

**EVACUATION OR REPATRIATION COSTS ENDORSEMENT**  
**(INCLUDING BUSINESS TRAVELERS)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**CORPORATE KIDNAP AND RANSOM/EXTORTION INSURANCE POLICY**

**SECTION I., COVERAGE FOR INSURED EVENTS** is amended to include the following new Insured Event:

**EVACUATION OR REPATRIATION COSTS**

The cost to evacuate or repatriate an insured person(s).

**Section II., DEFINITIONS**, is amended, as respects this endorsement only, to include the following:

- a. **Advisory** means a formal recommendation of the appropriate authorities that an insured person(s) specifically leave the host country or that a class of persons which includes an insured person(s) leave the host country.
- b. **Insured person(s)** means any insured or employee, who at the time of occurrence is resident in the host country and employed by the named insured in the host country and is not a citizen of the host country. Insured person(s) includes any relative normally resident with such insured person(s) or employee in the host country at the time of loss. Insured person(s) means any insured or employee, who at the time of occurrence is traveling to or within the host country at the Insured's request or approval and such insured or employee is not a citizen or resident of the host country.
- c. **Host country** means any country in which an insured person(s) is employed by the named insured.
- d. **Occurrence** means any of the following contingencies, listed below, which are wholly beyond your control. All interrelated contingencies will be considered a single occurrence, and all loss arising therefrom will be considered a single loss. All acts or events having a common cause (including continuous or repeated exposure to substantially the same general conditions) or perpetrated or instigated by any one person or group, or collaborating persons or groups, will be treated as interrelated contingencies. The contingencies are as follows:
  1. an insured person(s) being expelled or declared *persona non grata* under the authority of a recognized government of a host country; or

2. the wholesale seizure, confiscation or expropriation of your property, plant or equipment ; or
  3. political or military events involving a **host country** which causes the **appropriate authorities** to issue an **advisory**.
  4. by the agreement of our approved Kidnap/Ransom and Extortion consultant with your request for evacuation based on the contingencies contemplated herein, but are not yet the subject of an **advisory**.
- e. **Transportation costs** mean any travel related costs, at economy fares. In the event that the **insured person(s)** is in imminent physical peril, **transportation costs** will apply to any appropriate means consistent under the circumstances with the health and safety of such **insured person(s)**.
- f. **War** includes **civil war**, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

**Section II., DEFINITIONS, subsection N. Loss, is amended to include the following:**

#### **EVACUATION OR REPATRIATION COSTS**

**We will indemnify you for loss, as defined herein, incurred by an insured person(s) during the Policy Period, subject to the Limits of Insurance stated below.**

1. **Loss** under this endorsement includes only the following reasonable or unavoidable expenses or costs incurred by an **insured person(s)** directly and solely as the result of an **occurrence**. **Loss** means the total amount of covered costs as listed hereunder, less all recoveries on account thereof made prior to payment.
  1. **Evacuation and repatriation costs** incurred by an **insured person(s)** for the reasonable and necessary **transportation costs** to the nearest place of safety, or to the **insured person(s)** country of citizenship, incurred within ten (10) days after an **occurrence**, or thirty (30) days before the issuance of an **advisory**. **Evacuation and repatriation costs** incurred by an **insured person(s)** for accommodations is limited to a maximum period of seven (7) days.

**Evacuation and repatriation costs** will be paid once per **insured person(s)** per **occurrence**.

2. **Return and restoration costs** include **transportation costs** incurred by an **insured person(s)** to return the **insured person(s)** to the **host country** for the purpose of restoring operations following an **occurrence**, provided that coverage will apply hereunder only if such return occurs within one year from the date the **evacuation or repatriation costs** were originally incurred, as covered herein, and provided that the **appropriate authorities** issue an **advisory** declaring that the situation in the **host country** has returned to a level appropriate for the **return and restoration** of the **insured person(s)**.

**Return and restoration costs** will be paid once per **insured person(s)** per **occurrence**.

3. **Salary continuation** means the amount of direct compensation paid by you to an **employee** at an annual rate at the level in effect on the date the **evacuation or**

repatriation costs are incurred, less any other salary or compensation earned by the employee in other temporary or permanent employment during the indemnity period. Salary specifically excludes the employee's contributions to pension and benefit programs, severance pay, end of contract or any other type of bonuses, payroll deductions for any accident, life, health, disability or other insurance plans, or any type of ancillary compensation whatsoever.

We will be liable hereunder only for the salary which you continue to pay an employee after the evacuation or repatriation costs are originally incurred, during the period of indemnity of this endorsement, provided the employee meets the definition of insured person(s) as specified in this endorsement. It is a condition of coverage hereunder that both you and the employee make every reasonable effort to secure suitable permanent or temporary employment for such employee as soon as practicable after the evacuation or repatriation costs are incurred.

In no event will our limit of insurance hereunder exceed 60% of the gross monthly salary of such employee, or \$5,000.00 per month, which amount is less.

- I. **Section III., EXCLUSIONS**, is amended, as respects this endorsement only, by the addition of the following:

The Policy does not apply to any loss arising out of, based upon, attributable to or involving, directly or indirectly any of the following:

- a. Your responsibility under a Worker's Compensation Act, Unemployment Compensation Act, medical plan or policy, or any other similar program or scheme; and
- b. any fraudulent, dishonest, or criminal act committed or attempted by any insured person(s), or authorized representative of either of them, acting alone or in collusion with an other; and
- c. an alleged:
  - i. violation of the laws of the host country by an insured person(s); or
  - ii. failure of an insured person(s) to maintain and possess duly authorized and issued required documents and visas;

unless we determine in our sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of an insured person(s); and

- d. A debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause; and
- e. Non-compliance by an insured person(s) under any contract, whether written or oral, unless our written consent thereto is endorsed on this policy prior to an occurrence; and
- f. The implementation of currency exchange rates by a legally constituted authority; and
- g. Nuclear radiation or radioactive contamination, or any contingency or incident whatsoever of the foregoing; and

- h. Any war, or any other hostilities involving nuclear or chemical thermonuclear devices; and
- i. Any sickness, disease, or injury whatsoever to an insured person(s).
- j. Any loss or expenses incurred for employees who are citizens and residents of the host country.

Section VI., GENERAL CONDITIONS, subsection A, TERRITORY, is amended, as respects this endorsement only, to limit the territory exclusively to the following countries:

Worldwide

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**LIMITS OF INSURANCE APPLICABLE TO THIS ENDORSEMENT:**

Our maximum Limit of Insurance will not exceed the following:

1. \$5,000 evacuation or repatriation costs per insured person(s)
2. \$5,000 return or restoration costs per insured person(s)
3. Salary continuation
  - i. 3 months indemnity period
  - ii. Amount per employee is 60% of gross monthly salary or \$5,000.00 whichever is less.
4. \$500,000 each occurrence
5. \$500,000 annual endorsement aggregate

All other terms, conditions, and exclusions of this Policy shall remain unchanged.

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Countersignature (where applicable by law)