



Maritime Kidnap & Ransom Crisis Policy

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What to do in a Crisis

In the event an Insured Event has occurred or is believed might have occurred, ***immediately*** contact Terra Firma Risk Management on their 24/7 emergency contact number:

+44 (0)20 7127 0001

SCHEDULE

Policy Number: [Click here to enter text.](#)

1. Insured: [Click here to enter text.](#)

2. Insured Persons: The crew of the **Insured Vessel** and any supernumeraries and any persons legally on board such **Insured Vessel** with the permission of the **Insured** and/or the **Insured Vessel's** Master;

3. Insured Vessels: [Click here to enter text.](#)

4. Period of Insurance: [Click here to enter text.](#)

From: [Click here to enter text.](#)

To: [Click here to enter text.](#)

Both dates at 00:01 hours Local Standard Time at the Principal Address of the first listed **Insured**

5. Territory: [Click here to enter text.](#)

6. Premium: [Click here to enter text.](#)

7. Limits of Liability:

A. For **Kidnap** (coverage 1.1) and **Hijack** (Coverage 1.2):

i.	Ransom (Insured Loss 2.1):	Click here to enter text.	per Insured Event
ii.	Ransom in Transit (Insured Loss 2.2):	Click here to enter text.	per Insured Event
iii.	Crisis Consultants' Fees and Expenses (Insured Loss 2.3):	UNLIMITED	per Insured Event
iv.	Additional Expenses (Insured Loss 2.4):	Click here to enter text.	per Insured Event
	But not exceeding (within the limit for Accidental Expenses) in respect of 2.4.8:	USD25,000	per Insured Event
	But not exceeding (within the limit for Accidental Expenses) in respect of 2.4.18:	USD50,000	per Insured Event
	But not exceeding (within the limit for	USD250,000	per Insured Event

Accidental Expenses) in respect of 2.4.19 and 2.4.20 combined:

v.	Legal Liability (Insured Loss 2.5):	Click here to enter text.	per Insured Event
vi.	Personal Accident (Insured Loss 2.6):	Click here to enter text.	per Insured Person
		Click here to enter text.	in the Aggregate per Insured Event
B. For Hijack (coverage 1.2):			
vii.	Loss of Hire (Insured Loss 2.7)	Click here to enter text.	per Hijack
		Click here to enter text.	In the Aggregate for all Hijacks
		Maximum Daily Indemnity	Click here to enter text.
		Excess Period	Click here to enter text.
		Maximum Indemnity Period	Click here to enter text.

8. Law & Jurisdiction:

Laws of Hong Kong Special Administrative Region (as per clause 5.8 of the Policy)

Hong Kong Special Administrative Region Arbitration (as per clause 5.2 of the Policy)

9. Insurer:

[Click here to enter text.](#)

POLICY TERMS

Please read the entire Policy carefully and discuss its terms, conditions, and exclusions with your insurance broker or adviser. Various provisions of this Policy restrict coverage. Refer to the Definitions section for words and phrases in bold, which have special meaning.

1. COVERAGE

In consideration of the premium paid by the **Insured**, and subject to the terms in this document together with any endorsements, the **Insurer** agrees to indemnify the **Insured** and/or an **Insured Person** for **Insured Loss** directly caused by any of the following **Insured Events** that commence during the **Period of Insurance** set forth in Item 4 of the Schedule:

- 1.1. **Kidnap**
- 1.2. **Hijack**

2. INSURED LOSS

The **Insurer's** obligation to indemnify for **Insured Loss** shall not exceed the amounts stated in Item 7 of the Schedule and shall be limited to the following:

Ransom

- 2.1. **Ransom** which has been surrendered. In the case of marketable securities, goods or services, the **Insurer** shall reimburse the actual cash value at the time of surrender.

Ransom in Transit

- 2.2. The loss in transit of a **Ransom** due to actual damage, destruction, disappearance, confiscation, or wrongful abstraction, while the **Ransom** is being conveyed to the person who has demanded it, provided the individuals who are engaged in the conveyance have been duly authorised to do so by the **Insured** and/or an **Insured Person**.

Crisis Consultants' Fees and Expenses

- 2.3. The fees and expenses of **Terra Firma Risk Management**.

Additional Expenses

- 2.4. Additional expenses listed below which are incurred by the **Insured** and/or an **Insured Person** immediately following and for the duration of an **Insured Event**, provided these additional expenses are necessarily and solely incurred as a direct result of an **Insured Event**:

Independent Professionals' Fees

- 2.4.1. reasonable fees and expenses of an independent negotiator engaged with the prior written authorisation of the **Insurer**;
- 2.4.2. reasonable fees and expenses of an independent public relations consultant and/or interpreter engaged with the prior written authorisation of the **Insurer**;
- 2.4.3. reasonable fees and expenses of independent forensic analysts engaged with the prior written

authorisation of the **Insurer**;

- 2.4.4. reasonable fees for independent legal advice incurred prior to the release and within thirty-six (36) months following the release of the victim of an **Insured Event**;

Travel

- 2.4.5. reasonable costs of travel and accommodation incurred by the **Insured** and/or an **Insured Person**;

Medical and Recovery

- 2.4.6. reasonable fees for independent psychiatric care, medical care and/or dental care incurred prior to the release and within thirty-six (36) months following the release of the victim of an **Insured Event**;
- 2.4.7. reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person**;
- 2.4.8. reasonable rest and rehabilitation expenses including meals and recreation incurred by the victim of an **Insured Event** and a spouse or civil partner and/or children incurred within six (6) months following the release of the victim;
- 2.4.9. reasonable job retraining costs and/or costs of external job training courses for the victim of an **Insured Event** where such costs are necessitated as a result of the **Insured Event**;

Remuneration

- 2.4.10. one hundred percent (100%) of the gross remuneration, including salary and bonuses, commissions, cost of living adjustment, foreign tax reimbursements and/or Mandatory Provident Fund contributions, which was contractually owed to or could reasonably be expected based on past performance by an **Insured Person** who is a victim of an **Insured Event** from the time such an **Insured Event** occurs up to (a) sixty (60) days following their release or (b) their return to work, whichever occurs first;
- 2.4.11. one hundred percent (100%) of the gross remuneration, including salary and bonuses, commissions, cost of living adjustment, foreign tax reimbursements and/or Mandatory Provident Fund contributions, which was contractually owed to or could reasonably be expected based upon past performance, by a relative of an **Insured Person** who is a victim of an **Insured Event** provided such relative leaves their employment in order to assist in the negotiations for the release of the victim or search for the victim, from the time such an **Insured Event** occurs up to (a) sixty (60) days following the victim's release or (b) the relative's return to work, whichever occurs first;
- 2.4.12. one hundred percent (100%) of the gross remuneration, including salary, bonuses, and allowance, of a temporary work replacement for an **Insured Person** who is a victim of an **Insured Event** from the time such an **Insured Event** occurs up to (a) sixty (60) days following the victim's release or (b) return to work, whichever occurs first, but not exceeding the total compensation that otherwise would have been paid to such **Insured Person** during the same time period;
- 2.4.13. reasonable costs incurred by the **Insured** for the salaries of **Employees** specifically designated to assist in negotiating the release of the **Insured Vessel** or victim during 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 **Insured** forwards an itemised account of such **Employees'** time, services and expenses;
- 2.4.14. **Personal Financial Loss**;

Security and Resolution

- 2.4.15. reasonable costs of communications and recording equipment incurred solely and directly to obtain the release of the **Insured Vessel** or of an **Insured Person** who is a victim of an **Insured Event**;
- 2.4.16. reasonable reward or other monetary consideration paid by the **Insured** or an **Insured Person** to an informant for material information, which is not otherwise obtainable and which directly leads to recovery of the **Insured Vessel** or the victim of an **Insured Event** or his or her remains;
- 2.4.17. reasonable publicity costs incurred solely and directly to assist in the resolution of an **Insured Event**;
- 2.4.18. reasonable payments made to third party negotiators, agents or intermediaries purporting to represent those persons holding captive an **Insured Person** or an **Insured Vessel** during an **Insured Event**, with the prior written authorisation of the **Insurer**;

Other

- 2.4.19. the cost of fuel oil used by the **Hijacked Insured Vessel** solely and directly as a result of and only for the duration of a **Hijack**;
- 2.4.20. reasonable costs incurred and paid to the port authorities for the **Hijacked Insured Vessel** calling at unscheduled ports solely and directly as a result of a **Hijack**. The **Insurer** will only cover such costs for up to, but not exceeding, 28 consecutive days from the end of the **Hijack** of the **Insured Vessel**;
- 2.4.21. reasonable funeral and burial expenses, including repatriation of remains, of an **Insured Person** in the event of his or her death directly resulting from an **Insured Event**;
- 2.4.22. interest on loans obtained specifically to meet **Insured Loss** which is otherwise reimbursed under the Policy; but only in respect of interest accruing for up to seven (7) days after reimbursement by the **Insurer** of the **Insured Loss**;
- 2.4.23. any other reasonable fees and expenses incurred by the **Insured** or **Insured Person** with the prior written approval of the **Insurer**.

Legal Liability

- 2.5. Amounts for which the **Insured** has legal liability (including claimant's legal costs) and reasonable defence costs incurred with the prior written consent of the **Insurer**, in an action for damages brought by or on behalf of an **Insured Person** against the **Insured** solely and directly as a result of an **Insured Event**.
 - 2.5.1. The **Insured** shall make no admissions and enter no settlements and incur no costs or expenses without the prior written authorisation of the **Insurer**.
 - 2.5.2. The **Insured** shall cooperate fully with the **Insurer** in all things in connection with the action.
 - 2.5.3. The **Insurer** shall:
 - (a) have the right and opportunity to defend any such action against the **Insured**;
 - (b) be entitled to carry out whatever investigation the **Insurer** may, in its absolute discretion, consider appropriate; and
 - (c) be entitled to settle the action in such manner, to such extent and with such outcome as the

Insurer may, in its absolute discretion, consider expedient.

2.5.4. If the **Insured**:

- (a) fails to comply with its obligations in paragraphs 2.5.1 or 2.5.2; or
- (b) prevents or hinders the **Insurer's** exercise of, or prejudices the position of the **Insurer** in respect of, its rights in paragraph 2.5.3 in any way,

then this Policy shall afford no cover, and no indemnity or other sum shall be payable, in connection with that legal liability or action.

2.5.5. Defence costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written authorisation, are payable in addition to the limit for legal liability in the Schedule. However, if the total amount for legal liability in respect of an action to which such defence costs relate exceeds the limit for legal liability, this Policy shall pay only that proportion of defence costs which the limit for legal liability bears to the total of such legal liability.

Personal Accident

2.6. Injuries sustained by an **Insured Person** as a result of a **Personal Accident**.

Loss of Hire

2.7. Loss of **Hire** actually sustained by the **Insured** for the period of the **Hijack** of the **Insured Vessel** up to but not exceeding the maximum daily indemnity amount at Item 7 of the Schedule from the time such **Insured Vessel** was **Hijacked** until no later than the last day of the maximum indemnity period at Item 7 of the Schedule or the date of the release of the **Insured Vessel**, whichever occurs earlier. The **Insurer** shall only indemnify the **Insured** for loss of **Hire** if the period of the **Hijack** exceeds the excess period at Item 7 of the Schedule.

3. DEFINITIONS

- 3.1. **Charter Party** means the contract for hire made on a time charter basis between the ship-owner and the charterer.
- 3.2. **Employee** means all full or part-time employees who are employed under a contract of service or apprenticeship with the **Insured** and who would be deemed to be employees by virtue of the Employees' Compensation Ordinance, Chapter 282 of the Laws of Hong Kong.

For the avoidance of doubt, **Employee** does not include an independent contractor (if an individual) or the employees of an independent contractor (if the independent contractor, is a company, partnership, joint venture or other corporate vehicle) operating under a contract for services between the **Insured** and the independent contractor.

- 3.3. **Hijack/Hijacked** means the actual or alleged illegal boarding and holding captive of an **Insured Vessel** by persons who then demand a **Ransom** as a condition of release of the **Insured Vessel**.
- 3.4. **Hire** means the actual daily rate of charter hire stipulated in the **Charter Party** which is paid by the **Insured** during the period of the **Hijack** in accordance with the terms of the **Charter Party** or the potential time charter equivalent rate applicable as agreed by the **Insurer** in advance.
- 3.5. **Insured** means the entity or person specified at Item 1 of the Schedule.
- 3.6. **Insured Event** means any incident referred to in Section 1 which is covered by this Policy, or a series of acts committed in furtherance of such incident.
- 3.7. **Insured Loss** means those amounts and expenses that the **Insured** incurs, or injuries and losses that an **Insured Person** sustains, which are directly caused by an **Insured Event** and which are specified in Section 2 of this Policy.

For each **Insured Event** the applicable categories of **Insured Loss** and monetary limits are listed at Item 7 of the Schedule.

- 3.8. **Insured Person** means:
- 3.8.1. anyone specified at Item 2 of the Schedule;
 - 3.8.2. a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**.
- 3.9. **Insured Vessel** means any vessel specified at Item 3 of the Schedule.
- 3.10. **Insurer** means the insurer providing this insurance as indicated at Item 9 of the Schedule.
- 3.11. **Kidnap** means any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away by force or fraud, of one or more **Insured Person** for the purpose of demanding **Ransom** as a condition of release of the victim.
- 3.12. **Period of Insurance** means the time for which this Policy is in force as specified at Item 4 of the Schedule.
- 3.13. **Personal Accident** means injury (fatal or otherwise) sustained by an **Insured Person**, solely and directly as a result of an **Insured Event**, provided that such injury, within twelve (12) calendar months from the date of the **Insured Event**, results in any one of the following:
- 3.13.1. Loss of Sight – the entire and irrevocable loss of vision of one or both eyes, as certified by a qualified practitioner specialising in ophthalmology and approved by the **Insurer**. The limit of loss

for Loss of Sight is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.2. Loss of Hearing – the entire and irrevocable loss of hearing of one or both ears, as certified by a qualified practitioner specialising in audiology and approved by the **Insurer**. The limit of loss for Loss of Hearing is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.3. Loss of Extremity – the permanent physical separation or the total and irrevocable loss of use of one or more fingers, toes, ears, nose, or genital organs or parts of these caused by mutilation. The limit of loss for Loss of Extremity is fifty percent (50%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.4. Loss of Limb – the permanent loss by separation or the total and irrevocable loss of use of one or both hands at or above the wrist or a foot or both feet at or above the ankle. The limit of loss for Loss of Limb is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.5. Permanent Total Disablement – bodily injury which necessarily and continuously prevents an **Insured Person** from attending to every aspect of his or her normal business or occupation for a period of twelve (12) consecutive calendar months or, if the **Insured Person** has no business or occupation, confines him or her immediately and continuously to the home and prevents him or her from attending to normal duties of daily life; provided that at the end of such twelve (12) month period, two qualified medical practitioners, who have been approved by the **Insurer**, certify that the **Insured Person** is disabled and beyond hope of improvement. The limit of loss for Permanent Total Disablement is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.6. Death of an **Insured Person** - the limit of loss for Death is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.

3.13.7. Disappearance Considered a Death – if an **Insured Person** disappears while this Policy is in effect and his or her body is not found within twelve (12) months after disappearance and sufficient evidence is produced to the **Insurer** that leads inevitably to the conclusion that the **Insured Person** sustained death solely and directly as a result of an **Insured Event**, the **Insurer** shall provide the relevant coverage under this Policy, so long as the person or persons to whom such a sum is payable shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living. The limit of loss for Disappearance Considered a Death is one hundred percent (100%) of the per **Insured Person** Limit as shown on the Schedule for the **Insured Event**.

3.14. **Personal Financial Loss** means loss suffered by an **Insured Person** solely as a result of the physical inability of a victim of an **Insured Event** to attend to personal financial matters while such an **Insured Event** is ongoing.

3.15. **Ransom** means cash and/or marketable securities, goods, or services surrendered or to be surrendered by or on behalf of the **Insured** or an **Insured Person** to meet a **Kidnap** or **Hijack** demand.

3.16. **Terra Firma Risk Management** means Terra Firma Risk Management LLP or such other independent crisis management consultants appointed with the prior written approval of the **Insurer**.

4. EXCLUSIONS

The **Insurer** shall not be liable in respect of any losses for or 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 a **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 location where the **Kidnap** of one or more **Insured Person** occurs or where the **Hijack** of the **Insured Vessel** occurs, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.
- 4.3. A fraudulent or criminal act of
 - 4.3.1. the **Insured**;
 - 4.3.2. a director, officer, **Employee**, or agent of the **Insured**; or
 - 4.3.3. an **Insured Person** or agent thereof,whether acting alone or in collusion with others.
- 4.4. Any loss or damage to the **Insured Vessel**.
- 4.5. The surrender of the **Insured Vessel** and/or cargo, goods and/or cash being transported by the **Insured Vessel** for use as a **Ransom**.
- 4.6. In respect of loss of **Hire** only:
 - 4.6.1. Loss of **Hire** caused by or arising from or attributable to any event occurring after the release of the **Insured Vessel** or the expiry of the maximum indemnity period specified at Item 7 of the Schedule, whichever occurs first. Specifically, but without limiting the generality of the foregoing, the **Insurer** shall not be liable in such case, whether such loss is attributed to loss of market share or otherwise;
 - 4.6.2. Fines or damages for breach of contract or for late or non-completion of orders, penalties of any nature, loss of market share or any other consequential loss.

5. CONDITIONS

- 5.1. AGGREGATION: If more than one **Insured Event** is or was carried out in furtherance of another **Insured Event** or as part of a common scheme, they shall be deemed to be connected and to constitute a single **Insured Event**. The limit of indemnity provided by this Policy for such a deemed single **Insured Event** shall not exceed the highest applicable limit of indemnity of any one of the **Insured Events** deemed to be connected and to constitute the single **Insured Event**.

There shall be no liability under this Policy in respect of a series of **Insured Events** that began before the **Period of Insurance**.

- 5.2. ARBITRATION CLAUSE:

- 5.2.1. All disputes and differences arising under or in connection with this Policy shall be referred to arbitration under the Hong Kong International Arbitration Centre Rules.
- 5.2.2. The Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.
- 5.2.3. The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.
- 5.2.4. Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application the Hong Kong International Arbitration Centre will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by the Hong Kong International Arbitration Centre the party or arbitrators in default may make such appointment.
- 5.2.5. The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.
- 5.2.6. The seat of arbitration shall be Hong Kong Special Administrative Region.

- 5.3. ASSIGNMENT: No assignment of the **Insured's** or **Insured Person's** interest under this Policy shall be binding on the **Insurer**, unless and until the **Insurer's** written consent to the assignment has been obtained and endorsed to the Policy.

- 5.4. ASSISTANCE AND COOPERATION: The **Insured** and any **Insured Person** will cooperate with the **Insurer** in all matters relating to this Policy. This may include, but is not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration or other proceedings.

- 5.5. BURDEN OF PROOF - RANSOM: When requesting the reimbursement of a **Ransom** under the Policy, the **Insured** shall bear the burden of demonstrating that such **Ransom** has been surrendered under duress.

- 5.6. CANCELLATION:

- 5.6.1. This Policy may be cancelled by the **Insured** upon delivery or posting of written notice to the **Insurer** stating when such cancellation shall be effective. If the **Insured** cancels, earned premium shall be calculated on a pro-rata basis unless a claim has been made under the Policy, in which case the **Insurer** shall be entitled to the entire premium.

- 5.6.2. This Policy may be cancelled by the **Insurer**, but solely as a result of non-payment of premium by the **Insured** within 90 days of inception or as otherwise specified. In such event, the **Insurer** shall deliver or post, to the **Insured**, at the last address known to the **Insurer**, a written notice of cancellation, stating when (not less than 30 days later) such cancellation shall be effective. The **Period of Insurance** will end on that date. If the **Insurer** cancels, earned premium shall be calculated on a pro rata basis.
- 5.6.3. In the event of cancellation by either the **Insured** or the **Insurer** if notice is sent by post, proof of postage will be sufficient proof of notice having been given, and the date of cancellation shall be the date stated in the posted notice.
- 5.7. **CHANGES:** The terms of this Policy can only be waived or changed by written endorsement agreed by the **Insurer** and forming part of this Policy. Failure by the **Insurer** to exercise or enforce any rights under the **Policy** will not be deemed to be a waiver of such rights.
- 5.8. **CHOICE OF LAW:** This Policy shall be governed and interpreted according to the laws of Hong Kong Special Administrative Region unless otherwise stated in any slip or Schedule.
- 5.9. **COMPUTATION OF LOSS:** In the event of a loss of **Hire**, claims for payments by the **Insured** from the **Insurer** shall be made as soon as practicable and shall be accompanied by a computation of loss, prepared by a recognised firm of accountants or adjusters using standard accountancy procedures, which sets out in detail how the loss has been calculated and what assumptions have been made. The calculation shall take into account any savings or recoveries or offsetting of losses which have been made or which the **Insured** could reasonably have been expected to make, and the ability of the **Insured** to resume the contractual voyage.
- 5.10. **CONFIDENTIALITY:** The **Insured** will not disclose the terms or the existence of this Policy without the **Insurer's** prior written consent, except in confidence to those who need to know of the Policy's existence or terms for business or security purposes. In the event of any failure to comply with this clause, then this Policy shall afford no cover, and no indemnity or other sum shall be payable, in connection with any **Insured Event**.
- 5.11. **CURRENCY AND VALUATION:** The Limits of Liability of the Policy and the **Insurer's** obligation to indemnify for **Insured Loss** are in the currency stated in the Schedule. Claims will be adjusted and paid in the stated currency, unless directed otherwise by the **Insured**. In the event of a loss adjustment involving currency conversion, the exchange rate will be calculated by using the rate of exchange published in The Financial Times on the date the **Insured**, as appropriate for each **Insured Loss**, either makes a payment or incurs a cost or liability. If The Financial Times is not published on that date, the rate of exchange will be as published on the next business day.
- In the event of any payment of **Insured Loss** by the **Insured** or **Insured Person** in marketable securities, goods, or services, the **Insurer** shall pay the lesser of:
- 5.11.1. the actual cash value of the securities, goods, or services at the time of their surrender; or
- 5.11.2. the actual cost to replace or repair such securities, goods, or services with consideration of similar quality and value.
- 5.12. **LIMITS:** The **Insurer's** liability under the Policy shall in all cases be limited to the limits of indemnity shown in the Schedule. Specifically, but without limiting the generality of the foregoing, the **Insurer's** liability shall not be increased because:
- 5.12.1. the **Insured** may comprise or include one or more legal entity;
- 5.12.2. an **Insured Event** may involve the **Insured** and/or one or more **Insured Person**;

5.12.3. of renewal of this Policy. The **Insurer's** liability shall not be cumulative from one period of insurance to another; or

5.12.4. of any other reason whatsoever.

5.13. MEDICAL CARE AND EXAMINATIONS: With regard to any **Insured Loss** as a result of a **Personal Accident**, the following additional conditions apply:

5.13.1. Any **Insured Person** who suffers an incident which caused or may cause **Personal Accident** within the meaning of this Policy must place himself/herself under the care of a qualified medical practitioner approved by the **Insurer** as early as possible after the incident.

5.13.2. The **Insurer** will not be liable to pay compensation unless the medical advisors appointed by the **Insurer** shall be allowed as often as the **Insurer** reasonably considers necessary to examine the **Insured Person**.

5.14. MITIGATION OF LOSS: The **Insured** and/or **Insured Person** shall use due diligence and undertake or (at the **Insurer's** option) concur in the **Insurer's** undertaking of all things reasonably practicable to avoid or diminish any **Insured Loss**.

5.15. NOTICE OF CLAIM: When an **Insured Event** has occurred, or is believed to have occurred, the **Insured** shall:

5.15.1. notify the **Insurer** and Terra Firma Risk Management LLP (or, where another independent crisis management consultant has already been agreed with the **Insurer's** prior written approval, such consultant), and provide whatever information is required, as soon as is practicable;

5.15.2. inform or allow Terra Firma Risk Management LLP (or, where another independent crisis management consultant has already been agreed with the **Insurer's** prior written approval, such consultant), to inform the appropriate authorities responsible for law enforcement in the country where the **Insured Event** has occurred, or is believed to have occurred, of the **Insured Event**, including any **Ransom** demand, as soon as is practicable, but taking into consideration the personal safety of the victim;

5.15.3. 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; and

(b) ensure that the **Insured**, by a senior officer or principal, agrees to the payment of the **Ransom**.

If the **Insured** fails to comply with its obligations in paragraphs 5.15.1 to 5.15.3 then this Policy shall afford no cover, and no indemnity or other sum shall be payable, in connection with that **Insured Event**.

5.16. OFFSET: The **Insurer** shall be entitled to set-off amounts due to the **Insured** and/or any **Insured Person** under the Policy against any sums due from the **Insured** and/or any **Insured Person** to the **Insurer**.

5.17. OTHER INSURANCE: The insurance provided by this Policy will be excess over any other valid and collectible kidnap, ransom and/or hijack insurance (except for the **Insured's** Hull and Machinery Insurance and/or the **Insured's** Marine War Risk insurance).

If the **Insured** or **Insured Person** has other insurance (except for the **Insured's** Hull and Machinery insurance and/or the **Insured's** Marine War Risk insurance) against an **Insured Event** covered by this Policy that purports to be excess of this insurance, the **Insurer** will not be liable under the Policy for a greater proportion of such loss and claims expenses than the applicable Limit of Insurance stated in the Schedule bears to the total applicable limit of insurance of all valid and collectible insurance against such loss.

If the **Insured** or **Insured Person** has other insurance provided by an XL Group company (except for the **Insured's** Hull and Machinery insurance and/or the **Insured's** Marine War Risk insurance) against an **Insured Loss** covered by this Policy, the maximum Limits/Sublimits for **Insured Events** under all policies will not exceed the highest applicable Limits/Sublimits for **Insured Event** available under any one Policy.

- 5.18. PERSONAL ACCIDENT: With regard to any **Insured Loss** as a result of a **Personal Accident**, the following additional conditions apply:
- 5.18.1. Where more than one injury, as listed in clauses 3.13.1 to 3.13.5, is sustained by the same **Insured Person**, the **Insurer** shall not pay in the aggregate above the highest single limit.
- 5.18.2. Where an **Insured Person** dies within 24 hours of sustaining an injury listed in clauses 3.13.1 to 3.13.5, the **Insurer** shall make payment only under clause 3.13.6, and shall not make any payment in respect of such prior injury.
- 5.19. PRESENTATION / PAYMENT OF CLAIMS: It is understood and agreed that:
- 5.19.1. The **Insured** will, save at the sole discretion of the **Insurer**, present, agree, receive and enforce payment of any **Insured Loss** under the Policy (whether in respect of any **Insured Loss** sustained by the **Insured** or any **Insured Person**).
- 5.19.2. If more than one legal entity is named in this Policy as an **Insured**, only the first-named entity shall have the right to present, agree, receive or enforce payment of any **Insured Loss**.
- 5.20. SANCTIONS: The **Insurer** shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 5.21. SUBROGATION: The **Insurer** waives all rights of subrogation against the **Insured's** Hull & Machinery and/or Marine War Risks insurers. In all other cases, in the event of any payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all rights of recovery of the **Insured** and/or any **Insured Person**. The **Insured** and any **Insured Person** shall execute all papers required and shall do everything necessary to enable the **Insurer** to bring an action in the name of the **Insured** or the **Insured Person**.
- 5.22. TERRITORY: This Policy applies to an **Insured Event** anywhere in the world, except as limited in the Schedule.

6. COMPLAINTS

The **Insurer** is dedicated to providing the **Insured** with a high quality service and the **Insurer** wants to ensure that it maintains this at all times. If the **Insured** feels that the **Insurer** has not offered a first class service please write and tell us and the **Insurer** will do its best to resolve the problem.

If the **Insured** has any questions or concerns about the policy or the handling of a claim the **Insured** should in the first instance contact:

Country Manager
XL Insurance Company SE (Hong Kong Branch)
1808 Dah Sing Financial Centre
108 Gloucester Road
Wanchai
Hong Kong
Telephone +852 2820 5888

Please quote the policy or claim number and the name of the **Insured** in any correspondence.

In the event that the **Insured** remains dissatisfied and wishes to make a complaint, the **Insured** may have the right to refer the complaint to the Insurance Claims Complaints Bureau.

Their address is:

Insurance Claims Complaints Bureau
29/F, Sunshine Plaza
353 Lockhart Road
Wanchai
Hong Kong
Telephone +852 2520 1868