

KIDNAP AND RANSOM INSURANCE

THIS IS AN EVENT OCCURRENCE POLICY.

PLEASE READ IT CAREFULLY.

In consideration of the payment of the premium or agreement to pay the premium, in reliance upon the representations and statements contained in the Proposal and subject to the terms, conditions, definitions and exclusions contained in this Policy and any endorsements attached there to, the **Insurer** and the **Insured** agree as follows:

1. INSURING AGREEMENTS

(A) INSURED EVENTS COVER

The **Insurer** shall indemnify the **Insured** and/or **Insured Persons** for any **Insured Losses** in excess of the Deductible and subject to the Limits of Liability set forth in the SCHEDULE incurred directly and as a result of an **Insured Event** which first occurs during the Policy Period.

(B) ADDITIONAL COVERED EVENTS COVER

The **Insurer** shall indemnify the **Insured** and/or **Insured Persons** for any **Additional Covered Event Expenses** subject to the Limits of Liability set forth in the SCHEDULE incurred directly and as a result of an **Additional Covered Event** which first occurs during the Policy Period.

2. COVERED EVENTS

(A) **Insured Events** shall consist of the following:

- (a) **Kidnapping**; or
- (b) **Express Kidnapping**; or
- (c) **Hijacking**; or
- (d) **Detention**; or
- (e) **Extortion**.

All **Insured Events** resulting from any one **Insured Event** or connected series of **Insured Events** will be deemed to be one **Insured Event**.

(B) **Additional Covered Events** shall consist of the following:

- (a) Threat Event; or
- (b) Disappearance Event.

All **Additional Covered Events** resulting from any one **Additional Covered Event** or connected series of **Additional Covered Events** will be deemed to be one **Additional Covered Event**.

Toll Free: 1-800-103-5499; SMS "claim" to 56161

GSTIN: 07AAACI7573H1ZE; SAC Code: 9971

Regd. Office: IFFCO SADAN, C1 Distt Centre, Saket, New Delhi -110017

Corporate Identification Number (CIN) U74899DL2000PLC107621, IRDA Reg. No. 106

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3. COVERED LOSSES AND EXPENSES

(A) **Insured Losses** shall consist of the following:

- (a) **Ransom**; or
- (b) **Personal Belongings**; or
- (c) **Transit Loss**; or
- (d) **Legal Liability**; or
- (e) **Additional Expenses**; or
- (f) **Crisis Response Fees and Expenses**; or
- (g) **Accidental Death and Dismemberment**; or
- (h) **Recall Expenses**.

(B) Additional Covered Event Expenses shall consist of the following:

- (a) **Threat Response Expenses**; or
- (b) **Disappearance Investigation Expenses**.

4. DEFINITIONS

In this Policy the following words in bold shall have the definition that follow:

1. **Accidental Death and Dismemberment** means **Loss of Limb, Mutilation, Loss of Sight, Loss of Speech, Permanent Total Disability**, or death sustained by an **Insured Person** directly and solely as a result of an **Insured Event** provided that such injury or death occurs within 365 days following the conclusion of an **Insured Event**.

For the purposes of coverage of **Accidental Death and Dismemberment** thereunder:

- (a) **Loss of Limb** means the severance or the total and irrecoverable loss of use of the arm through or above the wrist, or leg through or above the ankle;
- (b) **Mutilation** means the permanent severance or total irrecoverable loss of use of one or several finger(s), toe(s), ear(s), genital organ(s) or of the nose, or part of the foregoing;
- (c) **Loss of Sight** means entire and irrevocable the loss of sight in one or both eyes;
- (d) **Loss of Speech** means the permanent total loss of the capacity of speech;
- (e) **Permanent Total Disability** means any mental or physical condition that necessarily and continuously disables an **Insured Person** from attending to every aspect of his or her normal business or occupation for a period of twelve (12) calendar months following the conclusion of an **Insured Event** and, at the end of such period is certified by two qualified medical practitioners approved by the **Insurer** as being beyond hope of improvement. If the **Insured Person** has

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no business occupation, the disablement must confine the **Insured Person** immediately and continuously to the house and disable him or her from attending to his or her normal duties;

- (f) The **Insurers** shall pay the death indemnity in one sum to the estate of the deceased;
- (g) Any indemnity for Loss of Limb, Mutilation, Loss of Sight, Loss of Speech or Permanent Total Disability will be payable to the victim;
- (h) The **Insurer** agrees to pay the death indemnity in the event that the victim's body is not recovered within twelve (12) months following the **Insured Event** and sufficient evidence exists for the **Insurer** to conclude that the victim has died solely and directly as a result of an otherwise covered **Insured Event** or attempt thereat. Notwithstanding the foregoing, it shall be a specific condition precedent to such payment that the intended beneficiary duly execute an undertaking or agreement to refund such amount, promptly and in its entirety, to the **Insurer** if the victim is subsequently found to be alive.
2. **Additional Covered Event** means any of the events listed under COVERED EVENTS (B).
3. **Additional Covered Event Expenses** means any of the expenses listed under COVERED LOSSES AND EXPENSES (B).
4. **Additional Expenses** means any reasonable and necessary expenses incurred by the **Insured** or **Insured Person** directly and solely as a result of an **Insured Event**, and shall be limited to:
- (a) Reward monies paid by the **Insured** or **Insured Persons** to an **Informant** for information that leads to the arrest and conviction of parties responsible for any **Insured Event** or the return of an **Express Kidnapping, Kidnapping, Hijacking, or Detention** victim or the remains of said victim;
- (b) Fees and expenses of persons retained by the **Insured** or **Insured Persons** to aid in the investigation and conclusion of an **Insured Event**, provided that the **Insurer** has given its prior consent for the use of said persons;
- (c) Interest on any loan made to the **Insured** or **Insured Persons** for the purpose of paying any **Insured Losses**. The **Insurer's** liability for such interest will cease at the time it tenders payment to the **Insured** for **Insured Losses**. Furthermore, the **Insurer** shall not be liable for interest on any loan obtained more than ninety (90) days prior to payment of any **Insured Losses** nor shall the **Insurer** be liable for any interest incurred beyond the date that the **Insured** receives reimbursement from the **Insurer** for any **Insured Losses**;
- (d) Travel and/or accommodation expenses, including the travel and/or accommodation expenses of the victim of an **Insured Event** to rejoin his or her family upon the release of said victim and travel and accommodation expenses of any individual temporarily performing the duties of said victim;
- (e) The **Salary** of:
- (i) An **Insured Person** while said **Insured Person** is the victim of an **Insured Event** and for a period of ninety (90) days following the conclusion of an **Insured Event**, provided said **Insured Person** is unable to perform his or her normal employment duties or has returned to work and not yet completed job retraining;
- (ii) Any individual temporarily performing the duties of an **Insured Person** who is a

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victim of an **Insured Event** up to a period of ninety (90) days following the conclusion of an **Insured Event**, provided that such **Salary** does not exceed

that of the victim and provided that the victim has not yet returned to work or has returned to work and not yet completed job retraining; and/or

- (iii) Any **Relative** of the victim of an **Insured Event** who leaves his or her employment to assist in the investigation or negotiation of the release of the victim of an **Insured Event** or is otherwise unable to perform his or her normal duties up to a period of ninety (90) days following the conclusion of an **Insured Event**.
 - (f) Any personal financial loss suffered by an **Insured Person** solely and directly as a result of the physical inability of the **Insured Person** to attend to personal financial matters during the period of confinement. Coverage as provided hereunder shall include, but not be limited to, failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions;
 - (g) **Salary** and expenses of the **Insured's** salaried employees specifically assigned to assist in investigating or negotiating any **Insured Event** not to exceed the employee's basic hourly rate of pay, provided that the **Insured** furnishes an itemised account of such employee's time, services and expenses;
 - (h) Fees and expenses of security guards retained by the **Insured** for the purpose of protecting **Insured Persons** or **Property**, provided that those persons specified as Crisis Response firm in the SCHEDULE have recommended the use of said security guards;
 - (i) Costs of advertising, communication and recording equipment to aid in the conclusion of an **Insured Event**;
 - (j) Legal fees and related expenses, fees and expenses of independent public relations consultants, interpreters, and independent forensic analysts;
 - (k) Job retraining costs of an **Insured Person** who is the victim of an **Insured Event**, including the cost of external training courses;
 - (l) Rest and rehabilitation expenses incurred by an **Insured Person** who is the victim of an **Insured Event** and said victim's spouse, common-law spouse, domestic partner, fiancé, fiancée and/or children incurred within twenty-four (24) months following the conclusion of an **Insured Event**;
 - (m) Medical, psychiatric and/or cosmetic or plastic surgery expenses incurred by an **Insured Person** who is the victim of an **Insured Event** within thirty-six (36) months following the conclusion of an **Insured Event**;
 - (n) Expenses to repatriate the body of an **Insured Person** as a result of a death in the course of an **Insured Event**;
 - (o) Burial expenses as a result of the death of an **Insured Person** in the course of an **Insured Event**; and/or
 - (p) Any other reasonable expenses incurred in negotiating an **Insured Event**.
5. **Computer Virus** shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

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6. **Crisis Response Fees and Expenses** means all fees and expenses of the Crisis Response firms specified in the SCHEDULE.
7. **Detention** means an arbitrary and capricious act of confinement of an **Insured Person** against such **Insured Person**'s will.
8. **Disappearance Event** means the disappearance of an **Insured Person** for a period exceeding the Waiting Period stated in the SCHEDULE for **Disappearance Investigation Expenses** from the time of the last reported contact with said **Insured Person**.
9. **Disappearance Investigation Expenses** means the reasonable and necessary investigation expenses of the Crisis Response firms specified in the SCHEDULE to investigate a **Disappearance Event** incurred during the Indemnity Period stated in the SCHEDULE for **Disappearance Investigation Expenses**.
10. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
11. **Express Kidnapping** means the actual or attempted abduction and holding of an **Insured Person** against such **Insured Person**'s will where **Personal Belongings** and/or readily available assets of the captive person are surrendered by the captive person in exchange for his or her release.
12. **Extortion** means a threat, communicated directly or indirectly to the **Insured** or to an **Insured Person** by a person or persons who demand a **Ransom** as a condition for not carrying out such a threat, to
 - (a) Kill, injure, or **Kidnap** an **Insured Person**; or
 - (b) Cause physical damage to or loss of **Property**, including:
 - (i) the pollution, contamination or alteration of stock and/or raw materials and/or finished goods;
 - (ii) the dissemination of **Publicity** to the effect that the **Insured**'s products will be or have been contaminated, polluted or altered;
 - (iii) the dissemination, divulgence, or utilisation of **Trade Secrets**.
13. **Guest** means:
 - (a) Any customer or invitee of the **Insured** while on the premises of the **Insured** or while traveling with a person identified as **Insured Person** in the SCHEDULE; or
 - (b) Any person while accompanying a person identified as **Insured Person** in the SCHEDULE in a motor vehicle, aircraft, watercraft, train or railcar or any other form of public or private transportation; or
 - (c) Any person while in the home of a person identified as **Insured Person** in the SCHEDULE to whom the **Insured** and/or a person identified as **Insured Person** in the SCHEDULE has extended hospitality without compensation; or
 - (d) Any person temporarily employed for the purpose of negotiating and/or delivering a

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Ransom;or

- (e) Any person normally resident or employed in the home of a person identified as Insured Person in the SCHEDULE.
14. **Hijacking** means the attempted or actual illegal holding of an **Insured Person** against such **Insured Person's** will on board an aircraft, watercraft, motor vehicle, train, railcar, or any other form of public or private transportation.
15. **Informant** means any person providing information not otherwise obtainable through any other means.
16. **Insured** means:
- (a) The individual or company designated as Named Insured in the SCHEDULE; and, where applicable,
 - (b) Any **Subsidiary** existing at the Inception Date stated in the SCHEDULE or created thereafter; and
 - (c) Any **Subsidiary** acquired after the Inception Date stated in the SCHEDULE, provided that:
 - (i) no similar insurance is in existence for such newly acquired **Subsidiary**; and
 - (ii) at the time of acquisition, the total assets do not exceed 10% of the total assets of the company designated as Named Insured in the SCHEDULE as reported in the latest financial statement thereof.
- If the total assets exceed 10% of the total assets of the company designated as Named Insured in the SCHEDULE, then coverage hereunder shall be amended to include as **Insured** the newly acquired **Subsidiary** for a period of ninety (90) days from the effective date of acquisition, provided that no similar insurance is in existence for such newly acquired **Subsidiary**. If coverage is desired beyond the ninety (90) day period, written notice must be given to the **Insurer** and inclusion specifically endorsed on the Policy.
17. **Insured Event** means any of the events listed under COVERED EVENTS (A).
18. **Insured Loss** means any of the losses and expenses listed under COVERED LOSSES AND EXPENSES (A).
19. **Insured Persons** means:
- (a) Any natural person identified as Insured Person in the SCHEDULE; and
 - (b) Any **Relative**; and
 - (c) Any **Guest**.
20. **Insurer** means HCC International Insurance Company plc, having its registered office at 1 Aldgate, London EC3N 1RE (United Kingdom).
21. **Kidnap** or **Kidnapping** means the actual, alleged, or attempted abduction and holding of an **Insured Person** against such **Insured Person's** will by a person or persons who demand a **Ransom** specifically from the assets of an **Insured** or **Insured Person** in exchange for the release of the captive person.

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22. **Legal Liability** means the amount of any legal fees, final judgments and settlements, and/or that an **Insured** is legally obliged to pay as a result of litigation against such **Insured** brought by an **Insured Person** and based on or arising out of an **Insured Event**.
23. **Personal Belongings** means monies and/or property of monetary value that:
- (a) are being carried or transported by the victim when an **Express Kidnapping, Kidnapping, Hijacking, or Detention** first occurs; and
 - (b) are surrendered during the course of an **Express Kidnapping, Kidnapping, Hijacking, or Detention**.
24. **Property** means all real and personal property owned, controlled, or leased by the **Insured** or **Insured Persons**, or for which the **Insured** or **Insured Person** is legally liable, including but not limited to, **Trade Secrets**, fixtures, fittings and machinery.
25. **Publicity** means the reporting in local, regional, national or international media, including but not limited to, radio, television, newspapers, magazines or the Internet.
26. **Ransom** means monies and/or other consideration of monetary value that are surrendered or to be surrendered by or on behalf of any **Insured** or **Insured Person** to meet the demand of the perpetrator(s) of an **Express Kidnapping, Kidnapping, Extortion, Hijacking** or **Detention** in exchange of putting an end thereto.
27. **Recall Expenses** means any reasonable and necessary expenses incurred by the **Insured** to recall and/or destroy products manufactured or distributed by the **Insured** arising solely and directly out of an **Extortion** in the sense of DEFINITION 12(a)(i) or 12(a)(ii).
28. **Relative** means the spouse, domestic partner, common-law spouse, siblings, brothers-in-law, sisters-in-law, fiancé, fiancée, aunts, uncles, nieces, nephews, living ancestors, step-parents, step-siblings, parents-in-law, lineal descendants, adopted children, foster children, or step-children of any natural person identified as **Insured Person** in the SCHEDULE.
29. **Salary** means the direct compensation, including but not limited to, bonuses and allowances for personal services rendered, including foreign tax reimbursements, cost of living adjustments and the cost of any health, welfare or pension benefits, and will be based upon the rate of compensation being paid at the time of the **Insured Event**.
30. **Subsidiary** means any entity in which the company designated as Named **Insured** in the SCHEDULE directly or indirectly owns more than 50% of the voting stock.
31. **Threat Event** means a threat in the absence of a **Ransom** demand made by a person or person(s) to commit or attempt to:
- (a) Inflict bodily harm to, wrongfully abduct, or detain an **Insured Person**;
 - (b) Damage, destroy, or contaminate **Property**; or
 - (c) Disseminate, divulge, or utilize **Trade Secrets**.
32. **Threat Response Expenses** means the reasonable and necessary costs of a threat assessment and the temporary protection of the threatened **Insured, Insured Person, or Property** provided by the Crisis Response firm specified in the SCHEDULE solely and directly as a result of a **Threat Event** and incurred during the Indemnity Period stated for **Threat Response Expenses** in the SCHEDULE.

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33. **Trade Secret** means:

- (a) Any confidential or proprietary information of the **Insured**; and/or
- (b) A formula, pattern, compilation, program, device, method, technique, or process, which is used in the **Insured's** business, that derives from not being generally known to, and not being readily ascertainable by proper means by persons other than **Insured Persons**, who can obtain economic value from its disclosure or use and, further, is the subject of reasonable efforts under the circumstances to maintain its secrecy.

34. **Transit Loss** means the actual damage, destruction, disappearance, confiscation, or wrongful abstraction of a **Ransom** while being conveyed or transported by an **Insured Person** or any person who is authorised by the **Insured** or **Insured Persons** to have custody thereof.

5. EXCLUSIONS

Cover under this Policy does not apply to any **Insured Losses** arising out of, attributable to, or involving directly or indirectly any of the following:

1. **THEFT AND ROBBERY** The

urrender of a **Ransom**:

- (a) That is being carried by, transported by or otherwise in the possession of an **Insured Person** at the time an **Express Kidnapping, Kidnapping, Hijacking** or **Detention** first occurs; or
- (b) At the location where an **Express Kidnapping, Kidnapping, Hijacking** or **Detention** first occurs, unless brought to such location for the sole purpose of conveying a previously communicated **Ransom** demand.

2. **CONDUCT**

Any **Express Kidnapping, Kidnapping, Hijacking** or **Extortion** as a result of fraudulent, dishonest or criminal act(s) by an **Insured Person** or authorised representative of the **Insured** or **Insured Person** (whether acting alone or in collusion with others) unless the person authorising the **Ransom** payment had, prior to payment, made every reasonable attempt to determine that the **Ransom** demand was genuine.

3. **PRODUCT-INDUCED BODILY INJURY AND PROPERTY DAMAGE**

Any bodily injury, sickness, disease, or death of any person or animal, or damage to or destruction of any property, including loss of use thereof, arising out of the use or disposal (whether incurring covered **Recall Expenses** or otherwise) of any products manufactured or distributed by the **Insured**.

4. **CONTRIBUTED**

DETENTION Any **Detention** re

sulting from:

- (a) Any violation or alleged violation of the criminal laws of the host country by the **Insured**, provided that said violation would also be considered a violation of the laws of the

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in a country in which the **Insured's** headquarters are located, had said violation or alleged violation been committed there; or

(b) Any violation or alleged violation of the criminal laws of the host country by the **Insured Person**, provided that said violation would also be considered a violation of

the laws of the country in which the **Insured Person** is a national, had said violation or alleged violation been committed there; or

(c) Failure of the **Insured** or an **Insured Person** to maintain and possess duly authorised and issued required documents and visas.

However, this exclusion does not apply if the **Insurer** determines that allegations of such violations or failures were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda, and/or coercive effect upon or at the expense of the **Insured** or an **Insured Person**.

5. CYBEREXTORTION

Any threat, communicated directly or indirectly to the **Insured** or to an **Insured Person** by a person or persons who demand a **Ransom** as a condition for not carrying out such a threat, to introduce unauthorised instructions that are designed to alter, damage, or destroy information within a computer system, including those that are self-replicating or self-propagating and are designed to contaminate computer programs or computer data, consumes system resources, or usurps the normal operation of the computer system.

6. LOSS OF ELECTRONIC DATA

Any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

6. CONDITIONS

1. POLICY PERIOD

This Policy shall become effective upon the Inception Date stated in the SCHEDULE, at 12:01 A.M. standard time at the address of the **Insured** stated as Principal Address in the SCHEDULE thereof and shall continue in force, unless cancelled in accordance with CONDITION 12 below, until the Expiration Date stated in the SCHEDULE.

2. LIMITS OF LIABILITY

(a) Limit per **Insured Event** or **Additional Covered Event**:

With respect to **Insured Losses** or **Additional Covered Event Expenses** or any combination thereof, the **Insurer's** total liability arising out of any **Insured Event** or **Additional Covered Event** first occurring during the Policy Period shall not exceed the amounts stated in the SCHEDULE.

For the avoidance of doubt:

(i) Any Limit of Liability or Sub-limit stated in the SCHEDULE per **Insured Event** or **Additional Covered Event** (or per event assimilated thereto by endorsement) is aggregate for all **Insureds**

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and/or **Insured Persons** and/ or victims involved in one same **Insured Event** or **Additional Covered Event**;

(ii) Any Limit of Liability or Sub-limit stated in the SCHEDULE per **Insured Person** is for one same **Insured Event** or **Additional Covered Event**;

(iii) Any Sub-Limit stated in the SCHEDULE is part of, and not in addition to, the Limit(s) of Liabilities stated in the same section of the SCHEDULE.

(b) Annual Aggregates:

The **Insurer's** total liability for **Insured Losses** and/or **Additional Covered Event Expenses** within a period of one year from the inception date stated in the SCHEDULE shall not exceed the amount of any applicable Annual Aggregate stated in the SCHEDULE.

In case the Policy Period stated in the SCHEDULE exceeds one year, Annual Aggregates will be replenished at each anniversary date of the Inception Date during the Policy Period.

The Annual Aggregate stated in the SCHEDULE for all **Insured Losses** shall not apply to **Accidental Death and Dismemberment**.

(c) Crisis Response Costs, Fees and Expenses:

Where the costs, fees and expenses of the Crisis Response firm specified in the SCHEDULE are provided, whether as part of **Insured Losses** or under any Endorsement, on an "unlimited" basis as per the SCHEDULE, they shall not be part of, and will be in addition to, any Limit of Liability per **Insured Person**, per **Insured Event** and/or per **Additional Covered Event**, and/or any Annual Aggregate specified for **Insured Losses** or under such Endorsement.

(d) Non-accumulation of Limits:

In the event any **Insured** or **Insured Person** is covered by two or more Special Coverages Policies issued by the **Insurer**, at least one of which was issued to another **Insured** or **Insured Person**, it is agreed that the **Insurer's** aggregate liability for **Insured Losses** and **Additional Covered Event Expenses** sustained by any such **Insured** or **Insured Person** shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies.

3. RANSOM DEDUCTIBLE

(a) Subject to the applicable Limit(s) of Liability, the **Insurer** will be liable only for the amount of **Ransom** which exceeds the Ransom Deductible stated in the SCHEDULE. Such Ransom Deductible is to be borne by the **Insured** and remains uninsured hereunder.

(b) A single Deductible amount shall apply to any single **Insured Event**.

(c) No Deductible shall be applied against any **Insured Loss** or **Additional Covered Event Expenses** other than **Ransom**.

4. OTHER INSURANCE

Unless otherwise required by law, this insurance shall only apply in excess of any

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other valid and collectible insurance available to the **Insured** or **Insured Person**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

5. VALUATION

The **Insurer** shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If **Insured Losses** and/or **Additional Covered Event Expenses** involve currency other than that of the country to which this Policy is issued, the **Insurer** shall not be liable for more than the equivalent of foreign currency based on the rate of exchange of the central bank having authority on the rate of the currency of the country to which the Policy is issued on the day the monies are surrendered and/or expenses incurred.

6. RECOVERIES AND SALVAGES

If the **Insured** or **Insured Person** shall sustain any **Insured Losses** and/or **Additional Covered Event Expenses** covered by this Policy, all recoveries and/or salvages (except from suretyship, insurance, reinsurance or indemnity taken by or for the benefit of the **Insurer**) on account of the **Insured Losses** and/or **Additional Covered Event Expenses**, less the actual cost of recovery, shall be distributed as follows unless otherwise required by law:

- (a) The **Insured** or **Insured Person** shall first be reimbursed for any **Insured Losses** and/or **Additional Covered Event Expenses** which exceeds the Limit of Liability provided by this Policy less any Deductible amount applicable to **Ransom**, the balance applied to reimbursement of the **Insurer** to the extent of its payment and any remainder paid to the **Insured** or **Insured Person**.
- (b) If there are no **Insured Losses** or **Additional Covered Event Expenses** in excess of the Limit of Liability provided by this Policy, any such recoveries shall be distributed first in reimbursement to the **Insurer** to the extent of its payment and any remainder paid to the **Insured** or **Insured Person**.

7. NOTIFICATION

Before surrendering a **Ransom** the person authorising the surrenders shall have notified or made every reasonable attempt to notify:

- (a) The local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and
- (b) At least one other official of the **Insured** if the property to be surrendered is owned or held by the **Insured** or **Insured Person** or is property for which the **Insured** or **Insured Person** is legally liable.

8. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or a change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

9. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Insurer** unless its consent

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is endorsed hereon in writing.

10. NOTICE OF OCCURRENCE

Notice of an **Insured Event** and/or **Additional Covered Event** must be given to the Crisis Response firm identified in the SCHEDULE as soon as possible after any occurrence

which may lead to **Insured Losses** and/or **Additional Covered Event Expenses** covered by this Policy.

11. PROOF OF LOSS

Written proof of any **Insured Losses** and/or **Additional Covered Event Expenses** must be furnished to Tokio Marine Europe S.A. Sucursal en España, Torre Diagonal Mar, Josep Pla 2, Planta 10, 08019 Barcelona, Spain, within ninety (90) days after the **Insured** or **Insured Person** became aware or should have become aware of any **Insured Losses** or **Additional Covered Event Expenses**, or as soon as possible thereafter. This requirement applies equally to any **Insured Losses** or **Additional Covered Event Expenses** discovered after the expiry of the Policy Period.

12. CANCELLATIONS

This Policy may be cancelled:

- (a) by the **Insured** by mailing to the **Insurer** written notice stating when thereafter such cancellations shall be effective; or
- (b) by the **Insurer** only for non-payment of premium by mailing to the **Insured** written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

This mailing shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Electronic delivery of such written notice by the **Insured** or the **Insurer** shall be equivalent to mailing. If cancelled by the **Insured**, the **Insurer** shall retain the pro-rata proportion of the premium.

If cancelled by the **Insured**, the **Insurer** shall retain the pro-rata proportion of the premium.

13. COOPERATION

In the event of any **Insured Event**, **Additional Covered Event**, **Insured Losses** and/or **Additional Covered Event Expenses**, the **Insured** and **Insured Persons** shall cooperate with the **Insurer** in all matters relating to this insurance. This may include attending hearings and trials, obtaining the attendance of witnesses, securing and giving evidence, assisting in conducting arbitration or other proceedings.

14. LEGAL LIABILITY

As respects coverage provided for **Legal Liability**, the **Insured** and/or **Insured Person**:

- (a) Shall not, except at their own cost, admit any liability, settle any claim, or incur any costs or expenses, without the prior authorisation of the **Insurer**; and
- (b) Shall cooperate with the **Insurer** in conducting the defence or in negotiating the settlement of any suit.

Furthermore, legal fees incurred by the **Insurer** (or by the **Insured** or **Insured Person** with prior authorisation of the **Insurer**) in defending litigation based on or arising out of an **Insured**

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Event will be payable in addition to the Limit of Liability for **Legal Liability**. However, if the total amount of final judgments and settlements exceeds the Limit of Liability for **Legal Liability**, the **Insurer's** Limit of Liability for legal fees will not exceed the proportion to which the Limit of Liability for **Legal Liability** bears to the total of such final judgments and settlements.

15. SUBROGATION

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insured's** or **Insured Person's** rights of recovery against any person or organisation and the **Insured** and/or **Insured Person** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

16. LEGAL ACTIONS UNDER THE POLICY

Unless otherwise required by applicable law, no action at law or in equity shall be brought to recover under this Policy:

- (a) after thirty-six (36) months following the conclusion of an **Insured Event** or **Additional Covered Event**; or
- (b) if written proof of loss has not been furnished in accordance with the requirements of CONDITION 11 of this Policy.

17. APPLICABLE LAW AND JURISDICTION

This Policy is to be governed by, and its terms are to be construed in accordance with, the applicable law stated in the SCHEDULE. Any dispute or difference arising under or in respect of this Policy is to be subject to and determined within the exclusive jurisdiction stated in the SCHEDULE.

18. CONFORMITY WITH LAW

Any provision of this Policy which, on its effective date, is in conflict with the laws of the country in which this Policy was issued is hereby amended to conform to the minimum requirements of such laws.

19. CONFIDENTIALITY

The **Insured** and **Insured Persons** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

20. TRADE SANCTIONS

This Policy does not apply to the extent any applicable trade or economic sanctions, or other laws or regulations prohibit the **Insurer** from providing insurance, including, but not limited to, the payment of claims.

21. DATA PROTECTION AND PRIVACY POLICY

The **Insurer** respects the **Insureds'** right to privacy. In our Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about the **Insureds**, and how the **Insureds** can exercise their privacy rights. If the **Insureds** have any questions or concerns about our use of their personal information, they can contact dpotmelux@tmhcc.com.

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We may collect personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform the current contract of insurance. We retain personal information we collect from the **Insureds** where we have an ongoing legitimate business need to do so.

We may disclose the **Insureds'** personal information to:

- our group companies;
- third party service providers and partners who provided data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to the **Insureds** when we collect their personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect the interests of our **Insureds** or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use the **Insureds'** personal information only for the purposes disclosed in our Privacy Policy; or
- any other person with the **Insureds'** consent to the disclosure.

The personal information may be transferred to, and processed in, countries other than the country in which the **Insureds** are resident. These countries may have data protection laws that are different to the laws of the country of the **Insureds**. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process. The measures we use are designed to provide a level of security appropriate to the risk of processing the personal information.

The **Insureds** are entitled to know what data is held on them and to make what is referred to as a Data Subject Access Request ('DSAR'). They are also entitled to request that their data be corrected in order that we hold accurate records. In certain circumstances, they have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on the **Insureds'** rights is included in our Privacy Policy.

The **Insureds** can opt-out of marketing communications we send them at any time. They can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send them. Similarly, if we have collected and processed their personal information with their consent, then they can withdraw their consent at any time. Withdrawing their consent will not affect the lawfulness of any processing we conducted prior to their withdrawal, nor will it affect processing of their personal information conducted in reliance on lawful processing grounds other than consent. The **Insureds** have the right to complain to a data protection authority about our collection and use of their personal information.

22. COMPLAINTS PROCEDURE

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Tokio Marine HCC is dedicated to providing a high-quality service at all times to the **Insurer's** clients. Should the **Named Company** or the **Insureds** not be satisfied, please contact Tokio Marine HCC as follows:

For any questions or concerns about the Policy or any **Claim's** handling please

contact: The Compliance Officer,
Tokio Marine HCC
Torre Diagonal
Mar Josep Pla, 2, Planta 10
08019 Barcelona, Spain

If your concerns are not addressed to your satisfaction, or if their resolution is within the direct control of the **Insurer**, then please write to:

Head of
International Compliance HCC UNDER
WRITING AGENCY LTD
1 Aldgate, London, EC3N
1RE United Kingdom

Should Tokio Marine HCC be unable to resolve any difficulty directly with you to your satisfaction, you may be entitled to refer the dispute to the United Kingdom Financial Ombudsman Service and/or the Complaints Service of the Spanish Directorate General for Insurance and Pension Funds who will review your case and who may be contacted at:

Financial Ombudsman
Service Exchange Tower
London E
149SR
Email: complaint.info@financial-ombudsman.org.uk Telephone: +44(0)300123 9123

IN WITNESS WHEREOF, the **Insurer** has caused this Policy to be executed by its authorised officers, but this Policy will not be valid unless signed on the SCHEDULE by a duly authorised representative of the **Insurer**.

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LOSS OF EARNINGS ENDORSEMENT

The **Insurer** hereby agrees, subject to the terms, limitations and conditions set forth in this Endorsement and in the Policy, and subject to the Limits of Liability set forth in the SCHEDULE, to indemnify the **Insured** and/or **Insured Persons** for any **Loss of Earnings** incurred directly and solely as a result of an **Insured Event** which first occurs during the Policy Period.

For the purposes of this Endorsement only, it is agreed that:

1. Section 3(A) COVERED LOSSES AND EXPENSES is amended to include **Loss of Earnings** in **Insured Losses**;
2. Section 4 DEFINITIONS is amended to include the following:

Loss of Earnings means (i) the reduction in net profit, (ii) plus payroll expenses, taxes, interest, rents and all other operating expenses earned and incurred by the business of the **Insured**, (iii) less charges and expenses which do not necessarily continue during the interruption of business, of the **Insured**, resulting from the necessary interruption of business following an **Insured Event** or as the result of an order by a civil authority to cease, wholly or in part, the **Insured's** business as a result of an **Extortion** in the sense of DEFINITION 12(a) in respect of **Property** contiguous to the **Insured's** premises.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENHANCED TRAVEL SECURITY EVACUATION ENDORSEMENT

The **Insurer** hereby agrees, subject to the terms, limitations and conditions set forth in this Endorsement and in the Policy, and subject to the Limits of Liability set forth in the SCHEDULE, to indemnify the **Insured** and/or **Insured Persons** for any **Travel Security Expenses** incurred directly and solely as a result of a **Travel Security Evacuation** which first occurs during the Policy Period.

For the purposes of this Endorsement only, it is agreed that:

1. Section 2(B) COVERED EVENTS is amended to include **Travel Security Evacuation** in **Additional Covered Events**.
2. Section 3(B) COVERED LOSSES AND EXPENSES is amended to include **Travel Security Expenses** in **Additional Covered Event Expenses**.
3. Section 4 DEFINITIONS is amended to include the following:

Travel Security Evacuation means a **Repatriation** necessitated by:

- a. Officials of the **Resident Country** issuing, for security related reasons, a recommendation that categories of persons which include **Insured Persons** should leave the country in which **Insured Persons** are travelling; or
- b. An **Insured Person** being expelled or declared 'persona non grata' on the written authority of the recognised government of the country of travel; or
- c. The wholesale seizure, confiscation or expropriation of the property, plant and equipment of the **Insured**; or
- d. The **Insured** and the Crisis Response firm specified in the SCHEDULE agreeing that, for security related reasons, **Insured Persons** should leave the country.

Travel Security Expenses means expenses and costs incurred by the **Insured** or **Insured Person** as a result of a **Travel Security Evacuation** and shall be limited to:

- a) Repatriation Costs consisting of:
 - (i) reasonable costs of an **Insured Person** to travel to the nearest place of safety or to the **Resident Country**; and
 - (ii) reasonable accommodation costs of an **Insured Person**, while he or she is the subject of a **Travel Security Evacuation**, for a maximum of seven (7) days,
 - up to the Sub-Limit stated in the SCHEDULE; and
- b) Personal effects left behind and irretrievably lost by the evacuated **Insured Person**, up to the Sub-Limit stated in the SCHEDULE; and
- c) Fees and expenses of the Crisis Response firm specified in the SCHEDULE, up to the Sub-Limit stated in the SCHEDULE; and
- d) Fees and expenses of any alternate security consultants with prior approval by the **Insurer**.

Repatriation means the return of an **Insured Person**, or his or her remains in the event of death, to the **Resident Country**.

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Resident Country means the country of which an **Insured Person** is a national or a legally authorised resident.

4. Section 5 EXCLUSIONS is amended to include the following:

This Policy does not apply to any **Travel Security Expenses** sustained by the **Insured** and/or **Insured Person** arising from, attributable to, caused or contribute to by:

1. A violation by the **Insured** or **Insured Person** of the laws or regulations of the country in which the **Travel Security Evacuation** takes place.
2. The failure of the **Insured** or **Insured Person** to properly procure or maintain immigration, work, residence, or similar type visas, permits, or documents.
3. A debt, insolvency, commercial failure, or repossession of any property by a title holder or any other financial cause.
4. The failure of the **Insured** or **Insured Person** to honour any contractual obligation or bond or to adhere to any condition(s) in a license.
5. **Insured Persons** who are nationals of the country from which the **Travel Security Evacuation** takes place.
6. Natural disasters including, but not limited to, earthquake, flood, fire, famine, volcanic eruption and windstorm.
7. Any actual, feared or threatened outbreak of an epidemic, pandemic or similar event, including but not limited to medical measures, or measures taken or omissions made to obey any actual or imminent order of any government, public health agency or regulatory body in order to respond to such event, as well as the costs, expenses or lost profits in connection thereto.
8. Ionising radiations or contamination by radio activity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
10. A **Repatriation** from an excluded country as stated in the SCHEDULE.

5. Section 6 CONDITIONS is amended to include the following:

As respects **Travel Security Evacuations** only:

- a. Any covered travel costs and/or expenses shall be indemnified to the **Insured** and/or **Insured Persons** solely up to the costs of transportation by economy class fares of any licensed common carrier operating from a published timetable, unless unavailable or clearly impractical, or unless travel by any other class of service is essential to ensure the safety of an **Insured Person**.
- b. Coverage shall apply once per **Insured Person** per **Travel Security Evacuation**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENHANCED CHILD ABDUCTION ENDORSEMENT (CARE, CUSTODY, CONTROL)

The **Insurer** hereby agrees, subject to the terms, limitations and conditions set forth in this Endorsement and in the Policy, and subject to the Limits of Liability set forth in the SCHEDULE, to indemnify the **Insured** and/or **Insured Persons** for any **Child Abduction Expenses** incurred directly and solely as a result of a **Child Abduction** which first occurs during the Policy Period.

For the purposes of this Endorsement only, it is agreed that:

1. Section 2(B) COVERED EVENTS is amended to include **Child Abduction** in **Additional Covered Events**.
2. Section 3(B) COVERED LOSSES AND EXPENSES is amended to include **Child Abduction Expenses** in **Additional Covered Event Expenses**.
3. Section 4 DEFINITIONS, is amended to include the following:

Child Abduction means the illegal taking of a **Covered Child** from the premises of any location owned or operated by the **Insured** or **Insured Persons**.

Child Abduction Expenses means expenses incurred by the **Insured** or **Insured Person** as a result of a **Child Abduction** and shall be limited to reasonable and necessary:

- a. Fees and expenses of a public relations consultant incurred during the period of the **Child Abduction** and up to thirty (30) days following the conclusion of a **Child Abduction**; and
- b. Costs of **Publicity** in order to locate a **Covered Child**; and
- c. Costs of psychiatric counselling for the benefit of a **Covered Child** or the **Parent(s)** or the siblings of a **Covered Child**; and
- d. Costs for medical services and hospitalisation for a **Covered Child** beginning on the date of recovery of the **Covered Child** and continuing for a maximum of thirty-six (36) months thereafter; and
- e. Funeral and burial expenses of a **Covered Child** in the event of his or her death; and
- f. Reward monies paid by the **Insured** or **Insured Persons** to an **Informant** for information that leads to the location of the **Covered Child** and the arrest and conviction of the party or parties responsible for the **Child Abduction**; and
- g. Travel and accommodation costs incurred by the **Insured Person** or **Parent(s)**; and
- h. Fees and expenses the Crisis Response firm specified as such in the SCHEDULE or persons retained by the **Insured** with the prior written authorisation of the **Insurer** to assist in the location and return of a **Covered Child**; and
- i. **Salary** of the **Parent(s)** during the period of the **Child Abduction** and continuing until seven (7) days after the **Covered Child's** release or twelve (12) months after the date of the **Child Abduction**, whichever shall occur first; and
- j. Fees and expenses of independent forensic analysts engaged by the **Insured** or the **Parent(s)**; and
- k. Legal fees, final judgments and settlements up to the Sub-Limit stated in the SCHEDULE.

Covered Child means a child of up to eighteen (18) years of age, who is registered in the care, custody and

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control of the **Insured** or **Insured Person**.

Parent(s) shall mean the custodial parent(s) or legal guardian(s) of a **Covered Child** or any individual duly authorised by the custodial parent(s) or legal guardian(s) to have custody of a **Covered Child**.

4. Section 5 EXCLUSIONS is amended to include the following:

This Policy does not apply to any one **Child Abduction Expenses** sustained by the **Insured** and/or **Insured Persons** arising from or attributable to a **Child Abduction** committed by the **Parent(s)** of a **Covered Child**.

5. Section 6 CONDITIONS is amended to include the following:

As respects coverage provided for legal fees, final judgments and settlements arising out of a **Child Abduction**, the **Insured** and/or **Insured Person**:

- a) Shall not, except at their own cost, admit any liability, settle any claim, or incur any costs or expenses, without the prior authorisation of the **Insurer**; and
- b) Shall cooperate with the **Insurer** in conducting the defence or in negotiating the settlement of any suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.