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## iNext Security Evacuation

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RE-DEFINING TRAVEL RISK MITIGATION

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# Enhanced Political and Natural Disaster Evacuation and Crisis Assistance Services provided by Drum Cussac for members of iNext Insurance Services

**Supplier:** Drum Cussac Group Limited

**Client:** iNext Insurance Services

**Contract Number (ENHANCED PLAN):** OP102578

## 1. Definitions and Interpretation

1.1 In this Agreement:

**“Active Assailant Attack”** means a malicious physical attack by a person or group of persons actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons which causes serious bodily injury or death to three or more persons (other than those committing the attack) physically present during the attack. The Supplier will pay the Trip Interruption Expenses to:

- a) remove the Insured Person from their current location; and/or
- b) return the Insured Person to their Home Country;

should the Entitled Person choose to interrupt their trip to the Host Country, following an Active Assailant Event.

**“Active Assailant Event means”**

- a) an Active Assailant Attack occurring within 1.5 miles of the accommodation in which the Entitled Person is booked at the time of the attack; or
- b) the Entitled Person being physically present during an Active Assailant Attack.

**“Agreement”** means this Agreement including any schedule or annexure to it.

**“Appropriate Authorities”** means officials or the embassy of an Entitled Person’s Home Country, and/or an appropriate Authority of the Entitled Person’s Host Country (and “Appropriate Authority” shall be construed accordingly).

**“Bodily Harm”** means physical injury to an Entitled Person caused solely and directly by violent means.

**“Business Day”** means a day other than a Saturday or Sunday or a bank or other public holiday in England or the United States.

**“Business Traveler”** means any individual who is traveling for a professional or leisure purpose and is employed by a company or academic institution.



**“Cancellation Event”** means:

- a) An Evacuation Advisory; and/or a level four (4) Travel Advisory by the U.S. State Department”
- b) An Entitled Person(s) being declared persona non grata on the written authority of the recognized government of the Host Country; and/or
- c) The Political and Military Events in the Host Country have created a situation in which the Entitled Person(s) would be in danger of Bodily Harm, (as determined by the Security Response Team in accordance with the Host Country and/or Home Country authorities), to the extent that the Entitled Person(s) should not travel to the Host Country; and/or
- d) A Natural Disaster; and/or
- e) An Active Assailant Attack or Terrorism which:
  - (a) occurs within 1.5 miles of the accommodation arranged and booked by the Entitled Person; and
  - (b) occurs within 30 days of the Entitled Persons scheduled arrival at the aforementioned accommodation

In respect of a Cancellation Event all definitions referring to the Host Country shall apply to any country the Entitled Person has planned to travel to.

**“Care Expenses”** means the reasonable and necessary:

- (a) rest and rehabilitation expenses of the Entitled Person, their partner and dependent children following a Crisis Response Covered Incident, incurred within 6 months of the end of the incident up to a maximum of USD 12,500 per Entitled Person per Covered Incident;
- (b) costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an Entitled Person solely and directly as a result of a Crisis Response Covered Incident up to a maximum of USD12,500 per Entitled Person;
- (c) costs of returning the Entitled Person to their Home Country following a Crisis Response Covered Incident up to a maximum of USD 12,500 per Entitled Person;
- (d) costs of independent psychiatric care for an Entitled Person following a Crisis Response Covered Incident up to a maximum of USD 12,500 per Entitled Person.

**“Client”** means any company, organization, association or other entity, and its members or participants’ Entitled Persons, which have been or could be issued Political & Natural Disaster Evacuation cover pursuant to the terms and conditions of this Agreement.

**“Confidential Information”** means:

- (a) all information relating to the business affairs, clients, contacts, suppliers, finances, pricing policies, budgets, operations, processes, strategies, trade secrets, know-how, correspondence and records of the parties;
- (b) all other information clearly and reasonably designated by either party as confidential; and



(c) the terms of this Agreement.

**“Consultants Costs”** means the reasonable and necessary fees and expenses of:

(a) the Security Response Team, an independent negotiator employed the Security Response Team and/or independent legal advice taken by the Security Response Team during a Crisis Response, for a period up to but not exceeding sixty consecutive days from the date the Covered Incident occurred; and

(b) the fees and expenses of security guards temporarily retained by the Security Response Team solely and directly for the purpose of protecting an Entitled Person for a period up to but not exceeding ten consecutive days from the date the Covered Incident occurred.

**“Covered Incidents”** subject to the terms, conditions and exclusions of this contract, the services apply to the Entitled Person(s) as stated in the Schedule attaching to and forming part of the contract (hereinafter referred to as the “Schedule”) against Covered Incidents stated below occurring during the **Term**:

(a) Political Evacuation

The Supplier will pay the Reasonable Expenses incurred in the Evacuation or the Hibernation of the Entitled Person(s) if the Entitled Person(s) require Emergency Political Evacuation.

(b) Natural Disaster Evacuation

The Supplier will pay the Reasonable Expenses incurred if the Entitled Person(s) require emergency Evacuation following a Natural Disaster, which makes their location Uninhabitable or due to an Impending Natural Disaster at the Entitled Persons location.

(c) Return of Deceased Remains

Subject to an event triggering a Covered Incident, the Supplier will pay the expenses incurred in the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person dies during a Covered Incident.

(d) Crisis Response

Subject to a Kidnap, Hijack, Disappearance, Wrongful Detention, Extortion, Violent Crime, Terrorism and/or Man-made Disaster, the Supplier will pay the Consultants Costs and Care Expenses incurred by the Supplier in providing a response during a Covered Incident.

**“Crisis Response”** subject to a Kidnap, Hijack, Disappearance, Wrongful Detention, Extortion, Violent Crime, Terrorism and/or Man-made Disaster, the Supplier will pay the Consultants costs and Care Expenses incurred by the Entitled Person(s) in providing a response during a Covered Incident.

**“Disappearance”** means the complete and unexpected loss of contact with an Entitled Person for a period in excess of forty-eight (48) hours.

**“Discretionary Services”** means evacuation obligations assumed by the Supplier that are not required to be provided under the terms and conditions of this Agreement for which the Supplier shall be compensated directly by the Client.

**“Entitled Persons”** mean Client members that are covered by the service for which the Fees have been paid.





**“Evacuation”** means the transportation of any Entitled Person from the Host Country to the nearest place of safety, and then to the Entitled Person’s Home Country as soon as reasonably practicable subject to Schedule 1 and the terms and conditions of this Agreement (and “Evacuate” and “Evacuated” shall be construed accordingly).

An Evacuation in which one or a group of more than one (1) Entitled Person(s) is evacuated shall be considered a single Evacuation.

The method of transportation will be as deemed most appropriate to ensure the Entitled Person’s safety. If Evacuation becomes impractical due to hostile or dangerous conditions, the Supplier will maintain contact with and advise the Entitled Person(s) and Client until Evacuation becomes viable or the political or social upheaval has resolved.

**“Evacuation Advisory”** means a formal recommendation issued by a Government Authority that categories of persons which include the Entitled Person(s) should leave the Host Country due to Political and Military Events.

**“Fees”** means the Fees, costs and expenses specified in Part III of this Agreement as may be amended from time to time in accordance with clause 3.

**“Extortion”** means the making of illegal threats, either directly or indirectly, to an Entitled Person to:

- (a) kill, injure, or abduct an Entitled Person;
- (b) pollute or cause physical damage or loss to Property owned or leased by the Entitled Person; or
- (c) disseminate, divulge or utilize any personal, private, or confidential data by persons who then demand a Ransom as a condition of not carrying out such threats.

**“Hibernation”** means remaining in the Host Country or in a place of safety chosen by the Security Response Team.

**“Hijack”** means the attempted or actual illegal holding under duress of an Entitled Person for a period in excess of three (3) hours while travelling in or on any aircraft, motor vehicle, railway train, or waterborne vessel or any other form of public or private transport.

**“Home Country”** For the purposes of defining an Evacuation return destination, Home Country shall be defined as:

- (a) The Entitled Person’s home country or country of permanent residence; or
- (b) Where the Program Sponsor that sponsored the Entitled Person’s travel is located; or
- (c) Back to the country in which the Entitled Person is traveling during the Program Sponsor sponsored travel, from the place of safety or in transit, if the Supplier deems appropriate; or
- (d) To another program location of the Program Sponsor.

For all other purposes under this agreement, Home Country shall be defined as:

- (a) The Entitled Person’s country of citizenship or country of permanent residence.

**“Host Country”** the Country in which the Entitled Person is visiting. The following US Territories and Possessions may be considered a Host Country: American Samoa, Guam, Marshall Islands,



Micronesia, Northern Mariana Islands, Palau, Puerto Rico, US Virgin Islands, Wake Island, Baker, Howland, Jarvis, and Midway Islands, Johnston (and Palmyra Atolls) and Kingman Reef, Navassa Island, and Swains Islands.

**“Impending Natural Disaster”** means the issuance by the local authorities of the Host Country, during the Initial Period of:

- (a) a tsunami warning, recommending that the public evacuate or move to high ground because a tsunami is expected within the next twelve hours; or
- (b) warning of Level 5 hurricane winds (of 130-150mph or above), recommending that the public evacuate or move to hurricane shelters.

**“Kidnap”** means any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away by force or fraud, of one or more Entitled Person for the purpose of demanding Ransom as a condition of release of the victim.

**“Location”** means Worldwide with no geographical exclusions, notwithstanding extant travel warnings issued by an **Appropriate Authority**.

**“Man-made Disaster”** means deliberate or negligent human actions directly and principle caused one or more identifiable disastrous events

**“Natural Disaster”** means an event of natural occurrence including but not limited to; earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, wind, windborne dust or sand, wildfire, that results in widespread and severe physical damage to property such that the government of the 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.

**“Political or Military Situation”** means war, civil war, civil unrest, rebellion, riot, military uprising or labor disturbances or strike leading to civil unrest strike, or a nuclear, biological, or chemical occurrence caused by terrorism.

**“Pre-emptive Evacuation”** Pre-emptive Evacuation is defined as a situation where:

- (a) the Client has decided to arrange the removal of Entitled Persons from a Host Country prior to an Emergency Political Evacuation being triggered and the Client has paid the Supplier according to Schedule 1 (2.) hereunder; and
- (b) within the period of ten (10) days from the date that the first Entitled Person(s) is removed under subsection (a) above, an Emergency Political or Military Situation Evacuation is subsequently triggered in that Host Country.

Then, in the event of a Pre-emptive Evacuation the Supplier agrees to reimburse the Client all expenses incurred by the Client for such Pre-emptive Evacuation (as referenced in Schedule 1), incurred as if an Emergency Political/Military Evacuation had been triggered at the time of the Supplier’s removal of Entitled Person(s) under subsection (a) above.

Any planned movements of Entitled Persons occurring within the period from the date that the first Entitled Person is removed at the Client’s request to the date that the Emergency Political/Military Evacuation is subsequently triggered, will not be eligible for reimbursement.



To avoid any confusion, for there to be any reimbursement of reasonable Evacuation Fees and costs to the Client, a Triggering Event must occur within a ten (10) day time period as described above under subsections (a) and (b).

**“Property”** means buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile (including vessels and aircraft), bloodstock and livestock owned or leased by an Entitled Person.

**“Ransom”** means cash and/or marketable securities, goods, or services surrendered or to be surrendered by or on behalf of an Entitled Person to meet a Kidnap or Extortion demand.

**“Reasonable Expenses”** shall be the costs incurred by the Supplier (or by an Entitled Person where the Supplier is liable to reimburse such costs) for:

- (a) travel at economy fares unless, unavailable, impractical or travel by other means is essential to avert imminent Bodily Harm or to comply with the time allowed to leave the Host Country pursuant to the orders of the recognized government of that Host Country;
- (b) accommodation and subsistence costs incurred during the Evacuation, for a maximum period of fourteen days, unless Evacuation from the Host Country has been impossible, or it is deemed by the Security Response Team that the Entitled Person(s) are safer in Hibernation, in which case the maximum period that costs will be paid is sixty days;
- (c) the provision of Services during the Covered Incident.

**“Return of Deceased Remains”** means the return of an Entitled Person to his or her Home Country in the event of their death as a result of Bodily Harm occurring as a result of Political or Military Events and/or a Natural Disaster. This will include immediate personal effects. It does not cover full relocation of belongings.

**“Run off Policy/Policies”** means any service levels agreed under this Agreement extant following the addition of Entitled Persons to the Schedule of Demographics, which run for a year’s Term or otherwise on behalf of that Entitled Person and are therefore in force at the Term or expiry of a notice to terminate this Agreement. For example, if a Client is added on 1 July 2015 their cover will extend for one year to 30 June 2016.

**“Safe Haven”** means a location where an Entitled Person is taken during an Evacuation, as an interim step to being transported to their Home Country, where he or she is protected from immediate harm or danger, and from where there is a reasonable expectation that commercial air transportation or other appropriate transportation will be available within ten (10) days of arrival to fully evacuate that Person to his or her Home Country or Country of Residence.

**“Sanctions”** the Supplier shall not be deemed to provide cover and the Supplier shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Supplier 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.

**“Security Response Team”** means Drum Cussac, who will provide Services following a Covered Incident.

**“Services”** mean the Services described in Schedule 1 that will be offered to the Client and Entitled Persons for a period up to but not exceeding sixty (60) consecutive days from the date a Triggering



Event occurs. All Entitled Persons herein described shall have automatic access to the Services whenever they are travelling, subject to the terms of this Agreement.

**“Start Date”** means the date specified as the Start Date on this Agreement.

**“Temporary Shelter and Return to Host Country”** means following an evacuation from the Host Country, where requested by the entitled person, drum will pay the costs of:

- a) temporary shelter (accommodation, subsistence and other related costs) in a place of safety for a maximum period of fourteen days, whilst a determination is made regarding the eventual continuity of the trip; and
- b) transportation, taking place within 30 days of the initial evacuation, if the Entitled Person(s) request to return to the country from which they were evacuated.

such return is only to apply where the Security Response Team deems that it is safe for the Entitled Person(s) to do so and that:

- a. any situation in which the Entitled Person(s) was in danger of imminent serious Bodily Harm has ceased; and/or
- b. the location in the Host Country is no longer Uninhabitable.

**“Term”** means the Duration of Agreement, as specified below the Start Date on this Agreement.

**“Terrorism”** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**“Triggering Event”** means, in relation to any Host Country, Evacuation being necessitated by:

- (a) formal recommendation issued by an Appropriate Authority that categories of persons including Entitled Person(s) should leave the Host Country due to the Political or Military Situation;
- (b) an Entitled Person being expelled or declared persona non grata on the written authority of the recognized government of the Host Country;
- (c) a Natural Disaster occurring within an Entitled Person’s Host Country (as determined by the Supplier in accordance with the Entitled Person’s Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country; or
- (d) the Political or Military Situation in the relevant Host Country is creating a situation in which an Entitled Person is in danger of imminent Bodily Harm (as determined by the Supplier in accordance with the Entitled Person’s Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country.
- (e) a formal notice issued by an Appropriate Authority or Host Country that an incident has occurred and been declared an act of terrorism and;
  - (i) directly affects an Entitled Person(s) that is within 1.5 miles of the accommodation arranged and booked by the Entitled Person(s) the supplier will pay all reasonable and necessary costs and expenses to assist the Entitled Person(s)



(ii) the Supplier warrants that the effects of the incident will directly affect the Entitled Person(s)

**“Trip Interruption Expenses”** means the costs incurred by the Supplier (or by an Entitled Person where the Supplier will reimburse such costs) for:

- a) travel at economy fares, unless unavailable, incurred in removing the Entitled Person from their location in the Host Country to an alternative location and/or to their Home Country;
- b) accommodation and subsistence costs, for a maximum period of seven days, prior to the Entitled Person’s return to their original location in the Host Country, to their Home Country or to another location planned to be visited on their trip;
- c) the provision of Services during the Covered Incident; and
- d) the reimbursement of all non-refundable deposits, advance payments and other charges paid, or contractually liable to be paid, for travel and accommodation for the Entitled Person during the trip.

**“Unanticipated Event”** means where the Supplier is not obliged to provide Services due to the conditions specified under clause 3.1 and following, and where requested by the Client, the Supplier may agree, at its sole discretion, to undertake those Services for an additional fee to be agreed between the parties pursuant to the Schedule.

**“Uninhabitable”** means the relevant Host Country is deemed unfit for residence, as determined by the Supplier in accordance with and based upon the authorities of an Entitled Person’s Home Country or Host Country, due to a lack of habitable shelter, food, heat and/or drinking water and no suitable accessible alternative housing being available within ten (10) miles of the Entitled Person’s location.

**“Violent Crime”** means a physical attack upon an Entitled Person by a person who is armed with a Weapon and results in Bodily Harm to the Entitled Person.

**“Visit”** means a Visit undertaken by an Entitled Person not exceeding twelve (12) months in duration (unless otherwise agreed by the Supplier) to a Host Country outside their Home Country (and “Visiting” shall be construed accordingly).

**“Weapon”** means an instrument or explosive device that is used by the perpetrator to injure, kill or incapacitate a person.

**“Wrongful Detention”** means the holding under duress of an Entitled Person for a period in excess of six (6) hours for whatever reason and whether by authorities legally constituted in the place of custody or by others.

1.2 The following principles of interpretation apply to this Agreement:

1.2.1 References to a clause or schedule are references to a clause or schedule of this Agreement.

1.2.2 References to any gender include all other genders and references to the singular include the plural and vice versa.

1.2.3 References to persons include bodies corporate or unincorporated as well as individuals.



- 1.2.4 References to a person include that person's successors and permitted assigns.
- 1.2.5 Clause headings are included for the convenience of the parties only and do not affect the interpretation of this Agreement.

## **2. Scope of the Services (Limitations, Exclusions, Provisions)**

- 2.1 The parties acknowledge that the Supplier's obligation is at all times to use its best endeavors to provide the Services. The Supplier shall not be obliged to carry out Services where the Supplier reasonably considers that it will not be able to complete its provision of the Services within sixty (60) days of the Triggering Event.
- 2.2 The Supplier shall not be obliged to provide the Services where it is not able to assist the Entitled Person without breaching any applicable law or regulation or where assisting the Entitled Person would expose the Supplier 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.
- 2.3 The Supplier shall not be obliged to provide the Services where:
  - 2.3.1 the Triggering Event results from a debt insolvency, commercial failure, the repossession of any property by any title holder or lien holder, or any other financial cause (whether affecting the Client or Entitled Person);
  - 2.3.2 for Political and Natural Disasters the Entitled Person is located in their Home Country or Country of Permanent Residence. However, notwithstanding this Services' limitation and Entitled Person shall be offered evacuation services to their Home Country as defined herein and at their option and cost;
  - 2.3.3 they relate to a Visit where the relevant Triggering Event has taken place or is reasonably likely to take place prior to the Start Date of that Visit, unless the Evacuation Advisory has been withdrawn and any Triggering Event in the Host Country has ceased for a period of 14 days or more so that the situation under which the Entitled Person would be in danger of imminent serious Bodily Harm has ceased, or the location in the Host Country is no longer Uninhabitable;
  - 2.3.4 that Triggering Event preceded the Entitled Person's arrival in the Host Country by more than eighteen (18) hours. For clarity, this subsection is pertinent to an individual who is already in route to a Host Country;
  - 2.3.5 the Client or the relevant Entitled Person(s) has not complied with the obligations described in clause 4 and the conditions described in clause 5;
  - 2.3.6 an Entitled Person's Home Country intervenes and provides for Evacuation of that Entitled Person;
  - 2.3.7 the Triggering Event results from an actual or alleged violation of the laws of the Host Country by the Entitled Person, unless the Supplier determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the Entitled Person;
  - 2.3.8 Supplier is inhibited in its ability to provide the Services due to the Political or Military Situation, nuclear accident, interference by authorities or for any other reason without





placing its employees or agents in a circumstance that may result in serious Bodily Harm or in the Supplier breaching any law or regulation; or

2.3.9 where requested by the Client, the Supplier may, at its sole discretion, agree to provide Discretionary Services for an additional fee(s) to be agreed between the parties (each as "Discretionary Services").

2.4 The Supplier shall not cover any Services or be responsible for any costs or expenses arising from an event, attributable to or in connection with:

- (a) any expenses not related or incidental to a Covered Incident.
- (b) death unless incurred because of a Covered Incident.
- (c) any medical expenses incurred by an Entitled Person(s).
- (d) an Entitled Person(s) being expelled or declared persona non grata due to:
  - (i) the commercial failure, debt, insolvency, or the repossession of any property by a title holder or any other financial default by an Entitled Person(s), the Entitled Person(s) employer or the Client;
  - (ii) the failure of an Entitled Person(s) to honor any contractual obligation or any condition of a license;
  - (iii) the failure of a Entitled Person(s) to properly procure or maintain work, immigration, residence or similar visas, permits or other documentation;
  - (iv) any alleged violation by an Entitled Person(s) of the laws or regulations of the Host Country, unless the Security Response Team determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the Entitled Person.
- (e) material travel and accommodation arrangements and Services that were neither coordinated nor approved by the Security Response Team in advance.
- (f) any event occurring in a country not listed under Territory in the schedule attached to this contract.
- (g) nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled or resulting from any act or condition incident to any of the foregoing, other than where directly caused by an act of terrorism or a Natural Disaster.
- (h) any Kidnap of an Entitled Person in their permanent country of residence.
- (i) any Kidnap of an Entitled Person by a family member or as a result of a domestic dispute.
- (j) in respect of Kidnap, Extortion, Hijack, Wrongful Detention, a fraudulent or criminal act of:
  - (i) the Client;
  - (ii) a director, officer, employee, or agent of the Client; or
  - (iii) an Entitled Person or agent thereof;



whether acting alone or in collusion with others.

- (k) in respect of Wrongful Detention only:
  - (i) any act or alleged act of an Entitled Person which would be a criminal offence if committed by the same party in the jurisdiction where the Entitled Person is a national or permanent resident, unless the Supplier determines that such allegations were intentionally false, fraudulent, and malicious and made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of the Entitled Person or the victim of a Wrongful Detention; or
  - (ii) failure of an Entitled Person properly to procure or maintain immigration, work, residence, or similar visas, permits, or other documentation.
- (l) In respect of Disappearance only:
  - (i) the voluntary Disappearance of an Entitled Person of his or her own free will;
  - (ii) the Disappearance of an Entitled Person during or within twenty-four (24) hours of a storm (wind, rain, snow, sleet, hail, lightning, dust, or sand), earthquake, flood, tsunami, volcanic eruption, wildfire, or other similar natural disaster that results in severe and widespread damage and that causes the area in which the Entitled Person was last located to be declared unsafe or a disaster area by the local government and deemed to be uninhabitable or dangerous; or
  - (iii) the Disappearance of an Entitled Person while engaged in transit by air or sea.
- (m) In respect of an Active Assailant Event only:
  - (i) travel, accommodation and subsistence costs incurred more than 10 days after the Active Assailant Attack;
  - (ii) any claim arising more than 3 days after the Active Assailant Attack unless further acts have been committed during this period.
- (n) In respect of a Cancellation Event only:
  - (i) any amounts where the Supplier or Entitled Person is legally entitled to be indemnified from any other source or where the trip can be re-booked for a later date;
  - (ii) the conditions leading to the Entitled Person's trip being cancelled were in existence prior to the Entitled Person booking their trip or where such conditions were reasonably foreseeable prior to the Entitled Person booking the trip.

### **3. Fees (all in US\$)**

3.1 The Supplier shall not be obliged to provide the Services where:

- 3.1.1 the cost to the Supplier of assisting and Entitled Person for Political and or Natural Disaster would exceed \$100,000;



- 3.1.2 the cost to the Supplier of assisting an Entitled Person for Crisis Response would exceed \$250,000;
- 3.1.3 the cost to the Supplier of assisting an Entitled Person, together with the aggregate cost to the Supplier of meeting its other obligations under this Agreement in relation to the relevant Triggering Event, would exceed \$2,000,000;
- 3.1.4 the cost to the Supplier of the Return of Deceased Remains would exceed \$10,000; or
- 3.1.5 the cost to the Supplier of assisting the Entitled Person, together with the aggregate cost to the Supplier of meeting its other obligations under this Agreement, would exceed an aggregate amount of \$10,000,000 in the preceding twelve (12) month period, (each, an "Unanticipated Event").
- 3.1.6 Temporary Shelter and Return to Host Country
  - a) USD 200 per Entitled Person per day up to 14 days
  - b) USD 1,000 per Entitled Person per Policy Period
- 3.1.7 Pre-Trip Cancellation USD \$5,000 per person per trip
- 3.1.8 Active Assailant Event USD \$5,000 per person per annum
  - sub-limited to USD \$250 per person per day in respect of accommodation and subsistence costs
- 3.2 Where the Supplier is not obliged to provide Services due to any Unanticipated Event and where requested by the Client, the Supplier may agree, at its sole discretion, to undertake those Services for an additional fee to be agreed between the parties.

#### **4. Obligations of the Client**

- 4.1 The Client shall comply and shall ensure that each Entitled Person complies with the following:
  - 4.1.1 The Client must advise the Supplier immediately, or as soon as reasonably possible thereafter of any situation of which it has knowledge that may give rise to a Triggering Event affecting an Entitled Person. If the Supplier is not contacted in accordance with this clause 4.1.1, the Supplier's obligation to assist the Entitled Person will cease;
  - 4.1.2 the Client and Entitled Person must provide the Supplier with all assistance and information requested in a timely manner;
  - 4.1.3 the Client and the Entitled Person must follow the Supplier's professional advice at all times. Any losses incurred or increased value of costs incurred by the Entitled Person by failing to follow the advice of the Supplier may not be recoverable by the Client;
  - 4.1.4 where an Entitled Person is entitled to any refund on unused tickets or returnable deposits or advanced payments (a "Refund"), the Client must pay that Refund to the Supplier or ensure that the Entitled Person pays that Refund to the Supplier;
  - 4.1.5 the Client and Entitled Person shall take all reasonable and necessary steps to ensure that the existence and content of this Agreement is treated as Confidential Information;



- 4.1.6 once the Supplier has been notified by the Client of a Triggering Event, the Client and Entitled Person must follow the Supplier's instructions and shall not make or attempt to make any material arrangements regarding Evacuation or otherwise without the Supplier's agreement;
- 4.1.7 the Client and Entitled Person must not take part in any political activity or operations of any security or armed forces unless notified to and agreed to in writing by the Supplier;
- 4.1.8 the Entitled Person must maintain and possess duly authorized and issued required immigration, work, residence or similar visas or permits or other relevant documentation for each country where the Entitled Person is on a Visit;
- 4.1.9 any Entitled Persons travelling to Cuba, that are subject to U.S. jurisdiction, must fall within the general licenses within the 12 categories of authorized travel for the travel-related transactions, to, from or within Cuba, that have been issued by OFAC. This restriction will automatically become null and void when travel between the US and Cuba becomes unrestricted affecting business travel; and
- 4.1.10 once the Supplier has been notified by the Client of a Triggering Event and the Supplier starts to make material arrangements regarding the Evacuation, the Client is under an obligation to accept the Evacuation arrangements at that time, or as reasonably practicable thereafter, but under no circumstance to exceed five (5) days from the Triggering Event. If this contingency is not met, then the Supplier is under no obligation to Evacuate the Entitled Person under the terms of this Agreement but may do so as a Discretionary Service as defined herein:
  - (a) For the avoidance of doubt, if the Client or Entitled Person rejects the offer of Evacuation at the time that the Supplier offers the Evacuation, or as reasonable thereafter as defined above, then they waive their rights to be Evacuated under the terms of this Agreement as a covered event but may subsequently arrange to be Evacuated as a Discretionary Service if the Supplier is able to assist.

In conjunction with the above, if the Supplier reasonably feels it is not obligated to provide Services based upon any contingency under this Agreement and the Client reasonably feels otherwise, the Supplier agrees to diligently work with that Client and Entitled Person(s) to rectify the disagreement to the best of its ability, so as to not cause any financial harm to the Client.

- 4.2 The Client acknowledges that the Supplier shall not be obliged to provide any Services arising from an event attributable to or in connection with any breach of the obligations set out in clause 4.

## **5. Conditions**

- 5.1 Neither the Client nor the Supplier may assign its rights or benefits under this Agreement. The Supplier 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 Agreement.
- 5.2 If the Client or an Entitled Person behaves fraudulently or makes any misrepresentation to, or fails to disclose a material fact to the Supplier, the Supplier shall not be obliged to perform the Services.



## 6. Limitation of Liability

The Supplier shall:

- 6.1 use reasonable industry standard care and skill in the provision of the Services; and
  - 6.1.1 use reasonable industry endeavors to ensure the accuracy of the information and advice provided as part of the Services.
- 6.2 Except as expressly provided in this Agreement, all warranties, representations and other terms relating to Services are excluded to the fullest extent permitted by law.
- 6.3 Each party accepts unlimited liability for only its own acts or activity in respect of death and personal injury resulting from negligence, fraud and any other liability, which by law cannot be excluded or limited.
- 6.4 Subject to clause 6.3, the Supplier's liability to the Client under, or in connection with this Agreement, whether arising in contract, tort (including negligence), misrepresentation, breach of duty or otherwise, in any one (1) year of this Agreement shall be limited to an amount not to exceed two (2) million dollars (\$2,000,000).
- 6.5 The relationship between the Supplier and the Client is that of independent contractors and neither shall be considered to be an employee, agent, or representative of the other for any purpose. It is understood and agreed that the Client shall not be liable for the actions or inactions of the Supplier arising out of or in any way connected with the Services provided.
- 6.6 Subject to clause 6.3, neither party shall be liable to the other for:
  - (a) any economic losses or damages including without limitation loss of profit, business, agreements, goodwill, revenues or anticipated savings; or
  - (b) any special, indirect, consequential or incidental losses or damages.
- 6.7 Subject to clause 6.3, the Supplier shall not be liable to the Client in respect of any loss or damage unless of such loss or damage is received by the Supplier within three (3) months from the earliest discovery by any Entitled Person or the Client of such loss or damage or within three (3) months of the earliest time when any such Entitled Person ought reasonably to have discovered such loss or damage, whichever is the earlier.



## Schedule of Services

1. Subject to clause 2, where a Triggering Event occurs in a Host Country, the Supplier will at all times and subject to the terms of this Agreement, use best endeavors and subject to the terms and conditions of this Agreement, arrange the Evacuation and repatriation, including the accommodation, transportation and food of each Entitled Person affected by the Triggering Event who is on a Visit at the time of the Triggering Event as follows:
  - 1.1 Political or Military Situation Evacuation

The Supplier will use best endeavors, subject to the terms and conditions of this Agreement, to arrange for Evacuation of Entitled Person(s) where a Political or Military Situation Triggering Event occurs in any Entitled Person's Host Country. The Supplier shall arrange, at its cost, for the Entitled Person's transportation to the nearest safe location, then to the Entitled Person's Home Country.
  - 1.2 Natural Disaster Evacuation

The Supplier will use best endeavors to arrange for Evacuation of Entitled Person(s) where a Natural Disaster Triggering Event occurs in any Entitled Person's Host Country. The Supplier will arrange for the Entitled Person's Evacuation from a safe departure point to the nearest safe location, then to the Entitled Person's Home Country. The Entitled Person or Client must contact the Supplier within ten (10) days from the date the Entitled Person's Host Country and/or an Appropriate Authority issues the official disaster declaration.
  - 1.3 Return of Deceased Remains

Subject to an event as per clauses 1.1 or 1.2 above, resulting from a Triggering Event, the Supplier will use all reasonable endeavors to arrange for the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person(s) dies during a Triggering Event.
  - 1.4 Crisis Assistance subject to a Kidnap, Hijack, Disappearance, Wrongful Detention, Extortion, Violent Crime, Terrorism and/or Man-made Disaster, the Supplier will pay the Consultants costs and Care Expenses incurred by the Entitled Person(s) in providing a response during a Covered Incident.
  - 1.5 For the avoidance of doubt, the Services shall apply only for circumstances that arise from a Triggering Event(s) that takes place in a Host Country:
    - 1.5.1 If an Entitled Person requires Evacuation following a Triggering Event, the Supplier shall provide up to fourteen (14) days' lodging in reasonable accommodation and food where an Entitled Person is delayed at a safe departure point pending Evacuation. The Supplier shall also provide air travel of a reasonable standard to return the Entitled Person to his/her Home Country following a Natural Disaster or Political/Military Evacuation. In this context, 'reasonable expenses' means having regard to both the needs of the Entitled Person and the Supplier's requirement to manage its costs of providing the Services. For the avoidance of doubt, it shall always be reasonable for the Supplier to determine that accommodation and air travel cost is not reasonable where the combined cost of both arranged for the same Entitled Person exceeds USD \$15,000. Any such determination of the Supplier shall be final and binding on the parties (this shall also include Reasonable Expenses).
    - 1.5.2 If the Entitled Person(s) is able to leave their Host Country by normal means, the Supplier will assist at its cost the Entitled Person in rebooking flights or other transportation. Arranging non-emergency transportation is the Entitled Person's responsibility.





2. Where no “Triggering Event”, as defined under clause 1.1 of this Agreement, has occurred necessitating an Evacuation, however evacuation Services are nonetheless requested by the Client (Discretionary Services), or where the Supplier agrees to provide Services to the Client, Services relating to an “Unanticipated Event”, the Client shall be solely responsible to directly contract with the Supplier and compensate the Supplier for any such Services provided prior to their provision or as otherwise agreed between the Supplier and the Client.
3. Supplier shall prepare the necessary paperwork to be submitted to the Client for its authorization to perform the requested Services at a specified cost and according to any other applicable terms and conditions between Supplier and Client.
4. The Parties hereto therefore acknowledge that Client has absolutely no responsibility or liability of any kind or manner to Supplier for payment of any Services above referenced requested by and provided to the Client. Any such liability or responsibility shall always remain the sole obligation of the Supplier.



Indemnified Service	Drum Cussac Standard	Drum Cussac Enhanced
BENEFIT	MAXIMUM BENEFIT	MAXIMUM BENEFIT
<b>POLITICAL OR NATURAL DISASTER EVACUATION</b>	\$100,000 per person	\$100,000 per person
	2,000,000 Limit per Insured Event	2,000,000 Limit per Insured Event
	\$10,000,000 Aggregate	\$10,000,000 Aggregate
<b>HIBERNATION COST</b>	60 days max- No sub limits	60 days max- No sub limits
	Note: Accommodation and subsistence costs incurred during the Evacuation, for a maximum period of fourteen days, unless Evacuation from the Host Country has been impossible, or it is deemed by the Security Response Team that the Entitled Person(s) are safer in Hibernation, in which case the maximum period that costs will be paid is sixty days;	Note: Accommodation and subsistence costs incurred during the Evacuation, for a maximum period of fourteen days, unless Evacuation from the Host Country has been impossible, or it is deemed by the Security Response Team that the Entitled Person(s) are safer in Hibernation, in which case the maximum period that costs will be paid is sixty days;
<b>EXPENSES</b>	14 days; No sub limits	14 days; No sub limits
Care, accommodations, transportation, food, & other reasonable & necessary expenses	(a) rest and rehabilitation expenses of the Entitled Person, their partner and dependent children following a Crisis Response Covered Incident, incurred within 6 months of the end of the incident up to a maximum of USD 12,500 per Entitled Person per Covered Incident; (b) costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an Entitled Person solely and directly as a result of a Crisis Response Covered Incident up to a maximum of USD12,500 per Entitled Person; (c) costs of returning the Entitled Person to their Home Country following a Crisis Response Covered Incident up to a maximum of USD 12,500 per Entitled Person; (d) costs of independent psychiatric care for an Entitled Person following a Crisis Response Covered	(a) rest and rehabilitation expenses of the Entitled Person, their partner and dependent children following a Crisis Response Covered Incident, incurred within 6 months of the end of the incident up to a maximum of USD 12,500 per Entitled Person per Covered Incident; (b) costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an Entitled Person solely and directly as a result of a Crisis Response Covered Incident up to a maximum of USD12,500 per Entitled Person; (c) costs of returning the Entitled Person to their Home Country following a Crisis Response Covered Incident up to a maximum of USD 12,500 per Entitled Person; (d) costs of independent psychiatric care for an Entitled Person following a Crisis Response Covered Incident up to a



	Incident up to a maximum of USD 12,500 per Entitled Person.	maximum of USD 12,500 per Entitled Person.
KIDNAP CONSULTANCY FEES (No Ransom \$\$)	\$250,000 per person per Policy period (Also includes Hijack and Wrongful Detention) <b>Kidnap</b> ” means any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away by force or fraud, of one or more Entitled Person for the purpose of demanding Ransom as a condition of release of the victim. “	\$250,000 per person per Program period (Also includes Hijack and Wrongful Detention) <b>Kidnap</b> ” means any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away by force or fraud, of one or more Entitled Person for the purpose of demanding Ransom as a condition of release of the victim. “
Return of deceased remains	Up to \$10,000 Subject to an event triggering a Covered Incident, the Supplier will pay the expenses incurred in the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person dies during a Covered Incident.	Up to \$10,000 Subject to an event triggering a Covered Incident, the Supplier will pay the expenses incurred in the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person dies during a Covered Incident.
<b>ADDITIONAL COVERAGES</b>		
Pre-emptive Evacuation Option	Not Covered	Included
Temporary Shelter & Return to Host Country	Not Covered	Following eligible evacuation from host country provides: a) temporary shelter up to \$200/day up to 14 days; b) transportation back to host country or home if host country uninhabitable up to \$1,000 per policy year
Active Assailant	Not Covered	\$5,000 per person per year benefit with a sub-limit of \$250/day
Trip Interruption due to terrorism	Not Covered	Covered \$5,000 per person per annum
Pre-Trip Cancellation due to terrorism	Not Covered	Covered \$5,000 per person per trip
Hijack*	\$250,000 per person per Program period	\$250,000 per person per Program period
Disappearance*	Not Covered	\$250,000 per person per Program period



Wrongful Detention*	\$250,000 per person per Program period	\$250,000 per person per Program period
Extortion*	Not Covered	\$250,000 per person per Program period
Violent Crime*	Not Covered	\$250,000 per person per Program period
Man-made Disaster*	Not Covered	\$250,000 per person per Program period
Terrorism*	Not Covered	\$250,000 per person per Program period

\*\$250,000 maximum Crisis Response Consultants Cost benefit includes the following Care Expenses after a covered event Crisis Response should they be required:

- Rest and Rehabilitation expenses up to a maximum of USD 12,500 incurred within 6 months of the end of the incident.
- Costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement up to a maximum of USD 12,500
- Costs of returning the Entitled Person to their Home Country up to a maximum of USD 12,500
- Costs of independent psychiatric care up to a maximum of USD 12,500