

SERFF Tracking Number: ACEH-125522510 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-KE-2007580(F)
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2013 Kidnap & Ransom Liability
Product Name: 08-KE-2007580(F)
Project Name/Number: Corporate Kidnap and Extortion/08-KE-2007580

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 08-KE-2007580(F)

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2013 Kidnap & Ransom Liability

Filing Type: Form

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

SERFF Tr Num: ACEH-125522510 State: Arkansas

SERFF Status: Closed

Co Tr Num: 08-KE-2007580(F)

Co Status:

Authors: Renice Cox, Viola McBride Disposition Date: 04/03/2008

Date Submitted: 03/07/2008

Disposition Status: Approved

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Effective Date (New): 04/03/2008

Effective Date (Renewal):

04/03/2008

State Filing Description:

General Information

Project Name: Corporate Kidnap and Extortion

Project Number: 08-KE-2007580

Reference Organization:

Reference Title:

Filing Status Changed: 04/03/2008

State Status Changed: 03/18/2008

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to introduce a new Corporate Kidnap and Extortion rate plan for ACE American Insurance Company. This new rate plan is replacing the existing rate plan, originally filed in 1996 by CIGNA Insurance Company. There are currently no in-force Corporate Kidnap and Extortion policies. In addition we are filing a revised Corporate Kidnap and Extortion Insurance Policy. The current policy form and rates do not fit our customers' needs and this new form allows us to offer broadened coverage terms and rate parameters. This new policy form is replacing the existing policy form, originally filed in 1997 by CIGNA Insurance Company.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	03/07/2008	18428136

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/03/2008	04/03/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	03/20/2008	03/20/2008	Renice Cox	03/26/2008	03/26/2008

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Disposition

Disposition Date: 04/03/2008

Effective Date (New): 04/03/2008

Effective Date (Renewal): 04/03/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	Application for Kidnap & Extortion Insurance	Approved	Yes
Form	Renewal Application for Kidnap & Extortion Insurance	Approved	Yes
Form	Iraq Supplemental Application	Approved	Yes
Form	Corporate Kidnap and Extortion Insurance Policy Declarations	Approved	Yes
Form	Corporate Kidnap and Extortion Insurance Policy	Approved	Yes
Form	Signatures	Approved	Yes
Form	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	Approved	Yes
Form	ACE Producer Compensation Practices & Policies	Approved	Yes
Form	Cap On Losses From Certified Acts Of Terrorism	Approved	Yes
Form	Disclosure Pursuant To Terrorism Risk Insurance Act	Approved	Yes
Form	Trade or Economic Sanctions Endorsement	Approved	Yes
Form	Covered Persons Amendatory - Additional Named	Approved	Yes
Form	Covered Persons Amendatory - Expanded Definition	Approved	Yes
Form	Covered Persons Amendatory - Country/Persons Limitation - A	Approved	Yes
Form	Covered Persons Amendatory - Country/Persons Limitation - B	Approved	Yes
Form	Covered Persons Amendatory - Named Persons	Approved	Yes
Form	Covered Persons Amendatory - Named Persons - Territory Restriction	Approved	Yes

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Form	Named Insured Amendatory - Additional Named	Approved	Yes
Form	Named Insured Amendatory - Subsidiary	Approved	Yes
Form	Limits Amendatory - Revised	Approved	Yes
Form	Mailing Address Amended	Approved	Yes
Form	Limits Amendatory - Scheduled	Approved	Yes
Form	Business Income and Extra Expense Endorsement	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Child Abduction Endorsement	Approved	Yes
Form	Covered Persons Amendatory - Stringers	Approved	Yes
Form	Covered Persons Amendatory - Sponsored Trips	Approved	Yes
Form	Covered Persons Amendatory - Employee/Local National Limitation	Approved	Yes
Form	Covered Persons Amendatory - Country Restriction/Military Base	Approved	Yes
Form	Covered Persons Amendatory - Country Exclusion/Named Exception	Approved	Yes
Form	Covered Persons Amendatory - Country Restriction/Named On Base	Approved	Yes
Form	Covered Persons Amendatory - Country Restriction - Limited	Approved	Yes
Form	Covered Persons - Deletion of Local Nationals/Country Restriction	Approved	Yes
Form	Covered Persons Amendatory - Deletion of Local Nationals	Approved	Yes
Form	Covered Persons Amendatory - Additional Named Persons	Approved	Yes
Form	Covered Persons - Named Persons/Specified Period - B	Approved	Yes
Form	Employee Compensation - Deleted	Approved	Yes
Form	Employee Compensation - Country Restriction	Approved	Yes
Form	Medical, Death or Dismemberment Coverage - Country Restriction	Approved	Yes

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Form	Evacuation Amendatory Coverage	Approved	Yes
Form	Evacuation Coverage	Approved	Yes
Form	Expense Amendatory - Country Restriction	Approved	Yes
Form	Named Insured Amendatory	Approved	Yes
Form	Hijack Amendatory - Legal Costs	Approved	Yes
Form	Incident Response Amendatory - Country Restriction	Approved	Yes
Form	Policy Extension Endorsement	Approved	Yes
Form	Policy Renewal Endorsement	Approved	Yes
Form	Products Recall Endorsement	Approved	Yes
Form	Sub-Limit Endorsement	Approved	Yes
Form	Territory Amendatory - Named Countries	Approved	Yes
Form	Territory Amendatory - Country Restriction	Approved	Yes
Form	Threat Assessment Extension	Approved	Yes
Form	Wrongful Detention Amendatory Endorsement	Approved	Yes
Form	Wrongful Detention Amendatory - Country Restriction	Approved	Yes
Form	Products Recall & Replacement Value Endorsement	Approved	Yes
Form	Covered Persons - Named Persons/Specified Period - A	Approved	Yes
Form	Named Insured Amendatory - Scheduled Named	Approved	Yes
Form	New Project Reporting Endorsement	Approved	Yes
Form	Premium Amendatory Endorsement	Approved	Yes
Form	Death or Dismemberment, Incident of Terrorism	Approved	Yes
Form (revised)	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/20/2008
Submitted Date 03/20/2008
Respond By Date 04/03/2008

Dear Renice Cox,

Form KE-22567 Page 10 of 12

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Thank You

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/26/2008
Submitted Date 03/26/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Thank you for your response. Please be advised that our Kidnap & Extortion policy form KE-22567 is amended in Arkansas by attaching the mandatory state amendatory endorsement KE-21493. Among other amendments to bring the policy form into compliance with Arkansas law, is a revised Appraisal section which stipulates that any loss appraisal will be voluntarily conducted and non-binding. Please review our Arkansas state amendatory endorsement in conjunction with our Kidnap & Extortion policy itself, both of which together have been designed to be compliant with Arkansas law.

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Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	KE-21493	(02/08)	Endorsement/Amendment/Conditions	New		0	AR Amendatory_KE21493.pdf
Previous Version							
Arkansas Amendatory Endorsement	KE-21493	(02/08)	Endorsement/Amendment/Conditions	New		0	AR Amendatory_KE21493.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Renice Cox, Viola McBride

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Kidnap & Extortion Insurance	KE-21572	(02/08)	Application/ New Binder/Enrollment		0.00	Application (Warrants)_KE21572.pdf
Approved	Renewal Application for Kidnap & Extortion Insurance	KE-23354	(02/08)	Application/ New Binder/Enrollment		0.00	Renewal Application (Warrants)_KE23354.pdf
Approved	Iraq Supplemental Application	KE-22601	(06/07)	Election/Re New jection/Supplemental Applications		0.00	Iraq Supplemental Application_KE22601.pdf
Approved	Corporate Kidnap and Extortion Insurance Policy Declarations	KE-22566	(10/07)	Declaration News/Schedule		0.00	Declarations_KE22566.pdf
Approved	Corporate Kidnap and Extortion Insurance Policy	KE-22567	(02/08)	Policy/Coverage Form		0.00	Policy_KE22567.pdf
Approved	Signatures	CC-1K11e	(02/06)	Endorsement/Amendment/Conditions		0.00	Signatures (Admitted)_CC1K11e.pdf
Approved	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914	(02/05)	Endorsement/Amendment/Conditions		0.00	OFAC Notice_PF17914.pdf
Approved	ACE Producer	ALL-	(10/06)	Endorsement New		0.00	Producer

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Approval	Description	Policy	Effective Date	Endorsement/Condition	Amount	Attachment
	Compensation Practices & Policies	20887		nt/Amendment/Conditions		Compensation Notice_ALL20887.pdf
Approved	Cap On Losses From Certified Acts Of Terrorism	KE-23461a	(01/08)	Endorsement/Newnt/Amendment/Conditions	0.00	Cap On Losses From Certified Acts Of Terrorism_KE23461a.pdf
Approved	Disclosure Pursuant To Terrorism Risk Insurance Act	TRIA12b	(1/08)	Endorsement/Newnt/Amendment/Conditions	0.00	TRIA12b.pdf
Approved	Trade or Economic Sanctions Endorsement	ALL-21101	(11/06)	Endorsement/Newnt/Amendment/Conditions	0.00	Trade or Economic Sanctions Endt_ALL21101.pdf
Approved	Covered Persons Amendatory - Additional Named	KE-21514	(10/07)	Endorsement/Newnt/Amendment/Conditions	0.00	Covered Persons Amendatory - Additional Named_KE21514.pdf
Approved	Covered Persons Amendatory - Expanded Definition	KE-21515	(10/07)	Endorsement/Newnt/Amendment/Conditions	0.00	Covered Persons Amendatory - Expanded Definition_KE21515.pdf
Approved	Covered Persons Amendatory - Country/Persons Limitation - A	KE-21516	(10/07)	Endorsement/Newnt/Amendment/Conditions	0.00	Covered Persons Amendatory - Country-Persons Limitation-A_KE21516.

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Approval	Description	Policy Number	Effective Date	Endorsement	Amount	File Name
Approved	Covered Persons Amendatory - Country/Persons Limitation - B	KE-21517	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	Covered Persons Amendatory - Country- Persons Limitation- B_KE21517. pdf
Approved	Covered Persons Amendatory - Named Persons	KE-21518	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	Covered Persons Amendatory - Named Persons_KE 21518.pdf
Approved	Covered Persons Amendatory - Named Persons - Territory Restriction	KE-21519	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	Covered Persons Amendatory - Named Persons- Territory Restriction_ KE21519.pdf
Approved	Named Insured Amendatory - Additional Named	KE-21520	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	Named Insured Amendatory - Additional Named_KE2 1520.pdf
Approved	Named Insured Amendatory - Subsidiary	KE-21521	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	Named Insured Amendatory - Subsidiary_ KE21521.pdf
Approved	Limits Amendatory - Revised	KE-21522	10/07	Endorseme New nt/Amendm ent/Condi	0.00	Limits Amendatory -

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			ons		Revised_KE 21522.pdf
Approved	Mailing Address Amended	KE-21523 (10/07)	Endorsement/Amendment/Conditions	0.00	Mailing Address - Amended_KE21523.pdf
Approved	Limits Amendatory - Scheduled	KE-21524 (10/07)	Endorsement/Amendment/Conditions	0.00	Limits - Scheduled_KE21524.pdf
Approved	Business Income and Extra Expense Endorsement	KE-21525 (10/07)	Endorsement/Amendment/Conditions	0.00	Business Income and Extra Expense Endt_KE21525.pdf
Approved	Cancellation Endorsement	KE-21526 (10/07)	Endorsement/Amendment/Conditions	0.00	Cancellation Endt_KE21526.pdf
Approved	Child Abduction Endorsement	KE-21527 (10/07)	Endorsement/Amendment/Conditions	0.00	Child Abduction Endt_KE21527.pdf
Approved	Covered Persons Amendatory - Stringers	KE-21528 (10/07)	Endorsement/Amendment/Conditions	0.00	Covered Persons Amendatory - Stringers_KE21528.pdf
Approved	Covered Persons Amendatory - Sponsored Trips	KE-21529 (10/07)	Endorsement/Amendment/Conditions	0.00	Covered Persons Amendatory - Sponsored trips_KE21529.pdf
Approved	Covered Persons Amendatory -	KE-21530 (10/07)	Endorsement/Amendment	0.00	Covered Persons

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Employee/Local National Limitation	ent/Condi ons	Amendatory - Employee- Local National Limitation_K E21530.pdf
Approved Covered Persons KE-21531 (10/07) Amendatory - Country Restriction/Militar y Base	Endorseme New nt/Amendm ent/Condi ons	0.00 Covered Persons Amendatory - Country Restriction- Military Base_KE215 31.pdf
Approved Covered Persons KE-21532 (10/07) Amendatory - Country Exclusion/Named Exception	Endorseme New nt/Amendm ent/Condi ons	0.00 Covered Persons Amendatory - Country Exclusion_N amed Exceptions_ KE21532.pdf
Approved Covered Persons KE-21533 (10/07) Amendatory - Country Restriction/Name d On Base	Endorseme New nt/Amendm ent/Condi ons	0.00 Covered Persons Amendatory - Country Restriction- Named_On Base_KE215 33.pdf
Approved Covered Persons KE-21534 (10/07) Amendatory - Country Restriction - Limited	Endorseme New nt/Amendm ent/Condi ons	0.00 Covered Persons Amendatory - Country Restriction - Limited_KE2 1534.pdf
Approved Covered Persons KE-21535 (10/07)	Endorseme New	0.00 Covered

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	- Deletion of Local Nationals/Country Restriction		nt/Amendment/Conditions		Persons Amending - Deletion of Local Nationals-Country Restrictions_KE21535.pdf
Approved	Covered Persons KE-21536 (10/07) Amending - Deletion of Local Nationals		Endorsement/Amendment/Conditions	0.00	Covered Persons Amending - Deletion of Local Nationals_KE21536.pdf
Approved	Covered Persons KE-21537 (10/07) Amending - Additional Named Persons		Endorsement/Amendment/Conditions	0.00	Covered Persons-Additional Named Persons_KE21537.pdf
Approved	Covered Persons KE-21538 (10/07) - Named Persons/Specified Period - B		Endorsement/Amendment/Conditions	0.00	Covered Persons-Named Persons-Specified Period-B_KE21538.pdf
Approved	Employee KE-21539 (10/07) Compensation - Deleted		Endorsement/Amendment/Conditions	0.00	Employee Compensation - Deleted_KE21539.pdf
Approved	Employee KE-21540 (10/07) Compensation - Country Restriction		Endorsement/Amendment/Conditions	0.00	Employee Compensation - Country Restriction_

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					KE21540.pdf
Approved	Medical, Death or Dismemberment Coverage - Country Restriction	KE-21541 (10/07)	Endorsement/Amendment/Conditions	0.00	Medical, Death or Dismemberment Coverage - Country Restriction_KE21541.pdf
Approved	Evacuation Amending Coverage	KE-21544 (10/07)	Endorsement/Amendment/Conditions	0.00	Evacuation Amending_Coverage_KE21544.pdf
Approved	Evacuation Coverage	KE-21545 (10/07)	Endorsement/Amendment/Conditions	0.00	Evacuation Coverage_KE21545.pdf
Approved	Expense Amending - Country Restriction	KE-21546 (10/07)	Endorsement/Amendment/Conditions	0.00	Expense Amending - Country Restriction_KE21546.pdf
Approved	Named Insured Amending	KE-21547 (10/07)	Endorsement/Amendment/Conditions	0.00	Named Insured Amending_KE21547.pdf
Approved	Hijack Amending - Legal Costs	KE-21548 (11/06)	Endorsement/Amendment/Conditions	0.00	Hijack Amending-Legal Costs_KE21548.pdf
Approved	Incident Response Amending - Country Restriction	KE-21549 (10/07)	Endorsement/Amendment/Conditions	0.00	Incident Response Amending Endorsement_KE21549.pdf

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Approved	Policy Extension Endorsement	KE-21550 (11/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Policy Extension Endt_KE215 50.pdf
Approved	Policy Renewal Endorsement	KE-21551 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Policy Renewal Endt_KE215 51.pdf
Approved	Products Recall Endorsement	KE-21552 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Products Recall Endt_KE215 52.pdf
Approved	Sub-Limit Endorsement	KE-21553 (11/06)	Endorseme New nt/Amendm ent/Condi ons	0.00	Sub-Limit Endt_KE215 53.pdf
Approved	Territory Amendatory - Named Countries	KE-21554 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Territory Amendatory _KE21554.p df
Approved	Territory Amendatory - Country Restriction	KE-21555 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Territory Amendatory - Country Restriction_ KE21555.pdf
Approved	Threat Assessment Extension	KE-21557 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Threat Assessment KE- 21557.pdf
Approved	Wrongful Detention Amendatory Endorsement	KE-21558 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Wrongful Detention Amendatory _KE21558.p df
Approved	Wrongful Detention Amendatory - Country	KE-21559 (10/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	Wrongful Detention Amendatory - Country

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	Restriction				Restriction_
Approved	Products Recall & Replacement Value Endorsement	KE-23347 (10/07)	Endorsement/Amendment/Conditions	0.00	Products Recall+Replacement Endt_KE23347.pdf
Approved	Covered Persons - Named Persons/Specified Period - A	KE-23348 (10/07)	Endorsement/Amendment/Conditions	0.00	Covered Persons-Named Persons-Specified Period-A_KE23348.pdf
Approved	Named Insured - Amendatory - Scheduled Named	KE-23349 (10/07)	Endorsement/Amendment/Conditions	0.00	Named Insured Amendatory - Scheduled Named_KE23349.pdf
Approved	New Project Reporting Endorsement	KE-23350 (10/07)	Endorsement/Amendment/Conditions	0.00	New Project Reporting Endorsement_KE23350.pdf
Approved	Premium Amendatory Endorsement	KE-23351 (10/07)	Endorsement/Amendment/Conditions	0.00	Premium Amendatory_KE23351.pdf
Approved	Death or Dismemberment, Incident of Terrorism	KE-23352 (10/07)	Endorsement/Amendment/Conditions	0.00	DnD Incident of Terrorism_KE23352.pdf
Approved	Arkansas Amendatory Endorsement	KE-21493 (02/08)	Endorsement/Amendment/Conditions	0.00	AR Amendatory_KE21493.pdf



ace usa

Application for Kidnap & Extortion Insurance

Please read carefully, fully answer all questions below and submit all requested information. This Application, including all materials submitted herewith, shall be held in confidence.

1. a. The Company to be listed as **Named Insured** in Item 1 of the Declarations (the "Company"):

Street Address: _____

City: _____ State: _____ Zip Code: _____

- b. Officer designated to receive correspondence and notices from the Insurer:

(Name of Officer)

(Title)

- c. Website Address: _____

ALL REMAINING QUESTIONS MUST BE ANSWERED FOR THE COMPANY AND ANY SUBSIDIARY OF THE COMPANY

2. Description of business operations:

3. Total Worldwide Revenues (attach latest annual report if applicable): \$ _____
Please note, revenues must be in excess of limits of liability requested.

4. a. Total Worldwide Employees: _____ Check if US/Canada only:
in US/Canada: _____ # outside US/Canada _____

If US/Canada only proceed to 4.c.

- b. List total number of employees based outside the US/Canada by country (attach additional sheet if Applicable):

Country	City	Number of Employees	Number of Directors & Officers

c. List travel or planned travel outside the US/Canada by country:

Country	City	Number of Employees	Frequency of trips	Avg. Duration

5. Describe any preventative or security measures taken for employees located or traveling outside the US/Canada:

6. Current insurance coverage:

Insurance	Carrier	Limits (in MMs)	Premium	Expiration Date
Kidnap & Extortion				

7. Limit of insurance requested:

8. Have you or any person to be covered under this policy ever had an actual, attempted or threatened kidnapping, extortion, detention or hijacking? Yes No
If "YES", attach full details.

It is agreed that if such actual, attempted or threatened kidnapping, extortion, detention or hijacking exists, whether or not disclosed, any claim arising therefrom is excluded from the proposed coverage.

9. **Missouri applicants DO NOT answer this question.** Have you or any person to be covered under this policy ever had this type of insurance declined, cancelled or issued with special conditions? Yes No
If "YES", attach full details.

TO BE COMPLETED BY ALL APPLICANTS

None of the **Insureds** is responsible for or has knowledge of any incident or fact, circumstance or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, except as follows:

If "NONE", please check this box

It is agreed by all concerned that if any of the **Insureds** is responsible for or has knowledge of any fact, circumstance, or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, whether or not described above, any such claim or loss subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

This Application shall be maintained on file by the Insurer, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the proposed Policy.

The persons signing this Application declare that to the best of their knowledge the statements set forth herein and the information in the materials submitted herewith are true and correct and that reasonable efforts have been made to obtain sufficient information from all Insureds to facilitate the proper and accurate completion of this Application for the proposed Policy. Signing of this Application does not bind the undersigned to purchase the insurance, but it is agreed that this Application shall be the basis of the contract should a Policy be issued. The undersigned agrees that if after the date of this Application and prior to the effective date of any Policy based on this Application, any occurrence, event or other circumstance should render any of the information contained in this Application inaccurate or incomplete, then the undersigned shall notify the Insurer of such occurrence, event or circumstance and shall provide the Insurer with information that would complete, update or correct such information. Any outstanding quotations may be modified or withdrawn at the sole discretion of the Insurer.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Insurer under any Policy of a claim or potential claim. All such notices must be submitted to the Insurer pursuant to the terms of the Policy, if and when issued.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE TO ALL OTHER APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS APPLICATION ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

This portion of the application must be signed by an officer of the company.

Signed: _____
Title: _____
Corporation: _____
Date: _____

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

Please submit this Application, when completed, signed and dated to:

ACE USA Specialty Risk
K & E Division
1133 Avenue of the Americas
38th Floor
New York, NY 10036



ace usa

RENEWAL Application for Kidnap & Extortion Insurance

Please read carefully, fully answer all questions below and submit all requested information. This Application, including all materials submitted herewith, shall be held in confidence.

1. a. The Company to be listed as **Named Insured** in Item 1 of the Declarations (the "Company"):

Street Address: _____

City: _____ State: _____ Zip Code: _____

b. Officer designated to receive correspondence and notices from the Insurer:

(Name of Officer)

(Title)

c. Website Address: _____

ALL REMAINING QUESTIONS MUST BE ANSWERED FOR THE COMPANY AND ANY SUBSIDIARY OF THE COMPANY

2. Has there been any change in the nature of your business since last renewal? Yes No
If "YES", please describe below.

3. Total Worldwide Revenues (attach latest annual report if applicable): \$ _____
Please note, revenues must be in excess of limits of liability requested.

4. a. Total Worldwide Employees: _____ Check if US/Canada only:
in US/Canada: _____ # outside US/Canada: _____

b. Have there been any changes since last renewal with regard to foreign locations? Yes No
If "YES", please describe below.

Country	City	Number of Employees	Number of Directors & Officers

- c. Have there been any changes since last renewal with regard to foreign travel or planned travel? Yes No
 If "YES", please describe below.

Country	City	Number of Employees	Frequency of trips	Avg. Duration

5. Has there been any change in prevention or security measures taken for employees located or traveling outside the US/Canada since last renewal? Yes No
 If "YES", please describe below.

TO BE COMPLETED BY ALL APPLICANTS

None of the **Insureds** is responsible for or has knowledge of any incident or fact, circumstance or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, except as follows:

If "NONE", please check this box

It is agreed by all concerned that if any of the **Insureds** is responsible for or has knowledge of any fact, circumstance, or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, whether or not described above, any such claim or loss subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

This Renewal Application shall be maintained on file by the Insurer, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the proposed Policy.

The persons signing this Renewal Application declare that to the best of their knowledge the statements set forth herein and the information in the materials submitted herewith are true and correct and that reasonable efforts have been made to obtain sufficient information from all Insureds to facilitate the proper and accurate completion of this Application for the proposed Policy. Signing of this Renewal Application does not bind the undersigned to purchase the insurance, but it is agreed that this Renewal Application shall be the basis of the contract should a Renewal Policy be issued. The undersigned agrees that if after the date of this Renewal Application and prior to the effective date of any Renewal Policy based on this Renewal Application, any occurrence, event or other circumstance should render any of the information contained in this Renewal Application inaccurate or incomplete, then the undersigned shall notify the Insurer of such occurrence, event or circumstance and shall provide the Insurer with information that would complete, update or correct such information. Any outstanding quotations may be modified or withdrawn at the sole discretion of the Insurer.

The information requested in this Renewal Application is for underwriting purposes only and does not constitute notice to the Insurer under any Policy of a claim or potential claim. All such notices must be submitted to the Insurer pursuant to the terms of the Policy, if and when issued.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE TO ALL OTHER APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF

MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS APPLICATION ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

This portion of the application must be signed by an officer of the company.

Signed: _____
Title: _____
Corporation: _____
Date: _____

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

Please submit this Application, when completed, signed and dated to:

ACE USA Specialty Risk
K & E Division
1133 Avenue of the Americas
38th Floor
New York, NY 10036



ace usa

Kidnap & Extortion Insurance Iraq Supplemental Application

Please fully answer all questions below and submit all requested information. This Supplemental Application, including all materials submitted herewith, shall be held in confidence.

Account Name: _____

1. Total Number of persons based in Iraq _____

2. Nature of Work _____

3. Check if Armed US Military Security at US Military Base at all times
(all work and accommodations on armed US military base; no travel permitted off base; armed US military escort to/from base on arrival/departure)

IF OTHER THAN ABOVE, PLEASE COMPLETE THE FOLLOWING:

4.

Employees		
City	# persons	Length of stay

5. If Baghdad only – is exposure in Green Zone only? Yes No

6. Is travel permitted outside of Green Zone? Yes No
If **yes**, complete travel security information below

7. Method of entering Iraq (air, sea, land) _____

8. Type of Transportation to/from airports/ports etc. _____

9. Details of security provided during such transport (*US Military, Private contractor, local police?*)

Accommodations Security

10. Type of accommodation (i.e. US military base, hotel, protected compound...)

11. Details of security in place for each location (*US Military, Private contractor, local police?*)

12. Where are security teams recruited from? _____

13. Are background checks performed? Yes No

14. # of security detail assigned _____

15. Are security teams armed? Yes No
If **yes**, describe below:

16. Nearest 24 hour US military detachment for each location: _____

Job Site Security

17. Describe job site and location

18. Details of security in place for each location (*US Military, Private contractor, local police?*)

19. Where are security teams recruited from? _____

20. Are background checks performed? Yes No

21. # of security detail assigned _____

22. Are security teams armed? Yes No
If **yes**, describe below:

23. Nearest 24 hour US military detachment for each location: _____

Travel Security Information

24. Is travel permitted within country? Yes No
If **yes**, complete below:

25. <i>Originating location</i>	<i># persons</i>	<i>Destination</i>

26. Average number of sites visited day/week: _____

27. Average transit time from accommodations to work sites: _____

28. Average distance from accommodations to work sites: _____

29. Armed US Military escorts only? Yes No
If **no**, complete information below

30. Details of travel security arrangements _____

31. Where are security teams recruited from? _____

32. Are background checks performed? Yes No

33. Are teams armed? Yes No

If **yes**, describe:

34. Type of vehicle

Armored? Yes No
Level of armoring _____

35. Overt or discreet security on routes? _____

36. # vehicles in convoy _____

37. # of security detail per vehicle (not including driver) _____

38. Are personnel assigned permanent protection team at all times, or are certain areas considered to be safe?

Describe any other special security arrangements for personnel.

This Supplemental Application shall be maintained on file by the Insurer, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the Application and the proposed Policy.

This portion of the Supplemental Application must be signed by an officer of the company.

Signed: _____

Title: _____

Corporation: _____

Date: _____

A POLICY CANNOT BE ISSUED UNLESS THE SUPPLEMENTAL APPLICATION IS PROPERLY SIGNED AND DATED.

Please submit this Supplemental Application, when completed, signed and dated to:

ACE USA Specialty Risk
K & R Division
1133 Avenue of the Americas
41st Floor
New York, NY 10036



Corporate Kidnap And Extortion Insurance Policy Declarations

Policy Number: _____		
I. Named Insured: _____		
II. Mailing Address: _____ _____ _____		
III. Policy Period: When coverage begins: _____ 12:01 A.M. Local Standard Time When coverage ends: _____ 12:01 A.M. Local Standard Time		
IV. Premium Payment Plan: _____		
V. Currency: US Dollar Premium: \$_____		
VI. Covered Loss Insurance applies only to those Covered Losses for which a Limit of Insurance is shown, below:		
<u>Covered Loss</u>	<u>Limits of Insurance</u>	<u>Annual Aggregate</u>
Extortion/Ransom Monies Payment	\$_____ Each Loss	\$_____ Annual Aggregate
Intransit Extortion/Ransom Monies Loss	\$_____ Each Loss	\$_____ Annual Aggregate
Expenses	\$_____ Each Loss	\$_____ Annual Aggregate
Medical Death or Dismemberment	\$_____ Each Covered Person	\$_____ Aggregate (All Covered Persons Per Covered Event)
Legal Costs	\$_____ Each Loss	\$_____ Annual Aggregate
Incident Response	\$_____ Each Loss	\$_____ Annual Aggregate
VII. Deductible: \$_____		

VIII. Endorsements attached at issuance:

These Declarations apply for the **Policy Period** shown above. Together with the Policy sections for Coverage, Definitions, Exclusions, Conditions Precedent to Our Liability, General Policy Conditions and Endorsements, these Declarations complete your Policy. For renewal **Policy Periods**, all Endorsements for the expiring **Policy Period** continue in full force and effect unless specifically deleted.

Name and Mailing Address of Producer:

DATE: _____

Authorized Representative



Introduction

This is your Corporate Kidnap And Extortion Insurance Policy. It offers protection designed to meet today's complex insurance needs. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

How To Read This Policy

This Policy is keyed to the coverages shown in the Declarations. You have only those coverages for which a limit or other specification is shown in Item VI of the Declarations.

This Policy may provide several different kinds of coverage. The Policy explains the coverages shown in the Declarations, and includes certain extensions of coverage that may apply.

Whenever a loss occurs or a claim is to be presented, there are certain things you must do to help us settle the claim. These are described in the **CONDITIONS PRECEDENT TO OUR LIABILITY** and the **GENERAL POLICY CONDITIONS** sections of your Policy. These sections give you information as to your obligations to us should a **Covered Event** occur, when and where the Policy will be in effect, the payment of premiums, changes in the Policy and termination. The **GENERAL POLICY CONDITIONS** also contains other important information about the Policy.

You, Your, We, Us, And Our

Throughout the Policy the terms "you" and "your" mean the person(s) or organization(s) defined in the Policy. "We," "us," and "our" mean the insurance company issuing the Policy. Besides you, there may be other people "insured" under certain parts of the Policy.

Words In Bold Face Type

Words and phrases that appear in **bold** face type have the special meanings given to them and are defined in Section III, **DEFINITIONS**, of the Policy.

By signing and delivering the Policy to you, or upon countersigning, where required by our authorized representative, we state that it is a valid contract.

CORPORATE KIDNAP AND EXTORTION INSURANCE

In consideration of the payment of the premium and in reliance upon the **Application** and all representations, materials, and information made or submitted by you or your representative(s) in connection therewith, we agree to indemnify you for **Covered Losses** sustained directly as a result of **Covered Events** which occur during the **Policy Period**, and subject to the Declarations, terms, conditions, limitations and exclusions of this Policy. You agree to pay the premium, supply designated information, and comply with the provisions of this Policy.

I. COVERED EVENT

Subject to the provisions of Section II, **COVERED LOSS**, Section V, **LIMITS OF LIABILITY**, and any Deductible shown in Item VII of the Declarations, coverage is afforded under this Policy for one or more of the **Covered Losses** identified in Item VI of the Declarations arising solely and directly from the following specific **Covered Events** that commence during the **Policy Period**:

- A. Kidnap**
- B. Extortion**
- C. Wrongful Detention**
- D. Hijack**

II. COVERED LOSS

If a **Covered Event** commences during the **Policy Period**, we will indemnify you for the following, subject to Section VI, **CONDITIONS PRECEDENT TO OUR LIABILITY**:

A. EXTORTION/RANSOM MONIES PAYMENT

We will reimburse you for **Extortion/Ransom Monies** paid by you or a **Covered Person(s)** resulting directly from the following **Covered Events** commencing during the **Policy Period**:

- 1. Kidnap** or purported **Kidnap**; and
- 2. Extortion** upon you or a **Covered Person(s)**.

B. IN-TRANSIT EXTORTION/RANSOM MONIES

We will reimburse you for the loss of **Extortion/Ransom Monies** resulting directly from confiscation, destruction, disappearance, wrongful appropriation, seizure or usurpation while such **Extortion/Ransom Monies** are being conveyed, as a result of a **Kidnap** or **Extortion**, by anyone who is authorized by you or a **Covered Person(s)** to have custody thereof; *provided*, that the **Kidnap** or **Extortion** that gave rise to the conveyance is a **Covered Event** under this Policy.

C. EXPENSES

We will reimburse you for the amount paid by you for **Expenses** resulting directly from a **Covered Event** commencing during the **Policy Period**.

D. LEGAL COSTS

- 1.** We will pay, with respect to any **Suit** brought against you by a **Covered Person** as a direct result of a **Kidnap**, **Extortion**, or **Wrongful Detention** occurring during the **Policy Period**, those sums that you become legally obligated to pay as damages as a result of a judgment or settlement (with our prior approval) of such a **Suit**.

2. We will have the right to investigate, negotiate, or settle any such claim or **Suit** or to take over the conduct of the defense thereof, and you will cooperate with us to these ends, pursuant to Section VII, subsection B, of this Policy.

E. MEDICAL DEATH OR DISMEMBERMENT

As a result of a **Covered Event**:

1. we will reimburse you for reasonable and customary medically necessary hospital, surgical, and other medical and dental expenses incurred by a **Covered Person(s)**, and/or paid by you within thirty-six (36) months following either the release of such **Covered Person(s)** or the last reasonably credible **Extortion** threat occurring during the **Policy Period**, including:
 - a. any reasonable and customary medically necessary costs for care by a neurologist, psychologist or psychiatrist and expense of confinement for such care; and
 - b. cosmetic surgery which is required to correct any permanent disfigurement sustained by a **Covered Person(s)** directly as a result of a **Covered Event**.

“Reasonable and customary” charges are those that are the same as, or compare fairly with, charges made for similar services or supplies to individuals with similar medical or dental conditions in the same geographic area in which the **Covered Person(s)** resides;

2. If a **Covered Person(s)** loses his/her life or suffers any **Bodily Injury**, we will pay the following percentages of the benefit amount(s) listed in Item VI of the Declarations:

Loss of Life	100% of Benefit
Complete physical severance of the hand or foot; Irrecoverable loss of sight of an eye; Total permanent paralysis; or Total permanent disability of any limb	100% of Benefit
Loss of any finger; or Complete physical severance of one half or more of a toe, nose, ear or genitalia	50% of Benefit

No more than 100% of the amounts stated in Item VI of the Declarations for Medical Death or Dismemberment will be paid for Bodily Injury to any one Covered Person.

F. INCIDENT RESPONSE

We will reimburse you for:

1. reasonable and customary fees and expenses of Neil Young Associates, Inc. or of other independent security consultants retained by you for the exclusive function of responding to a **Covered Event**, *provided* that we have given our prior consent to the use of such other independent security consultant(s); and
2. any other reasonable and customary fees and expenses of other specialist consultants retained by you for the exclusive function of responding to a **Covered Event**, including but not limited to, public relations consultants or private investigation consultants, provided we have given our prior consent to the use of such specialist consultant.

No Limit of Insurance or Deductible will apply for Incident Response Expenses.

III. DEFINITIONS

The following words, when used in this Policy, have these meanings:

- A. Application** means all applications, including any attachments thereto, and all other information and materials submitted by you or on your behalf to us in connection with our underwriting this Policy, or any policy of which this Policy is a renewal, replacement or which it succeeds in time.
- B. Bodily Injury** means death of or physical injury to a **Covered Person(s)** sustained as a direct and sole result of a **Covered Event**.
- C. Covered Event** means those events shown in Section I, **COVERED EVENT**, or a series of connected acts thereof. If it is evident from the demand(s), or the making of such demand(s), that **Kidnaps** and/or **Extortions** and/or **Detentions** and/or **Hijacks** are or were carried out in furtherance of one another, they shall be deemed to be connected and to constitute a single **Covered Event**. In no event shall we have any liability nor shall there be any coverage under this Policy with respect to a series of **Kidnaps** and/or **Extortions** and/or **Detentions** and/or **Hijacks**, the first of which commenced before the **Policy Period** of this Policy.
- D. Covered Loss** means any **Expense**, payment, cost, benefit or other covered expenditure as described under this Policy sustained directly as a result of a **Covered Event**.
- E. Covered Person(s)** means:
1. directors, officers and employees of the **Named Insured** and any **Subsidiary**.
 2. a spouse or domestic partner, child (including step, adopted, foster, spouse of married child, or child's domestic partner), parent (including step or in-law), sibling (including step, half, foster, adopted, or in-law), niece, nephew, aunt, uncle, lineal ancestor or descendant, or spouse or domestic partner of a lineal ancestor or descendant, of a person(s) named in paragraph 1 above;
 3. any person visiting the home of, or normally domiciled in the home of, a person(s) named in paragraph 1 above, and any person or customer of yours while on your **Property** or while traveling with any person(s) named in paragraph 1 above; and
 4. any person(s) authorized by you or by a **Covered Person** to deliver the **Extortion/Ransom Monies**.
- F. Employee Compensation** means the total gross salary including bonuses, commissions, welfare and benefits contributions and any other contributions and allowances contractually due to (a) a **Covered Person**, (b) an individual newly hired to conduct the specific duties of the **Covered Person** while the **Covered Person** is the victim of a **Kidnap** or a **Wrongful Detention**, and/or (c) an individual who leaves his/her employment in order to assist in the negotiation of the release of the **Covered Person** and who has been specifically designated by you to so assist.
- G. Expense** means only the following:
1. As a direct result of a **Covered Event**, only the:
 - a. reasonable payment by you to an **Informant** who contributes to the resolution of the **Covered Event**;
 - b. reasonable and customary loan costs incurred by you from a financial institution for obtaining money to be used for **Extortion/Ransom Monies** payments;
 - c. reasonable and customary travel and accommodation costs incurred by you or a **Covered Person(s)** as follows:

- i. directly related to the resolution of a **Covered Event**;
 - ii. for a **Covered Person** who is the victim of a **Kidnap, Hijack** or **Wrongful Detention** to join his/her immediate family upon his/her release, and the travel accommodation costs, including lodging and meals, of a newly hired individual to replace the **Covered Person** who is a victim of a **Kidnap, Hijack** or **Wrongful Detention**. These costs will apply only once per **Covered Person(s)** and replacement person(s); and/or
 - iii. to evacuate, a **Covered Person** and/or his or her spouse and/or children living in the same household as the **Covered Person** who is the victim of a **Kidnap, Hijack** or **Wrongful Detention**;
 - d. **Employee Compensation** paid by you:
 - i. up to thirty (30) days after the release of the **Covered Person(s)** from a **Kidnap, Hijack** or **Wrongful Detention**; or
 - ii. up to discovery of the death of the **Covered Person(s)**; or
 - iii. up to one hundred twenty (120) days after we receive the last reasonably credible evidence that the **Covered Person(s)** is still alive; or
 - iv. up to sixty (60) months after the date of the **Kidnap, Hijack** or **Wrongful Detention** if the victim has not been released;
 - e. **Personal Financial Loss** suffered by a **Covered Person(s)**;
 - f. reasonable and necessary fees and expenses of a qualified interpreter retained directly to assist you in resolving a **Covered Event**;
 - g. reasonable and necessary expenses of independent forensic analysts engaged by you;
 - h. increased costs of security resulting directly from **Kidnap, Extortion** threats, or **Hijacking** including, but not limited to, hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to ninety (90) consecutive days, *provided* that Neil Young Associates, Inc. or other independent security consultant has specifically recommended such security measures;
 - i. job retraining costs for a **Kidnap, Wrongful Detention**, or **Hijack** victim, including, but not limited to, the salary of the **Kidnap, Wrongful Detention**, or **Hijack** victim while being retrained, and costs of external training courses;
 - j. reasonable rest and recovery expenses, including travel, lodging, meals and recreation, for a **Covered Person(s)** who is a victim of a **Kidnap, Hijack** or **Wrongful Detention**, with his/her spouse and/or children, for a period not exceeding thirty (30) consecutive days, and incurred by you within six (6) months following the conclusion of the **Covered Event**; *provided, however*, that we will pay no more than \$100,000 for all victims and family members for any one **Covered Event**; and
 - k. other reasonable and customary expenses incurred by you directly related to negotiating the release of a **Covered Person**.
2. As regards **Hijack** only:
- a. Reasonable and customary costs paid by you for:
 - i. Landing, takeoff, or docking fees;

- ii. refueling charges; and
- iii. costs incurred by you to transport, at economy fares, all occupants of a hijacked conveyance to their final, ticketed destination should the original vehicle or craft be rendered inoperable,

provided such costs are directly as a result of the **Hijack**.

- H. **Extortion** means a threat or series of threats to **Kidnap**, cause **Bodily Injury**, **Property Damage**, or **Product Adulteration**, or disclose your **Proprietary Information**, including any personal, private, or confidential information about you or a **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition not to carry out such threat.
- I. **Extortion/Ransom Monies** means consideration for the return of a **Kidnap** victim or consideration to terminate or end an **Extortion**, paid to a person(s) believed to be responsible for the **Kidnap** or **Extortion**, including, but not limited to, cash, securities, marketable goods or services, property, or monetary instruments.
- J. **Hijack** means the commandeering of an airplane, train or watercraft by coercion or duress. **Hijack** also means to commandeer a motor vehicle by coercion or duress for a period in excess of six hours.
- K. **Informant** means any person, other than the **Covered Person(s)**, providing information not otherwise obtainable, solely in return for compensation.
- L. **Kidnap** means the illegal abduction and holding hostage of one or more **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition of release. A **Kidnap** in which more than one **Covered Person(s)** is abducted will be considered a single **Kidnap**.
- M. **Named Insured** means the organization named in Item I of the Declarations.
- N. **Personal Financial Loss** means financial loss suffered by a **Covered Person(s)** solely and directly as the result of the physical inability of a **Covered Person(s)** to attend to personal financial matters while a victim, and as a direct result, of a **Covered Event**.
- O. **Policy Period** means the time period stated in Item III of the Declarations of this Policy.
- P. **Product Adulteration** means the intentional act of contaminating, polluting, or rendering harmful or unfit for their intended use, products or goods manufactured, handled or distributed by you, or publicity implying or stating the same.
- Q. **Property** means any building and contents or equipment (fixed or mobile) owned or leased by you as a place to conduct business or a residence occupied by any director officer or employee and for which you or the **Covered Person(s)** is legally liable.
- R. **Property Damage** means physical loss of or damage to tangible **Property** or electronic data, including the corruption or modification of data or denial of access to computer or network services.
- S. **Proprietary Information** means any information which you maintain as a trade secret and includes methods, processes, devices and techniques particular to the conduct of your business.
- T. **Subsidiary** means any entity in which the **Named Insured**:
 1. owns interests representing 50% or more of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership; or
 2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of the board of directors if such

entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership.

- U. **Suit** means a civil lawsuit or arbitration arising from a **Covered Event**, provided that such proceeding is brought within twelve (12) months after the release or death of a kidnapped or detained **Covered Person(s)** or the last reasonably credible **Extortion** threat occurring during the **Policy Period**, but in no event longer than sixty (60) months after the inception of the **Kidnap, Extortion or Wrongful Detention**.
- V. **Wrongful Detention** means the arbitrary or capricious act of confining or detaining a **Covered Person(s)** against his/her will for whatever reason, whether by local governmental authorities or those purporting to act on behalf of local governmental authorities, or by those acting or purporting to act on behalf of any insurgent party, organization or group. A **Wrongful Detention** in which more than one **Covered Person(s)** is detained will be considered a single **Wrongful Detention**.

IV. EXCLUSIONS

This Policy does not apply to any loss, cost, damage, injury, liability, obligation, or expense resulting directly or indirectly from:

- A. Any fraudulent, illegal, or dishonest act committed by you, a **Covered Person(s)** or any person you authorize to have custody of **Extortion/Ransom Monies**; or
- B. Monies or property surrendered away from the **Property** in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **Extortion** or demand for **Extortion/Ransom Monies** previously communicated to you or to the **Covered Person**; or
- C. Monies or property surrendered on the **Property** unless brought onto the **Property** after receipt of the **Extortion**, or demand for **Extortion/Ransom Monies**, for the purpose of paying such demand; or
- D. Regarding **Wrongful Detention** only:
 - 1. A **Covered Person(s)** in direct employment of a government, military intelligence, or law enforcement agency; or
 - 2. Any violation by you or a **Covered Person(s)** of the laws of the country of residence or where a **Covered Person(s)** is traveling. This would include a failure by you or a **Covered Person(s)** to maintain all legally required travel documents. However, this exclusion will not apply to any detention resulting from allegations that are deliberately false, fraudulent, and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of you or a **Covered Person(s)**.

You agree to reimburse us for any payments made hereunder by us which are ultimately determined not to be covered because of the application of this exclusion.

- E. Fines, penalties, punitive, or exemplary damages, or the multiple part of multiplied damages.

V. LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY

- A. For each **Covered Loss**, the maximum limit and aggregate limit of our liability hereunder will not exceed the corresponding amounts set forth in Item VI of the Declarations by reason of any **Covered Event**, except as stated herein, regardless of the number of **Covered Person(s)** under the Policy. All **Covered Losses** arising from a **Covered Event** will be deemed to have been incurred during the **Policy Period** in which the **Covered Event** commenced.

- B. Regardless of the number of years this Policy continues in force, and of the number of premiums which will be payable or paid or of any other circumstances whatsoever, our liability under this Policy with respect to any **Covered Loss(es)** will not be cumulative from year to year or **Policy Period to Policy Period**. When there is more than one **Covered Person**, the aggregate Limit of Liability under this Policy for **Covered Losses** sustained by any or all of them will not exceed the amount for which we would be liable if all such **Covered Losses** were sustained by any one of them.

VI. CONDITIONS PRECEDENT TO OUR LIABILITY

In the event of a **Covered Event**:

- A. You must provide us, or any of our authorized agents, as soon as practicable, with written and oral notice containing particulars sufficient to identify you and also reasonably obtainable information with respect to the time, place and circumstances of the **Covered Event**, and the names and addresses of the victim(s) and of available witnesses.
- B. You also must provide us with periodic and timely updates along with detailed reports of all significant events relating to the **Covered Event**.
- C. You must investigate all reasonably obtainable information and determine whether a **Covered Event** has actually occurred and is not a hoax, prior to any liability attaching under this Policy.
- D. Prior to the payment of any **Extortion/Ransom Monies' Expenses**, you first must have approved payment of such **Extortion/Ransom Monies**.

VII. GENERAL POLICY CONDITIONS

A. INSPECTION AND AUDIT

We may examine and audit your books and records at any time during the **Policy Period** and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

B. ASSISTANCE AND COOPERATION

- 1. If claim is made or **Suit** is brought against you, as set forth in Section II, **COVERED LOSS**, subsection D, **LEGAL COSTS**, you will immediately forward to us every demand, notice, summons or other process received by you or your representative. You will also:
 - a. Not admit liability in any such **Suit**; and
 - b. Cooperate with us in conducting the defense of any such **Suit**. We will have the right, but not the duty, to investigate, negotiate or settle any such **Suit** or to take over the conduct of the defense thereof, and you will cooperate with us to these ends.
- 2. You and any other **Covered Person(s)** will cooperate with us and, upon our request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you because of injury or damage with respect to which insurance is afforded under this Policy, and you will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You or any other **Covered Person(s)** will not, except at your own cost, voluntarily make payment, assume any obligation or incur any expense other than for first aid to others at the time of a **Covered Event**.

C. EXAMINATION UNDER OATH

As often as may be reasonably required, you or any other **Covered Person(s)** will submit to examinations under oath by any person named by us; and, as often as may be reasonably required, you or any other **Covered Person(s)** will produce for examination all books of account, vouchers, bills,

invoices, schedules, accounting information, and any documentation relating to your **Covered Loss**, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by us or our representative, and will permit extracts and copies thereof to be made.

D. LEGAL ACTION AGAINST US

You or any other **Covered Person(s)** may not bring any legal action against us involving a **Covered Loss** unless and until:

1. You have complied with the all of the terms of this Policy;
2. ninety (90) days after you have notified us of the existence of a **Covered Event**; and
3. brought within two (2) years from the date you reported the **Covered Event** to us.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

E. OTHER INSURANCE

The insurance afforded by this Policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and you or any other **Covered Person(s)** have other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this Policy will not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the **Covered Loss** on the same basis, whether primary, excess or contingent, we will not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below.

1. **Contribution by Equal Shares.** If all of such other applicable insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such **Covered Loss** than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the **Covered Loss** is paid, and with respect to any amount of **Covered Loss** not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the **Covered Loss** is paid.
2. **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such **Covered Loss** than the applicable limit of liability under this Policy for such **Covered Loss** bears to the total applicable limit of liability of all applicable insurance against such **Covered Loss**.

F. TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US

You must transfer to us all your rights of recovery against any person or organization for any **Covered Loss** you sustained and for which we have paid or settled. You and each **Covered Person** also must do everything necessary to secure those rights and do nothing after a **Covered Loss** to impair them.

G. RECOVERIES

In the event of any payment under this Policy, all recoveries, less the actual cost to us of recovery, will be distributed first to us for all amounts paid by us under this Policy, and then to you to the extent there are any remaining monies from such recoveries.

H. ASSIGNMENT

Assignment of interest under this Policy will not bind us until our consent is endorsed hereon.

I. TERMINATION OF POLICY

1. The **Named Insured** may terminate this Policy by mailing or delivering to us advance written notice of termination.
2. We may terminate this Policy by mailing or delivering to the **Named Insured** written notice of termination at least:
 - a. 10 days before the effective date of termination if we terminate for nonpayment of premium; or
 - b. 90 days before the effective date of termination if we terminate for any other reason.
3. We will mail or deliver our notice to the **Named Insured's** last mailing address known to us.
4. The notice of termination will state the effective date of termination. The **Policy Period** will end on that date.
5. If this Policy is terminated, we will send the **Named Insured** any premium refund due. If we terminate, we shall refund the unearned premium computed pro rata. If the **Named Insured** terminates, then we shall refund the unearned premium computed at the customary short rate. The termination will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. CONCEALMENT, MISREPRESENTATION AND FRAUD

This entire Policy is void if:

1. you have concealed or misrepresented any material fact or circumstance in the procurement of, or concerning, this insurance, including within the **Application**; or
2. you make any attempt to defraud us either before or after a **Covered Loss**; or
3. you have concealed or misrepresented any material fact or circumstance in connection with any claim.

K. APPRAISAL

If we cannot agree with you on the amount of the **Covered Loss**, either of us can demand that the following procedure be used to determine the amount.

1. You or we will request in writing that the dispute be submitted to appraisal within sixty (60) days from the time we receive your proof of **Covered Loss**. Each of us will then select an appraiser and notify the other of that choice within twenty (20) days of the initial request.
2. The appraisers will select an impartial umpire. If they cannot agree on an umpire within fifteen (15) days either you or we can ask that an umpire be appointed by a judge presiding in the Supreme Court of the State of New York in and for the County of New York or the United States District Court for the Southern District of New York.
3. The appraisers will appraise each item of **Covered Loss**. If they cannot agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of the **Covered Loss**. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

L. CHANGES

Notices to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this Policy or stop us from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

M. DEDUCTIBLE

If a deductible is shown in Item VII of the Declarations, we subtract the amount of the deductible from the amount of your **Covered Loss**. The deductible applies separately for each **Covered Loss**. We will only pay for a **Covered Loss** when it is in excess of the deductible amount.

N. CHOICE OF LAW AND FORUM

The construction, validity and performance of this Policy will be governed by the laws of the State of New York and the federal laws of the United States of America, without reference to any of their choice of law provisions. We and you hereby expressly agree that, with the exception of appraisal pursuant to Section VII, subsection K, **APPRAISAL**, all claims and disputes will be brought for adjudication either in the Supreme Court of the State of New York in and for the County of New York or in the United States District Court for the Southern District of New York.

O. DUE DILIGENCE

You and all **Covered Person(s)** will exercise due diligence in doing all things to avoid or reduce any **Covered Loss** under this Policy.

P. CONFIDENTIALITY

You and all **Covered Person(s)** insured under this Policy will make all reasonable efforts not to disclose the existence of this insurance.

Q. TERRITORY

This Policy applies to **Covered Events** occurring anywhere in the world unless specifically limited by endorsement or restricted by law.

R. CURRENCY OF COVERED LOSS(ES) PAYMENT

If your **Covered Loss** involves currency other than the currency of the United States of America, we will not reimburse or pay you for more than the United States dollar equivalent of the foreign currency based on the rate of exchange published in the *Wall Street Journal* on the date that the **Covered Loss** was incurred.

S. AUTHORIZATION

By acceptance of this Policy, the **Named Insured** agrees to act on behalf of any of its **Subsidiaries** with respect to the giving and receiving of any return premiums that may become due under this Policy, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this Policy; and these **Subsidiaries** agree that the **Named Insured** will act on their behalf.

T. CONSOLIDATION-MERGER

If, during the **Policy Period**, the **Named Insured** acquires voting securities in another organization or creates another organization which as a result of such acquisition or creation becomes a **Subsidiary**, or acquires any organization by merger into or consolidation with the **Named Insured**, then, subject to the terms and conditions of this Policy including this subsection T such organization and its **Covered Persons** shall be covered under this Policy but only with respect to **Covered Events** taking place after such acquisition or creation.

If the total assets of such acquired or created organization, as reflected in the then most recent consolidated financial statements of the organization, exceed 10% of the total assets of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, coverage shall be provided for such acquired or created organization and its **Covered Persons** for a period of 30 days after the effective date of such acquisition or creation, or until the end of the **Policy Period**, whichever is earlier, so long as the **Named Insured** gives written notice of such acquisition or creation to us prior to the end of the **Policy Period**. Coverage otherwise afforded under this paragraph for such acquired or created organization and its **Covered Persons** shall terminate 30 days after the effective date of such acquisition or creation, or at the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** agrees to and pays any additional premium required by us, and agrees to any additional terms and conditions of this Policy as required by us.

In no event, however, shall we have any liability nor shall there be any coverage under this Policy with respect such acquired or created organization and its **Covered Persons** arising out of a **Covered Event** or a threat of a **Covered Event** which commenced prior to the acquisition or creation of the organization.

U. SEVERABILITY, CONSTRUCTION, AND CONFORMANCE TO STATUTE

1. If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this Policy.
2. If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent of compatible with applicable law.
3. Any provisions of this Policy which are in conflict with the statutes or regulations of the state or country wherein this Policy is issued are hereby amended to conform to such statutes or regulations.

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD FIRE AND MARINE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE INDEMNITY INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE AMERICAN INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

INSURANCE COMPANY OF NORTH AMERICA
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

PACIFIC EMPLOYERS INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE FIRE UNDERWRITERS INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


GEORGE D. MULLIGAN, Secretary


JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


DENNIS A. CROSBY, JR., President

Authorized Agent



ace usa

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Cap On Losses From Certified Acts Of Terrorism

A. Cap On Certified Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

We are providing you with the terrorism coverage required by the Act. We have not established a separate price for this coverage; however the portion of your annual premium that is reasonably attributable to such coverage is: **\$0.**

Authorized Agent

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Additional Named

It is agreed that for the additional premium paid of \$ _____, effective _____, Endorsement No. _____, Covered Persons – _____, is amended by the addition of the following person(s):

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Expanded Definition

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**, and _____ of the **Named Insured**, but only while working on behalf the **Named Insured** and only for a demand made solely against the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country/Persons Limitation - A

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, coverage under this Policy is restricted to no more than _____ such directors, officers or employees located in _____ at any one time.

Coverage for more than _____ directors, officers or employees located in _____ at any one time may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such directors, officers or employees and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country/Persons Limitation B

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**, and _____ of the **Named Insured**, but only while working on behalf of the **Named Insured** and only for a demand made solely against the **Named Insured**.

However, this Policy will provide coverage for _____ in _____ at any time during the **Policy Period**.

Coverage for more than _____ in _____ at any one time may only be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such contractors and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Named Persons

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means:

- 1.
- 2.

Coverage for additional **Covered Person(s)** may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such persons and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Named Persons – Territory Restriction

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means:

- 1.
- 2.

Provided, however, this Policy does not provide coverage for any **Covered Person** while that **Covered Person** is in _____, except for the following **Covered Person(s)**:

- 1.
- 2.

Coverage in _____ for more than the persons stated above may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such persons, and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Named Insured Amendatory – Additional Named

It is agreed that the **Named Insured** as stated on the Declarations is amended by the addition of the following entity:

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Named Insured Amendatory – Subsidiary

It is agreed that the **Named Insured** as stated on the Declarations page is deleted in its entirety and the following is inserted:

- I. **Named Insured:** . **Named Insured** also means any **Subsidiary**.
2. Section II, Definitions, is amended to add the following:
 - **Subsidiary** means any entity in which the **Named Insured:**
 1. owns interests representing 50% or more of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership; or
 2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Limits Amendatory - Revised

It is agreed that Section VI of the Declarations page, **Covered Loss**, is deleted in its entirety and the following is inserted:

Insurance applies only to those Covered Losses for which a Limit of Insurance is shown, below:		
<u>Covered Loss</u>	<u>Limits of Insurance</u>	<u>Annual Aggregate</u>
Extortion/Ransom Monies Payment	\$ _____ Each Loss	\$ _____ Annual Aggregate
Intransit Extortion/Ransom Monies Loss	\$ _____ Each Loss	\$ _____ Annual Aggregate
Expenses	\$ _____ Each Loss	\$ _____ Annual Aggregate
Medical Death or Dismemberment	\$ _____ Each Covered Person	\$ _____ Aggregate (All Covered Persons Per Covered Event)
Legal Costs	\$ _____ Each Loss	\$ _____ Annual Aggregate
Incident Response	\$ _____ Each Loss	\$ _____ Annual Aggregate

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Mailing Address Amended

It is agreed that the Mailing Address as stated on the Declarations is deleted in its entirety and the following is inserted:

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Limits Amendatory - Scheduled

It is agreed that Section VI of the Declarations page, **Covered Loss**, is amended as follows, solely with respect to
:

<u>Covered Loss</u>	<u>Limits of Insurance</u>	<u>Annual Aggregate</u>
Extortion/Ransom Monies Payment	\$ _____ Each Loss	<u>Nil</u> Annual Aggregate
Intransit Extortion/Ransom Monies Loss	\$ _____ Each Loss	<u>Nil</u> Annual Aggregate
Expenses	\$ _____ Each Loss	<u>Nil</u> Annual Aggregate
Legal Costs	\$ _____ Each Loss	<u>Nil</u> Annual Aggregate

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Business Income and Extra Expense Endorsement

- Section III, Definitions, subsection G, **Expense**, is amended to add the following:
 - Business Income and Extra Expense** loss sustained by you due to the necessary suspension of your **Operations**:
 - as a result of a **Kidnap, Extortion** or **Wrongful Detention** occurring to you or at a location neighboring your **Operations**; or
 - caused by action of **Civil Authority** that prohibits access to your **Operations** caused by or resulting from a **Kidnap, Extortion** or **Wrongful Detention**. This coverage will apply for a period of up to thirty (30) days from the date of that action.
- Section III, Definitions, is amended to add the following:
 - Auditors Fees** means the reasonable and customary fees you are obligated to pay your independent accountants or auditors for producing and certifying particulars of your business expenses, profits or losses when required by us to determine the **Business Income** loss and/or necessary **Extra Expense** loss caused by or resulting from a **Kidnap, Extortion** or **Wrongful Detention**.
 - Business Income** means the:
 - Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
 - Continuing normal operating expenses, including **Ordinary Payroll**, incurred.
 - Civil Authority** means the United States Department of State of similar authority of the country of which you or the **Covered Person(s)** are a citizen
 - Extra Expense** means necessary expenses, including **Auditors Fees**, that you incur during a **Kidnap, Extortion** or **Wrongful Detention** that you would not have incurred if there had been no **Kidnap, Extortion** or **Wrongful Detention**. We will pay any **Extra Expense** to avoid or minimize the suspension of business as a result of a **Kidnap, Extortion** or **Wrongful Detention** and to continue **Operations**:
 - At your place of business; or
 - At replacement locations or at temporary locations, including relocation.
 - Ordinary Payroll** means the entire payroll expenses for all your employees except officers, executives, department managers, employees under contract and other key employees.
 - Operations** means the type of business activities you conduct at your **Property**.

3. Solely with respect to the coverage for **Business Income** and **Extra Expense** loss, Section VII, General Policy Conditions, is amended to add the following:

- **Loss Determination (Business Income And Extra Expense Loss)**

1. The amount of **Business Income** loss will be determined based on:

- a. The net income of the business before the **Kidnap, Extortion or Wrongful Detention** occurred;
- b. The likely net income of the business had no incident occurred;
- c. The operating expenses, including **Ordinary Payroll** expenses, necessary to resume **Operations** with the same quality of service that existed just before the **Kidnap, Extortion or Wrongful Detention**; and
- d. Other relevant sources of information, including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.

2. The amount of **Extra Expense** loss will be determined based on:

- a. All expenses that exceed the normal operating expenses that would have been incurred by **Operations** during the **Kidnap, Extortion or Wrongful Detention** if no **Kidnap, Extortion or Wrongful Detention** had occurred. We will deduct from the total of such expenses the salvage value that remains of any **Property** bought for temporary use during the **Kidnap, Extortion or Wrongful Detention** once **Operations** are resumed; and
- b. All necessary expenses that reduce the **Business Income** loss that otherwise would have been incurred.

4. **Limits of Liability**

a. The most we will pay for loss of **Business Income** and **Extra Expense** is the lesser of:

1. The amount of Loss sustained during the Period of Indemnity, stated in the Declarations, immediately following the **Kidnap, Extortion or Wrongful Detention**; or
2. The applicable Limit of Insurance shown in the Declarations. The most that we will pay for loss of **Business Income** and **Extra Expense** is the Limit of Insurance for **Business Income** and **Extra Expense** shown in the Declarations. This Limit of Insurance for **Business Income** and **Extra Expense** is a sub-limit, and is included within, and not in addition to, the Limit of Insurance for **Expenses** shown in the Declarations.

b. The most we will pay for loss of **Business Income** and **Extra Expense** in each twenty-four (24) hour period following a **Kidnap, Extortion or Wrongful Detention** is the applicable Daily Limit of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Cancellation Endorsement

It is agreed that the Policy is cancelled, effective _____ (at 12:01 A.M. local time at the address of the **Named Insured** as stated on the Declarations).

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Child Abduction Endorsement

1. Section I, **COVERED EVENT**, is amended to add the following:
 - **Abduction**
2. Section III, **DEFINITIONS**, is amended as follows:
 - A. Subsection G, **Expense**, is amended to add the following:
 3. As regards **Abduction** only:
 - a. Reasonable and necessary costs, as set forth in paragraph 3b, paid by you or **Parent(s)** as a direct result of an **Abduction**, provided that such **Abduction** is insured hereunder. **Expenses** may continue until the earliest of the following unless otherwise stated:
 - i. up to fourteen (14) days after the recovery of the **Covered Child**; or
 - ii. discovery of the death of the **Covered Child**; or
 - iii. twelve (12) months after the date of the **Abduction**.
 - b. Each **Expense** item listed below is subject to a Sub-Limit of Liability equal to 25% of the Limit of Liability for **Abduction** shown in the Declarations, unless an alternate limit is stated herein. **Expenses for Abduction** only include:
 - i. reasonable and customary fees and expenses of Neil Young Associates, or its subsidiaries, or of other independent investigative services, provided that we have given our prior consent to the use of such other independent investigative services;
 - ii. reasonable and customary fees and expenses of public relations consultants and/or publicity costs to assist in the location of the **Covered Child** and the resolution of the **Abduction**;
 - iii. reward payment by you to an **Informant**;
 - iv. reasonable and customary travel and accommodation costs incurred by you or **Parent(s)** while attempting to resolve an **Abduction**;
 - v. reasonable and customary travel and accommodation costs of **Parent(s)** to join the **Covered Child** upon recovery; and
 - vi. **Employee Compensation** that the **Parent(s)** would have earned during the **Abduction** time period had the **Parent(s)** remained at this/her job and continued to collect his/her regular **Employee Compensation**; provided, however, that if the **Parent(s)** continues to be compensated by his/her employer during the time in which the **Parent(s)** has left his/her

employment as a result of an **Abduction**, then no **Employee Compensation** shall be paid to such **Parent(s)**; and

- vii. reasonable and customary fees for psychiatric counseling for the benefit of **Parent(s)**, or siblings or the **Covered Child**, until the earliest of the following:
 - a. up to three (3) months after the recovery or discovery of death of the **Covered Child**; or
 - b. twelve (12) months after the date of the **Abduction**; and
- viii. reasonable and customary fees for psychiatric counseling for the benefit of the **Covered Child** beginning on the date of the recovery of the **Covered Child** and continuing up to twelve (12) months thereafter; and
- ix. reasonable and customary medical and hospitalization costs incurred for the **Covered Child** as the result of an **Abduction** beginning on the date of the recovery of the **Covered Child** and continuing up to twelve (12) months thereafter; and
- x. reasonable and customary fees and expenses of independent forensic analysts engaged by you or **Parent(s)** with prior authorization from us; and
- xi. reasonable and customary rest and recovery expenses, including travel, lodging, meals and recreation for the **Covered Child** who is the victim of the **Abduction**, siblings and **Parent(s)** for a period not exceeding thirty (30) consecutive days, and incurred by you within six (6) months following the conclusion of the **Abduction**; provided, however, that our liability under this subparagraph will not exceed \$10,000 for any one loss for all victims and family members; and
- xii. reasonable and customary funeral and burial expenses of a **Covered Child** in the event of death of a **Covered Child** resulting from an **Abduction**; and
- xiii. any other reasonable and necessary expenses incurred by you or **Parent(s)** with our approval.

B. The following new definitions are added:

Abduction means the wrongful and illegal seizure of a **Covered Child**, by someone other than **Parent(s)**, or an agent thereof, from your **Property** without a demand for **Extortion/Ransom Monies**. The contemporaneous and related seizure of more than one Covered Child shall be considered to be one **Abduction**, and shall be subject to the per **Abduction** Limit of Liability, if applicable, set forth in the declarations.

Covered Child means a child under your care, custody and control by registration or enrollment and/or a newly born child delivered on your **Property** at the time of the **Abduction**. The **Covered Child** must be 14 years of age or under at the time of **Abduction**.

Parent(s) means the natural and/or legal parent(s), step-parent(s), adoptive parent(s) or foster parent(s) of the **Covered Child**.

C. Solely with respect to **Abduction**, subsection Q, **Property**, is deleted in its entirety and the following is inserted:

Property means any building occupied by you for the conduct of your business.

3. Solely with respect to **Abduction**, Section IV, **EXCLUSIONS**, is deleted in its entirety and the following is inserted:

This Policy does not apply to any loss, cost, damage, injury, obligation, or expense resulting directly or indirectly from:

- A. Any fraudulent, dishonest, or criminal act by you, any of your directors or officers, **Parent(s)** or agent thereof, whether acting alone or in collusion with others; or
- B. Any legal liability incurred by either you or us for suits, claims or other legal or equitable proceedings, or costs of defense for administrative, regulatory, judicial or other suits or claims, mediations, arbitrations, hearings or lawsuits arising out of, or related to, the **Abduction**; or
- C. Any other **Covered Event** involving a **Covered Child** that is not an **Abduction** and which is deemed to be covered under the Policy.

You agree to reimburse us for any payments made hereunder by us which are ultimately determined not to be covered because of the application of any Exclusion hereunder.

4. Solely with respect to **Abduction**, Section VI, **CONDITIONS PRECEDENT TO OUR LIABILITY**, is deleted in its entirety and the following is inserted:

In the event of an **Abduction** of a **Covered Child** during the **Policy Period** you will make every reasonable effort to:

- A. determine that the **Abduction** has actually occurred, and that it is not a hoax, prior to incurring costs; and
- B. provide us, or our authorized agents, as soon as practicable, with immediate oral and written notice containing particulars sufficient to identify you and also reasonably obtained information with respect to the time, place and circumstances of the **Abduction** and the names and addresses of the victim(s) and of available witnesses;
- C. provide us with periodic and timely written updates concurrent with activity occurring during the **Abduction**; and
- D. immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter.

5. Section V, **LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY**, subsection A, is amended to add the following:

Notwithstanding the foregoing, the most we will pay for an **Abduction** is the applicable Limit of Insurance for **Abduction** shown in the Declarations. This Limit of Insurance for **Abduction** is a sublimit, but is in addition to the Limit of Insurance for **Expense** shown in the Declarations.

All losses will be deemed to have been incurred during the **Policy Period** in which the **Abduction** occurred.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory - Stringers

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is amended to add the following:

Covered Person(s) also means **Stringers**, while working on behalf of the **Named Insured**, and only for a demand made solely against the **Named Insured**.

For the purpose of this definition, **Stringers** means freelance or part-time news correspondents, reporters and journalists.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Sponsored Trips

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**, and while on trips sponsored by the **Named Insured**, and only for a demand made solely against the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Employee/Local National Limitation

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, coverage under the Policy is restricted as follows:

1. No more than expatriate directors, officers or employees located in at any one time.

Coverage for more than expatriate directors, officers or employees located in at any one time may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such expatriate directors, officers or employees and to make premium charges as we deem necessary.

2. No more than **Local National** employee(s) in at any one time. “**Local National**” means those individuals who are citizens or permanent residents of the country in which the **Named Insured** has hired them to work.

Coverage for more than **Local National** employee(s) located in at any one time may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such **Local National** employee(s) and to make premium charges as we deem necessary

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country Restriction/Military Base

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, this Policy does not provide coverage for any **Covered Person** while such **Covered Person** is based in or traveling in _____, unless such **Covered Person** is physically present on a United States military base or **Embedded** with United States military forces. **“Embedded”** means physically located and present with such military forces.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country Exclusion/Named Exception

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, this Policy does not provide coverage for any **Covered Person** while such **Covered Person** is in _____, except that this Policy will provide coverage for the following **Covered Person(s)** while stationed in _____:

Coverage in _____ for more than the persons stated above may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such persons, and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country Restriction/Named On Base

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, this Policy does not provide coverage for any **Covered Person** while such **Covered Person** is based in or traveling in _____, except that this Policy will provide coverage for the following person(s) while based in or traveling in _____, but only when physically present on a United States military base:

- 1.
- 2.

Coverage in _____ for persons other than those stated above may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such persons, and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Country Restriction - Limited

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**. Notwithstanding the foregoing, this Policy does not provide coverage for any **Covered Person** while such **Covered Person** is based in or traveling in _____, except that this Policy will provide coverage for the following persons while based in or traveling in _____, but only when they are physically present on an United States military base:

For the period _____ to _____
 For the period _____ to _____

Coverage in _____ for persons other than those stated above may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such persons, and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Deletion of Local Nationals/Country Restriction

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

All directors, officers and employees of the **Named Insured**, except for **Local Nationals**.

“Local Nationals” mean those individuals who are citizens or permanent residents of the country in which the **Named Insured** has hired them to work.

Notwithstanding the foregoing, coverage under this Policy is restricted to no more than _____ expatriate directors, officers or employees located in _____ at any one time.

Coverage for more than _____ expatriate directors, officers or employees located in _____ at any one time may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to any such expatriate directors, officers or employees and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Deletion of Local Nationals

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is deleted in its entirety and the following is inserted:

Covered Person(s) means all directors, officers and employees of the **Named Insured**, except **Local Nationals** in .

“Local Nationals” mean those individuals who are citizens or permanent residents of the country in which the **Named Insured** has hired them to work.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons Amendatory – Additional Named Persons

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is amended to add the following:

Covered Person(s) also means:

- 1.
- 2.
- 3.

but only while working on behalf of the **Named Insured** as a _____, and only for a demand made solely against the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons – Named Persons/Specified Period - B

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is amended by the addition of the following person(s), solely for the period _____ :

but only while working on behalf of the **Named Insured** as _____ and only for a demand made solely against the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Employee Compensation – Deleted

It is agreed that:

1. Section III, Definitions, subsection F, **Employee Compensation**, and any reference in the Policy thereto, is deleted in its entirety.
2. Section III, Definitions, subsection G, **Expense**, paragraph 1d, is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Employee Compensation – Country Restriction

It is agreed that with regard to exposures in _____ only:

1. Section III, Definitions, subsection F, **Employee Compensation**, and any reference in the Policy thereto, is deleted in its entirety.
2. Section III, Definitions, subsection G, **Expense**, paragraph 1d, is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Medical, Death or Dismemberment Coverage – Country Restriction

It is agreed that Section II, **Covered Loss**, subsection E, **Medical Death or Dismemberment**, is deleted in its entirety, but solely with regard to exposures in the following country(ies):

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Evacuation Amendatory

It is agreed that:

1. Section I, **COVERED EVENT**, is amended by adding the following:
 - **Evacuation**
2. Section III, **DEFINITIONS**, is amended by adding the following:
 - **Evacuation** means the removal or withdrawal of a **Covered Person(s)** from the country where the **Covered Person(s)** is:
 - i. employed full-time, but is not a citizen; or
 - ii. is based on temporary assignment or traveling on business for you, in any single country, for a period of _____ or more;as a result of:
 - i. an **Evacuation Advisory**; or
 - ii. a **Covered Person(s)** being declared persona non grata by legal governmental authorities in the country where the **Covered Person(s)** is employed; or
 - iii. the total confiscation or nationalization of your property by legal governmental authorities.

An **Evacuation** in which more than one **Covered Person(s)** is evacuated shall be considered a single **Evacuation**.

- **Evacuation Advisory** means a formal recommendation issued by a **Civil Authority** that a classification of person(s) which includes a **Covered Person(s)** leave a country in which they are currently employed by you, due to political or military events in that country.
- **Civil Authority** means the United States Department of State or similar authority of the country of which you or the **Covered Person(s)** is a citizen.
- **Reinstatement** means returning a **Covered Person(s)** to the country in which the **Covered Person(s)** was the subject of an **Evacuation** for the sole purpose of restoring your operations.
- **Resident Country** means the country of which a **Covered Person** is a national.

3. Section III, **DEFINITIONS**, subsection G, **Expense**, is amended by adding the following:

- As a direct result of an **Evacuation**, only the:
 - i. Reasonable and customary costs paid by you or a **Covered Person(s)** for travel at economy fares unless unavailable, impractical or unless travel by any other class of service is essential to ensure the safety of a **Covered Person**; and
 - ii. accommodations incurred as a result of an **Evacuation** or **Reinstatement** of a **Covered Person** to the nearest place of safety or **Resident Country** for a maximum period of seven (7) days provided:
 1. the **Evacuation** took place no more than thirty (30) days prior to an **Evacuation Advisory** having been issued or less than twenty (20) days thereafter, and
 2. the **Reinstatement** took place no more than one (1) year after the **Evacuation** covered herein and the **Evacuation Advisory** is no longer in effect.
 - ii. **Employee Compensation** costs paid by you to an evacuated **Covered Person** for up to six (6) months after such **Evacuation** or until the date of **Reinstatement**, whichever first occurs. The most we will pay for **Employee Compensation** as a result of **Evacuation** is 75% of the gross monthly compensation for each **Covered Person**.

4. Solely with regard to **Evacuation**, Section IV, **Exclusions**, is amended by adding the following:

- Violation by you or a **Covered Person** of the laws or regulations of the country in which **Evacuation** takes place.
- The failure of you or a **Covered Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- The failure of you or a **Covered Person** to honor any contractual obligation or bond or to obey any conditions in a license.

In the event this policy covers loss for the Evacuation of a Covered Person from a particular country, this policy shall not provide additional coverage for any additional Evacuation of such Covered Person from that same country.

5. Section V, **LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY**, subsection A, is amended to add the following:

Notwithstanding the foregoing, the most we will pay for an **Evacuation** is the applicable Limit of Insurance for **Evacuation** shown in the Declarations. This Limit of Insurance for **Evacuation** is a sublimit, but is in addition to the Limit of Insurance for **Expense** shown in the Declarations.

All losses will be deemed to have been incurred during the **Policy Period** in which the **Evacuation** occurred.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Evacuation Coverage

It is agreed that:

1. Section I, **COVERED EVENT**, is amended by adding the following:
 - **Evacuation**
2. Section III, **DEFINITIONS**, is amended by adding the following:
 - **Evacuation** means the removal or withdrawal of a **Covered Person(s)** from the country where the **Covered Person(s)** is employed full-time, but is not a citizen, as a result of:
 - i. an **Evacuation Advisory**, or
 - ii. a **Covered Person(s)** being declared persona non grata by legal governmental authorities in the country where the **Covered Person(s)** is employed, or
 - iii. the total confiscation or nationalization of your property by legal governmental authorities.

An **Evacuation** in which more than one **Covered Person(s)** is evacuated shall be considered a single **Evacuation**.

 - **Evacuation Advisory** means a formal recommendation issued by **Civil Authorities** that a classification of person(s) which includes a **Covered Person(s)** leave a country in which they are currently employed by you, due to political or military events in that country.
 - **Civil Authorities** means the United States Department of State or similar authority of the country of which you or the **Covered Person(s)** are a citizen.
 - **Reinstatement** means returning a **Covered Person(s)** to the country in which the **Covered Person(s)** was the subject of an **Evacuation** for the sole purpose of restoring your operations.
 - **Resident Country** means the country of which a **Covered Person** is a national.
3. Section III, **DEFINITIONS**, subsection G, **Expense**, is amended by adding the following:
 - As a direct result of an **Evacuation**, only the:
 - i. Reasonable and customary costs paid by you or a **Covered Person(s)** for travel at economy fares unless unavailable, impractical or unless travel by any other class of service is essential to ensure the safety of a **Covered Person**; and
 - ii. accommodations incurred as a result of an **Evacuation** or **Reinstatement** of a **Covered Person** to the nearest place of safety or **Resident Country** for a maximum period of seven (7) days, provided:

1. the **Evacuation** took place no more than thirty (30) days prior to an **Evacuation Advisory** having been issued or less than twenty (20) days thereafter, and
 2. the **Reinstatement** took place no more than one (1) year after the **Evacuation** covered herein and the **Evacuation Advisory** is no longer in effect.
- iii. **Employee Compensation** costs paid by you to an evacuated **Covered Person** for up to six (6) months after such **Evacuation** or until the date of **Reinstatement**, whichever first occurs. The most we will pay for **Employee Compensation** as a result of **Evacuation** is 75% of the gross monthly compensation for each **Covered Person**.

4. Solely with regard to **Evacuation**, Section IV, **Exclusions**, is amended to add the following:

- Violation by you or a **Covered Person** of the laws or regulations of the country in which **Evacuation** takes place.
- The failure of you or a **Covered Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- The failure of you or a **Covered Person** to honor any contractual obligation or bond or to obey any conditions in a license.

In the event this policy covers loss for the **Evacuation** of a **Covered Person** from a particular country, this policy shall not provide additional coverage for any additional **Evacuation** of such **Covered Person** from that same country.

5. Section V, **LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY**, subsection A, is amended to add the following:

Notwithstanding the foregoing, the most we will pay for an **Evacuation** is the applicable Limit of Insurance for **Evacuation** shown in the Declarations. This Limit of Insurance for **Evacuation** is a sublimit, but is in addition to the Limit of Insurance for **Expense** shown in the Declarations.

All losses will be deemed to have been incurred during the **Policy Period** in which the **Evacuation** occurred.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Expense Amendatory – Country Restriction

It is agreed that Section III, Definitions, subsection G, **Expense**, is amended by deleting paragraphs g through i, in their entirety, but only with respect to any loss occurring in _____ or arising out of your operations or activities in _____.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Named Insured Amendatory

It is agreed that effective _____, the **Named Insured**, as stated on the Declarations, is deleted in its entirety and the following is inserted:

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Hijack Amendatory – Legal Costs

It is agreed that Section II, **COVERED LOSS**, subsection D, **LEGAL COSTS**, paragraph 1, is deleted in its entirety and the following is inserted:

1. We will pay, with respect to any **Suit** brought against you by a **Covered Person** as a direct result of a **Kidnap, Extortion, Wrongful Detention** or **Hijack** occurring during the **Policy Period**, those sums that you become legally obligated to pay as damages as a result of a judgment or settlement (with our prior approval) of such a **Suit**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Incident Response Amendatory – Country Restriction

It is agreed that the last sentence of Section II, **Covered Loss**, subsection F, Incident Response, is deleted in its entirety, but solely with regard to losses occurring in _____ or arising out of your operations or activities in _____.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Policy Extension Endorsement

It is agreed that in consideration of the premium paid of \$____, Item III of the Declarations is deleted in its entirety and the following is inserted:

Policy Period

When coverage begins: _____ 12:01 A.M. Local Standard Time
When coverage ends: _____ 12:01 A.M. Local Standard Time

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Policy Renewal Endorsement

It is agreed that the Declarations page is amended as follows:

1. Effective _____, the Policy is renewed. With respect to the new Policy Period, Item III of the Declarations is deleted in its entirety and the following is inserted:

Policy Period:

When coverage begins: _____ 12:01 A.M. Local Standard Time
 When coverage ends: _____ 12:01 A.M. Local Standard Time

This is a renewal of the previous **Policy Period**.

2. With respect to the new **Policy Period**, that portion of Item V of the Declarations entitled Premium is deleted in its entirety and the following is inserted:

Premium: \$_____

3. The amendments set forth in paragraphs 1 and 2 above apply to coverage for the **Policy Period** set forth in paragraph 1. Nothing in this endorsement shall in any way affect the terms and conditions of the Policy with respect to the coverage provided for the previous **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Products Recall Endorsement

It is agreed that:

1. Section III, Definitions, subsection G, **Expense**, is amended to add the following:
 - **Products Recall Expense** you sustain as a direct result of a threat or connected series of threats, for the purpose of demanding **Extortion/Ransom Monies**, made directly against you to commit a **Product Adulteration**.
2. Section III, Definitions, is amended to add the following:
 - **Products Recall Expense** means:
 1. communications costs incurred to effect the recall of products including television, radio and printed announcements; and
 2. the cost of shipping your products from any purchaser, distributor or user to the place or places designated by you; and
 3. the cost of hire of necessary, additional persons other than regular employees of yours; and
 4. remuneration paid to regular, hourly employees (other than salaried employees) of yours at basic rates for necessary straight time or overtime, if required, and expenses incurred by employees for transportation and accommodations; and
 5. the extra expense for rent or hire of additional warehouse or storage space; and
 6. the extra expense incurred to properly dispose of the recalled product and packaging materials that cannot be reused.
3. Section V, **LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY**, subsection A, is amended to add the following:

Notwithstanding the foregoing, the most we will pay for **Products Recall Expense** resulting directly from a **Covered Event** is the applicable Limit of Insurance for **Products Recall Expense** shown in the Declarations. This Limit of Insurance for **Products Recall Expense** is a sublimit, and is included within, and not in addition to, the Limit of Insurance for **Expense** shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Sub-limit Endorsement

It is agreed that Section VI of the Declarations Page, **Covered Loss**, is amended to read as follows solely with respect to losses occurring in _____ or arising out of your operations or activities in _____ :

<u>Covered Loss</u>	<u>Limits of Insurance</u>	<u>Annual Aggregate</u>
Extortion/Ransom Monies Payment	\$ _____ Each Loss	\$ _____ Annual Aggregate
Intransit Extortion/Ransom Monies Loss	\$ _____ Each Loss	\$ _____ Annual Aggregate
Expenses	\$ _____ Each Loss	\$ _____ Annual Aggregate
Medical Death or Dismemberment	\$ _____ Each Covered Person	\$ _____ Aggregate Each Covered Loss
Legal Costs	\$ _____ Each Loss	\$ _____ Annual Aggregate
Incident Response	\$ _____ Each Loss	\$ _____ Annual Aggregate

The Limits of Insurance set forth above are sublimits, which are included within, and are not in addition to, the Limits of Insurance shown on the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Territory Amendatory – Named Countries

It is agreed that Section VII, General Policy Conditions, subsection R, Territory, is deleted in its entirety and the following is inserted:

This Policy applies to **Covered Events** occurring anywhere in the world unless specifically limited by endorsement or restricted by law. Notwithstanding the foregoing, this Policy shall not apply to **Covered Events** occurring in the following countries or regions:

Coverage for the countries or regions listed above may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage to such countries or regions, and to make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Territory Amendatory – Country Restriction

It is agreed that Section VII, General Policy Conditions, subsection Q, Territory, is deleted in its entirety and the following is inserted:

This Policy applies to **Covered Events** occurring only in the following country(ies) or regions:

Coverage for additional countries or regions may be added upon prior notification to, and written acceptance by, us. We retain the right to determine whether or not to extend coverage for such countries or regions, and make premium charges as we deem necessary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Threat Assessment Extension

It is agreed that Section II, **COVERED LOSS**, subsection F, Incident Response, is amended to add the following:

3. reasonable costs incurred for **Services** provided to those **Covered Person(s)** specified on the Declarations page, solely and directly as a result of a threat or threats made by a person or group (without an accompanying ransom or extortion demand) to commit or attempt to:
 - a. inflict bodily harm, wrongfully abduct, or detain a **Covered Person**; or
 - b. damage, destroy or contaminate any property;

provided that such threat or threats are made specifically against you, a **Covered Person** or your **Property**.

Our limit of liability ("**Threat Assessment Sub-Limit of Liability**") under this paragraph 3 shall not exceed \$ for any one loss, and shall not exceed in the aggregate \$ annually. The **Threat Assessment Sub-Limit of Liability** is included within the applicable Limit of Insurance shown for **Incident Response** in the Declarations.

As respects this paragraph 3, **Services** means the assessment of a threat by Neil Young Associates and the temporary protection of the threatened person(s) or property for a period not to exceed () days from the date the threat is received.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Wrongful Detention Amendatory Endorsement

It is agreed that:

1. Section III, Definitions, is amended by adding the following:
 - **Evacuation Advisory** means a formal recommendation issued by a **Civil Authority** that a classification of person(s) which includes a **Covered Person(s)** leave a country in which they are currently employed by you.
 - **Civil Authority** means the United States Department of State or similar authority of the country of which you or the **Covered Person(s)** are a citizen.
2. Section IV, Exclusions, subsection D, is amended by adding the following:
 - Failure of any covered person to evacuate from the host country within ten days after issuance of an **Evacuation Advisory**; or
 - Travel to any country(ies) after an **Evacuation Advisory** has been issued with respect to such country(ies).

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Wrongful Detention Amendatory – Country Restriction

It is agreed that with regard to exposure in _____ :

1. Section III, Definitions, is amended by adding the following:

- **Evacuation Advisory** means a formal recommendation issued by a **Civil Authority** that a classification of person(s) which includes a **Covered Person(s)** leave a country in which they are currently employed by you.
- **Civil Authority** means the United States Department of State or similar authority of the country of which you or the **Covered Person(s)** are a citizen.

2. Section IV, Exclusions, subsection D, is amended by adding the following:

- Failure of any covered person to evacuate from the host country within ten days after issuance of an **Evacuation Advisory**; or
- Travel to any country(ies) after an **Evacuation Advisory** has been issued with respect to such country(ies).

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Products Recall & Replacement Value Endorsement

It is agreed that:

1. Section III, Definitions, subsection G, **Expense**, is amended to add the following:
 - **Products Recall Expense** and **Replacement Value Expense** you sustain as a direct result of a threat or connected series of threats, for the purpose of demanding **Extortion/Ransom Monies**, made directly against you to commit a **Product Adulteration**.
2. Section III, Definitions, is amended to add the following:
 - **Products Recall Expense** means:
 1. communications costs incurred to effect the recall of products including television, radio and printed announcements; and
 2. the cost of shipping your products from any purchaser, distributor or user to the place or places designated by you; and
 3. the cost of hire of necessary, additional persons other than regular employees of yours; and
 4. remuneration paid to regular, hourly employees (other than salaried employees) of yours at basic rates for necessary straight time or overtime, if required, and expenses incurred by employees for transportation and accommodations; and
 5. the extra expense for rent or hire of additional warehouse or storage space; and
 6. the extra expense incurred to properly dispose of the recalled product and packaging materials that cannot be reused.
 - **Replacement Value Expense** means replacement of the recalled product less your profit; or if you decide to repurchase the recalled product, your sale price less your profit, but only when such costs are incurred exclusively for the purpose of recalling your products.
3. Section V, **LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY**, subsection A, is amended to add the following:

Notwithstanding the foregoing, the most we will pay for **Products Recall Expense** and **Replacement Value Expense** resulting directly from a **Covered Event** is the applicable Limit of Insurance for **Products Recall Expense** and **Replacement Value Expense** shown in the Declarations. This Limit of Insurance for **Products Recall Expense** and **Replacement Value Expense** is a sub-limit, and is included within, and not in addition to, the Limit of Insurance for **Expense** shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Covered Persons – Named Persons/Specified Period - A

It is agreed that Section III, Definitions, subsection E, **Covered Person(s)**, is amended to add the addition of the following person(s), solely for the period _____ :

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Named Insured Amendatory – Scheduled Named

It is agreed that the **Named Insured** as stated on the Declarations means the entities set forth on Schedule A attached hereto:

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

New Project Reporting Endorsement

It is agreed that Section VII, General Policy Conditions, is amended to add the following:

- **Project Reporting**

The coverage provided by this Policy shall apply only to the operations or projects currently reported and on file with us.

Any new operations or projects entered into by the **Named Insured** shall be reported to us at least () days prior to commencement. No coverage shall be provided under this Policy for such new operations or projects unless and until we (a) review all information provided by you; (b) determine whether or not to extend coverage for such new operations or projects ; and (c) make such premium charges as we deem necessary for any coverage for such new operations or projects.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Premium Amendatory Endorsement

It is hereby agreed that the Premium as stated on the declarations page is deleted in its entirety and the following is inserted:

Premium: \$

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Death Or Dismemberment, Incident Of Terrorism

The Policy is amended as follows:

1. Section I, **COVERED EVENT**, is amended to add the following subsection:

- Death Or Dismemberment, Incident Of Terrorism

We will indemnify you for the death or **Dismemberment** sustained by a **Covered Person** who suffers **Bodily Injury** during an incident of **Terrorism** and such **Bodily Injury** results in the death of the **Covered Person** ("**Terrorism Death**") or the **Dismemberment** of the **Covered Person** ("**Terrorism Dismemberment**") as follows:

1. If such **Bodily Injury** to the **Covered Person** results in the **Terrorism Death** of the **Covered Person** within one year of the date of **Terrorism**, or if the **Covered Person** is not found within one year following his/her disappearance as a result of **Terrorism**, we will pay the following amount to you:
\$.
2. If such **Bodily Injury** results in the **Terrorism Dismemberment** of the **Covered Person** as specified below, we will pay the amount indicated below to you.

Terrorism Dismemberment Amount Payable

Two hands, two feet or sight of both eyes	same amount as for death benefit
One hand and one foot	same amount as for death benefit
One hand and the sight of one eye	same amount as for death benefit
One foot and the sight of one eye	same amount as for death benefit
One hand, one foot or the sight of one eye	one-half the amount stated for the death benefit

If more than one **Terrorism Death** or **Terrorism Dismemberment** arises out of the same incident of **Terrorism**, only one amount, the largest applicable **Terrorism Death** or **Terrorism Dismemberment** benefit, will be paid. An Aggregate Limit of Insurance of \$ will be the total limit of our liability for all **Terrorism Death** or **Terrorism Dismemberment** benefits arising out of **Bodily Injury** sustained by two or more **Covered Persons** during any one **Policy Period**. No deductible will apply to **Terrorism Death** or **Terrorism Dismemberment** benefits.

"**Terrorism Dismemberment**" with reference to hand or foot means complete severance through or above the wrist or ankle joint and with reference to sight of an eye means the entire and irrevocable loss of sight thereof.

"**Terrorism**" means the unlawful use of violence against persons or property to further political objectives, and is intended to intimidate or coerce a government, individuals or persons to modify their behavior or policies. **Terrorism** does not include:

1. An act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, e.g., robbery, crime of passion, murder; or
2. The act of a substantial organized force or governmental authority, or against a governmental authority, which would be accepted as an act of war by the highest political authority in the jurisdiction effected; or
3. Strike, riot, civil commotion or similar activity; or
4. An act which cannot be verified by the United States Department of State as an act of Terrorism.

We at our own expense will have the right and opportunity to examine the person of any individual whose injury is the basis of claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

All claims will be payable to you upon receipt and acceptance by us of proof of loss.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Arkansas Amendatory

IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that Section VII, **GENERAL POLICY CONDITIONS**, is amended as follows:

1. The following condition is added:

- **MULTI-YEAR POLICIES**

We may issue this policy for a term in excess of twelve months in accordance with our rates and rules.

2. Subsection I, **TERMINATION OF POLICY**, paragraph 2, is amended to add the following:

- Termination Of Policies In Effect More Than 60 Days

(1) If this Policy has been in effect more than 60 days or is a renewal policy, we may terminate only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (c) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;
- (e) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; or
- (f) A material violation of a material provision of the Policy.

3. Subsection I, **TERMINATION OF POLICY**, paragraph 5, is deleted in its entirety and the following is inserted:

5. Refund Of Premium

a. If this Policy is terminated, we will send the **Named Insured** any premium refund due.

b. We will refund the pro rata unearned premium if the Policy is:

- i. Terminated by us or at our request;
- ii. Terminated but rewritten with us or in our company group;

- iii. Terminated because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - iv. Terminated after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the Policy is terminated at the request of the **Named Insured**, other than a termination described in Paragraph b.ii., iii., or iv. above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this Policy.
 - d. The termination will be effective even if we have not made or offered a refund.
 - e. If the **Named Insured** terminates the Policy, we will retain no less than \$100 of the premium.
4. Subsection K, **APPRAISAL**, is deleted in its entirety and the following is inserted:

K. APPRAISAL

- a. If we and you disagree on the amount of the **Covered Loss**, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, we will still retain our right to deny the claim.
 - d. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.
5. Subsection D, **LEGAL ACTION AGAINST US**, is amended by deleting "2 years" from paragraph 3, and replacing it with "5 years".
6. Subsection F, **TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US**, is amended to add the following:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SERFF Tracking Number: *ACEH-125522510* *State:* *Arkansas*
Filing Company: *ACE American Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-KE-2007580(F)*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2013 Kidnap & Ransom Liability*
Product Name: *08-KE-2007580(F)*
Project Name/Number: *Corporate Kidnap and Extortion/08-KE-2007580*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125522510 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-KE-2007580(F)
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2013 Kidnap & Ransom Liability
Product Name: 08-KE-2007580(F)
Project Name/Number: Corporate Kidnap and Extortion/08-KE-2007580

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 04/03/2008

Comments:

Attachments:

NAIC Transmittal (F) - AR.pdf
NAIC Forms Transmittal.pdf
Forms List- AR.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 04/03/2008

Comments:

Attachment:

Form Filing Memo 08-KR-2007580.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE American Insurance Company	PA	22667	95-2371728

5. Company Tracking Number	08-KE-2007580(F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox 510 Walnut Street, WB04G Philadelphia, PA 19106	Regulatory Specialist	(215) 640-4876	(215)640-4986	Renice.cox@ace-ina.com

7. Signature of authorized filer	<i>Renice Cox</i>
8. Please print name of authorized filer	Renice Cox

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Kidnap & Ransom Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Corporate Kidnap and Extortion Insurance Policy
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: Upon approval Renewal: Upon approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	03/07/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-KE-2007580(F)
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

We are filing a revised Corporate Kidnap and Extortion Insurance Policy. The current policy form and rates do not fit our customers' needs and this new form allows us to offer broadened coverage terms and rate parameters. This new policy form is replacing the existing policy form, originally filed in 1997 by CIGNA Insurance Company.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	08-KE-2007580(F)			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	08-KE-2007580(R)			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	See Attached Forms List		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

ACE American Insurance Company
Corporate Kidnap and Extortion Insurance Policy

Forms List - Countrywide

Form # Edition Date	Form Name	Broaden, Restrict or Clarify	Rate Impact (Y/N)
	Applications and Supplemental Applications		
	<u>Applications:</u>		
KE-21572 (02/08)	Application for Kidnap & Extortion Insurance	N/A	N/A
KE-23354 (02/08)	Renewal Application for Kidnap & Extortion Insurance	N/A	N/A
	<u>Supplemental Applications:</u>		
KE-22601 (06/07)	Iraq Supplemental Application	N/A	N/A
	Policy and Declarations		
KE-22566 (10/07)	Corporate Kidnap and Extortion Insurance Policy Declarations	N/A	N/A
KE-22567 (02/08)	Corporate Kidnap and Extortion Insurance Policy	N/A	N/A
	Mandatory Endorsements and Notices		
CC-1K11e (02/06)	Signatures	N/A	N/A
PF-17914 (02/05)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	N/A	N/A
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies	N/A	N/A
KE-23461a (01/08)	Cap On Losses From Certified Acts Of Terrorism	N/A	N/A
TRIA12b (1/08)	Disclosure Pursuant To Terrorism Risk Insurance Act	N/A	N/A
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement	N/A	N/A
	Optional Endorsements		
KE-21514 (10/07)	Covered Persons Amendatory - Additional Named	Broaden	Y
KE-21515 (10/07)	Covered Persons Amendatory - Expanded Definition	Broaden	N
KE-21516 (10/07)	Covered Persons Amendatory - Country/Persons Limitation - A	Restrict	Y
KE-21517 (10/07)	Covered Persons Amendatory - Country/Persons Limitation - B	Restrict	Y
KE-21518 (10/07)	Covered Persons Amendatory - Named Persons	Restrict	Y
KE-21519 (10/07)	Covered Persons Amendatory - Named Persons - Territory Restriction	Restrict	Y
KE-21520 (10/07)	Named Insured Amendatory - Additional Named	Broaden	N
KE-21521 (10/07)	Named Insured Amendatory - Subsidiary	Clarify	N
KE-21522 (10/07)	Limits Amendatory - Revised	Clarify	N
KE-21523 (10/07)	Mailing Address Amended	Clarify	N
KE-21524 (10/07)	Limits Amendatory - Scheduled	Broaden/Restrict	Y
KE-21525 (10/07)	Business Income and Extra Expense Endorsement	Broaden	Y
KE-21526 (10/07)	Cancellation Endorsement	Restrict	Y
KE-21527 (10/07)	Child Abduction Endorsement	Broaden	Y
KE-21528 (10/07)	Covered Persons Amendatory - Stringers	Broaden	N
KE-21529 (10/07)	Covered Persons Amendatory - Sponsored Trips	Broaden	N
KE-21530 (10/07)	Covered Persons Amendatory - Employee/Local National Limitation	Restrict	Y
KE-21531 (10/07)	Covered Persons Amendatory - Country Restriction/Military Base	Restrict	Y
KE-21532 (10/07)	Covered Persons Amendatory - Country Exclusion/Named Exception	Restrict	Y
KE-21533 (10/07)	Covered Persons Amendatory - Country Restriction/Named On Base	Restrict	Y
KE-21534 (10/07)	Covered Persons Amendatory - Country Restriction - Limited	Restrict	Y
KE-21535 (10/07)	Covered Persons - Deletion of Local Nationals/Country Restriction	Restrict	Y
KE-21536 (10/07)	Covered Persons Amendatory - Deletion of Local Nationals	Restrict	Y
KE-21537 (10/07)	Covered Persons Amendatory - Additional Named Persons	Broaden	Y
KE-21538 (10/07)	Covered Persons - Named Persons/Specified Period - B	Broaden	Y
KE-21539 (10/07)	Employee Compensation - Deleted	Restrict	N
KE-21540 (10/07)	Employee Compensation - Country Restriction	Restrict	N
KE-21541 (10/07)	Medical, Death or Dismemberment Coverage - Country Restriction	Restrict	N
KE-21544 (10/07)	Evacuation Amendatory Coverage	Broaden	Y
KE-21545 (10/07)	Evacuation Coverage	Broaden	Y
KE-21546 (10/07)	Expense Amendatory - Country Restriction	Restrict	N
KE-21547 (10/07)	Named Insured Amendatory	Clarify	N
KE-21548 (11/06)	Hijack Amendatory - Legal Costs	Broaden	N

Form # Edition Date	Form Name	Broaden, Restrict or Clarify	Rate Impact (Y/N)
KE-21549 (10/07)	Incident Response Amendatory - Country Restriction	Restrict	N
KE-21550 (11/06)	Policy Extension Endorsement	Broaden	Y
KE-21551 (10/07)	Policy Renewal Endorsement	Broaden	Y
KE-21552 (10/07)	Products Recall Endorsement	Broaden	Y
KE-21553 (11/06)	Sub-Limit Endorsement	Restrict	Y
KE-21554 (10/07)	Territory Amendatory - Named Countries	Restrict	Y
KE-21555 (10/07)	Territory Amendatory - Country Restriction	Restrict	Y
KE-21557 (10/07)	Threat Assessment Extension	Broaden	Y
KE-21558 (10/07)	Wrongful Detention Amendatory Endorsement	Restrict	N
KE-21559 (10/07)	Wrongful Detention Amendatory - Country Restriction	Restrict	N
KE-23347 (10/07)	Products Recall & Replacement Value Endorsement	Broaden	Y
KE-23348 (10/07)	Covered Persons - Named Persons/Specified Period - A	Broaden	Y
KE-23349 (10/07)	Named Insured Amendatory - Scheduled Named	Clarify	N
KE-23350 (10/07)	New Project Reporting Endorsement	Restrict	Y
KE-23351 (10/07)	Premium Amendatory Endorsement	Clarify	N
KE-21493 (02/08)	Arkansas Amendatory	Clarify	N
KE-23352 (10/07)	Death or Dismemberment, Incident of Terrorism	Broaden	Y

ACE GROUP OF INSURANCE COMPANIES

ACE American Insurance Company

Corporate Kidnap and Extortion Insurance Policy

Form Filing Memorandum

We are filing a revised Corporate Kidnap and Extortion Insurance Policy. The current policy form and rates do not fit our customers' needs and this new form allows us to offer broadened coverage terms and rate parameters. This new policy form is replacing the existing policy form, originally filed in 1997 by CIGNA Insurance Company.

The policy form has been reformatted to include all definitions within the "Definitions" section. The Coverage section has been clarified by specifically stating which events will trigger a loss. The covered losses are then enumerated separately. Changes in the terms and conditions are described below.

Covered Events – clarification that the policy is an indemnification policy

- Evacuation Coverage removed from basic policy form. All references to Evacuation also removed from policy (Definition of Civil Authority, Evacuation Advisory, Reinstatement). Coverage is now available by endorsement.
- Detention – holding a person without a ransom demand
- Hijack – added 6 hour waiting period for motor vehicle only; added coverage for hijacking of train.

Covered Costs

- Detention Expenses consolidated with all other Expense coverages under one insuring agreement
- In transit loss of ransom monies
- Employee compensation – added coverage for persons leaving their employment to assist in negotiations
- Travel costs – added costs to evacuate a Covered Person or their immediate family
- Added costs of forensic analysts
- Added increased costs of security
- Added job retraining costs for victim

Definitions

- Covered Persons – added domestic partner, sibling – step, half, foster and adopted
- Detention renamed "Wrongful Detention" to clarify that coverage is not intended for illegal acts.
- Application – clarifies that all information submitted with and attached to application is considered part of the application
- Subsidiary – added new definition to include subsidiary as named insured

Conditions

- Termination of policy by company only for non-payment
- Consolidation Merger – new language requiring notice of new entities within 90 days

SERFF Tracking Number: ACEH-125522510 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-KE-2007580(F)
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2013 Kidnap & Ransom Liability
Product Name: 08-KE-2007580(F)
Project Name/Number: Corporate Kidnap and Extortion/08-KE-2007580

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Amendatory Endorsement	03/07/2008	AR Amendatory_KE2 1493.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Arkansas Amendatory

IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that Section VII, **GENERAL POLICY CONDITIONS**, is amended as follows:

1. The following condition is added:

- **MULTI-YEAR POLICIES**

We may issue this policy for a term in excess of twelve months in accordance with our rates and rules.

2. Subsection I, **TERMINATION OF POLICY**, paragraph 2, is amended to add the following:

- Termination Of Policies In Effect More Than 60 Days

(1) If this Policy has been in effect more than 60 days or is a renewal policy, we may terminate only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (c) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;
- (e) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; or
- (f) A material violation of a material provision of the Policy.

3. Subsection I, **TERMINATION OF POLICY**, paragraph 5, is deleted in its entirety and the following is inserted:

5. Refund Of Premium

a. If this Policy is terminated, we will send the **Named Insured** any premium refund due.

b. We will refund the pro rata unearned premium if the Policy is:

- i. Terminated by us or at our request;
- ii. Terminated but rewritten with us or in our company group;

- iii. Terminated because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - iv. Terminated after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the Policy is terminated at the request of the **Named Insured**, other than a termination described in Paragraph b.ii., iii., or iv. above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this Policy.
 - d. The termination will be effective even if we have not made or offered a refund.
 - e. If the **Named Insured** terminates the Policy, we will retain no less than \$100 of the premium.
4. Subsection K, **APPRAISAL**, is deleted in its entirety and the following is inserted:

K. APPRAISAL

- a. If we and you disagree on the amount of the **Covered Loss**, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, we will still retain our right to deny the claim.
 - d. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.
5. Subsection D, **LEGAL ACTION AGAINST US**, is amended by deleting "2 years" from paragraph 3, and replacing it with "5 years".
6. Subsection F, **TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US**, is amended to add the following:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative