

Form #S72062 - D&O Extra Smart
(Rev. 28 October 2016)

This endorsement modifies insurance provided under this Policy as the following conditions are added:

1. Kidnap Reimbursement Expense

The **"Insurer"** will reimburse the **"Named Insured"** for **"Kidnap Expenses"** resulting from a kidnap crisis of a director or officer of the Company or organization Named on the Schedule of the Policy. The Limit of Liability shall not exceed one hundred thousand (\$100,000) and is also subject to the Policy Aggregate as per Item 4(a) of the Limit of Liability & **"Deductible"** section.

The **"Insured(s)"** shall not incur **"Kidnap Expenses"**, or admit liability, offer to settle, or agree to any settlement in connection with any **"Claim(s)"** without the express prior written consent of the **"Premier"**, which consent shall not be unreasonably withheld.

Kidnap Reimbursement Expense coverage is limited to Canada and the United States of America (not including territories).

2. Key Person Recruitment Reimbursement Benefit

The **"Insurer"** will reimburse the **"Named Insured"** up to a maximum of \$25,000 for all reasonable expenses incurred for the purposes of recruiting a permanent replacement for a **"Key Person"** of the Company or organization named on the Schedule of the Policy resulting from bodily injury to, or the death of, such **"Key Person"**, caused by an accident. The Limit of Liability shall not exceed twenty five thousand (\$25,000) and is also subject to the Policy Aggregate as per Item 4(a) of the Limit of Liability & **"Deductible"** section.

3. Additional Expenses Coverage

Item 4(d) of the Limit of Liability & **"Deductible"** section is deleted and replaced with the following:

- (d) **"Costs, Charges and Expenses"** shall be part of and not in addition to the Limit of Liability as shown in the Schedule and such **"Costs, Charges and Expenses"** shall reduce the Limit of Liability as shown in the Policy Schedule, except in the event the **"Named Insured"** has exhausted all applicable Limits of Liability, there shall be an additional \$100,000 limit available for the purposes of **"Costs, Charges, and Expenses"** to the **"Insured Person(s)"**.

4. Definitions

For the purposes of this endorsement, the following definitions are added to the Policy:

- (a) **"Kidnap Expenses"** means **"Insurer"** will reimburse the **"Insured"** for the following reasonable expenses only:
- (i) Medical, dental, cosmetic, psychiatric services;
 - (ii) **"Crisis Management Services"**; and
 - (iii) Reasonable funeral expenses arising out of a death of an **"Insured Person"** as a direct result of the kidnap crisis. The Limit of Liability shall not exceed ten thousand (\$10,000) and is part of the total limit shown in Item 1 of this endorsement.
- (b) **"Crisis Management Services Expenses"** means services provided by private crisis management companies; specialty crisis support services; and personal security services.
- (c) **Key Person** means a partner or a key employee that provides a specialized skill or service for which the Company or organization has no immediate replacement and would not be able to continue operations.

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