that entity ceased to be a subsidiary.

Threat

Threat or threats made specifically against you to:

1. inflict bodily harm to, or wrongfully abduct or detain an **insured person**;
2. damage, destroy or contaminate **your property**;
3. reveal confidential or proprietary information which is not electronically held;
4. or imply that an **insured person** or **you** or **your property** may be at risk;

by a person or group without a **ransom** demand.

We/us/our

Insurers subscribing to this certificate of insurance.

You/your

Any person, company or firm named as the assured in the schedule including their **subsidiaries** and/or any **insured person(s)**.

Your Premises

That portion of any real property which is occupied by **you** in the conduct of **your** business.

Conditions

1. When the **insured event** has occurred, or is believed to have occurred, you must:
 - i. Inform **us** and Control Risks and provide whatever information is required as soon as is practicable and inform or allow Control Risks to inform the appropriate authorities responsible for law enforcement in the country where an **insured event** has 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.
2. **You** must act prudently at all times and do all things reasonably practicable to avoid or diminish any insured losses.
3. **You** must at all times use your best efforts to restrict knowledge of the existence of this insurance.
4. **You** must provide all necessary evidence and complete, sign or seal all papers required by us to recover compensation or secure an indemnity from any third party in respect of any loss or damages. If we instigate proceedings in **your** name or in the name of the **insured person**, any monies thus received will belong to us.

5. Our liability will in all cases be limited to the amount shown in the schedule. It should be noted:
 - a. If more than one entity is named in the schedule, only the first-named will have any right to receive payment of any claim;
 - b. Insurance cover as shown in the schedule lasts for the period of insurance only. Our liability is not cumulative.
6. This insurance may be cancelled by us solely if you fail to pay the required premium. In such an event, we will send or we will instruct others to send written notice of not less than thirty (30) days of the effective date of cancellation, and any premium payable will be calculated on a pro rata basis.
7. No assignment of your interest hereunder shall be binding on us.
8. Notice to anyone other than you or us will not alter or affect a waiver on any terms of this certificate, nor will such notice prevent us from asserting our rights under the certificate. Terms may only be waived or changed by an endorsement forming part of this certificate.
9. Failure by us to exercise or enforce any right in this certificate does not mean our rights are waived. We may exercise or enforce our rights at any time.
10. The schedule will be automatically amended to include any newly acquired subsidiary for the remainder of the policy period, provided that there have been no threats or incidents confirmed for five (5) years prior to the date of acquisition. If there have been threats or incidents within five (5) years prior to the acquisition or the gross annual revenue of the company being acquired is equal to or more than 20% of your gross annual revenue, you must advise us within sixty (60) days and we may require additional premium.
11. All amounts shown in this policy are in currency shown on the schedule. Losses will be adjusted and paid in the same currency, unless directed otherwise by you.

In the event of a loss adjustment involving currency conversion, the exchange selling rate will be calculated using the rate of exchange published in the Financial Times on the date of settlement.

If the Financial Times was not published on the stipulated date, the rate of exchange will be as published on the next business day.

12. In respect of the personal accident coverage provided under this policy the following conditions apply:
 - i. Any **insured person**, bodyguard or vehicle operator or other such persons whilst employed by **you** during a **kidnap, extortion, malicious detention or hijack** who suffers an incident which causes or may cause disablement within the meaning of this policy must place themselves under the care of a qualified medical practitioner as early as possible after the incident.
 - ii. **We** will not be liable to pay compensation unless the medical advisers appointed by us shall be allowed as often as is thought necessary to examine the insured person, bodyguard or vehicle operator or other such persons whilst employed by you during a kidnap, extortion, malicious detention or hijack.
13. To the extent permitted by the law governing this insurance, if **you** have not told **us** about or have misrepresented any facts or circumstances which might affect our decision to provide this insurance or the terms of this insurance, **we** can refuse to pay a claim or **we** can treat this insurance as if it never existed. If any of these remedies are prohibited or made void by the law governing this insurance, **our** remedies shall be deemed to be amended so as to be those permitted by such law.
14. To the extent permitted by the law governing this insurance, if a false or fraudulent claim is made, or a fraudulent device is used when making a claim, **we** can refuse to pay it, or we can recover from you any sums paid by us, or **we** can treat this policy as if it never existed. If any of these remedies are prohibited or made void by the law governing this insurance, **our** remedies shall be deemed to be amended so as to be those permitted by such law.
15. **We** shall not be deemed to provide cover and we 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 us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
16. Unless some other law is agreed in writing, this insurance is governed by English law. Both we and you irrevocably and unconditionally agree to submit any dispute under or in any way relating to this insurance to the exclusive jurisdiction of the courts of England and Wales.

Exclusions

We will 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.

We will not accept liability for a series of connected events where the first of which began before the period of insurance specified in the schedule.

Furthermore, **we** will not be liable in respect of any losses caused by, arising from or attributable to any of the following:

1. (Off premises robbery exclusion) The deliberate surrender of a **ransom** in any face to face encounter unless the **ransom** is being conveyed for the sole purpose of paying a previously communicated **ransom** demand. This exclusion is deleted in respect of a **hostage crisis** only.
2. (On premises robbery exclusion) The payment of a **ransom** either at the **kidnap** location of one or more **insured persons** or where the extortion demand is first made, unless a **ransom** demand has already been received prior to bringing the ransom to that location. This exclusion is deleted in respect of a **hostage crisis** only.
3. A criminal act or an attempt either directly or indirectly to defraud **us** by **you**, **your** directors or officers, whether acting alone or in collusion with others. For the purpose of this exclusion only, the definition of **you** is amended to read “The person, company or firm named as the assured in the schedule”.
4. In respect of **malicious detention** only:
 - a. any legal liability arising from a **malicious detention** for a period of less than three (3) hours;
 - b. **your** failure to properly procure or maintain immigration, work, residence, travel or similar visas, permits or other documentation.
5. Any legal liability arising from a hijack for a period of less than three (3) hours.
6. Any **cyber attack** or acts of a **hacker**.