



HOTSPOT HIGH HAZARD TRAVEL POLICY WORDING

FOR EMERGENCY ASSISTANCE:

Call Our 24/7 Assistance line on **+44 (0) 20 8089 3735**

Emergency Email: **assist@hotspotcover.com**

FOR NON-EMERGENCY CLAIMS:

That do not need an immediate response,

Email: **claims@hotspotcover.com**

Our Crisis & Emergency Response provider, **Inherent Risks** maintains a Live Risk Register that logs and monitors Your location and emergency contact details. We require that You liaise with them prior to deployment. Policy holders can request a location specific, pre-travel security briefing, and daily check-in, within the price of the premium.

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IMPORTANT INFORMATION

This document, the **Schedule**, and any endorsement(s) attached form **Your** insurance.

This insurance sets out the conditions of the insurance between **You** and **Us**.

Please read the whole document carefully and keep it in a safe place.

IT IS IMPORTANT THAT

- **You** check that the information contained in the **Schedule** is accurate and that the **Schedule** reflects the coverage sections **You** have requested (see the “Information **You** have given **Us**” section below);
- **You** notify **Us** of any inaccuracies in the information contained in the **Schedule**, or of any changes to that information (see the “Notifying **Us** of any changes or inaccuracies” section below);
- **You** comply with the “Things **You** must do” in the event of a claim, **Your** duties under each section, and **Your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **Your** insurance or any claim **You** make.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions, **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information or the information **You** provided to **Us** has been identified as prohibited under a **Sanctions Check**, **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, it could adversely affect **Your** insurance and any claim. For example, **We** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the “Cancelling this insurance” section below.

WE OR YOUR BROKER WILL WRITE TO YOU IF WE

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

NOTIFYING US OF ANY CHANGES OR INACCURACIES

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or **Your** Broker, as appropriate, as soon as practically possible. When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the “Cancelling this insurance” section below.

- If **You** fail to notify **Us** that information **You** have provided is inaccurate, or
- **You** fail to notify **Us** of any changes, this insurance may become invalid and
- **We** may not pay **Your** claim, or any payment could be reduced.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to **Your** Broker. **We** can cancel this insurance by giving **You** thirty (30) days’ notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- a change in risk occurring which means **We** can no longer provide **Your** insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.
- any information provided by **You** that has been identified as prohibited under a Sanctions Check

REFUND OF PREMIUM:

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the period of insurance whichever is the later.

If **You** cancel this insurance within the cooling off period then, provided **You** have not made a claim, **We** will refund in full any premium **You** have paid. If this insurance is cancelled outside the cooling off period then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the cooling off period, **We** may charge additional administration fee, to cover the administrative cost of refunding the insurance premium. If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

RATE REVIEW/PREMIUM ADJUSTABLE

At any time after the first thirty (30) days of the Period of Insurance has expired, **We** shall have the right to cancel this policy by giving the Insured seven (7) days' notice in writing. At any time after the first thirty (30) days of the Period of Insurance has expired the premium payable by the Insured may be amended by **Us** and **We** shall give the Insured seven (7) days' notice in writing of any revised premium rating they deem appropriate. If following such review, the revised premium is unacceptable to the Insured then the Insured is entitled to cancel this Insurance with effect from the date that the revised premium applies.

CHOICE OF LAW

You and **We** are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance will be governed by the laws of Guernsey and subject to the exclusive jurisdiction of the courts of Guernsey.

HEALTH WARRANTY

We will not make any payment under this section unless **You** are, prior to the inception date of this insurance, in good health and free from material physical or mental impairment or infirmity and have not suffered from any recurring illness. This warranty does not apply to any such medical condition disclosed in writing and agreed by **Us**.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) – ACT 1999

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto does not apply to this Policy. Only **We** and **You** can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

SANCTION LIMITATION AND EXCLUSION

We shall not provide cover or pay or be liable for any claims or provide any benefit under this Policy if by providing any cover, paying any claims or providing any benefit under this Policy would expose **Us** 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.

GENERAL DATA PROTECTION REGULATION (GDPR):

We are committed to protect **Your** personal information and **We** are committed to the principles of data security in the configuration of **Our** services. As a data controller, **We** collect and process information about **You** and **We** also receive personal information from **Your** booking agent including **Your** email address, name and phone number, which enables **Us** to issue and modify policies and process claims. **We** may share that data from time to time with insurers or contractors who may be outside of the European Union. **We** will never share **Your** data with external marketing services. **Our** Privacy Policy outlines how **We** process Your data, the data that **We** collect and the processes to undertake should **You** either wish to request a copy of **Your** data, or remove consent for **Us** to retain **Your** data.

HOW TO MAKE A COMPLAINT:

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If **You** have a complaint in relation to this policy of insurance, refer **Your** complaint to:

STEP 1:

Email: complaints@hotspotcover.com

The relevant party will contact **You** within five (5) days of receiving **Your** complaint to inform **You** of what action they will take.

STEP 2:

Once You have received **Your** final response from **Us**, if **You** are still dissatisfied **You** may take up **Your** complaint with the Channel Islands Financial Ombudsman ('CIFO'), by visiting www.ci-fo.org and downloading a claims submission form.

Once completed, the form can be submitted to the CIFO by post to:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG.

By email to: complaints@ci-fo.org

By fax to: +44 (0) 1534 747629

Hotspot Cover Opportuna Insurance PCC Ltd. Inherent Risks Cell - is licensed by the Guernsey Financial Services Commission.

In any communication, please quote the policy number shown in the **Schedule**.

Making a complaint does not affect Your right to take legal action.

CELL LIMITATION CLAUSE

The Insurer is a protected cell ("the Cell") of Opportuna Insurance PCC Limited. Opportuna is a limited liability protected cell company registered in Guernsey, in terms of the Companies Guernsey Law, 2008 (the "Law") and regulated by the Guernsey Financial Services Commission. Opportuna's registration number is 68684 and its registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 3WP

The liability of Opportuna, acting in respect of the Cell, for any of its obligations under the Policy, is capped at and limited to the assets attributable to the Cell (as defined in the Law). Accordingly, the rights of the Insured under the Policy are limited solely to the assets attributable to the Cell and in no event shall there be any recourse to or liability on the part of (a) the cellular assets of other cells of Opportuna or (b) to the core assets of Opportuna (as defined in the Law). Opportuna has no obligation whatsoever to use any of its assets, other than the assets attributable to the Cell, to satisfy any claim or liability under the Policy. Furthermore, in the event that the assets attributable to the Cell are

insufficient to fully discharge a claim under the Policy, the Insured will not be able to make or to join in making any application to any court for the winding up, administration or re-organisation of Opportuna or the Cell.

Hotspot Cover and its provisions and risk are placed through Opportuna Insurance PCC who are 100% supported and reinsured by A-rated financial capacity with Lloyd's of London Underwriters.

Hotspot Cover are conduct risk specialists that provide response-led high hazard insurance that include for **Passive War and Terrorism**. We have been insuring persons in both war zones and hostile territories and across the world since 2018 and that are typically excluded on standard travel insurance policies.

EMERGENCY ASSISTANCE & RESPONSE SERVICES

In the event of the **Insured Person(s)** requiring Assistance for a Security or Medical Emergency abroad please contact **Our** emergency assistance provider: **Inherent Risks**

Inherent Risks is an Independent Global Risk Advisory and Crisis Management firm, with in-house Security and Medical Assistance experts, and a retained network of Crisis Response Consultants based in strategic locations around the world.

**EMERGENCY MEDICAL ASSISTANCE**

Inherent Risks are available 24/7 by phone and e-mail, through multilingual staff, to provide medical advice and/or medical referrals to trusted medical network facilities, and/or arrange medical evacuation and repatriation should it be deemed appropriate and/or medically necessary.

TO REQUEST ASSISTANCE

Call **Our** 24/7 Assistance line on **+44 (0) 20 8089 3735**
Emergency e-Mail: **assist@hotspotcover.com**

IMPORTANT:

Please note that Inherent Risks will be responsible for all decisions as to the most suitable, practical and reasonable solution to the insured event, up to and including inpatient hospitalisation, evacuation and repatriation, and all assistance and crisis response related matters. Failure to reasonably consult with them and to act in accordance with their instructions could prejudice any claim under this policy.

CLAIMS INFORMATION APPLICABLE TO SECTIONS 1,2, 3 & ADDITIONAL BENEFITS ONLY

HOW TO MAKE A CLAIM

THINGS YOU MUST DO

You must comply with the obligations set out below. If **We** determine that any claim **You** make under this insurance has been adversely impacted directly by **Your** failure to comply with the obligations below, **We** may refuse to pay **Your** claim or reduce the amount of any payment **We** make for the claim.

1. In the event of the **Insured Person(s)** requiring in-patient hospitalisation, **Emergency Medical Evacuation** or **Emergency Medical Repatriation**, Security Evacuation, Crisis Response or a claim for Kidnap and Ransom, they must contact **Our Emergency Assistance Provider**.

2. For all other claims **You** must as soon as practicable and in any event no later than sixty (60) days from date of incident contact **Our Emergency Assistance Provider**.

3. In the event of a claim for Personal **Accident** or Illness under this insurance, the **Insured Person(s)** must as soon as practically possible seek the attention of a duly qualified medical practitioner.

4. The **Insured Person(s)** must provide **Our Emergency Assistance Provider** with the necessary authorisation to access or obtain all **Your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. The medical adviser must for the purpose of reviewing the claim, be allowed to examine them as **We** consider necessary.

5. **You** and **Insured Person(s)** must provide **Our** emergency assistance provider with all information **We** may reasonably require including a fully completed claim form, which will include receipts and invoices as applicable, medical certificates, police evidence or in the case of **Accidental Bodily Injury**, evidence to show that this was caused as a result of an **Accident**. If the information supplied is insufficient, they will identify the further information required. If they do not receive this information, they may reject the claim or withhold payment until the information they may reasonably require is received.

6. In the event of a claim for Emergency in-patient hospitalisation, Emergency Medical, Evacuation or Repatriation, Security Evacuation or Kidnap and Ransom please contact **Our** emergency assistance provider on details below:

Call Our 24/7 Assistance line on +44 (0) 20 8089 3735,
Emergency e-Mail: assist@hotspotcover.com

E-mail: assist@hotspotcover.com

Our emergency assistance provider will require the following details:

- The **Insured Person(s)**'s name and also identifier reference "HOTSPOT"
- Date of Loss
- Host Country of loss
- Country of Domicile
- The **Insured Person(s)**'s location
- The **Insured Person(s)**'s details (including passport/visa etc).
- The Policy number
- Policy Inception/Expiry Date
- Policy holder's name (if different to **Insured Person(s)**'s name)
- The name and phone number of the doctor and hospital treating the **Insured Person(s)** (if applicable)
- Any additional people that should be updated throughout the case
- Nature of the incident
- The desired end state (what You want Inherent Risks to do)
- Any other pertinent information on the incident that may affect
- **Our Emergency Assistance Provider's** response (e.g. security situation)

For all other claims please contact **Our Emergency Assistent and claims provider** on:

Non-Emergency Claims Email: claims@hotspotcover.com

HOW WE DEAL WITH YOUR CLAIM

Once **Your** claim is accepted, **We** will pay **You** the amount stated in the relevant section of the **Schedule**.

Failure to contact the Emergency Assistance Provider and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. **You** should not attempt to find **Your** own solution and then expect full reimbursement from **Us** without prior approval first having been obtained from **Our** Emergency Assistance Provider.

In the event that liability cannot be established at the outset of an emergency it is agreed that the first named insured will guarantee payment until such time that liability can be accepted by insurers.

DEFINITIONS

Wherever the following words appear in bold they will have the meanings shown below.

Accident(al)

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the Period of Insurance.

Appropriate Authorities

The Foreign and Commonwealth Office of the United Kingdom, The United States Department of State, the Foreign Office of Canada or similar authority of Your Country of Domicile In respect of Search, Rescue Benefit under Section 3) below this will be any National or State, Regional or Mountain, Air or Sea Rescue or Coastguard.

Approximate Location

A location as determined and qualified by an Appropriate Authority as a reasonable estimate of your last known location and to within a radius of thirty square miles.

Benefit Period

The number of consecutive weeks set out in the schedule for which Temporary Total Disability is paid.

Bodily Injury

Identifiable physical injury which is caused by an accident, and solely and independently of any other cause (except Illness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the Death of the insured person or their disablement within twelve months from the date of the accident.

Country of Domicile

The country in which You reside in and/or the country to which the insured person shall return to when repatriated or country in which they hold a valid passport.

Death

The Death of an insured person resulting from an accident.

EHIC Card

A European Health Insurance Card (EHIC) - which will be determined as being primary as recourse before this insurance and if applicable- entitles qualifying citizens and residents to receive healthcare for free, or at a reduced cost in the EU, the EEA, Switzerland and the United Kingdom. The EHIC has been superseded by the Global Health Insurance Card (GHIC)

Elimination Period

The number of consecutive days set out in the Benefit Schedule after the date on which you first became disabled which must expire before Temporary Total Disability disablement benefit becomes payable.

Emergency Assistance Provider

The company Inherent Risks who will approve all inpatient Hospitalisations, arrange and pay for Emergency Medical or Security Evacuations, Repatriations or, triage and assist for Kidnap and Ransom incidents, and settle all claims.

Emergency Medical Evacuation

The costs following a Serious Medical Condition up to the amounts specified in the Benefit Schedule of transporting the insured person by air and/or surface transportation by Our Emergency Assistance Provider from the place where the insured person is located to the nearest adequate medical facility where medical treatment can be obtained, including the costs of all medical care and ancillary costs associated with that transportation within the sum insured outlined in the benefit Schedule.

Emergency Medical Repatriation

With the prior approval of Our Emergency Assistance Provider and the Insured Persons treating Medical Practitioner the return of the insured person following a Serious Medical Condition to their Country of Domicile by normal Scheduled airlines or by an air ambulance or suitable means of transport.

Emergency Medical Expenses

Reasonable and necessary emergency medical, surgical, Hospital and nursing home charges or emergency dental (for the relief of pain and suffering and for a Serious Medical Condition) for fees incurred for a claim occurring whilst outside an Insured's Country of Domicile and including the cost of rescue services to take the insured person to Hospital within the sum insured outlined in the benefit Schedule.

Emergency Travel Expenses

The reasonable and necessary additional costs of transport and accommodation incurred in respect of the insured person or any one Relative or friend who has to travel to remain with or escort the insured person home to the Insured Persons Country of Domicile.

Funeral Expenses or Repatriation of Remains

Following the Death (due to accident or Illness) of an insured person the reasonable cost of Funeral Expenses necessarily incurred, or expenses incurred in transporting the insured person's body or ashes, to their Country of Domicile, including making the necessary arrangements.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and Ill persons by and under the supervision of a qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Host Country

Within the borders of the destination country/ies for which You or your broker have purchased insurance for cover from Hotspot and as listed as your destination country/ies on Your policy.

Ill/Illness

Means the Insured Persons sickness or disease contracted whilst on an Insured Journey and Operative Insured Time during the policy period which results in them requiring medical treatment.

Insured Journey and Operative Insured Time

Whilst the insured person is on a trip in their Host Country/ies within the policy period and commences from the time You leave the departure point of Your Country of Domicile and which continues during the entire period of the Insured Journey and terminates at the end of the policy period, or at the time of returning to their arrival point at their Country of Domicile, whichever is the earliest. No Insured journey shall exceed 12 months in duration.

Insured Person(s)

Any director or employee of the Policyholder or categories of persons shown in the Schedule.

Loss of Limb

Shall mean in respect of:

1. An arm – physical severance of all 4 fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
2. A leg – physical severance at or above the level of the ankle (talo-tibial joint) or permanent total loss of use of an entire leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall include total and permanent Loss of Sight, which shall be deemed to have occurred:

1. In both eyes when the insured person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

Which means the insured person is only able to see at three (3) feet that which they should normally be able to see at sixty (60) feet and Underwriters are satisfied that the condition is permanent and without expectation of recovery.

Medical Practitioner

A registered, qualified, practicing member of the medical profession, who is not related to You.

Natural Disaster

An event that occurs after You have arrived in your Host Country and that is determined by an Appropriate Authority of being a natural occurrence, being but not limited to earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, wind, wind borne dust or sand, wildfire or similar event, that results in widespread and severe physical damage to property such that the government of Host Country issues an official disaster declaration and determines the affected area to be uninhabitable. In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

Natural Disaster- Emergency Expenses

Reimbursable and out of pocket expenses that are incurred by You up to a maximum of EUR 5,000 for the reasonable additional costs of transport and accommodation costs that are only incurred as a result of a Natural Disaster in the Host Country during the Insured Journey.

Paralysis

Permanent total and irrecoverable loss of function of one or more limbs.

Passive War and Terrorism

Non Participation as an Insured Person in armed conflict between nations, invasion act of foreign enemy, civil war, military or usurped power, rebellion, revolution or insurrection and active participation in terrorism or war, whether be declared or not or active participation in hostilities of any act of terrorist activity civil war rebellion Tito, insurrection revolution overthrow of legally constituted government, civil war, civil commotion or uprising or explosion of war weapons.

Period of Insurance

The time for which this insurance is in place as shown in the Schedule for a specified Host Country/ies.

Permanent Total Disablement

Permanent disablement following an accident causing bodily injury that wholly prevents the insured person from engaging or giving at in any occupation for which You are suited by way of education and training, caused other than by Loss of Limb or sight or speech or hearing which disablement lasts without interruption for more than 12 months from the date of the Accident, and in all probability shall continue for the remainder of the insured person's life.

Piracy

The Practice of attacking and or robbing or unauthorised seizing or capture containment or unlawful infringement of a seagoing vessel.

Post Traumatic Stress Disorder (PTSD) & Counselling

An anxiety disorder as diagnosed by a Medical Practitioner that results from an Insured Person directly witnessing an act of passive war or terrorism during the Insured Journey, that a) results in their inability to carry out their occupation and b) is within 6 months of the event and c) that the qualifying event fell during the Insurance Period and d) is recognized as the primary causal factor of the diagnosed PTSD disorder and e) is diagnosed as a qualifying disorder under the policy by a PTSD specialist and Medical Practitioner and that is appointed by the Emergency Assistance Provider and f) that this party also recommends that You require and qualify for a period of trauma counselling and g) is the first recorded medical occurrence of PTSD for You and during your lifetime and h) that is not determined as pre-existing prior to buying insurance from Us.

Relative

Spouse or domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e).

Repatriation

The return of an insured person to their permanent country of residence, or in the event of their Death, the return of their remains.

Sanctions Check

A specialised screening that involves several Government sanction databases which identify and list individuals and parties who are prohibited from certain activities or industries. These types of checks enable **Us**, to Know Your Customer (KYC) in the fight to prevent money laundering, terrorist financing and financial crime.

Search, and Rescue Expenses

Expenses up to the limit in the schedule as a contribution to the search, and rescue costs where an Appropriate Authority has triggered a search for You, and where Your Approximate Location is both determined and activated either in response to Your actual or probable Serious Medical Condition or Accidental Bodily Injury, or to prevent it and that you have been reported missing for more than 24 hours.

Serious Medical Condition

A medical condition that in the opinion of **Our Emergency Assistance Provider** physician requires immediate emergency medical treatment to avoid certain Death or serious impairment to the insured person's health and such emergency medical treatment is not available or is determined as adequate in the insured person's Host Country

Schedule

The pages of this document showing Your name, the sums insured, the Period of Insurance, the Host Country/ies, and the sections of this insurance which apply.

Temporary Total Disablement

Disablement from an **Accident**, that **causes bodily injury** and occurring during the **Insured Journey** under an **Insurance Policy Period** of more than 6 months and which prevents **You** from attending to all aspects of your business or occupation.

We / Us / Our

Opportuna Insurance PCC Ltd. Inherent Risks Cell, & its high hazard war & terrorism policy - product Hotspot Cover, and as licensed and regulated by the Guernsey Financial Services Commission.

You / Your / Policyholder

An Insured Person(s), the company(s), partnership(s) or unincorporated association(s) named in the Schedule as the Policyholder or category of persons who pay the premium for this insurance.

Your Broker or Affiliate

The insurance broker or affiliate or intermediary who in certain circumstances may have arranged this insurance on Your behalf and where You have not personally purchased a policy online.

SECTION 1: PERSONAL ACCIDENT

This section only covers claims which fall within the definition of **Bodily Injury** and does not cover any claim caused or contributed to by illness or sickness.

WHAT IS COVERED IN SECTION 1

We will pay the benefit 1-8 shown in the **Schedule** of benefits if as a result of an **Insured Person(s)** suffers **Accidental Bodily Injury** whilst on an insured journey during the period of insurance.

1. Accidental Death.
2. Loss of one limb.
3. Loss of two or more limbs.
4. Loss of sight in one eye.
5. Loss of sight in both eyes.
6. Loss of sight in one eye and loss of one limb.
7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).
8. Temporary Total Disability (TTD) – 14 day excess and maximum benefit period of 26 weeks
9. Post Traumatic Stress Disorder & Counselling – 14 day excess and benefit period of 20 weeks.

CONDITIONS APPLICABLE TO SECTION 1

1. Temporary Total Disability (TTD benefit 8) is only available if You have purchased a policy for a period of six months or more.
2. No Temporary Total Disability shall exceed 85% of the Insured Person's weekly wage or more than EUR 1,000 a week whichever is the lesser.
3. Post Traumatic Disorder & Counselling (PTSD Benefit 9) is only available if You have purchased a policy for a period of six months or more.
4. PTSD (benefit 9) has a 14 day excess and a benefit period of 20 weeks
5. If during the Insurance Period and whilst on an Insured Journey, You directly witness an act of passive war or terrorism, and suffer a first incidence of PTSD in your lifetime that results in your inability to carry out your usual occupation within 6 months of the triggering event, and for which a Medical Practitioner also recommends trauma counselling, We will pay you EUR 250 per week for a benefit period of 20 weeks from point of first-time PTSD diagnosis. There is no further liability following a PTSD diagnosis other than under this temporary limited payment period.

6. No TTD or PTSD will become payable until the total amount has been ascertained and agreed by the Emergency Assistance Provider.
7. Where any payment is made for TTD (Benefit 8) the amount paid will be deducted from any lump sum subsequently payable in respect of the same accident under Benefits 1 to 7 above.
8. If the benefit for Death is covered and an **Accident** results in **Your** Death within twelve (12) months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 above, the only benefit payable will be item 1 above.
9. We will only pay out for one of the benefits listed in 1-7 above in conjunction with the same **Accident** caused **by actual bodily injury**.
10. Any benefit for **Permanent Total Disablement** (PTD Benefit 7) will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **Bodily Injury**.
11. Any claim for Permanent Total Disablement (PTD Benefit 7) that is not caused by or linked to **accidental bodily injury**.
12. If the benefit for Death is covered, this benefit will also be payable in the event of Your disappearance. We will only provide this benefit if:
 - a): Your body is not found within twelve (12) months of Your disappearance, and sufficient evidence is produced, that leads Us inevitably to the conclusion that You have sustained Bodily Injury and that such injury has caused Your Death; and
 - b): The person or persons to whom such sum is paid will sign an undertaking to refund such sum to Us if You are subsequently found to be alive.

WHAT IS NOT COVERED IN SECTION 1

This insurance does not any claim for **Bodily Injury** directly or indirectly caused by:

1. Gradually operating cause or any naturally occurring condition or degenerative process.
2. Any Illness or sickness claim or triggers for Benefits 1 to 8
3. Any claim occurring or triggered whilst outside of your **Policy Period, Host Country/ies**, or whilst in your **Country of Domicile**.
4. Any claim for **Permanent Total Disability** other than as a result of an **accidental bodily injury**.

SECTION 2: EMERGENCY MEDICAL EXPENSES

WHAT IS COVERED IN SECTION 2

We will cover Emergency Medical Expenses solely and directly as a result of the **Insured Person(s)** sustaining **Bodily Injury** or illness and is determined as being a Serious Medical Condition whilst on an insured journey during the period of insurance.

CONDITIONS APPLICABLE TO SECTION 2

You must as soon as reasonably possible contact the **Emergency Assistance Provider** if they require in-patient hospital treatment, emergency medical evacuation or repatriation and obtain their pre-approval for such in-patient hospital treatment, emergency medical evacuation or repatriation.

WHAT IS NOT COVERED UNDER SECTION 2

This insurance does not reimburse expenses:

1. For inpatient Hospitalization that does not have the prior approval of Our emergency assistance provider.
2. For rest cures, senatorial or custodial care or periods of quarantine or isolation.
3. Any elective healthcare costs that do not constitute an emergency or a **Serious Medical Condition** that can be treated locally.
4. At any time where the **Insured Person(s)** has received a terminal prognosis prior to the policy period of this insurance
5. If a medical practitioner has advised the **Insured Person(s)** not to travel (or would have done so had You sought his/her advice
6. Where the **Insured Person(s)** is travelling with the intention of obtaining medical or dental or consultation abroad.
7. For cosmetic or plastic surgery unless necessitated by **Bodily Injury** sustained during the period of insurance;
8. For dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of **Bodily Injury** sustained during the period of insurance;
9. For general health examinations, and examinations for check-up purposes not incidental to, or necessary to diagnose illness or **Bodily Injury**;
10. For any disability, condition or illness which originated prior to the effective date of this Insurance until a period of 365 days consecutive days has elapsed during which **You** have neither received nor required any treatment for the said disability, condition or illness;
11. For pregnancy, childbirth, miscarriage or any disorder of the reproductive system;
12. Incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after the **Insured Person(s)** is fit to travel to their country of domicile;

13. For congenital defects and deformities of the **Insured Person(s)**.
14. For any claims for COVID 19 that is first determined and/or contracted by the Insured Person(s) whilst being on a Cruise Ship voyage, yacht or boat trip, or any seagoing vessel.

SECTION 3: EMERGENCY MEDICAL EVACUATION & REPATRIATION EXPENSES - INCLUDING ADDITIONAL

WHAT IS COVERED IN SECTION 3

In the event of the **Insured Person(s)** sustaining **Bodily Injury** or illness whilst on an insured journey or role during the period of insurance which results in **You** suffering a **Serious Medical Condition** that cannot be treated adequate locally, **We** will arrange and pay for Your Emergency Medical evacuation or repatriation to **Your** country of domicile. This may also include the costs of a Medical Escort.

- i) The weather conditions or a **Natural Disaster** are such that the rescue is triggered by an **Appropriate Authority** in order to prevent **accidental bodily injury** or the suffering of a **serious medical condition** by **You**.

CONDITIONS APPLICABLE TO SECTION 3

The **Insured Person(s)** or their Relative or designated person must as soon as reasonably possible contact the **Emergency Assistance Provider** if they require in-patient hospital treatment, **Emergency Medical Evacuation** or **Emergency Medical Repatriation** and obtain their pre-approval for such, **Emergency Medical Evacuation** or **Emergency Medical Repatriation** or Funeral, Additional Emergency Travel Expenses under A) B) or C) or D) below.

WHAT IS NOT COVERED IN SECTION 3

1. Any claim occurring or triggered whilst outside in your **Country of Domicile**.
2. Any claim unless first approved by our **Emergency Assistance Provider** or designated an emergency or **Serious Medical Condition**.
3. Any costs incurred following your decision not to remain in Your booked accommodation when official directives from local or national **appropriate authorities** or your **Emergency Assistance Provider** state that it is acceptable to do so.

4. Any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of travel services, or that have already been paid for or booked by You as part of your trip during the **insured journey**.
5. Any costs that are secondary to any other insurances or provisions under any national or state or authority provided bodies for search and rescue and provisions and expenses (for example Coastguard, Mountain Park, Rescue or State, Air Sea rescue).
6. Any Accommodation, travel expenses or additional costs incurred more than 7 days after the **Natural Disaster** has occurred under this section.
7. Any costs incurred following your decision not to remain in **Your** booked accommodation when official directives from the **Appropriate Authorities** state that it is acceptable to do so.
8. Any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of services.
9. Any expenses that have been or are about to be indemnified under any other insurance.
10. Where there is no imminent threat or actual result of **accidental bodily injury, serious medical condition** or death to **You** or that either directly affects the safety of You
11. Where Your approximate last or current location cannot be reasonably established.
12. Any costs for 'deep blue water' (more than 15kms from land and shore) rescue, search or response.
13. Any expense for extraction by helicopter or other transportation from a ship or offshore installation.
14. Any costs or claim as a result of **Piracy**

ADDITIONAL BENEFITS & EXPENSES COVERED UNDER SECTION 3 A)B)C) & D) BELOW:

Funeral Expenses, or Repatriation of Mortal remains

In the event of the Death period whilst on an insured journey during the policy period of an **Insured Person(s)** We will Indemnify Your estate up to USD/EUR/GBP 25,000 the chosen benefit plan limit, for the reasonable costs incurred of a funeral outside their **country of domicile** or the costs of transportation of their mortal remains (body or ashes) back to their **Country of Domicile**.

Emergency Family Travel Expenses

We will indemnify the insured person up to a maximum of USD/EUR/GBP 25,000 for the reasonable and necessary additional costs of transport and accommodation in respect of one relative or friend who has to travel or remain or escort You home to their Country of Domicile

Natural Disaster- Emergency Travel Expenses

We will indemnify You up to a maximum of USD/EUR/GBP 500 for the reasonable and necessary additional costs of transport and accommodation incurred by the Insured Person following a Natural Disaster in the Host Country during the Insured Journey. Expenses can include reasonable out- of- pocket expenses that would otherwise not have been incurred by You following a Natural Disaster for unrecoverable items, Including but not limited to, travel change fees, additional accommodation expenses, assistance, transportation and food.

Search & Rescue Expenses.

We will contribute up to a maximum of USD/EUR/GBP 15,000 of the costs for the reasonable and necessary costs incurred under this benefit if:

- i) An **Appropriate Authority** has triggered a search for **You**
- ii) **You** are reported missing for a period of more than 24 hours
- iii) Your **Approximate Location** is known.
- iv) You may have sustained or suffered **accidental bodily injury** or a **serious medical condition**

CONDITIONS APPLICABLE TO SECTIONS 2 & 3 ONLY

1. The maximum **We** will pay under both section 2 and section 3 combined in respect of the same **Accident** or illness is USD/EUR/GBP 550,000.
2. We will only cover medical evacuation and repatriation expenses if the **Medical Practitioner or Emergency Assistance Service Company**:
 - i. Estimates that the **Insured Person(s)** are likely to be totally disabled in excess of 4 consecutive weeks; and/or
 - ii. Certifies that the **Insured Person(s)** should be evacuated or repatriated
 - iii. because local facilities are inadequate for the treatment of their condition or their recovery will be substantially advanced.
 - iv. Certifies and have given prior approval as the **Emergency Assistance Provider** as to the most suitable need, requirements and methods to evacuate or repatriate to the nearest and most adequate medical facility.

- v. That the claim is determined to be a medical emergency and as **Serious Medical Condition**.
- vi. That the claim is determined to not have primary recourse to any other insurance or state medical or emergency evacuation provision such as under the **EHIC Card** or equivalent.

CONDITIONS APPLICABLE TO ALL SECTIONS 1,2, 3 & ADDITIONAL BENEFITS

ALTERATION OF RISK

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information (such relevant information is including but not limited to where there has been any alteration to the Business and/or the occupation or pursuits of any **Insured Person(s)** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident**, injury or illness or where **Insured Person(s)** interest ceases except:

- i. by will or operation of law the policy will be treated as void and of no effect from the date of such misrepresentation or non-disclosure and no return of premium will be allowed. Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **Our** consideration of the risk, they may take the following actions with effect from the date of the misrepresentation or non-disclosure:
- ii. if they would not have provided insurance on any terms, they will treat the policy as void and of no effect and they will return the amount of any premiums paid from that date
- iii. if they would have entered the contract but at an additional premium, they have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
- iv. if they would have entered the contract but applied different terms, they have the right to amend the terms to those which would have been applied.

ASSIGNMENT

You may not assign the benefits under this Policy. **We** shall not be bound to accept or be affected by any notice of any trust charge, lien, purported assignment or other dealing with or relating to this Policy.

CONTRIBUTION

If at the time of an event giving rise to a claim there is any other insurance Policy in force which covers **You** or the **Insured Person(s)** for the same expense, loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal **Accident** benefits which will be payable in full.

FORCE MAJEURE

We shall not be liable for failure to provide Services and/or delays caused by natural disaster, strikes or other conditions beyond **Our** reasonable control, including but not limited to flight conditions or situations where the performance of this Policy is prohibited or delayed by local laws, regulations or regulatory agencies. **We** shall notify **You** immediately of any Force Majeure event. In the event of such Force Majeure lasting longer than 7 days **You** will have the right to cancel this Policy immediately and **We** shall return any premium paid by **You** less any amount for claims paid or due to be paid.

PREMIUM PAYMENT WARRANTY

You warrant that all premiums due to **Us** under this policy are paid within the terms agreed from the inception date. Non-receipt by **Us** of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from inception

REASONABLE PRECAUTIONS

You and the **Insured Person(s)** must take all reasonable precautions to avoid **Accident**, injury or illness to any person, or loss, destruction or damage to their property, and **You** and the **Insured Person(s)** must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner. If in relation to any claim **You** or the **Insured Person(s)** have failed to fulfil any of these conditions, they will lose the right to indemnity or payment for that claim.

RECOVERY FROM THIRD PARTIES

In the event that a third party is held liable for all or part of any claim paid under this Policy **We** may exercise their legal right to pursue the third party to recover their outlay. **You** or the Insured Person(s) will upon **Our** request agree to and permit them to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising the right against third parties.

WHAT IS NOT COVERED UNDER SECTIONS 1, 2, 3 & ADDITIONAL BENEFITS

This insurance does not cover claims in any way caused or contributed to by:

1. **Active** participation in terrorism or war, whether war be declared or not, or active participation in hostilities of any act of war or terrorist activity, civil war; rebellion, riot, rebellion, insurrection, revolution, overthrow of legally constituted government, civil war, civil commotion or uprising, or explosions of war weapons.
2. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
3. Nuclear reaction, nuclear radiation or radioactive contamination.
4. The **Insured Person(s)** engaging in or taking part in armed forces service or operations;
5. The **Insured Person(s)** engaging in flying of any kind other than as a passenger;
6. The **Insured Person(s)** suicide or attempted suicide or intentional self-injury
7. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
8. The **Insured Person(s)** deliberate exposure to exceptional danger (except in an attempt to save human life);

9. The **Insured Person(s)** engaging in a criminal act.
10. The **Insured Person(s)** being intoxicated by alcohol or drugs;
11. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;
12. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
13. Any condition whether diagnosed or not, for which the Insured Person(s) has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this insurance or for which they have been treated at any time during the 12 months prior to the inception of this insurance.
14. Any Insured Person(s) [participating in an activity or pursuit other than flying as a passenger) entering an altitude of 5,895m/19,340 ft above sea level or more.
15. Hazardous pursuits - any Bodily Injury of an **Insured Person(s)** sustained while taking part in:
 - a) the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the Insured Person(s) is accompanied by a suitably experienced guide;
 - b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the Insured Person(s) :
 - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c) potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **Insured Person(s)** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d) armed forces activities including operations, exercises or training;
 - e) flying as a pilot or any other aerial activities other than
 - i) flying as a pilot in light aircraft; or
 - ii) travel by air as a passenger.

16. This insurance will NOT pay a benefit or any portion of a benefit for disablement arising from the interaction between Bodily Injury and another medical condition.
17. Any claim occurring or triggered whilst inside your **Country of Domicile**.
18. Any expense related to the **Insured Person(s)** engaging in the commission of, or the attempt to commit, an unlawful act.
19. Any expense incurred as a result of the **Insured Person(s)** engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), unless declared to Us and accepted by **Us** in writing.
20. **You** at inception of this policy having prior knowledge of or had received information of any specific matter, material fact or circumstance which would lead to an insured event that has not been declared to and accepted by **Us**.
21. Any Losses incurred by **You** that have been increased by **Your** failure to follow the advice of **Our Emergency Assistance Provider**.
22. Any **Insured Person(s)** of age 71 years or above

SECTION 4 : KIDNAP FOR RANSOM CRISIS & SECURITY

Introduction

*This part of the **Policy** gives an overview of the **Policy** and sets out key information and conditions*

Section A1

Insuring Clauses

*This Section sets out the insurance covers provided by the **Policy**.*

Section B2

Exclusions

*This Section lists the exclusions. These explain when the **Policy** does not provide cover.*

Section C3

General Terms and Conditions

*This Section sets out both **Our** and **Your** rights and obligations under the **Policy**, including the procedure **You** must follow when making a claim.*

Section D4**Definitions**

*This Section sets out the specific meaning given to words are bold and capitalised in this **Policy**.*

Section E5**Definitions**

*This Section sets out the specific definitions terms and conditions and exclusions of the **Emergency Political Repatriation and/or Relocation Extension Endorsement** which shall apply to this **Policy** to which it attaches.*

WHAT TO DO IN THE EVENT OF AN INCIDENT

If an **Insured Event** occurs or is believed to have occurred, **You** should contact Convex on the following international hotline telephone numbers (24hrs)

Please ask to speak to the Convex Response Duty Officer:



US: +1 800 691 9255



UK: +44 1723 565322

INTRODUCTION

This part of the **Policy** gives an overview of the **Policy** and sets out key information and conditions. Hotspot Cover Opportuna Insurance PCC Ltd. Inherent Risks Cell ("**We**") agree to provide insurance cover to the insured named in the **Schedule** ("**You**") as provided by the terms of this Policy.

This **Policy** consists of:

1. the **Benefit Schedule** (above),
2. this document, including the Introduction, Insuring Clauses (Section A1), Exclusions (Section B2), Terms and Conditions (Section C3) and Definitions (Section D4), plus
3. any **Endorsements** (which may be in a separate document, if issued),
4. all of which are to be read as one contract (together the "Policy").

The insurance cover provided is subject to the all the Terms and Conditions set out Section A1, Section B2, Section C3 and Section D4. All words that are capitalised and bold have the meaning set out in Section D4.

You should read this **Policy** carefully and make sure this **Policy** meets **Your** needs. If the **Policy** is incorrect, **You** should speak to **Your** broker or Opportuna Insurance PCC Ltd Inherent Risks Cell.

You should keep this **Policy** safe and quote the **Policy** number appearing in the **Schedule** in all communications.

IMPORTANT CONDITIONS

Tax payable notice

The **Policy** has been placed with Hotspot Cover Opportuna Insurance PCC Ltd Inherent Risks Cell and 100% reinsured by Convex Guernsey Limited. **You** should properly account for any tax payable under the **Policy** locally, and it is **Your** responsibility to settle the tax due, via **Your** local tax office. This condition is included here for clarity but it is a term of the **Policy** under Clause 15 of the Terms and Conditions in Section C3.

CELL LIMITATION CLAUSE

The Insurer is a protected cell ("the Cell") of Opportuna Insurance PCC Limited. Opportuna is a limited liability protected cell company registered in Guernsey, in terms of the Companies Guernsey Law, 2008 (the "Law") and regulated by the Guernsey Financial Services Commission. Opportuna's registration number is 68684 and its registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 3WP.

The liability of Opportuna, acting in respect of the Cell, for any of its obligations under the Policy, is capped at and limited to the assets attributable to the Cell (as defined in the Law). Accordingly, the rights of the Insured under the Policy are limited solely to the assets attributable to the Cell and in no event shall there be any recourse to or liability on the part of (a) the cellular assets of other cells of Opportuna or (b) to the core assets of Opportuna (as defined in the Law). Opportuna has no obligation whatsoever to use any of its assets, other than the assets attributable to the Cell, to satisfy any claim or liability under the Policy. Furthermore, in the event that the assets attributable to the Cell are insufficient to fully discharge a claim under the Policy, the Insured will not be able to make or to join in making any application to any court for the winding up, administration or re-organisation of Opportuna or the Cell.

Hotspot Cover and its provisions and risk are placed through Opportuna Insurance PCC who are 100% supported and reinsured by A-rated capacity with Lloyd's of London Underwriters.

Hotspot Cover are specialists in high hazard insurance that can include for Crisis, Kidnap and Ransom and passive War and Terrorism.

Previous threats or incidents

You confirm that, as at the date of acceptance or inception of this **Policy**, whichever is the later, to the best of **Your** knowledge and belief, there have been no threats or incidents involving either **You** or the **Insured Persons**, that:

- a) have not already been notified to **Us**; and
- b) would be covered under this **Policy**

If **You** breach this condition, **We** may refuse to indemnify **You** for any claim **You** make under the **Policy**, unless **You** can show that **Your** failure to disclose the threat or incident could not have increased the risk of the Insured Loss which occurred in the circumstances in which it occurred. This condition is included here for clarity but it is a term of the **Policy** under Clause 11 of the Terms and Conditions in Section C3.

Fair Presentation

You are under a duty to make a fair presentation of the risk to **Us** prior to entering into the **Policy** and prior to the agreement of any variation to the **Policy**.

A fair presentation is one that includes all material information, presented in a manner that is clear and accessible, and in compliance with all requirements of the Insurance Act 2015.

Failure to make a fair presentation of the risk will give **Us** a range of remedies, as set out in the Insurance Act 2015, which can be broadly summarised as follows:

- a) if the breach was deliberate or reckless:
 - (i) treat the **Policy** as if it never existed;
 - (ii) decline all claims; and
 - (iii) retain the premium; or
- b) if the breach was not deliberate or reckless (for instance, negligent), depending on what **We** would have done had there been no breach:
 - (i) treat the **Policy** as if it never existed, decline all claims and return the premium;
 - (ii) treat the **Policy** as if it had been entered into on different terms from those agreed, or
 - (iii) proportionally reduce the amount payable on a claim based on the premium **We** would have charged, as more specifically set out in the Insurance Act 2015.

The remedies summarised in a) and b) apply to a breach of the duty of fair presentation made prior to the **Policy** being entered into, and, with some modifications, to a breach of the duty made prior to the agreement of a variation, as set out more fully in the Insurance Act 2015. This summary is provided for illustrative purposes only to assist **You** in understanding the duty to make a fair presentation and the consequences of a breach of the duty of fair presentation. It is not intended to amend or disapply any provision of the Insurance Act 2015 concerning the duty of fair presentation.

REGULATORY INFORMATION**Complaints Handling Policy**

Our aim is always to provide You with the best possible service. If **You** feel that **We** have not provided a good level of service or made an error, then please advise **Us** in the first instance. **We** will take Your complaint seriously and do **Our** best to investigate and resolve it as quickly as possible in accordance with The Licensed Insurer's (Conduct of Business) Rules, 2018. **We** have established the following complaints handling procedure to ensure that this happens.

STEP 1:

Tell **Us** about it. There are different ways **You** can do that.

Communicate with Your usual contact at Hotspot Cover Opportuna PCC Ltd Inherent Risks Cell, **Your** account manager or **Your** broker. Let them know that **You** are dissatisfied with the service **You** have received and tell them why. You can contact **Us** by email, telephone, or letter.

Contact **Our** complaints team: Email: complaints@hotspotcover.com

Hotspot Cover in Opportuna PCC Ltd Inherent Risks Cell is licensed by the Guernsey Financial Services Commission.

The relevant party will contact **you** within five days of receiving **your** complaint to inform **you** of what action they will take.

We will acknowledge **Your** complaint promptly and **We** will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

STEP 2:

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Accessibility

Upon request, **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

Fair Processing Notice

This Privacy Notice describes how Hotspot Cover Opportuna PCC Ltd Inherent Risk Cell collect and use the personal information of insureds, claimants and other parties when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to us together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by Hotspot Cover Opportuna PCC Ltd Inherent Risk Cell for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and Fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations. Information will be shared by Hotspot Cover Opportuna PCC Ltd Inherent Risk Cell for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside of Guernsey, the UK and the European Economic Area (EEA) for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding **Your** personal information, under local law (The Data Protection (Bailiwick of Guernsey) Law 2017. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of Your personal information in a usable electronic format and to transmit it to a third party (right to portability). **We** are committed to working with **You** to obtain a fair resolution of any concern about privacy. If, however, You believe that **We** have not been able to assist with **Your** concern, **You** have the right to make a complaint to the Guernsey data protection regulator,

The Office of Data Protection Authority.
St Martins House,
Le Bordage,
St Peter Port,
GY1 1BR
Guernsey
Channel Islands

SECTION A1 : INSURING CLAUSES

This Section sets out the insurance covers provided by this **Policy**. The explanatory note at the end of this Section explains how the cover works.

Insuring Clause

We will indemnify **You** for the relevant **Insured Losses** sustained by **You** arising directly from an **Insured Event** provided that:

- a) **You** have paid the required premium;
- b) the **Insured Event** has occurred within the **Policy Period** as specified in the **Schedule**;
- c) any claim submitted by **You** is within the General Terms, Exclusions and Conditions of this **Policy** (as fully set out in Section A1, Section B2, and Section C3 and in accordance with the Definitions in Section D4);
- d) any claim submitted by **You** is within the **Limit of Liability** as shown in the **Schedule**.

You will only be covered under Insuring Clause 1 of this Policy when there is both an **Insured Event** and **Insured Losses**. Only some combinations of Insured Events and **Insured Losses** are covered as further set out in Clauses 2 and 3 below.

Insured Events

The **Insured Events** under **Insuring Clause** 1 above are the following ones:

- a) **Kidnap** for all **Insured Losses** except **Insured Loss** 3 e) x);
- b) **Extortion** for all **Insured Losses** except **Insured Losses** 3 e) vi)-x) (inclusive);
- c) **Malicious Detention** for all **Insured Losses** including **Insured Loss** 3 e) vi)-vii) (inclusive) which are capped (except 3 e) x) which does not apply;

- d) **Disappearance** but only for **Insured Losses** 3 d), e) i)-viii) and xi)-xxiv);
- e) **Hijack** for all **Insured Losses**;
- f) **Hostage Crisis** for all **Insured Losses** except for 3 e) vi)-x) (inclusive) and g);
- g) **Express Kidnap** and **Virtual Kidnap** but only for **Insured Losses** 3 a), b), c), d) and f);
- h) **Threat** but only for **Insured Losses** 3 d) and e) i)-v) and xi)-xxiv); and/or
- i) a series of **Connected Events**.

as defined in the Definitions in Section D4.

Insured Losses

The **Insured Losses** under Insuring Clause 1 above are the following ones:

- a) a payment for Ransom made by **You** and which has been surrendered.
- b) in the case of marketable goods being used to pay a Ransom, **Your** Property, monetary instruments, securities or services, and actual cash value at the time of surrender.
- c) the loss in transit of a Ransom by confiscation, destruction, **Disappearance**, seizure, actual damage, wrongful abstraction or theft whilst it is being conveyed to those who have demanded it, by a person authorised to do so by You.
- d) the fees and expenses of the designated Response Consultant retained by **You** for an **Insured Event**.
- e) the following Additional Expenses:
 - i. fees and expenses of an independent negotiator retained by **You**, public relations consultant and/or interpreter, all incurred with **Our** prior written authorisation;
 - ii. costs of travel and accommodation incurred by You as a result of an **Insured Event**;
 - iii. fees for independent psychiatric, medical and dental care including any costs for care by a neurologist, psychologist and any expense of confinement incurred prior to and within thirty-six (36) months of the release of an **Insured Person**;
 - iv. fees for independent legal advice for You incurred within thirty-six (36) months following the **Insured Event**;
 - v. reward paid by **You** to an Informant for information which leads to the resolution of the **Insured Event**;
 - vi. 100% of a **Kidnapped** or **Maliciously Detained** or **Hijacked** or Disappeared **Insured Person's** gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due at the time the **Insured Event** occurs for ninety (90) consecutive days following the release of the **Insured Person**, except that in the case of **Malicious Detention**, **Our** liability will be limited to either: a period of seventy two (72) consecutive days or thirty (30) consecutive days after the date on which the **Malicious Detention** ceases, whichever occurs first;

- vii. 100% gross salary of a Relative who gives up their job or any Employee who is specifically designated to assist in negotiating a resolution to Your **Kidnap, Extortion, Malicious Detention Disappearance or Hijack**. These are not to exceed either the **Relative's** or **Employee's** 100% gross salary, including bonuses, commissions, costs of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performances, plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that **You** forward to **Us** an itemised account of such **Relative's** or **Employee's** time, services and expenses, except that in the case of **Malicious Detention, Our** liability will be limited to either: a period of sixty (60) months or thirty (30) consecutive days after the date on which the **Malicious Detention** ceases, whichever occurs first;
- viii. 100% gross salary of a temporary replacement of a **Kidnapped or Maliciously Detained or Hijacked**, or Disappeared **Insured Person** including bonuses, commissions, costs of living adjustments, pension and/or welfare contributions, foreign tax reimbursements and any other allowances which were contractually due or could reasonably have been expected based on past performances at the time of the **Insured Event** occurs and for sixty (60) consecutive days following the release of an **Insured Person**, except that in the case of **Malicious Detention, Our** liability will be limited to either: a period of sixty months (60) months or thirty (30) consecutive days after the date on which the **Malicious Detention** ceases, whichever occurs first;
- ix. Fees and rehabilitation expenses that occur within eighteen (18) months following the release of the **Kidnapped or Malicious Detained or Hijacked Insured Person** and are incurred by an **Insured Person, Insured Person's** spouse/partner and/or parents and/or children;
- x. Customary **Hijacked** expenses paid by **You** for landing and take-off fees, refuelling charges and other expenses incurred by **You** to transport at economy and solely as a result of a **Hijack**;
- xi. Customary interest paid on loans obtained specifically to pay a Ransom to meet an Insured Loss and repaid within seven (7) consecutive days after **You** have received reimbursement of the loan from **Us** and/or reasonable bank charges;
- xii. **Personal Financial Loss** suffered by an **Insured Person**;
- xiii. Costs of communication equipment, recording equipment and advertising incurred in order to resolve an **Insured Event**;
- xiv. Fees and expenses of independent forensic analysts engaged by **You** to assist in the resolution of an **Insured Event**;
- xv. Costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person** solely and directly as a result of an **Insured Event**.
- xvi. Costs of repatriation of the body of an **Insured Person** including the costs of burial/ cremation incurred in the event of death of an **Insured Person** directly and solely as a result of an **Insured Event**;
- xvii. Occupational retraining costs for an **Insured Person** who is a victim of an **Insured Event** including but not limited to the basic salary of an **Insured Person** while being retrained, and the cost of external training course; xviii. costs of childcare incurred by **You** directly as a result of an **Insured Event**

- xix. Expenses as a result of a search for explosives or other harmful materials on **Your Premises**, including but not limited to evacuation and transport costs. **We** shall only be liable for such expenses provided **Your Premises** have been closed for a period in excess of three (3) consecutive days and **We** shall not be liable for any expenses incurred after **Your Premises** have been closed for a period of more than thirty (30) consecutive days;
- xx. Costs of electronic sweeps for bugs or other electronic listening devices on **Your Premises**;
- xxi. Costs of increased security for **You** as a result of an **Insured Event** with **Our** prior written authorisation and at the specific recommendation of the Response Consultant. This shall not exceed a period of thirty (30) consecutive days following the resolution of an **Insured Event**;
- xxii. Travel and accommodation expenses for the purposes of rest and rehabilitation including meals and recreation incurred, with **Our** prior written authorisation, by an **Insured Person** and their immediate family (limited to spouse, children, parents and siblings) within six (6) months following the release of the **Insured Person** who is a victim from an **Insured Event**;
- xxiii. Costs to relocate an **Insured Person** as a result of an **Insured Event**. Relocation costs shall be sub-limited to USD/EUR/GBP 50,000 per **Insured Event**; and
- xxiv. All other expenses incurred by **You** as a result of an **Insured Event** with **Our** prior written authorisation.

f) A Bodily Injury.

g) Legal Costs with respect to any or **Suit** brought against **You** directly and as a result of a **Kidnap, Extortion, Malicious Detention or Hijack** only (and no other **Insured Event**), provided the **Kidnap, Extortion, Malicious Detention or Hijack** occurred during the **Policy Period**. With respect to Legal Costs as set out in g) above, **You** must not admit any liability or settle any **Suit**, or incur any costs or expenses, without **Our** prior written authorisation. **We** shall have the right to defend any such **Suit** against **You** and **We** may investigate and settle any such **Suit** at **Our** discretion. **You** shall co-operate with **Us** fully in connection with such **Suit**.

Limited Cyber Extortion Additional Cover

We will indemnify **You** for the **Crisis Management's** fees and expenses of the designated **Response Consultant** retained to respond to a **Cyber Extortion** provided that :

- i. **You** have paid the required premium;
- ii. The **Insured Event** has occurred within the **Policy Period** as specified in the **Schedule**;
- iii. Any claim submitted by **You** is within the terms, limitations, exclusions and conditions of the **Policy**; and
- iv. Any claim submitted by **You** is within the **Limit of Liability** as shown in the **Schedule**.

INSURED EVENT (as defined in Section 4)	INSURED LOSSES (all as further described in Clause 3 and defined in Section D4)
KIDNAP	payment of surrendered Ransom ; marketable goods used to pay a Ransom ; loss in transit of a Ransom ; Response Consultant's fees and expenses; Additional Expenses 3 e) i)-xiv) inclusive; Bodily Injury ; and Legal Costs .
Extortion	payment of surrendered Ransom ; marketable goods used to pay a Ransom ; loss in transit of a Ransom ; Response Consultant's fees and expenses; all Additional Expenses except for 3 e) vi); Bodily Injury ; and Legal Costs .
Malicious Detention	payment of surrendered Ransom ; marketable goods used to pay a Ransom ; loss of transit of a Ransom ; Response Consultant's fees and expenses; all Additional Expenses 3 e) i)-xiv) but 3 e) vi) Insured Person's gross salary, bonus, commission, cost of living, foreign tax reimbursements, pension, welfare; and vii) Employee's base salary specifically designated to assist in negotiation of a resolution of the Malicious Detention , both are capped at sixty (60) months or thirty (30) consecutive days after the date on which the Malicious Detention ceases; Bodily Injury ; and Legal Costs .

INSURED EVENT (as defined in Section 4)	INSURED LOSSES (all as further described in Clause 3 and defined in Section D4)
Disappearance	Response Consultant's fees and expenses; and All Additional Expenses except for 3 e) vi) & vii).
Hijack	Payment of surrendered Ransom ; Marketable goods used to pay a Ransom ; Loss in transit of a Ransom ; Response Consultant's fees and expenses; All Additional Expenses 3 e) i)-xiv) inclusive; Bodily Injury ; and Legal Costs
Hostage Crisis	Payment of surrendered Ransom ; Marketable goods used to pay a Ransom ; Loss of transit of a Ransom ; Response Consultant's fees and expenses All Additional Expenses except for 3 e) vi); and Bodily Injury .
Express Kidnap and Virtual Kidnap	Payment of surrendered Ransom ; Marketable goods used to pay a Ransom ; Loss in transit of a Ransom ; Response Consultant's fees and expenses; and Bodily Injury .
Threat	Response Consultant's fees and expenses; and All Additional Expenses except for 3 e) vi) & vii).

INSURED EVENT
(as defined in Section 4)

INSURED LOSSES
(all as further described in Clause 3 and defined in Section D4)

Limited Cyber Extortion Additional Cover

Response Consultant's Crisis Management fees and expenses

SECTION B2 : EXCLUSIONS

This Section lists the Exclusions, which explain when the **Policy** does not provide cover.

We will not indemnify **You** in respect of any **Insured Event** and/or **Insured Losses** caused by, arising from, in connection with or attributable to any of the following:

Communicable Disease

Any **Communicable Disease**, or any fear or threat (whether actual or perceived) of a **Communicable Disease**, regardless of any other cause or event contributing concurrently or in any other sequence thereto; or any action taken in controlling, preventing, suppressing or in any way relating to any actual or suspected **Communicable Disease**

Connected Events

Connected Events where the first in the series of **Connected Events** began before the **Policy Period**.

Cyber

Any **Cyber Loss** but this exclusion does not apply to **Cyber Extortion** when covered under this **Policy**.

Criminal Offence

Any act by **You** or agent thereof which is a **Criminal Offence** in the country where the **Insured Event** occurs.

Fraud

A fraudulent act by **You** or agent thereof, whether acting alone or in collusion with others.

Hijack/Hijacked

Any legal liability arising from a **Hijack** for a period of less than three (3) hours.

Illegal Reward Monies

Any monetary reward or any other financial inducements paid by **You** or someone acting on **Your** behalf, to any other legal or natural person, including private individuals and active members of public law enforcement, intelligence or government organisations, where such payment (or any reimbursement of such payment by **Us**) would be illegal.

Malicious Detention

Any **Malicious Detention** which:

- a) lasts for a period of less than six (6) hours; and/or
- b) is caused by **Your** failure to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

Other insurance

Any losses which are, or but for this insurance would be, covered under any other insurance, save where such other insurance is expressly stated to be in excess of this insurance.

Property

Any damage to **Property** as a result of an **Insured Event**.

Robbery (on and off premises)

(Off premises robbery Exclusion) The deliberate surrender of a **Ransom** in any face to face encounter unless the **Ransom** is being conveyed for the sole purpose of paying a previously communicated **Ransom**.

This Exclusion shall not apply in relation to the **Insured Event - Hostage Crisis** (Clause 2 f), Section A1).

(On premises robbery Exclusion) The payment of a **Ransom** either at the **Kidnap** location of one or more **Insured Person(s)** or where the **Extortion** demand is first made, unless a **Ransom** demand has already been received prior to bringing the **Ransom** to that location.

This Exclusion shall not apply to the **Insured Event - Hostage Crisis** (Clause 2 f), Section A1).

Unlawful taking of money/Property

The unlawful taking of money and/or **Property** from an **Insured Person** in a face-to-face encounter using force, intimidation, or violence without abducting the **Insured Person**. This Exclusion does not apply to **Express Kidnap** (Clause 2 g), Section A1).

SECTION C3 : GENERAL TERMS AND CONDITIONS

This Section include the General Terms and Conditions, which set out both **Our** and **Your** rights and obligations under the **Policy** including the procedure **You** must follow when making a claim.

Amendments

This **Policy** cannot be amended other than where agreed between **You** and **Us** in writing and evidenced by way of **Endorsement** to this **Policy**.

Bodily Injury

If an **Insured Person** suffers a **Bodily Injury** as a result of **Express Kidnap, Virtual Kidnap, Extortion, Hijack, Hostage Crisis, Kidnap** or **Malicious Detention** that causes or may cause **Permanent Partial** or **Permanent Total** disablement:

- (i) The **Insured Person** must place themselves under the care of a qualified medical practitioner approved by **Us** as early as possible after an **Insured Event**; and
- (ii) **We** will not be liable to indemnify **You** for the **Insured Losses** resulting from that **Insured Event** unless the appointed qualified medical practitioner is allowed to examine the **Insured Person** as often as that medical practitioner thinks necessary.

Cancellation/ Cooling Off Period

The **Policy** can be cancelled by:

a) **You** giving notice of cancellation in writing to **Us** within fourteen (14) days from:

- The day of purchase or renewal of the contract; or
- The day on which **You** receive this **Policy** or the renewal documentation, whichever is the later (the “Cooling-Off Period”).
- If **You** wish to cancel during the Cooling Off Period, **You** will be entitled to a refund of any premium paid unless **You** have made a claim In which case **We** may require payment of the premium.
- If **You** do not exercise the right to cancel this **Policy** during the Cooling Off Period, it will continue in force and **You** will be required to pay the premium.

- **You** at any time for any reason by giving written notice of cancellation to us by no less than thirty (30) days to the effective date of cancellation. Return premium shall be cancelled on a pro-rata basis.
- b) **Us** if **You** fail to pay the required premium. In such an event, **We** will send written notice of cancellation to **You** (at the address specified in the **Schedule** or via the broker) no less than thirty (30) days prior to the effective date of cancellation. Any earned premium will be calculated on a pro-rata basis.

Claims Procedure

When an **Insured Event** has occurred, or is believed to have occurred, it is a condition of **Your Policy** that **You**:

- a) Inform **Us** and/or the **Response Consultant** as soon as is practicable and provide **Us** and/or the **Response Consultant** with all relevant information as soon as possible; and
- b) Inform and/or allow the **Response Consultant** to inform, the appropriate local authorities of an **Insured Event** as soon as is practicable, having utmost regard to the personal safety of the **Insured Person**. This Condition 4(b) does not apply where the **Insured Event** is a **Hostage Crisis** ((Clause 2 f) (Section A1)) and/or an **Express Kidnap** ((Clause 2 g) (Section A1))
- c) Must be able to demonstrate that such a **Ransom** which has been surrendered was done so under duress when requesting a reimbursement of a **Ransom**

In the event of a breach of any of **Your** obligations set out in this Clause 4, **We** may refuse to pay a claim under this **Policy** in part or in full.

Interpretation

In this **Policy**:

- a) The singular includes the plural and vice-versa; the masculine includes the feminine and vice versa;
- b) Capitalised words in bold have the meaning given to them in the Definitions at Section D4 of this **Policy**;
- c) Headings are capitalised for ease and used for general reference only. They shall not be considered when interpreting or determining the meaning of this **Policy**; and
- d) If any Term, Condition, Exclusion, **Endorsement** or provision or part thereof is found to be or becomes invalid or unenforceable, this shall not affect the validity and enforceability of the remainder of the Term, Condition, Exclusion, **Endorsement** or provision and the rest of this **Policy**.

Currency

All amounts shown in the **Policy** are in currency shown in the **Schedule**. **Insured Losses** will be adjusted and paid in the same currency, unless directed by **You**. In the event of a loss adjustment involving currency conversion, the exchange selling rate will be calculated using the rate of exchange published in the Financial Times on the date of settlement. If the Financial Times was not published on the stipulated date, the rate of exchange will be as published on the next business day.

Knowledge of the Policy

You and the **Insured Person** must at all times use best endeavours to restrict knowledge of the existence of this **Policy** and keep the existence of this **Policy** confidential to ensure that this **Policy** is disclosed only to those who absolutely need to know of its existence.

Law and Jurisdiction

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this **Policy** or its subject matter, interpretation or formation.

Limit of Liability

Our Limit of Liability is limited to the amount shown in the **Schedule** in all circumstances.

Specifically, but without limiting the generality of the foregoing, **Our** liability will not be increased irrespective of whether:

- a) There is more than one entity is named in the **Schedule**, in which case only the first-named will have any right to make, adjust or receive or enforce payment of any claim under this **Policy**.
- b) The **Policy** is renewed. **Our** liability will not be cumulative from one **Policy** Period to another.

Payment of a Ransom

Any payment of a **Ransom** by **You** in order to resolve an **Insured Event** must be done in good faith.

Previous threats or incidents

You confirm that, as at the date of acceptance or inception of this **Policy**, whichever is the later, to the best of **Your** knowledge and belief, there have been no threats or incidents involving either **You** or the **Insured Person**, that:

- a) Have not already been notified to **Us**; and
- b) Would be covered under this **Policy**.

If **You** breach this condition, **We** may refuse to indemnify **You** for any claim **You** make under the **Policy**, unless **You** can show that **Your** failure to disclose the threat or incident could not have increased the risk of the **Insured Loss** which occurred in the circumstances in which it occurred. This condition is also set out in the Introduction of this **Policy** for clarity.

Prudent Insured

When an **Insured Event** has occurred, or is believed to have occurred, **You** must act prudently at all times and carry out all steps reasonably practicable to avoid or mitigate any **Insured Losses** whilst having the utmost regard for the personal safety of the **Insured Person**.

Sanctions

We shall not provide any cover, pay any claim or benefit under this **Policy** to the extent providing such cover, paying such claim or providing such benefit would expose **Us** to being in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Guernsey, Bermuda or United States of America.

Subrogation

You and the **Insured Person** must provide all necessary evidence and complete, sign or seal all papers required by **Us** to recover compensation or secure an indemnity from any third party in respect of any **Insured Losses**. If **We** instigate proceedings in **Your** name or in the name of the **Insured Person**, any moneys **We** recover will belong to **Us**.

Tax payable notice

The **Policy** has been placed with Hotspot Cover Opportuna PCC Frank Risks PCC Limited. **You** should properly account for any tax payable under the **Policy** locally, and it is **Your** responsibility to settle the tax due, via **Your** local tax office.

Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 ("Act") to enforce any Term of this **Policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Waiver

Failure by **Us** to use any of Our rights under this **Policy** will not be deemed to be a waiver of such rights nor prevent **Us** from exercising or enforcing these rights at any time.

SECTION D4 : DEFINITIONS

This Section sets out the specific meaning given to certain words used in this **Policy**.

Capitalised words in bold are defined in the Definitions below. As used herein:

Additional Expenses means	an expense only reasonably and necessarily incurred by You in order to effectively manage an Insured Event .
Bodily Injury means	the death or Permanent Total or Permanent Partial disablement sustained by an Insured Person , solely and directly as a result of Express Kidnap, Virtual Kidnap, Extortion, Hijack, Hostage Crisis, Kidnap or Malicious Detention provided that such injury causes the death or physical disablement of the Insured Person within twenty-four (24) calendar months from the date of the incident commenced. Insured Losses for Bodily Injury will not exceed the Limit of Liability specified in the Schedule . For the purpose of coverage granted through this definition, an Insured Person will be presumed dead if they have been missing for more than twelve (12) months from the date of the incident commenced.

Communicable Disease means

any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property or assets.

Computer System means

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Computer Virus means

any malicious software designed to damage, destroy or corrupt **Electronic Property**.

Connected Events means

Insured Events deemed to be connected and to constitute a single **Insured Event** linked with each other if it is evident from the demand or **Threat** (or the making of such demand or **Threat**), that these events are, or were, carried out in furtherance one of another.

Crisis Management means	Negotiation with those carrying out the Cyber Extortion and/or advice on how best to respond to or counter such Cyber Extortion . Crisis Management does not include any advice or time spent considering any of the IT, cyber or Computer System aspects of a Cyber Extortion .
Cyber Act means	An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons
Cyber Extortion means	The making of illegal threats either directly or indirectly to You to: a) Cause damage to or loss of Electronic Property , including the modification of data or denial of access to computer or network services; or b) Introduce a Computer Virus ; or c) Disclose, disseminate or utilize electronically held Proprietary Information , including any personal, private or confidential information on or about You , By persons who then demand a Ransom as a condition of not carrying out such threats.
Cyber Loss means	Any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident .
Cyber Incident meanS	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System ; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System .

Damages means	Monetary compensation capable of being awarded in civil proceedings but excluding: a) Aggravated, punitive and exemplary damages; b) Damages awarded for consequential loss; and c) Criminal fines and penalties
Disappearance means	The disappearance of an Insured Person for a period exceeding thirty-six (36) hours from the last confirmed contact with the Insured Person .
Employee means	Any person at the time of the Insured Event who is either: a) Acting under a contract of or for service; or b) Has an apprenticeship contract with You ; or c) Employed by or volunteers for You and is under Your direction and control.
Endorsement means	Changes to the Terms and Conditions or scope of this Policy agreed by You and Us that can add, delete or otherwise alter the cover provided by this Policy .
Electronic Property means	All computer hardware, software, websites, Computer Systems or electronic data owned, controlled or leased by You .
Express Kidnap means:	The illegal abduction against their will of an Insured Person for a period of less than forty-eight (48) hours by persons who demand the abducted Insured Person pay a Ransom in order to be released.

Extortion means:	<p>The making of illegal threats either directly or indirectly to You to:</p> <ul style="list-style-type: none">a) Kill, injure or abduct an Insured Person; orb) Cause physical damage to or loss of Property; orc) Disclose, disseminate or utilise Proprietary Information, including any personal, private or confidential information on or about You; ord) Commit a Product Extortion, <p>by persons who then demand a Ransom as a condition of not carrying out such threats or, in respect of Products Extortion, prior to providing further information about the affected Product. Extortion will not include any Cyber Extortion or any event involving Electronic Property.</p>
Hijack/Hijacked means	<p>The illegal holding under duress of an Insured Person, for a period of in excess of three (3) hours, whilst travelling by any form of transport or when forcibly removed from that form of transport.</p>
Hostage Crisis means	<p>The illegal holding of one or more Insured Person, for a period in excess of one (1) hour, by an Opposing Party who then demands that a set of specified terms are met as a condition to enable the release of an Insured Person. Such demands must be addressed to You.</p>
Informant means	<p>A person providing information not otherwise obtainable and solely in return for a monetary payment or reward by You.</p>
Insured Event means	<p>The events listed in Clause 2, Section A1.</p>

Insured Person means	<ul style="list-style-type: none"> a) any person named or specified in the Schedule. b) any person directly involved in the handling or negotiation of an Insured Event or employed by You during an Insured Event. c) a spouse, child (including step, adopted, in-law or fostered), parent (including step, adopted or in-law), domestic partner, sibling (including step or sibling-in-law), fiancé, fiancée of an individual falling within sub-clause a) above. d) any person visiting the home of, normally resident or employed in the home and/or grounds of a person named or specified in the Schedule and any person or any of Your customers while on Your Property, or while travelling with You. e) any person whilst under Your care, custody or control, for whom You have accepted responsibility.
Insured Loss/ Losses means	<p>only those losses listed at Clause 3, Section A1</p>
Kidnap/Kidnapped means	<p>The illegal actual taking, in the territory specified in the Schedule, and holding captive of an Insured Person(s) by persons who then demand a Ransom as a condition of the release of such captive(s) to be paid specifically from Your or an Insured Person's assets.</p>
Legal Costs means	<p>The following sums, costs and expenses but only if incurred with Our prior written authorisation:</p> <ul style="list-style-type: none"> a) Those sums that You become legally obligated to pay as Damages as a result of a judgment or settlement of a Suit; b) All reasonable, necessary, and customary expenses incurred by You in defence of such Suit; and c) All costs levied against You in a Suit.

Malicious Detention/ Maliciously Detained means	The holding under duress of an Insured Person for whatever reason, irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by others. If held by legal government authorities, the detention must be the result of malicious and false accusations against You or an Insured Person of a criminal offence, made solely and directly to achieve a political, propaganda, or coercive effect upon You or at Your expense or the Insured Person or the country in which You have Your headquarters or of which the Insured Person is a national.
Opposing Party means	A person who illegally holds or detains an Insured Person without an Insured Person's consent.
Policy Period means	The period of insurance as specified in the Schedule .
Permanent Partial means	Disablement of an Insured Person caused by the permanent and irrecoverable loss of a limb, loss of sight, loss of an extremity, loss of use of a sense or bodily function as determined by a licensed medical professional.
Permanent Total means	<p>Disablement 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) calendar months. At the end of such period, he or she should be certified by two (2) qualified medical professionals approved by Us as being beyond hope of improvement.</p> <p>If the Insured Person has no business or occupation, the disablement must confine him or her immediately and continuously to their place of home and disable him or her from attending to his or her normal employment or occupational duties.</p>
Personal Information means	Confidential, non-public information about You , Your health, relationships or activities the revelation of which could damage Your reputation, image or standing in the community.

Product means	Any products that are produced by You and/or represented as Your products and legally owned by You but excludes any Electronic Property .
Product Extortion means	The making of illegal threat to You or an Insured Person or the production of publicity that Your Products will be or have been contaminated, polluted or rendered substandard, by person who demands a Ransom from You , either; a) as a condition of not carrying out such a threat; or b) before providing further information about the affected Products.
Proprietary Information means	Any information which You maintain as trade secret and including but not limited to Your methods, processes, devices, and techniques particular to the conduct of Your business and any information that You hold under a duty of confidence.
Property means	Buildings (including fixtures, fittings, works of art and other contents), plant and equipment, fixed or mobile (including vessels, aircraft and vehicles), bloodstock, livestock and any other items of value owned or leased by You or for which You are legally liable. Property does not mean and shall not include Electronic Property .
Ransom means	A demand for cash and/or Your Products, monetary instruments, securities or services surrendered or to be surrendered by or on behalf of You arising out of or in connection with an Insured Event (as applicable).
Response Consultant means	Any person, company or firm named in the Schedule and approved by Us .
Schedule means	The document entitled Schedule which relates to and forms part of this Policy .
Suit means	Any notice before action, commencement of, or threat to initiate, legal action or mediation proceedings against You or the Insured Person in which Damages are alleged

Threat means	The direct or indirect communication to You by someone of their intent to kill, injure, harm or abduct You , or to cause physical damage to or loss of Your Property , or to reveal or damage Proprietary Information or to reveal Personal Information by a person or group of persons without a Ransom .
Virtual Kidnap means	The alleged abduction of an Insured Person within the territory specified in the Schedule by persons who demand a demand of Ransom specifically from the Your assets or those of an Insured Person .
We/Us/Our means	Hotspot Cover- Opportuna PCC Frank Risks PCC Inherent Risks Cell
You/Your means	Any person, company or firm named as the insured in the Schedule and/or any Insured Person .

SECTION E5 : EMERGENCY POLITICAL REPATRIATION AND/OR RELOCATION EXTENSION ENDORSEMENT

By way of endorsement to the **Policy**, **We** and **You** agree that this **Emergency Political Repatriation and/or Relocation Extension Endorsement** shall apply to the **Policy** to which it attaches

1. Emergency Political Repatriation and/or Relocation

We will indemnify **You** for only those **Insured Losses** incurred by **You** during the **Policy Period** as a direct result of an **Emergency Political Repatriation** and/or a **Relocation**, such **Insured Losses** as listed below in this **Extension**, being:

- a) Fees and expenses of the designated **Response Consultant** retained by **You** to assist with an **Emergency Political Repatriation** and/or a **Relocation**; and
- b) Additionally, only those **Relevant Expenses** listed below being:
 - i. Fees, costs and expenses incurred by **You** for travel to the nearest place of safety or to the country of which **You** are a national resident whilst the subject of an **Emergency Political Repatriation**; such transportation will be by economy fares unless unavailable, impractical or risk to **Your** life of such is that any other appropriate means of transport

- becomes essential;
- ii. Economy travel class fares on any licensed common carrier operating from a published timetable incurred by **You** for **Your Relocation** to the nearest place of safety or to the resident country; such transportation will be by economy fares unless unavailable, impractical or risk to **Your** life of such is that any other appropriate means of transport becomes essential;
- iii. The reasonable accommodation, food and beverage costs incurred by **You** whilst the subject of an **Emergency Political Repatriation** and/or **Relocation** for the maximum period of seven (7) days;
- iv. The costs of personal possessions left behind and irrevocably lost by **You** following an **Emergency Political Repatriation** and/or a **Relocation** up to the limit specified in the **Schedule**.
- v. 100% of the gross salary of an **Insured Person** who is the victim of an **Emergency Political Repatriation** and/ or **Relocation**. Gross salary shall include bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due at the time the Emergency Political Repatriation and/ or Relocation occurred for as long as the **Insured Person** is unable to return to work up to a maximum of one hundred and eighty (180) consecutive days following the **Emergency Political Repatriation** or until the date of the **Relocation** whichever occurs first;

The coverage provided by this Extension applies only to an **Emergency Political Repatriation** and/or **Relocation** that commences during the **Policy Period** and shall only apply once per the **Insured Person** per **Emergency Political Repatriation** or **Relocation**.

2. Exclusion

In respect of this Section E5) Extension only, the Exclusion section of the **Policy** (Section B2) is amended to include:

Any **Emergency Political Repatriation** and/or **Relocation** arising from or in connection with:

- a) Violation by **You** of the laws or regulations of the country in which **You** are a national.
- b) Your failure to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- c) A debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- d) Your failure of **You** to honour any contractual obligation or bond or to obey any conditions in a licence.
- f) Volcanic eruption or windstorm.
- g) Any loss due to medical reasons.

- h) any nuclear reaction, nuclear radiation or radioactive contamination.
- i) any of the following events occurring prior to the **Policy Period**:
 - i. Officials of the Resident Country issuing, for reasons other than medical, a recommendation that categories of person, including **You**, should leave the country in which **You** are temporarily resident, and/or the country in which **You** are travelling within; and or
 - ii. **You** being expelled or declared persona non grata on the written authority of the recognised government of the country in which **You** are a temporary resident; and/or
 - iii. The wholesale seizure, confiscation or expropriation of **Your Property**, plant and equipment; and/or
 - iv. Both **You** and the **Response Consultant** agreeing that for political and/or security related reasons **You** should leave the country.
- j) Excluded Country as specified in the **Schedule**

3. Section 5) Definitions

For the purposes of interpreting this Section E5) **Extension**, the following definitions are added to the Definitions section of the **Policy** (as seen in Section D4):

- a) **Emergency Political Repatriation** means both **Repatriation/Repatriated** necessitated by:
 - i. Officials of the **Resident Country** issuing, for reasons other than medical, a recommendation that categories of person which include **You** to leave the country in which that **You** are temporarily resident, and/or the country in which that **You** are travelling within; and/or
 - ii. **You** are expelled or declared persona non grata on the written authority of the recognised government of the country of which **You** are a temporary resident; and/or
 - iii. The wholesale seizure, confiscation or expropriation of **Your Property**, plant and equipment located in the country in which **You** are a temporary resident; and/or
 - iv. Both **You** and the **Response Consultant** agreeing that for political and/or security related reasons **You** should leave the country in which **You** are a temporary resident; and/or
 - v. A direct threat to the safety and/or security to **You** due to a material change in circumstances after the **You** have arrived in the country in which that **You** are temporarily resident or engaged in temporary travel.

- b) **Relocation** means
Your return to the country from which **You** have been **Repatriated** and in which **You** have been subject of an **Emergency Political Repatriation**.
- c) **Repatriation/ Repatriated** means
Your return to the country of which **You** are a national or are primarily resident, or in the event **Your** death, the return of **Your** remains, and **Repatriated** shall be interpreted accordingly.
- d) **Resident Country** means
Your country of which **You** are a national or primarily reside in.
- e) **Relevant Expenses** means
a loss incurred as a direct result or directly attributable to **Your** best endeavors to counter or mitigate the effect of an **Emergency Political Repatriation**.
- 4. **Limit of Liability**
Our sub **Limit of Liability** shall be as stated in the **Schedule**.