

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTINATIONAL KIDNAP AND RANSOM – LOSS OF EARNINGS

This endorsement modifies insurance provided under the following:

MULTINATIONAL KIDNAP AND RANSOM COVERAGE FORM

A. The following Loss of Earnings Coverage is added to **Section I – Coverage:**

Loss of Earnings

We will indemnify you for “loss of earnings” directly resulting from the closure of all or part of your premises, for a maximum of 30 days, provided the closure exceeds the 24-hour franchise period, and resulting directly from an “insured event” that takes place in the “coverage territory” during the policy period.

B. The following is added to **Section II – Exclusions:**

This insurance does not apply to any “loss of earnings” arising out of:

1. Any loss sustained after the reopening of your premises or more than the 30 day indemnity period, whichever occurs first, whether attributable to loss of market share or otherwise; or
2. Any closure of all or part of your premises for a period of less than the 24-hour franchise period. But if the closure continues after the 24-hour franchise period, we will indemnify you for “loss of earnings” from the date your premises were first closed.

C. **Sections III – Limits of Insurance** is amended by the addition of the following for the Loss of “Earnings” coverage:

Loss of Earnings

1. The Loss of Earnings Limit – Per Insured Event shown in the Declaration is the most we will reimburse you for all “loss of earnings” resulting from any one “insured event”.
2. The Loss of Earnings Limit – Annual Aggregate is the most we will reimburse you for all “loss of earnings” during the policy period.

D. The following is added to **Section IV – Conditions:**

Loss of Earnings Conditions

You must make any claim for “loss of earnings” as soon as practicable, including a computation of loss, prepared by a professional accounting firm using standard accountancy procedures, that sets out in detail how the loss has been calculated and what assumptions have been made. You must produce any documentary evidence, books, bills, invoices and other vouchers, and copies of the same, that the “investigating accountant” may require, and cooperate with the “investigating accountant” in the investigation, including providing reasonable access to your premises.

The “investigating accountant” will determine the amount of the “loss of earnings” determined by projection of “loss of earnings” for the affected operations for the same calendar period during the preceding two years, and taking into account any savings or recoveries, or offsetting of losses, that have been made or that you could reasonably have been expected to make and your ability to resume operations.

E. Solely with respect to Loss of Earnings Coverage, the following replaces the definition of “insured event” in **Section V – Definitions:**

“Insured event” means “extortion” or “contingent extortion”, or a series of such acts, that first occurs during the “policy period”. If any “insured event” is carried out in furtherance one of another “insured event”, all such “insured events” will be deemed a single “insured event.”

F. The following definitions are added to **Section V – Definitions:**

“Contingent extortion” means the making of illegal threats to damage property contiguous to your premises that results in the closure of all or part of your premises because of an order from a civil authority to cease, wholly or in part, your business activities.

“Investigating accountant” means the professional accounting firm agreed upon by you and the “designated vendor”.

“Loss of earnings” means the net profits plus payroll expenses, taxes, interest, rents and other operating expenses unavoidably incurred by you, including fees and expenses of the “designated vendor” and “investigating accountant”.