

Some of the words underwriters use have a special meaning in this insurance. If a word is in **bold** type, please read the definitions section.

All information provided by the **assured** or their agent in connection with this insurance forms the basis of and is incorporated into this insurance.

Insured losses

The underwriters agree to indemnify the **assured** up to the limits of liability shown in the schedule in respect of the following insured losses sustained solely and directly as a result of **insured events** which occur during the **period of insurance**, subject to the following terms, conditions, exclusions and definitions.

1. The fees and expenses of Control Risks.
2. Additional costs paid on behalf of the **insured person** by underwriters. This section is limited to USD 15,000. These shall be reasonable expenses incurred as a result of an **insured loss** and may include but are not limited to the following expenses:
 - a) Emergency Political Evacuation Costs on the recommendation of Control Risks;
 - b) Legal Expenses;
 - c) Fees and expenses of an independent interpreter;
 - d) Costs of relocation travel and accommodation on the recommendation of Control Risks;
 - e) Fees for emergency medical care incurred within twelve months of the **insured event** and
 - f) Fees and expenses of security guards temporarily retained solely and directly for the purpose of protecting **insured persons** located in the country where an **insured event** has occurred on the recommendation of Control Risks.

Definitions

Assured	As specified in the Contract Details.
Act of Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Extortion	the making of illegal threats specifically to an insured person to: <ol style="list-style-type: none"> i. kill, injure or abduct an insured person; or ii. disseminate, divulge or use Trade Secrets; by persons who then demand a ransom from an insured person as a condition of not carrying out such threats
Disappearance of an Insured person	the complete and unexpected loss of contact with the insured person during a period of insurance for a period in excess of 48 hours.
Hijack	the illegal holding under duress for a period in excess of six hours of an insured person whilst travelling on an airplane, vehicle or watercraft.
Insured Event	A Wrongful Detention or Kidnapping or Extortion or Political Threat or Disappearance or an Act of Terrorism which directly affects an Insured Persons safety or Hijack or series thereof. If it is evident from the demands(s) or making of such demand(s) that the insured events are or were carried out in furtherance of one another, they shall be deemed to be connected and will constitute a single insured event . Nevertheless there shall be no liability hereunder in respect of a series of insured events the first which began before the period of insurance .
	An Act of Terrorism shall be sub limited to a maximum of 10 days coverage.
Insured Person	the person(s) set forth in the Contract Details.

Kidnapping	any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more insured person(s) by any third party for the purpose of demanding a ransom from an insured person or a relative of an insured person .
Period of Insurance	the period of time from the inception date to the expiry date specified in the Contract Details Certificate.
Permanent Country of Residence	the country in which the insured person has his/her principal place of residence and in which country the insured person has been resident in for at least 6 of the 12 months prior to commencement of travel.
Political Threat	Political and/or military events which have created a situation in which the insured person is in danger of or has incurred serious bodily harm.
Property	buildings (including fixtures, fittings, works of art and other contents), computer hardware and software, plant and equipment, fixed or mobile, (including vessels and aircraft) bloodstock and livestock owned or leased by the assured or an insured person for which the assured or insured person is legally liable.
Ransom	money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property .
Relative	spouse or common law 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).
Wrongful Detention	the involuntary confinement of a insured person by any person(s) acting as agents of or with the tacit approval of any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group.

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- Conditions**
1. When the **insured event** has occurred, or is believed to have occurred, the **assured** must:
 - i. inform underwriters and control risks and provide whatever information is required as soon as is practicable and inform or allow the 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. The **assured** 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. In the event of any payment under this policy, underwriters shall be subrogated to the extent of such payment to all the **assured's** or **insured person(s)** rights of recovery, and the **assured** or **insured person(s)** shall execute all papers required and shall do everything necessary to enable underwriters to bring suit in the name of the **assured** or **insured person(s)**;
 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:
 - i. the **assured** may comprise or include more than one legal entity. If more than one legal entity is named in this policy, only the first-named shall have any right to make, adjust, receive or enforce payment of any claim;

- ii. of renewal of this policy. Underwriters' liability shall not be cumulative from one **period of insurance** to another;
- iii. of any other reason whatsoever.
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6. This Contract is cancelled with immediate effect by underwriters solely as a result of non-payment of the premium by the **insured person** in advance;
7. No assignment of the **assured's** interest hereunder shall be binding on underwriters;
8. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent underwriters from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy;
9. The construction, validity and performance of this Contract will be governed by and construed in accordance with the law of England and Wales, and each party agrees to the exclusive jurisdiction of the courts of England and Wales;
10. 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;
11. Without prejudice to the underwriters other rights, howsoever arising, the underwriter reserves the right to void this Contract in case of concealment, misrepresentation or non-disclosure by the **insured person**, whether or not fraudulent, of a material fact concerning this Contract or the procurement thereof. In case of concealment, misrepresentation or non-disclosure, whether or not fraudulent, by an **insured person**, or anyone acting on their behalf, concerning any **insured event** or any loss or claim under this Contract such **insured person** forfeits all right to benefits under this Contract.

A Material Fact is information that might influence the judgment of a prudent Consultant in fixing the Service Cost, deciding contract terms or determining whether or not to accept the client and issue a contract. For the purposes of this Protection any matter relating to the health or hazardous activities of the **insured person** is considered a Material Fact and the **insured person** has a duty to disclose such information prior to inception. (If you are in any doubt as to whether a fact is material or not, you must disclose it.);

12. No assignment of the **assured's** interest hereunder shall be binding on underwriters;
13. No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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

This insurance does not cover the following:

1. Any losses which the **assured** would be entitled to be paid under any other insurance if this policy did not exist, except for any excess above the amount that would be covered under the other insurance;
2. The payment of any **ransom**;
3. Loss caused by or arising from or attributable to the surrender of a **ransom** either at the location where the **kidnap** of one or more **insured person(s)** occurs or where the **extortion** demand is first made, unless brought to such location after receipt of the **ransom** demand for the sole purpose of paying such **ransom** demand;
4. Any fraudulent, or criminal act of the **assured**, a director, officer or agent of the **assured**, or agent thereof, whether acting alone or in collusion with others;
5. In respect of **detention** only:

- i. a **detention** which is for a period of less than six hours;
 - ii. any act or alleged act of the **assured** or an **insured person** which would be a criminal offence if committed by the same party in the country where its headquarters are located or of which he is a national, unless underwriters determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **assured** or the victim of the **detention**;
6. any **kidnapping** to an **insured person** by a **relative** or as a result of a domestic dispute;
7. an **insured person** who has had **kidnap** insurance cancelled or declined in the past;
8. any **kidnapping** of an **insured person** who has been **kidnapped** in the past;
9. any **insured event** of an **insured person** within their **permanent country of residence**.
10. failure of the assured or an insured person to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

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.

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 it 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:

The Director of Insurance Business,
Guernsey Financial Services Commission,
PO Box 128
Gategny Court
Gategny Esplanade
St. Peter Port
Guernsey GY1 3HQ

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

If an insured event occurs or is believed to have occurred control risks should be contacted on the following international telephone number: +44 20 7939 8900 (24 hrs). 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.



Ransom Reimbursement

Policy wording

FIRST ALLIED
TRAVEL INSURANCE

This extension is subject to the definitions, conditions and exclusions of the Crisis Response Insurance policy wording and to the particular exclusions, terms and conditions appearing below.

Insured losses

The underwriters agree to indemnify the **assured** up to USD 150,000 in respect of the following insured losses occurring during the **period of insurance**, subject to the following terms, conditions, exclusions and definitions:

1. Underwriters shall be liable in the event of a **kidnap** in respect of **ransom** only.

Exclusions

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

2. The payment of any **ransom**;
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