
Insuring agreement

Underwriters will meet insured losses sustained by the **assured** as a direct result of **insured events** provided that:

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

Insured events

A **wrongful detention** or **kidnap** or **extortion** or **political threat** or **disappearance** or an **act of terrorism** or **hijack** which directly affects an **insured person's** safety or a series of **connected events**.

Insured losses

Insured losses are:

1. the following fees and expenses of Control Risks' Response following and for the duration of an **insured event**:
 - a. access to a 24-hour global security centre where a duty officer will provide advice or arrange for an expert consultant to contact the **assured** at the earliest possible opportunity to provide initial telephone assessment and advice
 - b. timely deployment of a consultant to the location of incident or other agreed location
 - c. evacuation advice; where the security environment is deteriorating, guidance as to whether **insured persons** should stand-fast or look to evacuate; advice will include information on the local situation and on the means and routes for evacuation
 - d. identification, selection and training of communicators and intermediaries
 - e. policy advice on concessions, financial or otherwise, tactics for negotiating under duress, and logistical plans
 - f. analysis of communications, options and recommendations for response, and scripting of communicators/intermediaries
 - g. liaison services with all interested parties including but not limited to law enforcement, government officials and families of the victim(s)
 - h. victim witness de-briefing and rehabilitation support
 - i. production of post-event analysis and debrief report.
2. reasonable costs and expenses necessarily incurred directly as a result of an **insured event** and which comprise:
 - a. fees and expenses of an independent interpreter
 - b. cost of **repatriation**, travel and accommodation on the recommendation of Control Risks
 - c. fees for emergency medical care incurred within 12 calendar months of the start date of the **insured event**
 - d. costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting an **insured person** in the country where an **insured event** has occurred and on the recommendation of Control Risks
 - e. all other reasonable expenses incurred by an **insured person** with underwriters' prior approval.

Definitions

Act of terrorism	<p>An act of terrorism means an activity that:</p> <ol style="list-style-type: none"> 1. is committed for political, religious, ideological or similar purposes and involves a violent act; or the unlawful use of force or an unlawful act dangerous to human life or tangible property; and 2. is carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s); and 3. is intended to: <ol style="list-style-type: none"> a. intimidate or coerce a civilian population; or b. disrupt any segment of the economy of a government, state or country; or c. overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion; or d. affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking; and 4. has caused bodily injury or death to or directly affects the safety of an insured person.
Assured	The insured person(s) and their relative(s) .
Connected events	If it is evident 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 .
Extortion	<p>The making of illegal threats directly to an insured person to:</p> <ol style="list-style-type: none"> 1. kill, injure or abduct an insured person; or 2. disseminate, divulge or use confidential information, which is not electronically held. <p>by persons who then demand a ransom from an insured person as a condition of not carrying out such threats.</p>
Disappearance	The unexpected disappearance of an insured person for a period exceeding 48 consecutive hours from the last confirmed contact with said insured person .
Hijack	The illegal holding under duress for a period in excess of six consecutive hours of an insured person whilst travelling on any airplane, vehicle or watercraft.
Insured person	Any person named or specified in the crisis response policy schedule.
Kidnap/kidnapped	The illegal actual or alleged taking, in the territory specified in the schedule, and holding captive of an insured person by persons who then demand specifically from assets of an insured person a ransom as a condition of their release.
Period of insurance	The period of time from the inception date to the expiry date specified in the crisis response policy schedule.
Permanent country of residence	The country in which the insured person has their principal place of residence and in which country the insured person has been resident in for at least six of the 12 calendar months prior to commencement of travel.
Political threat	Political and/or military events that expose an insured person to clear and imminent danger of physical harm.
Property	Buildings (including fixtures, fittings, works of art and other contents), plant and equipment, fixed or mobile, (including vessels and aircraft) bloodstock and livestock owned or leased by an insured person , for which the insured person is legally liable.
Ransom	Cash and/or marketable goods, property , monetary instruments or securities surrendered by an insured person or on their behalf to meet a kidnap , extortion or hijack demand.

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.
Wrongful 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 the insured person of a criminal offence made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of the insured person or the country of which they are a national.

Conditions

1. When the **insured event** has occurred, or is believed to have occurred, the **assured** must:
 - a. inform underwriters 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
 - b. before agreeing to the payment of any **ransom**, make every reasonable effort to determine that the **insured event** has actually occurred and is not a hoax.
2. The **assured** and **insured person(s)** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any insured losses.
3. The **assured** and **insured person(s)** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.
4. The **assured** must provide all necessary evidence and complete, sign or seal all papers required by underwriters to recover compensation or secure an indemnity from any third party in respect of any loss or damages. If underwriters instigate proceedings in the **assured's** name or in the name of the **insured person**, any monies thus received will belong to underwriters.
5. Underwriters' liability hereunder shall in all cases be limited to the amount shown in the schedule. Specifically, but without limiting the generality of the foregoing, underwriters' liability shall not be increased because:
 - a. of renewal of this policy. Underwriters' liability shall not be cumulative from one **period of insurance** to another
 - b. of any other reason whatsoever.
6. The **assured** may comprise or include more than one person, company or other legal entity. If more than one entity is named in the schedule, only the first named will have any right to receive or nominate others to receive payment of any claim.
7. This insurance may be cancelled by underwriters solely if the **assured** fails to pay the required premium. In such an event, underwriters will send or will instruct others to send written notice of not less than 30 days of the effective date of cancellation, and any premium payable will be calculated on a pro rata basis.
8. The **assured** has the right to cancel up to 14 days from the date the **assured** receives the policy document at the start of the insurance. Should the **assured** decide to exercise this cancellation right, the **assured** will be entitled to a refund of premium provided that the **assured** has not started a trip to which the insurance applies and the **assured** has not made or intends to make a claim. Following the expiry of this 14-day cancellation period the **assured** continues to have the right to cancel the policy at any time during its term by contacting the underwriters, but no refund of premium will be available.
9. No assignment of the **insured person's** interest hereunder shall be binding on underwriters.

10. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent underwriters from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.
11. The construction, validity and performance of this insurance will be governed by and construed in accordance with the law of Guernsey, and each party agrees to the exclusive jurisdiction of the courts of Guernsey.
12. Failure by underwriters to exercise or enforce any right hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.
13. All amounts shown in this policy are in currency shown on the crisis response policy schedule. Losses will be adjusted and paid in the same currency, unless directed otherwise by the **assured**.

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.
14. To the extent permitted by the law governing this insurance, if the underwriters are deliberately or recklessly given false information, underwriters will treat this insurance as if it never existed and decline all claims. If the **assured** acted carelessly when giving underwriters information several things could happen:
 - a. if underwriters provided insurance cover that underwriters would not otherwise have offered, underwriters will treat this insurance as if it had never existed. If this happens, underwriters will give back the premium
 - b. if underwriters would have insured the **assured** on different terms, underwriters will amend this insurance retrospectively and apply these amended terms to the claim
 - c. if underwriters would have charged more premium, underwriters will proportionately reduce the amount of any claim payment.

If any of these remedies are prohibited or made void by the law governing this insurance, underwriters' remedies shall be deemed to be amended so as to be those permitted by such law.
15. To the extent permitted by the law governing this insurance, if a false claim is made, underwriters can refuse to pay it, or 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, underwriters' remedies shall be deemed to be amended so as to be those permitted by such law.
16. Underwriters shall not be deemed to provide cover and underwriters 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 underwriters 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.

Exclusions

Underwriters will not accept liability for a series of **connected events** the first of which began before the **period of insurance** specified in the crisis response policy schedule.

Underwriters 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.

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

1. no cover is provided under this policy for **ransom** or losses caused by or arising from or attributable to any actual or attempted payment made by the **assured** or an **insured person** in response to a **ransom** demand
2. any fraudulent, or criminal act of an **insured person** or the **assured** whether acting alone or in collusion with others

3. any **kidnap, hijack or wrongful detention** of an **insured person** by a **relative** or as a result of a domestic dispute
4. any **wrongful detention** which is for a period of less than six consecutive hours
5. any **insured event** occurring within the **permanent country of residence**
6. failure of an **insured person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation
7. nuclear reaction, nuclear radiation or radioactive contamination
8. medical reasons including but not limited to epidemic or pandemic
9. natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.

Notice to the assured

The **assured** and underwriters are free to choose the law applying to this insurance contract. Unless specifically agreed to the contrary, this insurance shall be subject to Guernsey law.

The language used in this insurance and any communications relating to it will be English.

Complaints procedure

Any enquiry or complaint should be addressed in the first instance to the **assured's** insurance agent.

If the **assured** is not satisfied with the way a complaint has been dealt with the **assured** should refer their complaint, quoting the certificate number and the date the complaint started to:

The Compliance Officer
Hiscox Insurance Company (Guernsey) Limited
Heritage Hall
Le Marchant Street
St Peter Port
Guernsey GY1 4EL

If the **assured** is not satisfied with the way their complaint has been dealt with, the **assured** may ask the Ombudsman to review their case without affecting their legal rights. The address is:

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey, Channel Islands
JE4 9QG

E-mail: enquiries@ci-fo.org
Website : <http://www.ci-fo.org>
Jersey local phone: 01534 748610
Guernsey local phone: 01481 722218
International phone: +44 1534 748610

In any communication, please quote the policy/certificate number shown in the schedule.

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

Data protection

By accepting this policy, the **assured** agrees that any data provided by the **assured** in this form or otherwise in connection with this proposal or resulting insurance may be used exclusively by Hiscox Insurance Company (Guernsey) Limited, its group companies and/or their brokers or third-party service providers (collectively referred to as 'data recipients') in performing their obligations to the **assured** and providing you with ancillary services, ('the purposes'). The purposes include, but are not limited to: analysing the **assured's** particular insurance needs; providing insurance estimate(s) or quotations(s) and/or arranging insurance cover; handling and investigating claims and assisting in the claims authorisation process; accounting; for any purpose required by law; and for evaluating the Hiscox business/market research; both during your policy and after it has lapsed.

Crisis response insurance

Policy wording

We may carry out a credit check search for the purposes of assessing this insurance and any future renewal and to verify your identity. These enquiries will be recorded by the credit reference agency but will not affect your credit rating.

The data recipients may need to give details to third parties (including but not limited to insurance carriers, third-party claims adjusters/loss adjusters, solicitors, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities) in performing the purposes. They may also need to process sensitive personal data about you where this is necessary (for example, physical or mental health conditions or criminal convictions in connection with both you and members of your family or household). Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to the data recipients and to its use for the purposes.

In the unlikely event of processing outside the European Economic Area (EEA), you agree to the transfer of your personal information to a country or territory outside the EEA (which may not provide the same protection for you). In the future, Hiscox Insurance Company Limited and its group companies may sell their business(es) or assets. Personal information is usually considered an asset in such transactions and you agree that your information may be sold, traded or licensed in such circumstances.

Hiscox Insurance Company Limited is registered on the Data Protection Register under number Z6445902 and your information will be treated in compliance with the Data Protection Act 1998. Please see the Information Commissioner's website at www.dataprotection.gov.uk for more information on the Data Protection Act and the Information Commissioner.

If an insured event occurs or is believed to have occurred Control Risks should be contacted on the following international telephone number: +44 (0)20 7939 8900 (24-hour).

From the United States this number becomes 011 44 20 7939 8900.

If you are calling from the United States and are unable to dial international numbers, call 1 800 831 1985 – there may be a short delay before this number activates.