

Lloyd's

This insurance is underwritten by certain Lloyd's Underwriters

Certificate Number:

SPECIAL RISKS INSURANCE – TRV5

We, Certain Lloyd's Underwriters, agree to pay the benefits stated in the Schedule of Benefits page of this Certificate and according to the Certificate provisions. **We** issued this Certificate to the **Owner** in consideration of: (1) The statements made in the application; and (2) Payment of the premium. A copy of the application is attached to and made part of the Certificate.

As long as the **Owner** pays the premiums for this Certificate by the end of each grace period, **We** cannot change any part of this Certificate until the Expiry Date unless agreed by **You** and **Us**. Coverage under this Certificate will begin on the Effective Date at 12:01 A.M. Coverage will end on the Expiry Date at 12:01 A.M. All times will be the Local Standard Time at the address stated in the Declarations.

To become effective, this Certificate must have been issued, the initial premium must have been paid and there must not have been any material changes in **Your** application since the date of signing the application for this insurance. If there have been changes to **Your** application, the Certificate must be immediately returned to **Us** with a written description of such changes for **Our** review and consideration.

If **You** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

Words and phrases that appear in bold letters have special meaning given to them and can be read in the definitions section of this Certificate.

Read this Certificate carefully. It is a legal contract between the **Owner** and **Us**.

Executed By
Petersen International Underwriters
23929 Valencia Boulevard, Second Floor, Valencia, CA 91355
800-345-8816

DECLARATIONS

Certificate Number:

Name of Owner:

Address:

Covered Person(s):

Geographical Location:

Effective Date:

Expiry Date:

Issue Date:

Application Date:

Premium:

ESL Tax ():

Processing Fee:

Policy Fee:

Total:

Payment Mode:

Response Consultants:

If an **Insured Event** occurs or is believed to have occurred **You** should contact the **Response Consultants** on the following 24 hour emergency telephone number(s): In the United States of America: +1 . In the Rest of the World: +44 (0) . Web-site: .

Binding Authority Number:

Unique Market Reference:

SCHEDULE OF BENEFITS

Limits of Liability:

(1) Ransom	<u>per Insured Event</u>
(2) Loss of Ransom in Transit	<u>per Insured Event</u>
(3) Response Consultants Fees and Expenses	<u>unlimited per Insured Event</u>
(4) Additional Expenses	<u>per Insured Event</u>
Sub-limit: Rest and Rehabilitation Expenses	<u>per Insured Event</u>
(5) Personal Accident: Capital Sum Insured:	<u>per Covered Person per Insured Event and in the aggregate during the Term of Insurance</u>
A. Benefits per Covered Person	% of Capital Sum Insured
(i) Death	<u>100%</u>
(ii) Loss of Limb(s)	<u>100%</u>
(iii) Loss of Sight/Hearing/Speech	<u>100%</u>
(iv) Permanent Total Disablement	<u>100%</u>
(v) Loss of Extremity	<u>50%</u>
(6) Legal Liability	<u>per Insured Event</u>

Forms and Endorsements that apply: Application, TRV5030118.

Executed by Petersen International Underwriters on:

Date

by: _____
Michael B. Petersen, President

DEFINITIONS

Covered Person means:

1. Any person(s) stated or specified in the Declarations plus automatic inclusion of spouses and children (including step or adopted) as a result of marriage and/or any children born or legally adopted by **You** or a **Covered Person** during the **Term of Insurance**.
2. Any person visiting the home of or normally resident in the home of, or employed in the home of a person stated or specified in the Declarations, and any person or customer of **Yours** while on **Your Premises** or while travelling with **You**, or while travelling on board of any vehicle, aircraft or waterborne vessel owned or leased by **You** or a person stated or specified in the Declarations.
3. Any bodyguard and/or driver and/or domestic employee accompanying a **Covered Person** during an **Insured Event**.
4. Any person who is directly involved in the handling or negotiation of an **Insured Event**.

Deductible means the amount specified in the Declarations which shall be deducted from the total loss payable in any one **Insured Event** and which shall be borne by **You**.

Detention means the holding under duress of a **Covered Person** for whatever reason, other than **Kidnap** or **Hijack**. However, **Detention** shall include the holding under duress of a **Covered Person** whether by governmental authorities in the place of custody or by others.

Extortion means the making of illegal threats either directly or indirectly to **You** or to a **Covered Person** to:

1. kill, injure or abduct a **Covered Person**, or
2. cause physical damage to or loss of **Property**,

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

Hijack means the illegal holding under duress for a period in excess of four (4) consecutive hours, or as specified in the Declarations, of a **Covered Person** whilst travelling on any aircraft, motor vehicle, railroad train or waterborne vessel or any other form of public or private transport.

Informant means a person who is directly involved in the handling or negotiation of an **Insured Event**.

Insured Events shall be **Kidnap, Extortion, Detention, Hijack** or a series of connected **Insured Events**. If it is evident from the demand(s) or the making of such demand(s) 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**. Nevertheless, there shall be no liability hereunder in respect of a series of **Kidnaps** or **Extortions** or **Detentions** or **Hijacks** the first of which began before the **Term of Insurance**.

Kidnap means the actual or alleged illegal taking captive or abduction of one or more **Covered Person** within the Geographical Location stated in the Declarations by persons who then demand a **Ransom** specifically from **Your** assets or the assets of a **Covered Person** as a condition of the release of such captive(s) or abductee(s).

Loss of Extremity means 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 means the loss of hearing of one or both ears which is certified as being entire and irrevocable by a qualified medical practitioner specializing in hearing loss and approved by Us.

Loss of Limb means the permanent physical 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 means the loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified medical practitioner specialising in ophthalmology and approved by Us.

Loss of Speech means the loss of speech which is certified as being entire and irrevocable by a qualified medical practitioner specializing in loss of speech and approved by Us.

Owner means any person, company or firm stated in the Declarations.

Permanent Total Disablement means disablement which necessarily and continuously disables a **Covered Person** from attending to every aspect of such **Covered Person's** normal business or occupation for a period of twelve (12) consecutive calendar months and at the end of such period, the **Covered Person** is certified by two (2) qualified medical practitioners approved by Us as being beyond hope of improvement. If the **Covered Person** has no business or occupation the disablement must confine the **Covered Person** immediately and continuously to the house and disable the **Covered Person** from attending to the **Covered Person's** normal duties.

Property means buildings (including fixtures, fittings, works of art and other contents), waterborne vessels and aircraft owned or leased by **You** or a **Covered Person** or for which **You** or a **Covered Person** are legally liable.

Ransom means cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of **You** or a **Covered Person** to meet a **Kidnap** or **Extortion** demand.

Response Consultants are as stated or specified in the Declarations.

Suit means a civil proceeding in which damages to which this Certificate applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which **You** must submit with **Our** consent.

Term of Insurance means the time period beginning with the Effective Date and ending with the Expiry Date stated in the Declarations.

We/Us/Our refers to Certain Lloyd's Underwriters.

You/Your/Yours means the person, company or firm stated as the **Owner** in the Declarations.

INSURING CLAUSE

We agree to indemnify or reimburse **You** in respect of Insured Losses sustained directly because of **Insured Events** which occur during the **Term of Insurance**, all as more fully stated herein.

INSURED LOSSES

1. **Ransom - Ransom** which has been surrendered; in the case of marketable goods or services, **Property**, monetary instruments or securities, **We** will pay the actual cash value thereof at the time of surrender based on an independent valuation.
2. Loss of **Ransom** in Transit - 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** or a **Covered Person**.
3. **Response Consultants** - The fees and expenses of the **Response Consultants** or other independent security consultants, provided that **We** have given **Our** prior approval for such other independent security consultants, for an **Insured Event**.
4. Additional Expenses – Reasonable additional expenses being expenses necessarily incurred, following and for the duration of an **Insured Event**, by **you** or a **Covered Person** and shall comprise:
 - (a) Negotiator - fees and expenses for an independent negotiator engaged by **You** with **Our** prior approval or the prior approval of the **Response Consultants**;
 - (b) Public Relations Consultant/ Interpreter - fees and expenses of an independent public relations consultant and/or interpreter;
 - (c) Travel / Accommodation - cost of travel and accommodation incurred by **You** or a **Covered Person**;
 - (d) **Covered Person's** Salary – One hundred percent (100%) of the gross salary of a **Kidnapped**, detained or **Hijacked Covered Person**, including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, which were contractually due or could reasonably be expected based on past performance, at the time the **Insured Event** occurs and for sixty (60) consecutive days following the release. With respect to **Detention**, **Our** liability will be limited to a period of seventy-two (72) consecutive calendar months;
 - (e) Employee's Salary Costs – the costs incurred by **You** for the salaries of employees specifically designated to assist in negotiating on an **Insured Event**. These are not to exceed the employee's one hundred percent (100%) salary including bonuses and allowances, 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;
 - (f) Relative's Salary - One hundred percent (100%) of the gross salary of a relative of a **Kidnapped**, detained or **Hijacked Covered Person**, including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due, or could have reasonably been expected based on past performance, at the time the **Insured Event** occurred and for sixty (60) days following the release of the victim;

- (g) Medical Expenses - fees for independent psychiatric, medical and dental care including any costs for care by a neurologist, psychologist and any expense of confinement or other related professional support and/or counselling service incurred prior to and within thirty-six (36) consecutive calendar months of the release of the **Covered Person**;
- (h) Legal Advice – legal advice incurred prior to and within thirty-six (36) consecutive calendar months of the release of the **Covered Person**;
- (i) Reward - reward paid by **You** to an **Informant** for information which contributes to the resolution of the **Insured Event**;
- (j) Personal Financial Matters - personal financial loss suffered by a **Covered Person** solely as a direct result of the physical inability to attend to personal financial matters while a victim of a **Kidnap, Extortion, Detention or Hijack**;
- (k) Interest on Loans - sums payable by way of interest on loans raised specifically to meet an **Insured Event** and in respect of amounts subsequently reimbursed hereunder, provided that the loan is repaid within seven (7) days of **You** receiving reimbursement of the same from **Us**;
- (l) Security Measures – costs, fees and expenses of temporary security measures and/or security guards temporarily retained solely and directly for the purpose of protecting a **Covered Person** and/or **Your Property** located in the country where an **Insured Event** has occurred and on the specific recommendation of the **Response Consultants**;
- (m) Communication Costs - costs of communication, communication equipment, recording equipment and advertising solely as a result of an **Insured Event**;
- (n) Rest and Rehabilitation - rest and rehabilitation expenses, including meals and recreation, that occur within eighteen (18) consecutive calendar months following the release of a **Kidnap** and/or **Detention** and/or **Hijack** victim and are incurred by the victim, the victim’s spouse, partner and/or children;

Our liability will not exceed the Rest and Rehabilitation Expenses specified in section (4) of the Schedule of Benefits.
- (o) Plastic Surgery - the costs of cosmetic or plastic surgery, which is required to correct any permanent disfigurement sustained by a **Covered Person** solely and directly as a result of an **Insured Event**;
- (p) Job Re-training – occupational job re-training costs for the **Kidnap** and/or **Detention** and/or **Hijack** victim, including but not limited to salary of the **Kidnap** and/or **Detention** and/or **Hijack** victim while being re-trained, and costs of external training courses;
- (q) Funeral Costs - costs of repatriation of the body of the **Kidnap** and/or **Detention** and/or **Hijack** victim in the event of death during an **Insured Event**. Costs of burial/cremation of the **Kidnap** and/or **Detention** and/or **Hijack** victim incurred in the event of death during an **Insured Event**;

- (r) Child Care - costs of child care incurred directly as a result of a **Kidnap** and/or **Detention** and/or **Hijack**;
- (s) Other Expenses - all other expenses incurred by **You** or a **Covered Person** with **Our** prior approval.

5. Personal Accident

We will pay, up to an aggregate of the Personal Accident Capital Sum stated in the Schedule of Benefits, for: **Loss of Limb(s), Loss of Sight, Loss of Extremity, Loss of Hearing, Loss of Speech, Permanent Total Disablement** or death, sustained by a **Covered Person**, directly as a result of an **Insured Event**, or an attempted **Insured Event**, provided that such injury caused the death or disablement, within the meaning of this Certificate, of the **Covered Person** within thirty-six (36) calendar months from the date of the incident.

6. Legal Liability

We will pay, up to the Limit of Liability stated in the Schedule of Benefits, with respect to any **Suit** brought against **You** by a **Covered Person** directly as a result of a **Kidnap, Detention, Extortion** or **Hijack**, occurring during the **Term of Insurance**:

- a. For those sums that **You** become legally obligated to pay as damages as a result of a judgement or settlement of a **Suit**;
- b. For all reasonable and customary expenses incurred by **You** in defence of such **Suit**;
- c. For all costs levied against **You** in a **Suit**.

If the total amount for all settlements, awards and judgments exceeds the Legal Liability Limit of Liability, **We** will pay the proportion of defense costs which the Limit of Liability bears to the total of such settlements, awards and judgments in addition to the Legal Liability Limit of Liability. However, **You** shall neither admit any liability for nor settle any claim, nor incur any costs or expenses without **Our** prior approval.

We shall have the right to defend any such **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 connected therewith.

EXCLUSIONS

We will not pay for any loss(es) which is or are, but for this Certificate would be covered under any other insurance save in excess of such other insurance. Furthermore, We will not be liable in respect of any loss(es) caused by, arising from or attributable to any of the following:

1. Off premises robbery exclusion - the surrender of a **Ransom** in any face to face encounter involving the use or threat of force or violence, unless surrendered by a person who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand;
2. On premises robbery exclusion - the surrender of a **Ransom** either at the **Kidnap** location of one or more **Covered Person** 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 a demand;
3. A criminal act or an attempt either directly or indirectly to defraud **Us** by **You** or a **Covered Person** whether acting alone or in collusion with others;
4. In respect of **Detention**:
 - (a) a **Detention** which is for a period of less than four (4) consecutive hours;
 - (b) any act or alleged act by **You** or a **Covered Person** which would be a criminal offence if committed by the same party in the country where its headquarters are located or of which a **Covered Person** is a national, unless **We** 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 **You** or the victim of the **Detention**;
 - (c) failure of **You** or a **Covered Person** properly to procure or maintain immigration, work, residence, travel or similar visas, permits or other documentation;
5. Legal advice that has been obtained without **Our** knowledge and/or consent (such consent shall not be unreasonably withheld).

CONDITIONS

1. Notification of **Insured Event** - When an **Insured Event** has occurred or is believed to have occurred, **You** must:
 - (a) inform **Us** and the **Response Consultants** and provide whatever information is required as soon as is possible and **You** shall communicate fully and without exception with **Us** and the **Response Consultants** at all times following an **Insured Event**;
 - (b) inform, or allow the **Response Consultants** to inform the appropriate authorities responsible for law enforcement in the country where an **Insured Event** has occurred, or is believed to have occurred, of the **Ransom** demand (including **Hijack** and **Detention**) as soon as is practicable having regard for the personal safety of the victim;
 - (c) 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;
 - (d) when requesting the indemnification of a **Ransom** under this Certificate, be able to demonstrate that such **Ransom** had been surrendered under duress.
2. **Response Consultants** - Following an **Insured Event** the services of the **Response Consultants** will be available to **You** at no charge and on a priority basis to provide advice and assistance in the handling of the **Insured Event** for as long as required.
3. Personal Accident - In respect of Personal Accident:
 - (a) any **Covered Person** who suffers an incident which causes disablement within the meaning of this Certificate must place himself or herself under the care of a qualified medical practitioner approved by **Us** as early as possible after the incident;
 - (b) **We** will not be liable to pay compensation unless the qualified medical practitioner appointed by **Us** is allowed as often as thought necessary to examine the **Covered Person**;
 - (c) the total sum payable in respect of any one or more **Insured Events** shall not exceed in all the largest benefit per **Covered Person** under any one of the items (1) to (6) as stated under the Limits or Liability in the Schedule of Benefits;
 - (d) if an **Insured Event** causes the death of the **Covered Person** within twelve (12) months following their release or the **Extortion** was first made and prior to the definite settlement of the benefit for disablement, within the meaning of this Certificate, there shall be paid only the benefit provided for in the case of death;
 - (e) if a **Covered Person** disappears during the **Term of Insurance** and such **Covered Person's** body is not found within thirty-six (36) months after such **Covered Person's** disappearance and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that such **Covered Person** sustained death solely and directly as a result of an **Insured Event**, **We** will pay the death benefit under this Certificate provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to **Us** if the **Covered Person** is subsequently found to be living.

4. Due Diligence - **You** shall use due diligence and do all things reasonably practicable to avoid or diminish any Insured Losses.
5. Confidentiality - **You** and the **Covered Person** must at all times use best efforts to ensure that knowledge of the existence of this Certificate is restricted as far as possible.
6. Subrogation/ Recovery - **You** and the **Covered Person** 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 damage. If **We** instigate proceedings in **Your** name or in the name of a **Covered Person**, any monies thus received will belong to **Us**.

In the event of any indemnification under this Certificate, **We** shall be subrogated to the extent of such payment to all **Your** rights of recovery, and **You** shall execute all papers required and shall do everything necessary to enable **Us** to bring **Suit** in **Your** name or in the name of the **Covered Person**.

7. Non-Accumulation of Liability - **Our** liability shall in all cases be limited to the amount stated in the Schedule of Benefits. Specifically, without limiting the generality of the foregoing, **Our** liability shall not be increased because:
 - (A) **You** may comprise or include more than one person, company or legal entity. If more than one legal entity is named under this Certificate, only the first-named will have any right to make, adjust, receive or enforce payment of any claim;
 - (B) of renewal of this Certificate. **Our** liability shall not be cumulative from one **Term of Insurance** to another.
8. Cancellation - This Certificate may be cancelled by **Us** solely if **You** fail to pay the required premium. In such an event **We** will send written notice of not less than thirty (30) days of the effective date of such cancellation and any premium payable will be calculated on a pro rata basis.
9. Assignment - No assignment of **Your** interest hereunder shall be binding on **Us** without **Our** prior approval.
10. Notices - Notice to anyone other than **You** or **Us** will not alter or effect a waiver on any terms of this Certificate or prevent **Us** from asserting **Our** rights under this Certificate. Terms may only be waived or changed by an endorsement forming part of this Certificate.
11. Insurer's Rights - Failure by **Us** to exercise or enforce any right under this Certificate does not mean **Our** rights are waived. **We** may exercise or enforce **Our** rights at any time.
12. Application Form and Information – **You** must ensure that all statements in the application or any other documentation are accurate and that **You** or any **Covered Person** have not withheld any material fact(s), otherwise this Certificate may be avoided.