

ENDORSEMENT

[Print Coverage Section description on Endorsements]

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this endorsement: [Transaction Effective Date]

Company: [Carrier name]

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when form fill-ins are entered]

To be attached to and
form a part of Policy No. [Formatted Policy Number]

Issued to: [Account Name]

KIDNAP/RANSOM THREAT ENHANCEMENT ENDORSEMENT

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This table of contents and the use and organization of headings and sections in this policy and endorsement are made for the purpose of convenient reference and orderly arrangement, and no implication, inference or presumption shall be drawn therefrom. The entire policy and any attached endorsements must be read in their entirety.

In consideration of the premium charged, it is agreed that:

1. ADD LEGAL LIABILITY COVERAGE FOR NEGLIGENCE IN PREVENTION OF AN INCIDENT

Section 7, Insuring Clauses, Legal Liability Coverage Insuring Clause 7 of this coverage section, is amended to read as follows:

The Company shall reimburse for reasonable defense costs incurred by an **Insured** and damages for which an **Insured** becomes legally obligated to pay as a result of a judgment or settlement in any suit alleging negligence or incompetence in the prevention of or the handling of a covered **Kidnapping, Threat, Detention or Hijacking**.

As a condition precedent to coverage hereunder, the **Insured** agrees to cooperate with the Company in conducting the defense or in negotiating the settlement of such suit.

2. ADD UNLIMITED COVERAGE FOR THE FEES AND EXPENSES OF THE ACKERMAN GROUP

Section 4, Insuring Clauses, **Expense** Coverage Insuring Clause 4 of this coverage section shall be subject to the applicable Limit of Liability as stated in Item 2 of the Declarations; provided, however, in the event the **Insured** shall select The Ackerman Group as the independent security consultant (as such term is used within Section 8, Definitions), then the fees and expenses for and costs of such independent security consultant, when provided by The Ackerman Group, shall be deemed reasonable and unlimited and shall not be subject to the Limit of Liability applicable to **Expense** Coverage Insuring Clause 4 of this coverage section.

3. ADD BROAD HIJACKING COVERAGE AND RETRAINING EXPENSE COVERAGE

Section 8, Definitions of this coverage section:

Expense(s), part (A) only is amended to read as follows:

Expense(s) means:

- (A) (a) for **Kidnapping, Threat, Hijacking or Detention**, only the reasonable fees and expenses for, or cost of:
- (i) an independent security consultant;
 - (ii) an independent public relations consultant;
 - (iii) travel and accommodations of an **Insured Person**;
 - (iv) independent legal advice;
 - (v) independent security guard services up to fifteen (15) days;
 - (vi) advertising, communications and recording equipment;
 - (vii) an independent forensic analyst;
 - (viii) assessment of the **Threat** by an independent security consultant;
 - (ix) interest for a loan taken by an **Insured** for property or other consideration surrendered as payment under Insuring Clauses 1 or 2;

- (x) a reward paid by an **Insured** to a natural person who provides information leading to the arrest and conviction of the person(s) responsible for such **Kidnapping, Hijacking or Threat**;
 - (xi) the **Salary** which an **Insured** continues to pay an **Employee** who is **Kidnapped, Hijacked or Detained**. Such coverage shall apply to the **Salary** in effect at the time of the **Kidnapping, Hijacking or Detention** and shall end when such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping, Hijacking or Detention** began, whichever is more recent;
 - (xii) the **salary** or wages which an **Insured** pays a newly hired natural person to conduct the duties of an **Employee** who is **Kidnapped, Hijacked or Detained**. Such coverage shall apply to such **Salary** in effect at the time of **Kidnapping, Hijacking or Detention** and end when such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping, Hijacking or Detention** began, whichever is more recent;
 - (xiii) consequential personal financial loss which an **Insured Person** suffers as the result of such **Insured Person's** inability to attend to personal financial matters;
 - (xiv) reasonable medical, cosmetic, psychiatric and dental expenses incurred following the **Insured Person's** release;
 - (xv) reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following an **Insured Person's** release; and
 - (xvi) other reasonable **expenses** incurred for the benefit of an **Insured Person**.
- (b) for **Kidnapping, Detention or Hijacking**, only the reasonable fees and expenses for or cost of retraining an **Employee** after his or her release from a covered **Kidnapping, Detention or Hijacking**, including but not limited to, the **Salary** that such **Insured** continues to pay such **Employee** while being retrained and the reasonable fees and expenses for the cost of external training courses.

Hijacking, is amended to read in its entirety as follows:

Hijacking or **highjacked** means the unlawful detention of an **Insured Person** (other than a **Kidnapping**) by violence or threat of violence by a person or group, where such unlawful detention:

- (A) occurs while traveling on or in an aircraft, watercraft, railroad car or motor vehicle for a period in excess of four (4) hours; or
- (B) occurs while traveling on or in an aircraft, watercraft, railroad car or motor vehicle and results in such **Insured Person's Loss of Life**.

Loss of Life, is amended to read its entirety as follows:

Loss of Life means:

- (A) death, including clinical death, determined by a medical examiner or similar local governing medical authority; or
- (B) the absence of communication from an **Insured Person**, or those responsible for **Kidnapping or Hijacking** such **Insured Person**, for a period of two (2) years following such **Kidnapping or Hijacking** or the last communication from such **Insured Person**, or those responsible for such **Kidnapping or Hijacking**, whichever is more recent.

4. ADD EXPRESS KIDNAP COVERAGE WITH SUBLIMIT

Section 8, Definitions of this coverage section, is amended as follows:

Kidnapping or Kidnapped is deleted and replaced with the following:

Kidnapping or Kidnapped means:

- (A) an actual or alleged wrongful abduction and holding under duress or by fraudulent means of an **Insured Person** by a person or a group, whether acting alone or in collusion with others, demanding payment or a series of payments by an **Insured**, in exchange for the release of such **Insured Person**; or
- (B) **Express Kidnap**

Section 8, Definitions, of this coverage section is amended by adding the following:

Express Kidnap means the unlawful detention of an **Insured Person** that:

- (A) lasts for less than six (6) hours;
- (B) is carried out by violence or threat of violence by a person or group;
- (C) commences while the **Insured Person** is traveling in or entering/exiting a motor vehicle; and
- (D) involves the perpetrator(s)' demand of property or other consideration as a condition of that **Insured Person's** release.

Subject to the provisions of this endorsement, which shall control in the event of a conflict with the provisions of this coverage section, all provisions under this coverage section applicable to **Kidnapping or Kidnapped** shall also apply to **Express Kidnap**.

The Company's liability for each **Express Kidnap** or a series of related **Express Kidnap** shall be limited to \$[Max. 100,000].

The Company's liability for **Accidental Loss** arising out of **Express Kidnap** shall be limited to \$[AMOUNT NOT TO EXCEED 250,000].

To the extent facts triggering coverage under this part 4, **Express Kidnap** with Sublimit, also trigger coverage for another insured event, the higher of the applicable limits of liability shall apply.

5. ADD DISAPPEARANCE INVESTIGATION COVERAGE WITH SUBLIMIT

Solely for purposes of this part 5, Disappearance Investigation Coverage with Sublimit, of this endorsement, the following shall apply:

Section 8, Definitions of this coverage section is amended as follows:

The preamble in paragraph (A) (a) of the definition of **Expenses** is amended to read as follows:

- (A) (a) solely in connection with a **Kidnapping, Threat, Hijacking, Detention, or Disappearance**, only the reasonable fees and expenses for, or cost of:

Section 8, Definitions, of this coverage section is amended by adding the following:

Disappearance means an unexplained vanishing by an **Insured Person** for a period of longer than thirty-six (36) hours, provided the vanishing has been reported to the local authorities, and a ransom demand has not been made in connection therewith. The **Disappearance** of two or more **Insured Persons** last seen or reported together shall be treated as one **Disappearance**.

The following exclusion is added to Section 9, Exclusions of this coverage section:

Coverage hereunder does not apply to **Expenses** caused by **Disappearance** if:

- (i) an **Insured Person** disappears at his or her own volition. Any amounts paid to the **Insured** in connection with such voluntary disappearance shall be refunded by the **Insured** to the Company in the event the disappearance is determined to be voluntary.
- (ii) the **Disappearance** occurs within twenty-four hours of a natural disaster which is reported by local or global media.
- (iii) the **Disappearance** occurs while an **Insured Person** is located in an area declared unsafe or uninhabitable by a local government.

The Company's liability for each **Disappearance** event and all related **Disappearance** events shall be limited to \$[Max. 100,000]. Such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2 (A) of the Declarations of this coverage section.

6. ADD LIMIT PER INSURING CLAUSE

The Limits of Liability set forth in Item 2(A) of the Declarations for this coverage section shall apply separately to each Insuring Clause for this coverage section for which coverage has been purchased by the Insured.

7. ADD LOST BUSINESS INCOME COVERAGE WITH SUBLIMIT

Insuring Clause 4, **Expense** Coverage, is deleted and replaced by the following:

- Expense Coverage** 4. The Company shall reimburse for **Expenses** incurred by an **Insured** resulting from covered loss and actual lost **Business Income** sustained by the **Insured** due to the actual suspension of the **Insured's Operations** during the **Period of Restoration** solely and directly as the result:
- Insuring Clause 4*
- (i) of a **Threat** covered under Insuring Clause 2
 - (ii) of an order by a civil authority prohibiting access to **Premises**, in whole or in part, on account of a **Threat** to a natural person or business occupying property other than **Premises**.

Section 8, Definitions of this coverage section, is amended by adding the following:

Business Income means:

- (A) the sum of:
 - (i) net income (net profit or loss before income taxes) that would have been earned or incurred had no **Threat** occurred; plus
 - (ii) the actual cost of continuing, on a curtailed basis, operations which are necessary for the Insured to resume **Operations** with substantially the same quality of service which existed immediately preceding the **Threat**; plus
 - (iii) reasonable expenses which would not have been incurred except for such **threat** and which were incurred by the **Insured** for the sole purpose of reducing loss described in (A)(i) and (A)(ii) above, not to exceed the amount of actual reduction of such loss;
- (B) less the sum of:
 - (i) all recoveries, insurance, suretyship and other indemnity which would cover loss described in (A) above in the absence of this coverage section; plus

- (ii) the amount by which the **Insured** fails to reduce loss described in (A) above through any reasonable measures.

Operations means business activities of the **Insured** at **Premises** prior to the **Threat**.

Period of Restoration means the period of time which:

- (A) begins [A NUMBER] hours following the actual suspension of the **Insured's Operations** as described in **Expense** Coverage Insuring Clause 4; and
- (B) ends on the earlier of:
 - (1) the date the **Insured's Operations** are restored to the conditions that existed prior to the **Threat**; or
 - (2) 120 days; or
 - (3) 30 days after a civil authority denies the **Insured** access to **Premises**.

Expiration of this coverage section will not reduce the **Period of Restoration**.

The Company's maximum liability for actual loss of **Business Income** shall be \$[INSERT DOLLAR AMOUNT] Such liability shall be part of, not in addition to, the Company's liability as set forth in Item 2 of the Declarations.

8. ADD AMENDMENT TO DETENTION EXCLUSION

Section 9, Exclusions of this coverage section, part (F) is deleted and replaced by the following:

- (F) loss from **Detention** caused by:
 - (i) any violation of criminal law by an **Insured** or **Insured Person** if such violation would be considered a criminal violation in such **Insured** or **Insured Person's Resident Country**, unless it is determined by the Company that such allegations are fraudulent and politically motivated; or
 - (ii) failure of an **Insured Person** to maintain and possess any required legal documents.

9. DELETE WAR EXCLUSION

Section 9, Exclusions of this coverage section, part (D) is deleted in its entirety.

10. ADD DEMAND THREAT LANGUAGE

Section 8, Definitions of this coverage section, **Threat** is deleted in its entirety and replaced with the following:

Threat means a declaration with a demand, of an intention or determination to injure or harm an **Insured**, an **Insured's** property, an **Insured Person** or an **Insured Person's** property by commission of an unlawful act. **Threat** does not include **Workplace Violence** or **Stalking Threat**.

11. ADD THREAT RESPONSE EXPENSE COVERAGE WITH SUBLIMIT

This coverage section is amended to include the following Insuring Clause:

***Threat Response
Expense Coverage
Insuring Clause 8***

The Company shall reimburse the **Parent Organization** for **Threat Response Expenses** paid by an **Insured** or an **Insured Person** resulting directly from a **Threat**.

Solely with respect to loss covered under Threat Response Expense Coverage Insuring Clause 8, Item 4 of the Declarations for this coverage section is deleted and replaced with the following:

Item 4. Retention: \$[insert dollar amount]

For purposes of the Threat Response Expense Coverage Insuring Clause 8, Subsection 8. Definitions, of this coverage section is amended to include the following terms:

Threat means a threat or threats made solely and directly against an **Insured** or an **Insured Person** to:

- (A) commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**; or
 - (B) damage, destroy or contaminate any property,
- by a person or group, whether acting alone or in collusion with others.

All such threats:

- (i) related by a common committed, attempted or threatened act; or
- (ii) made contemporaneously against the same **Insured** or the same **Insured Person**, or involving the same **Insured Person** or property,

will be deemed to constitute a single **Threat**.

Threat Response Expenses means, solely in connection with a **Threat**, only the reasonable fees and expenses for or cost of:

- (A) assessment of such **Threat** by the Ackerman Group;
- (B) security guard services for the threatened **Insured Person** or property provided by the Ackerman Group.

No coverage will be available under the Threat Response Expense Coverage Insuring Clause 8 of this coverage section for loss:

- (A) resulting from fraud by an **Insured Person**, whether acting alone or in collusion with others;

- (B) unless the **Threat** occurs prior to:
 - (a) termination of this coverage section as to any applicable **Insured** and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination
 - (b) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination; or
- (C) termination of this coverage section in its entirety and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination.

For purposes of the Threat Response Expense Coverage Insuring Clause 8, Section 13 Limits of Liability, of this coverage section is amended to include the following:

The Company shall only be liable for a **Threat** that first occurs during the **Policy Period**.

The Company's maximum liability for all **Threat Response Expenses** arising from one **Threat** and any related **Threat**, or a series of related **Threats** shall be \$250,000.

A loss shall be deemed to have been sustained under the Threat Response Expense Coverage Insuring Clause 8 of this coverage section at the time of the payment of incurred **Threat Response Expenses** by the **Insured**.

12. ADD CORPORATE CHILD ABDUCTION EXPENSE COVERAGE WITH SUBLIMIT

This coverage section is amended to include the following Insuring Clause:

Corporate Child Abduction Expense Coverage Insuring Clause 9

The Company shall reimburse the **Parent Organization** for **Corporate Child Abduction Expenses** paid by an **Insured** or a **Child's** parents resulting directly from a **Corporate Child Abduction**.

Solely for the purposes of the Corporate Child Abduction Expense Coverage Insuring Clause 9, Section 8. Definitions, of this coverage section is amended to include the following terms:

Child means any natural person less than eighteen (18) years of age.

Corporate Child Abduction means the wrongful abduction of a **Child** from the **Premises** by a person other than a **Relative** of such **Child**.

Corporate Child Abduction Expenses means only the reasonable fees and expenses for or cost of:

- (i) services rendered by a representative of the Ackerman Group;
- (ii) travel and accommodations of the **Child's** parents;
- (iii) an independent public relations consultant;

- (iv) publicity incurred by an **Insured** to locate the **Child**;
- (v) psychiatric services for the **Child's** parents during the **Corporate Child Abduction** and for a period of up to thirty (30) days following the **Child's** release or **Loss of Life**;
- (vi) a reward paid by an **Insured** to a natural person who provides information not otherwise available leading to the arrest and conviction of the person(s) responsible for such **Corporate Child Abduction**;
- (vii) reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following the **Child's** release; or
- (viii) other reasonable expenses incurred by an **Insured**, subject to the Company's prior written approval.

Solely with respect to a **Corporate Child Abduction**, the following shall apply:

- (A) The definition of **Relative**, as set forth in Subsection 8. Definitions, of this coverage section is deleted and replaced with the following:
Relative means the custodial parent of a **Child**.
- (B) Section 8. Definitions, of this coverage section is amended by adding the following:
Legal Liability Costs means the reasonable defense costs incurred by an **Insured** and damages which an **Insured** becomes legally obligated to pay as a result of a judgment or settlement in any suit brought against such **Insured** alleging negligence or incompetence in the prevention of a covered **Corporate Child Abduction**; provided that such **Insured** agrees as a condition precedent to coverage under Insuring Clause 7, to cooperate with the Company in conducting the defense or in negotiating the settlement of such suit.

Solely for the purposes of the Corporate Child Abduction Expense Coverage Insuring Clause 9, Section 13 Limits of Liability, of this coverage section is amended to include the following:

The Company shall only be liable for a **Corporate Child Abduction** that first occurs during the **Policy Period**.

The Company's maximum liability for all **Corporate Child Abduction Expenses** arising from one **Corporate Child Abduction** and any related **Corporate Child Abduction**, or a series of related **Corporate Child Abductions** shall be \$1,000,000.

A loss shall be deemed to have been sustained under the Corporate Child Abduction Expense Coverage Insuring Clause 9 of this coverage section at the time of the payment of incurred **Corporate Child Abduction Expenses** by the **Insured**.

13. ADD HOSTAGE CRISIS COVERAGE WITH SUBLIMIT

Solely with respect to Insuring Clause 4, **Expense** Coverage, of this coverage section the following shall apply:

Solely for purposes of this Part 13, Hostage Crisis Coverage With Sublimit, of this endorsement, section 8 Definitions, of this coverage section is amended as follows:

The definition of **Kidnapping** is amended to include the following:

Kidnapping, solely with respect to Insuring Clause 4, Expense Coverage, also means a **Hostage Crisis**.

The following definition of **Hostage Crisis** is added:

Hostage Crisis means an actual wrongful abduction and holding of an **Insured Person** under duress by one party in a conflict with another party, where the holding party demands from the other party a payment or other satisfaction of specified terms in exchange for the release of such **Insured Person**, and the person from whom such payment or other satisfaction of specified terms is demanded is within hearing or sight distance of the **Insured Person** (whether by physical presence, telephone conference, or video conference).

Solely with respect to a **Hostage Crisis**, the Definition of **Expenses**, as set forth in Subsection 8. Definitions, of this coverage section is amended as follows:

paragraph (A)(iii) is deleted and replaced with the following:

- (iii) travel and accommodations of an **Insured Person**, a **Hostage Crisis** victim, and his **Relatives** to the country of which the **Hostage Crisis** victim is a national, and the travel costs of a **Hostage Crisis** victim's replacement and his **Relatives** to the country where the **Hostage Crisis** occurred;

paragraph (A)(v) is deleted and replaced with the following:

- (v) independent security services solely for protecting an **Insured Person(s)** and/or property located in the country where the **Hostage Crisis** event has occurred, on the specific direction of The Ackerman Group or any other security consultant, in accordance with the Company's prior written approval;

paragraph (A)(x) is deleted and replaced with the following:

- (x) a reward paid by an **Insured** to a natural person who provides information not otherwise available leading to the resolution of such **Kidnapping**, **Extortion Threat**, **Wrongful Detention** or **Hijacking**;

paragraph (A)(xi) is deleted and replaced with the following:

- (xi) the **Salary** which an **Insured** continues to pay an **Employee** following such **Kidnapping**, **Wrongful Detention** or **Hijacking** of such **Employee**. Such coverage shall apply to the **Salary** of such **Employee** in effect at the time of such **Kidnapping**, **Wrongful Detention** or **Hijacking** and will end sixty (60) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping**, **Wrongful Detention** or **Hijacking** began, whichever is more recent;

paragraph (A)(xii) is deleted and replaced with the following:

- (xii) the salary or wages which an **Insured** pays a newly hired natural person to conduct the duties of an **Employee** following such **Kidnapping**, **Wrongful Detention**, or **Hijacking** of such **Employee**. Such coverage shall apply up to the **Salary** of such **Employee** in effect at the time of such **Kidnapping**, **Wrongful Detention**, or **Hijacking** and will end sixty (60) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping**, **Wrongful Detention** or **Hijacking** began, whichever is more recent;

paragraph (A)(xv) is deleted and replaced with the following:

- (xv) reasonable expenses of rest and rehabilitation, including meals and recreation, when such expenses are incurred within six (6) months following an **Insured Person's** release;

paragraph (D) is deleted and replaced with the following:

(D) other reasonable expenses incurred by an **Insured**;

the following paragraphs are added:

- (A) (xvii) the amount which an **Insured** pays a **Relative** equal to the salary or wages of such **Relative**, who assists in negotiations and rehabilitation of the victim during and following an incident of **Hostage Crisis**, not to exceed a period of sixty (60) days following the end of the **Hostage Crisis** incident;
- (xviii) costs incurred by the **Insured** for the **Salary** of any **Employee** specifically designated to assist in negotiating on the **Hostage Crisis** situation, not to exceed such employee's base rate of pay;
- (xiv) job retraining costs of the **Hostage Crisis** victim, including the salary of the **Hostage Crisis** victim while being retrained, and the costs of external training classes.

Solely with respect to a **Hostage Crisis**, Section 8, Definitions, of this coverage section is amended by adding the following:

Legal Liability Costs means the reasonable defense costs incurred by an **Insured** and damages which an **Insured** becomes legally obligated to pay as a result of a judgment or settlement in any suit brought by an **Insured Person** (or the estate, heirs or legal representatives of such **Insured Person**) as a result of a **Hostage Crisis**, provided that such **Insured** agrees as a condition precedent to coverage under Insuring Clause 7 to cooperate with the Company in conducting the defense or in negotiating the settlement of such suit.

The Company's maximum liability for each loss arising out of a **Hostage Crisis** situation and all related **Hostage Crisis** situations shall be \$250,000; which such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2(A) of the Declarations of this coverage section.

14. ADD SUBLIMIT FOR EMERGENCY POLITICAL REPATRIATION COVERAGE

Section 13, Limits of Liability, of this coverage section is amended by adding the following paragraph:

For all covered **Emergency Political Repatriation Expenses** incurred during the **Policy Period**, the Company's maximum liability shall be \$[AMOUNT, NOT TO EXCEED 1,000,000]. Such amount shall be part of and not in addition to the limits of liability stated in the Declarations of this coverage section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

Authorized Representative