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CRISIS RESPONSE
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INTRODUCTION

This is a service contract that has been entered into by or on behalf of the **Protected Person**, whereby the **Protected Person** has applied to the **Plan Administrator** for access to the **Crisis Response Services**. This Certificate, together with the Schedule, the **Application** and the Declaration made during the **Application** process, form a contract between the **Consultant Service Provider** and the **Protected Person**.

In return for payment of the **Access Fee** the **Protected Person** has been granted access to the **Crisis Response Services** by the **Plan Administrator** for the **Contract Period**.

This Certificate is evidence of **the Protected Person's** entitlement to access the **Crisis Response Services**.

IMPORTANT INFORMATION

- Please read this Certificate and ensure that it is correct. If it is incorrect please contact the **Plan Administrator**
- In this Certificate words and phrases that appear in bold type have the special meaning as defined in the section headed DEFINITIONS.
- **Crisis Response Services** will be provided by the **Consultant Service Provider** or by specialists appointed by them or by their Insurers. The **Consultant Service Provider** has purchased an Insurance Policy with Griffin Underwriting Limited, covering **Consultants Costs** and **Extra Expenses** incurred in managing a potential, actual or threatened **Crisis**.
- The Policy, purchased by the **Consultant Service Provider** is for the benefit of the **Consultant Service Provider** only and whilst the **Protected Person** has no rights under this Policy, the benefits will be used to provide the **Protected Person** with the **Crisis Response Services** detailed in this Certificate.
- The level of cover purchased by the **Consultant Service Provider** is considered sufficient by themselves and Griffin Underwriting Limited to cover **Consultants Costs** and **Extra Expenses** incurred during the **Crisis Coverage Period**, based on their considerable experience in this field.
- In the unlikely event that the actual cost of providing **Crisis Assistance Services** exceeds the coverage limits under the insurance policy the **Consultant Service Provider** will make every effort to reach agreement with the **Protected Person** on how to fund the additional costs. Under no circumstances will the **Consultant Service Provider** withdraw services whilst a **Protected Person** is in a life threatening situation.

If the **Protected Person** falsely or fraudulently accesses the **Crisis Response Services** this Contract shall become void and the **Protected Person** shall be liable to repay all costs fees and expenses incurred by the **Consultant Service Provider** in providing the **Crisis Response Services**.

ACCESSING CRISIS RESPONSE SERVICES

SHOULD A COVERED CRISIS OCCUR OR IF ONE IS BELIEVED TO HAVE OCCURRED PLEASE CONTACT THE 24-HOUR EMERGENCY CRISIS LINE ON THE FOLLOWING TELEPHONE NUMBER:

+356 277 80016

For emergencies only

For sales
or questions
please call 866-636-9100

DEFINITIONS

In this Certificate words and phrases that appear in bold type and start with a capital letter have the following special meanings:

Access Fee means the Access Fee stated in the Certificate Schedule, payment of which entitles the **Protected Person** to access the **Crisis Response Services**.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Blackmail and Extortion means the making of illegal threats specifically to a **Protected Person** to:

1. kill, injure or abduct a **Protected Person(s)**; or
2. damage Property; or
3. disseminate, divulge or use Trade Secrets;

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

Consultant Costs means the fees and costs of the **Consultant Service Provider** reasonably and necessarily incurred within the **Crisis Coverage Period**, directly and solely as the result of their management of a potential, actual or threatened **Crisis**.

Consultant Service Provider means MS Risk, Ragnall House, South Suite, 18 Peel Road, Douglas. IM1 4LZ Isle of Man.

Contract Period means the period of time from the Start Date to the End Date specified in the Certificate Schedule.

Country of Travel means the Country of Travel stated in the Certificate Schedule.

Covered Crisis means:

1. **Wrongful Detention** or **Kidnapping**
2. **Blackmail** and **Extortion**
3. **Political Threat**
4. **Disappearance**
5. **Hijack**
6. **Act of Terrorism** which directly affects a **Protected Person's** safety (subject to **Crisis Coverage period** sub-limit stated in the Certificate Schedule).
7. **Violent Crime**

Crisis means any decisive, unstable or crucial time resulting from an unforeseen **Covered Crisis** which has directly caused or has the potential to cause serious bodily harm, detention or death of a **Protected Person**. Any Crisis or Crises arising out of or based upon, or attributed to related, continuous or repeated **Covered Crises** shall be considered to be a single Crisis for the purposes of this Certificate.

Crisis Response Services means the assistance services provided by the **Consultant Service Provider** in the event of a **Crisis**, the level and nature of which will be determined by the **Consultant Service Provider** dependent on the individual circumstances and can include (but are not limited to):

1. 24/7 point of contact to report emergencies and get security and safety advice from duty managers;
2. Coordination of security resources;
3. Liaison with 3rd parties where applicable;
4. Monitoring and telephone advice throughout the **Crisis** ;
5. Mobilisation and deployment of response consultants to advise on extreme incidents.

Crisis Coverage Period means the period of time set forth in the Certificate Schedule, commencing when the **Crisis** is first reported to the 24-Hour Emergency Crisis Line.

Disappearance means the complete and unexpected loss of contact with the **Protected Person** during a **Contract Period** for a period in excess of 48 hours.

Extra Expenses means the additional costs reasonably and necessarily incurred within the **Crisis Coverage Period** by the **Consultant Service Provider** on behalf of the **Protected Person** (or by a **Protected Person** acting upon the direct instructions of the **Consultant Service Provider**) directly and solely as a result of a **Covered Crisis**. This is limited to the amount specified stated in the Certificate Schedule. Items recoverable under this agreement will be determined solely at the discretion of the **Consultant Service Provider** dependent on the nature of the **Crisis** and can include (but are not limited to):

1. Emergency political evacuation Costs;
2. Legal expenses;
3. Fees and expenses of an independent interpreter;
4. Costs of relocation travel and accommodation;
5. Fees for emergency medical care incurred within twelve months of the **Covered Crisis** and
6. Fees and expenses of security guards temporarily retained solely and directly for the purpose of protecting **Protected Person(s)** located in the country where a **Crisis** has occurred.

Hijack means the unlawful seizure of or wrongful taking control of an aircraft, ship, train or other vehicle in which a **Protected Person** is travelling and holding under duress for a period in excess of six hours.

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more **Protected Person(s)** by any third party for the purpose of demanding a **Ransom**.

Limit of Liability means the amount set forth in the Certificate Schedule.

Period of Travel means from when during the **Contract Period** the **Protected Person**, leaves his

or her home or place of business for the **Country of Travel** until the **Protected Person** returns to his or her home or place of business from the **Country of Travel**, or the end of the **Contract Period** - whichever the earlier, from door to door.

Permanent Country of Residence shall mean that country in which the **Protected Person** has his/her principal place of residence and in which country the **Protected Person** has been resident in for at least 6 of the 12 months prior to commencement of travel.

Plan Administrator means Tangiers Global Ltd, St Clare House, 30-33 Minories, London EC3N 1PE.

Political Threat means political and/or military events which have created a situation in which the **Protected Person** is in danger of or has incurred serious bodily harm.

Protected Person means the person named in the Certificate Schedule.

Ransom means money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property.

Relative means spouse or common law 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).

USD means United States Dollar

Violent Crime means any act or threat of violence to a **Protected Person** which causes or is likely to cause death or serious bodily injury.

Wrongful Detention means the involuntary confinement of a **Protected Person** by any person(s) acting as agents of or with the tacit approval of any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organisation or group.

CRISIS RESPONSE SERVICE AGREEMENT

In the event of a **Crisis** first occurring during a **Period of Travel** directly involving the **Protected Person**, the **Consultant Service Provider** will provide the **Protected Person** with **Crisis Response Services** up to the **Limit of Liability** stated in the Certificate Schedule for any one **Crisis** or series of **Crisis**es, for the maximum of the **Crisis Coverage Period** in accordance with the terms conditions and exclusions detailed in the Certificate.

The **Limit of Liability** applies separately to each **Protected Person** and is the maximum payable in total for all **Covered Crises** combined during the **Contract Period** as shown in the Certificate Schedule.

Where more than one **Protected Person** is provided with **Crisis Response Services** as a result of the same **Crisis**, **Consultant Costs** and **Extra Expenses** will be apportioned by the **Consultant Service Provider** between each **Protected Person** based on the services afforded to each **Protected Person** and actual costs fees and expenses incurred.

CONDITIONS PRECEDENT TO THE PROVISION OF CRISIS RESPONSE SERVICES

The following are conditions precedent to the Consultant Service Provider providing the Protected Person with **Crisis Response Services**:

1. Due Diligence

The **Protected Person** will exercise due diligence to do all things reasonable and practical to avoid any happening or circumstances that may result in a **Crisis** and to make all reasonable efforts to mitigate the requirement for **Crisis Response Services** arising as a result of a **Covered Crisis**.

2. Notice of a Crisis

Upon discovery of a potential or actual event or incident which may give rise to a **Covered Crisis** or any recovery for a payment of **Extra Expenses** the **Protected Person** shall immediately contact the 24-hour Emergency Crisis Line as detailed in this Certificate under "What to do in a Crisis".

EXCLUSIONS

The **Consultant Service Provider** will not provide **Crisis Response Services**:

1. in respect of **Wrongful Detention**, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorised and issued required documents and visas, unless the **Consultant Service Provider** determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the **Protected Person**;
2. in respect of any **Kidnapping** of a **Protected Person** by a **Relative** or as a result of a domestic dispute;
3. to any **Protected Person** who has had kidnap insurance cancelled or declined in the past;
4. in relation to any **Kidnapping** of a **Protected Person** who has been kidnapped in the past;
5. in relation to any **Kidnapping**, **Blackmail** or **Extortion** of a **Protected Person** within their **Permanent Country of Residence**;
6. where the provision of such services would expose the **Consultant Service Provider** or anyone acting on their behalf 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.

7. In respect of any **Crisis** arising out of or in connection with:

A. the **Protected Person's** suicide or attempted suicide or intentional self injury or the **Protected Person** being in a state of insanity;

B. war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America,

C. war in Europe, whether declared or not, other than:

I. civil war,

II. any enforcement action by or on behalf of the United Nations, in which any of the countries stated in 7. B above or any armed forces thereof are engaged;

D. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from

I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

8. The payment of any **Ransom**. This expense is not included within **Consultant Costs** or **Extra Expenses**.

9. In the event that the **Protected Person** elects to travel to locations which The Foreign and Commonwealth Office of the United Kingdom on <https://www.gov.uk/foreign-travel-advice> and/or The United States Department of State, and/or the Foreign Office of Canada and or similar authority being the country where the **Protected Person's** home or headquarters is located (such authority to be agreed in advance prior to inception) advises against all travel (including all territories coloured red) or all but essential travel (including all territories coloured

yellow) on The Foreign and Commonwealth Office of the United Kingdom website, the following provisions apply:

A. Under clause 7.1 of this agreement it is a Condition Precedent to any Liability that the **Protected Person** must observe due diligence at all times. Due regard to all the advice applicable to this location recommended by this site must be observed at all times, including but not limited to the employment of security guards, staying in secure locations, the observance of travel advice and preferred routes and the avoidance of high risk locations and public gatherings.

B. In respect of incidents that may occur in locations for which the advice is against all travel, this agreement is amended to cover Section 4.1 (Security Advice) only. Section 4.2 (**Extra Expenses**) are not covered.

GENERAL CONDITIONS

Cancellation

This Agreement may be cancelled by the **Plan Administrator** ab-initio solely as a result of non-payment of the **Access Fee**.

Changes

Notice to any representative of the **Consultant Service Provider** or knowledge possessed by any representative or by any person will not effect a waiver or a change in any part of the Certificate or stop the **Consultant Service Provider** from asserting any right under the terms of this Certificate nor can the terms of this Certificate be waived or changed unless agreed to in writing by an authorised representative of the **Consultant Service Provider**.

Choice of Law and Forum

The construction, validity and performance of this Certificate will be governed by and construed in accordance with the law of England and Wales, and each party agrees to the exclusive jurisdiction of the courts of England and Wales.

Concealment, Misrepresentation, Non-Disclosure and Fraud

Without prejudice to the **Consultant Service Provider's** other rights, howsoever arising, the **Consultant Service Provider** reserves the right to void this Certificate in case of concealment, misrepresentation or non-disclosure by the **Protected Person**, whether or not fraudulent, of a material fact concerning this Certificate or the procurement thereof.

In case of concealment, misrepresentation or non-disclosure, whether or not fraudulent, by a **Protected Person**, or anyone acting on their behalf, concerning any **Covered Crisis** or any loss or recovery under this Certificate such **Protected Person** forfeits all rights to benefits under this Certificate.

For the purposes of this Certificate a Material Fact is information that might influence the judgment of the **Consultant Service Provider** and their Insurers in fixing the **Access Fee** or determining whether or not to allow the **Protected Person** access to the **Crisis Assistance Services**. Any matter relating to the health or hazardous activities of the **Protected Person** is considered a Material Fact and the **Protected Person** and/or any person purchasing the service on behalf of the **Protected Person** has a duty to disclose such information prior to inception. (If in any doubt as to whether a fact is material or not, it must be disclosed).

Rights of Third Parties

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

Non-Assignment

This Certificate may not be assigned or transferred without the written consent of the **Consultant Service Provider**.

Notices

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this Certificate will be in writing and will be given to or made upon the **Plan Administrator** and/or the **Protected Person** (as required) at the addresses shown in the Agreement Schedule.

Severability, Construction and Conformance to Statute

1. If any provision contained in this Certificate is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is deemed to be severed and to have no effect on any other valid legal and enforceable provision of this Certificate.
2. If any provision contained in this Certificate can be construed as being invalid, illegal or unenforceable for any reason, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
3. Any provisions of this Certificate which are in conflict with the compulsory provisions of statutes or regulations of the state or country wherein this Certificate is issued are hereby amended to conform to such statutes or regulations.

Subrogation

In the event of any **Crisis** resulting in the provision of **Crisis Assistance Services** under this Certificate, the **Consultant Service Provider** will be subrogated to the extent of the **Consultant Costs** and **Extra Expenses** to all the **Protected Person's** rights of recovery. In such case the **Protected Person** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable the **Consultant Service Provider** or their Insurers effectively to bring suit in the name of the **Protected Person**.

Consultant Service Provider's Undue Risk

In the event that the **Consultant Service Provider** determines reasonably and in good faith that by engaging in consulting **Crisis Response Services** for the **Protected Person**, the **Consultant Service Provider's** employees or sub-contractors may subject to undue risk of physical harm the **Consultant Service Provider** reserves the right to decline to provide **Crisis Assistance Services** for the **Protected Person**.

Other Services Contracts, Agreements and Insurance

This Certificate will be excess of any other service contracts, agreements or Insurance that would (or would but for the existence of this service contract) respond in the event of a **Crisis**.

WHAT TO DO IN A CRISIS

INSTRUCTIONS FOR PROTECTED PERSON(S)

In the event of a Crisis that may be covered under the terms of this Certificate, please contact the 24-hour Emergency Crisis Line immediately on the following contact number:

+356 277 80016

For emergencies only

For sales or questions, please call 866-636-9100 or email group@gninsurance.com

The 24-hour Emergency **Crisis** Line will put you in contact with the **Consultant Service Provider** who is available 24 hours a day, 7 days a week on a priority basis. When calling the 24-hour Emergency Crisis Line please leave your name and telephone number with the operator. Please also quote your Certificate number to help us contact your case manager.

MAKING A RECOVERY FOR CRISIS CONSULTATION – “EXTRA EXPENSES”

In the event that the **Protected Person** needs to make an **Extra Expenses** recovery that may be covered under the terms of this Certificate, prior approval must first be obtained from the **Consultant Service Provider** by contacting the above telephone number. They will advise what to do and what documents must be sent to support your recovery. It is the **Consultant Service Provider's** intention however that they pay **Extra Expenses** for and on behalf of the **Protected Person**, to avoid the need for the **Protected Person** to recover payments, so please discuss this with the **Consultant Service Provider** prior to making any such payment.

offered by **good neighbor** insurance

Doug Gulleson | email: group@gninsurance.com

690 E Warner Road #117, Gilbert, AZ 85296

866.636.9100 or Skype: “good neighbor insurance”

<https://www.gninsurance.com/group>