

# GREAT AMERICAN CORPORATE PROTECTION INSURANCE (GACP)

In consideration of the payment of the required premium(s), and subject to the terms, limitations, conditions and exclusions set forth below, Underwriters agree to indemnify the **Assured** in respect of Insured Losses sustained directly because of **Insured Events** which occur during the Period of Insurance - all as defined in this policy. Reference to the Schedule shall determine the Limits of Liability, which shall apply.

## 1. DEFINITIONS

- 1.1 **Insured Event** shall be a **Kidnap** or **Extortion** or **Products Extortion** or **Detention** or **Hijack** 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 **Products Extortions** and/or **Detentions** and/or **Hijacks** are or were carried out in furtherance one of another, they shall be deemed to be connected and to constitute a single **Insured Event**. Nevertheless, there shall be no liability hereunder in respect of a series of **Kidnaps** or **Extortions** or **Products Extortions** or **Detentions** or **Hijacks** the first of which began before the Period of Insurance.
- 1.2 **Kidnap** shall be the illegal actual or alleged taking, in the Territory specified in item 4. of the Schedule, and holding captive of one or more **Insured Persons** by persons who then demand specifically from assets of the **Assured** or an **Insured Person** a **Ransom** as a condition of the release of such captive(s).
- 1.3 **Extortion** shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:
- (i) kill, injure or abduct an **Insured Person**; or
  - (ii) cause physical damage or loss to **Property**; or
  - (iii) disseminate, divulge or utilise **Trade Secrets**; or
  - (iv) introduce a computer virus designed to damage, destroy or corrupt the **Assured's** computerised data;
- by persons who then demand a **Ransom** as a condition of not carrying out such threats.
- 1.4 **Products Extortion** shall be the making of illegal threats to the **Assured** or the production of publicity that the **Assured's Products** will be or have been contaminated, polluted or rendered substandard, by persons who demand a **Ransom** from the **Assured**, either:
- (i) as a condition of not carrying out such threats, or
  - (ii) before providing further information about the affected **Assured's Products**.
- 1.5 **Detention** shall be the holding under duress in the Territory specified in item 4. of the Schedule of an **Insured Person** for whatever reason and whether by authorities legally constituted in the place of custody or by others. With respect to salary payments only, Underwriters' liability shall be for a period of 72 months or until 60 days after the date on which the **Detention** ceases, whichever shall first occur.
- 1.6 **Hijack** shall be the illegal holding under duress, for a period in excess of six hours, of an **Insured Person** whilst travelling in or on any aircraft, motor vehicle, railroad train or waterborne vessel or any other form of public or private transport.

- 1.7 **Ransom** shall be cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of the **Assured** or an **Insured Person(s)** to meet a **Kidnap** or **Extortion** or **Hijack** or **Detention** or **Products Extortion** demand.
- 1.8 **Assured** shall be as specified in item 1. of the Schedule.
- 1.9 **Insured Person** shall be:
- (i) anyone specified in item 3. of the Schedule;
  - (ii) the spouse, or a domestic partner, or relative, fiance or fiancée, or a lineal descendant or a living ancestor, including step-parents, step-children, step-siblings, foster children, adopted children, adopted parents and spouses thereof, of either an **Insured Person** or the spouse of an **Insured Person**;
  - (iii) a person normally resident or employed in the household and/or grounds of an **Insured Person**;
  - (iv) a guest in the home of an **Insured Person**;
  - (v) a guest or customer of the **Assured** while on the **Assured's Premises**, or on board any vehicle, aircraft or waterborne vessel owned or leased by the **Assured** or an **Insured Person**;
  - (vi) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**.
- 1.10 **Property** shall be all real or personal property, including electronic data located therein, which is owned, controlled or leased by the **Assured** or an **Insured Person** or for which the **Assured** or an **Insured Person** is legally liable.
- 1.11 **Assured's Premises** shall be that portion of any real property which is occupied by the **Assured** in the conduct of the **Assured's** business.
- 1.12 **Assured's Products** shall be products of the **Assured** and/or products which are to be represented as such and/or products which the **Assured** handles.
- 1.13 **Informant** shall be a person providing information not otherwise obtainable and solely in return for a monetary payment or other award by the **Assured**.
- 1.14 **Personal Financial Loss** shall be loss suffered by an **Insured Person** solely as a result of the physical inability of a **Kidnap** or **Extortion** or **Detention** or **Hijack** victim to attend to personal financial matters.
- 1.15 **Trade Secrets** shall be information (including formula, pattern, compilation of data, program, device, method, technique or process), which:
- (i) is particular to the **Assured** in the conduct of his business; and
  - (ii) for reason of its potential commercial value to others, the **Assured** makes constant and conscious efforts not to disclose to any third party.
- 1.16 **Personal Accident** shall be Loss of Limb, Loss of Sight, Loss of Extremity, **Permanent Total Disablement** or Death sustained by an **Insured Person**, solely and directly as a result of an **Insured Event**, or attempt thereat, provided that such injury causes the death or disablement of the **Insured Person** within 12 calendar months from the date of the incident. Insured Losses shall not exceed those specified in item 6 (vi) of the Schedule.

If an **Insured Person** disappears during the currency of this Insurance and his body is not found within 36 months after his disappearance and sufficient evidence is produced satisfactory to Underwriters that leads them inevitably to the conclusion that he sustained death solely and directly as a result of an **Insured Event**, Underwriters shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to Underwriters if the **Insured Person** is subsequently found to be living.

- 1.17 **Loss of Limb** shall be loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle.
- 1.18 **Loss of Sight** shall be loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified practitioner specialising in ophthalmology and approved by Underwriters.
- 1.19 **Permanent Total Disablement** shall be disablement which necessarily and continuously disables an **Insured Person** from attending to every aspect of his normal business or occupation for a period of 12 calendar months and, at the end of such period is certified by two qualified medical practitioners approved by Underwriters as being beyond hope of improvement. If the **Insured Person** has no business or occupation the disablement must confine him immediately and continuously to the house and disable him from attending to his normal duties.
- 1.20 **Loss of Extremity** shall be the permanent physical separation or the total and irrecoverable loss of use of a digit or part thereof or an ear, nose or genital organ or part thereof by deliberate mutilation.
- 1.21 Masculine gender shall deem to include feminine gender.

## 2. INSURED LOSSES shall be

- 2.1 **Ransom** which has been surrendered: in the case of marketable goods or services, Underwriters shall pay the actual cash value thereof at the time of surrender.
- 2.2 The loss in transit of a **Ransom** by actual damage, destruction, disappearance, confiscation or wrongful abstraction while being conveyed to such persons as have demanded it by any person who is duly authorised to do so by the **Assured** or an **Insured Person**.
- 2.3 The fees and expenses of the Control Risks Group and/or alternative Security Consultants as agreed by the Leading Underwriter.
- 2.4 Additional expenses, being expenses necessarily incurred following, and for the duration of, an **Insured Event** by the **Assured** or an **Insured Person(s)** and which shall comprise:
- (i) fees and expenses of an independent negotiator engaged by the **Assured** with the prior authorisation of Underwriters;
  - (ii) fees and expenses of an independent public relations consultant and/or product recall consultants and/or interpreter;
  - (iii) costs of travel and accommodation incurred by the **Assured** or an **Insured Person**;
  - (iv) the costs of travel of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country of which the victim is a national and the travel costs of a replacement of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country in which the **Kidnap** and/or **Detention** and/or **Hijack** occurred. These costs shall only apply once per **Insured Person** per **Kidnap** and/or **Detention** and/or **Hijack**;
  - (v) fees for independent psychiatric care and/or medical care and/or legal advice incurred prior to the release and within thirty six months following the **Insured Event**;

- (vi) reward paid by the **Assured** or an **Insured Person** to an **Informant** for information which directly leads to the arrest and conviction of parties responsible for an **Insured Event**;
- (vii) **Personal Financial Loss**;
- (viii) 100% of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary and bonuses, commissions, costs of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the **Insured Event** occurs and for sixty (60) days following the release;
- (ix) 100% of a relative of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due at the time the **Insured Event** occurs and for sixty (60) days following the release.
- (x) 100% of the gross salary including bonuses and allowances for a temporary replacement of a **Kidnapped** or **Detained** or **Hijacked Insured Person** for the duration of the **Kidnap** and/or **Detention** and/or **Hijack** and sixty (60) days thereafter, but shall not exceed the **Kidnapped** or **Detained** or **Hijacked Insured Person's** total remuneration at the time that the **Kidnap** or **Detention** or **Hijack** occurs;
- (xi) the costs incurred by the **Assured** for the salaries of employees specifically designated to assist in negotiating on any **Insured Event**, not to exceed the employees base rate of pay. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the **Assured** forwards an itemised account of such employees time, services and expenses;
- (xii) sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within seven days of the **Assured** receiving reimbursement of the same from Underwriters;
- (xiii) costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting **Insured Persons** and/or **Property** located in the country where an **Insured Event** has occurred whether or not such **Insured Event** involves such **Insured Persons** and/or **Property**, and on the specific recommendation of the Control Risks Group and/or alternative Security Consultants.
- (xiv) costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a **Kidnapped** or **Detained** or **Hijacked Insured Person**;
- (xv) reasonable fees and expenses of independent forensic analysts engaged by the **Assured**;
- (xvi) reasonable rest and rehabilitation expenses including meals and recreation incurred by the **Kidnap** and/or **Detention** and/or **Hijack** victim and a spouse and/or children incurred within 6 months following the release of the **Kidnap** and/or **Detention** and/or **Hijack** victim.
- (xvii) the reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person** solely and directly as a result of an **Insured Event**;

- (xviii) job retraining costs for the **Kidnap** and/or **Detention** and/or **Hijack** victim, including but not limited to salary of the **Kidnap** and/or **Detention** and/or **Hijack** victim while being re-trained, and costs of external training courses.
- (xix) all other reasonable expenses incurred by the **Assured** or **Insured Person(s)** in negotiating the release of a victim.

2.5 Legal Liability, being settlements or awards fees and judgements imposed upon and paid by the **Assured** as a result of an action for damages brought by or on behalf of any **Insured Person(s)** or his or their legal representative or shareholders solely and directly as a result of a **Kidnap** or a **Detention** or a **Hijack** or an **Extortion**. However;

- (i) the **Assured** shall neither admit any liability for, nor settle any claim, nor incur any costs or expenses without the prior authorization of Underwriters;
- (ii) Underwriters shall have the right to defend any such suit against the **Assured** and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the **Assured** shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their prior authorization, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements, awards and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards and judgements.

2.6 **Personal Accident.**

### 3. CONDITIONS

3.1 When the **Insured Event** has occurred, or is believed to have occurred, the **Assured** shall:-

- (i) inform Underwriters and the Control Risks Group and/or alternative Security Consultant and provide whatever information is required as soon as is practicable and inform (or allow the Control Risks Group and/or alternative Security Consultant to inform) the appropriate authorities responsible for law enforcement in the country where an **Insured Event** has occurred, or is believed to have occurred, of the **Ransom** demand as soon as is practicable having regard to the personal safety of the Victim;
- (ii) before agreeing to the payment of any **Ransom**, make every reasonable effort to:-
  - (a) determine that the **Insured Event** has actually occurred and is not a hoax;
  - (b) ensure that a senior official of the **Assured** agrees to the payment of the **Ransom**;
- (iii) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** had been surrendered under duress.

3.2 The **Assured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Insured Losses.

3.3 The **Assured** and **Insured Person(s)** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

- 3.4 In the event of any payment under this policy, Underwriters shall be subrogated to the extent of such payment to all the **Assured's** or **Insured Person(s)**' rights of recovery, and the **Assured** or **Insured Person(s)** shall execute all papers required and shall do everything necessary to enable Underwriters to bring suit in the name of the **Assured** or **Insured Person(s)**.
- 3.5 Other than as set forth in clause 2.5 hereof, Underwriters' liability hereunder shall in all cases be limited to the amount shown in the Schedule. Specifically, but without limiting the generality of the foregoing, Underwriters' liability shall not be increased because:
- (i) the **Assured** may comprise or include more than one legal entity. If more than one legal entity is named in this policy, only the first-named shall have any right to make, adjust, receive or enforce payment of any claim;
  - (ii) of renewal of this policy. Underwriters' liability shall not be cumulative from one Period of Insurance to another;
  - (iii) of any other reason whatsoever.
- 3.6 This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis.
- 3.7 No assignment of the **Assured's** interest hereunder shall be binding on Underwriters, unless and until their written consent thereto has been obtained and endorsed hereon.
- 3.8 Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent Underwriters from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.
- 3.9 Failure by Underwriters to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.
- 3.10 Under Section 2.6 **Personal Accident**, Underwriters will not be liable to pay compensation unless the Medical Advisors appointed by Underwriters shall be allowed as often as it is thought necessary within reason to examine the **Insured Person**.
- 3.11 It is agreed that the **Assured** shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:
- (i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;
  - (ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition and subject to notification of the new subsidiary to Underwriters within the 30 day period.

#### 4. EXCLUSIONS

Underwriters shall not be liable in respect of any losses which are or but for this insurance would be covered under any other insurance, save in excess of such other insurance. Further, Underwriters shall not be liable in respect of any losses caused by or arising from or attributable to any of the following circumstances:

- 4.1 The surrender of a **Ransom** in any face to face encounter, unless surrendered by a person who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand.
- 4.2 The surrender of a **Ransom**, either at the locations where the **Kidnap** or **Detention** or **Hijack** of one or more **Insured Persons** occurs or where the **Extortion** or **Products Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.
- 4.3 In respect of **Kidnap, Extortion, Products Extortion or Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent, contractor or sub-contractor of the **Assured**, or an **Insured Person** or agent thereof whether acting alone or in collusion with others.
- 4.4 In respect of **Detention** only:
- (i) a **Detention** which is for a period of less than twenty four hours;
  - (ii) any act or alleged act of the **Assured** or an **Insured Person** which would be a criminal offence if committed by the same party in the State where its headquarters are located or of which he is a national, unless Underwriters determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Assured** or the victim of a **Detention**;
  - (iii) failure of the **Assured** or an **Insured Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

## SCHEDULE

Attaching to policy reference:

1. **Assured:** As on file advised to and agreed by Underwriters.
2. **Period of Insurance:** From:  
To:  
Both days at 12:01 a.m. Local Standard Time.
3. **Insured Persons:** As on file advised to and agreed by Underwriters
4. **Territory:** Worldwide
5. **Premium:** USD
6. **Limits of Liability:**

(i)	Ransom: as described in 2.1	USD	per <b>Insured Event</b>
(ii)	Transit: as described in 2.2	USD	per <b>Insured Event</b>
(iii)	Control Risks Group and/or alternative Security Consultant fees and Expenses: as described in 2.3		Unlimited
(iv)	Additional Expenses as described in 2.4	USD	per <b>Insured Event</b>
(v)	Legal Liability: as described in 2.5	USD	per <b>Insured Event</b>
(vi)	Personal Accident as described in 2.6		
	Capital Sum Insured	USD	per <b>Insured Person</b>
		USD	in the annual aggregate

  

	Percentage of Capital Sum Insured
Benefits per <b>Insured Person</b>	
Death	100%
<b>Loss of Limb / Sight</b>	100%
<b>Permanent Total Disablement</b>	100%
<b>Loss of Extremity</b>	50%

IF AN INSURED EVENT OCCURS OR IS BELIEVED TO HAVE OCCURRED THE  
**CONTROL RISKS GROUP** SHOULD BE CONTACTED ON THE FOLLOWING TELEPHONE NUMBER:

**London: 44 207 481 1851 (24 hours)**  
**1-877-IOA-1455**  
*(please ask for the Response Operations Manager)*

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Authorized Representative