



# ASPEN APJ 11/2015 CORPORATE COVER POLICY WORDING

## INSURING CLAUSE

In consideration of the payment of the required Premium(s) stated in item 5 of the **Certificate** and subject to the terms, limitations, conditions and exclusions set forth below, Underwriters agree to indemnify the **Assured** in respect of **Insured Losses** sustained directly because of an **Insured Event(s)** which occur(s) during the **Period of Insurance** - all as defined in Part 1 of this **Policy**.

Reference to the **Certificate** shall determine the Limit(s) of Liability, **Co-insurance**, **Deductible** and **Excess Period** which apply.

### 1. DEFINITIONS

- 1.1. **Assured** shall be those specified in item 1 of the **Certificate**.
- 1.2. **Assured's Premises** shall be that portion of any real property which is occupied by the **Assured** in the conduct of the **Assured's** business.
- 1.3. **Assured's Products** shall be products of the **Assured** and/or products which are to be represented as such and/or products which are in the care, custody and control of the **Assured**.
- 1.4. **Certificate** shall mean the certificate of insurance issued in respect of the **Policy**.
- 1.5. **Coinsurance** shall be the percentage specified in the **Certificate** of the total loss payable hereunder in any one **Insured Event**, which shall be borne by the **Assured**.
- 1.6. **Deductible** shall be an amount specified in item 7 of the **Certificate**, which will be deducted from the total loss, payable hereunder in any one **Insured Event**.
- 1.7. **Detention/Detained** shall be the holding under duress in the **Territory** of an **Insured Person** for whatever reason and whether by authorities legally constituted in the place of custody or by others.
- 1.8. **Extortion** shall be the making of illegal threats either directly or indirectly specifically to the **Assured** or to one or more **Insured Person(s)** to:
  - (1) kill, injure or abduct an **Insured Person**; or
  - (2) cause physical damage to or loss of **Property** or electronic data, including the modification of data



- (3) or denial of access to computer or network services' ; or
- (3) disseminate, divulge or utilise **Trade Secrets** or any personal, private or confidential data on or about the **Assured** or an **Insured Person**; or
- (4) introduce a computer virus, worm, logic bomb or Trojan Horse into the **Assured's** computer systems which indiscriminately replicates itself and automatically disseminates itself causing damage, destruction, erasure, alteration or corruption of computerised data

by persons who then demand specifically from assets of the **Assured** or an **Insured Person** a **Ransom** as a condition of not carrying out such threats.

- 1.9. **Hijack/Hijacked** shall be the illegal holding under duress for a period in excess of four hours, of an **Insured Person** whilst travelling in the **Territory** by any form of transport, whether held on or forcibly removed from, that form of transport.
- 1.10. **Informant** shall be a person providing information not otherwise available and solely in return for monetary payment and/or other award by the **Assured**.
- 1.11. **Insured Event** shall be a **Kidnap** or **Extortion** or **Product Extortion** or **Detention** or **Hijack** or a series of connected acts thereof. If it is evident from the demand(s) or the making of such demand(s) that the **Kidnap(s)** and/or **Extortion(s)** and/or **Product Extortion(s)** and/or **Detention(s)** and/or **Hijack(s)** are or were carried out in furtherance of one another, they shall be deemed to be connected and to constitute a single **Insured Event**. Nevertheless, there shall be no liability hereunder in respect of a series of **Kidnap(s)** or **Extortion(s)** or **Product Extortion(s)** or **Detention(s)** or **Hijack(s)** the first of which began before the **Period of Insurance**.
- 1.12. **Insured Losses** shall be losses covered by Part 2 of this **Policy**.
- 1.13. **Insured Person** shall be:
  - (1) the person(s) specified in the **Schedule**;
  - (2) the spouse domestic partner or fiancé(e), niece, nephew, or a relative or a lineal descendant or living ancestor, or the spouse of such lineal descendant or ancestor including step-parents, step-children, step siblings, foster children and adopted children, adopted parents and spouses thereof, of either an **Insured Person** or the spouse of an **Insured Person**;
  - (3) a guest of the **Assured** while on the **Assured's Premises**, or on board any vehicle or aircraft or waterborne vessel owned or leased by the **Assured** or an **Insured Person**;
  - (4) a person normally resident or employed in the household and/or the grounds of an **Insured Person**;
  - (5) a guest in the home of an **Insured Person**;
  - (6) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**.



- 1.14. **Investigating Accountants** shall be the firm of accountants specified in the **Schedule**. In the event that this firm declares itself unable to act in this capacity for any reason including potential conflict of interest, **Response Consultants** shall appoint another firm of similar standing in the accountancy profession.
- 1.15. **Kidnap/Kidnapped** shall be the illegal, actual or alleged, taking in the **Territory** and holding captive of one or more **Covered Person(s)** by a person(s) who then demand(s) payment specifically from assets of the **Assured** or an **Insured Person**, of a **Ransom** as a condition of the release of such captive(s).
- 1.16. **Loss of Extremity** shall be the permanent physical separation or total and irrecoverable use of a digit or part thereof or an ear, nose or genital organ or part thereof by deliberate mutilation.
- 1.17. **Loss of Hearing** shall be loss of hearing in one or both ears which is certified as being entire and irrevocable by a qualified ear, nose and throat specialist and approved by Underwriters.
- 1.18. **Loss of Limb** shall be loss by separation or total and irrecoverable use of a hand at or above the wrist or a foot at or above the ankle.
- 1.19. **Loss of Sight** shall be loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified medical practitioner specialising in ophthalmology and approved by Underwriters.
- 1.20. **Loss of Speech** shall be the loss of speech which is certified as being entire and irrevocable by a qualified medical practitioner specialising in laryngology and approved by Underwriters.
- 1.21. **Period of Insurance** shall as stated in the **Schedule**.
- 1.22. **Permanent Total Disablement** shall be disablement which necessarily and continuously disables an **Insured Person** from attending to all material aspects of his normal business or occupation for a period of six consecutive calendar months and, at the end of such period is certified by two qualified medical practitioners approved by Underwriters as being beyond hope of improvement. If the **Insured Person** has no business or occupation the disablement must confine him immediately and continuously to the house and disable him from attending to his normal duties.
- 1.23. **Personal Financial Loss** shall be monetary loss suffered by an **Insured Person** solely as a direct result of the physical inability of a **Kidnap** or **Extortion** or **Detention** or **Hijack** victim to attend to his personal financial matters.
- 1.24. **Policy** shall mean this policy of Special Accident Insurance as numbered in the **Schedule**.
- 1.25. **Product Extortion** shall be the making of illegal threats to the **Assured**, or the production of publicity that, the **Assured's Products** will be or have been contaminated, polluted or rendered substandard, by persons who demand a **Ransom** specifically from assets of the **Assured** or of an **Insured Person**,



either:-

- (1) as a condition of not carrying out such threats, or
- (2) before providing further information about the affected **Assured's Products**.

- 1.26. **Property** shall be buildings (including fixtures, fittings, works of art and other contents), computer hardware and software, plant and equipment (whether fixed or mobile), aircraft, vehicles and private pleasure vessels), and bloodstock and livestock, whether owned, leased or, as appropriate, licensed by the **Assured** or an **Insured Person** for which the **Assured** or the **Insured Person** is legally liable.
- 1.27. **Ransom** shall be cash and/or marketable goods, property, monetary instruments, securities or services surrendered or to be surrendered by or on behalf of the **Assured** or **Insured Person(s)** to meet a **Kidnap** or **Extortion** or **Products Extortion** demand.
- 1.28. **Schedule** shall mean the schedule of insurance issued in respect of the **Policy**.
- 1.29. **Territory** shall be as specified in item 4 of the **Schedule**.
- 1.30. **Trade secrets** shall be information (including formula, pattern, compilation of data, program, device, method, technique or process), which:
  - (1) is particular to the **Assured** or an **Insured Person** in the conduct of its business; and
  - (2) for reasons of its potential commercial value to others, the **Assured** makes constant and conscious efforts not to disclose to any third party.
  - (3) is any information that the **Assured** holds under a duty of confidence
- 1.31. **Response Consultants** shall be the firm specified in the **Schedule** or as otherwise notified to the **Assured** or the **Assured's** broker from time to time.
- 1.32. Words in the Masculine gender shall include the Feminine

2. **INSURED LOSSES** shall be:

- 2.1. **Ransom** which has been surrendered. In the case of marketable goods, property, monetary instruments, securities or services, Underwriters shall pay the actual cash value thereof at the time of surrender.
- 2.2. The loss in transit of a **Ransom** by actual damage, destruction, disappearance, confiscation, seizure, theft or wrongful abstraction while being conveyed to the order of such persons as have demanded it by any person who is duly authorised to do so by the **Assured** or an **Insured Person**.



- 2.3. The fees and expenses of **Response Consultants**, or with the prior approval of Underwriters, other independent crisis management consultants, being necessarily incurred following and for the duration of an **Insured Event**.
- 2.4. **Additional Expenses**, being reasonable expenses necessarily incurred following and for the duration of, an **Insured Event** by the **Assured** or an **Insured Person(s)** and which shall comprise:
- (1) fees and expenses of an independent negotiator engaged by the **Assured** with the prior authorisation of Underwriters;
  - (2) fees and expenses of an independent public relations consultant and/or product recall consultant and/or interpreter;
  - (3) costs of travel and accommodation incurred by the **Assured** or **Insured Person**;
  - (4) the costs of travel of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country of which the victim is a national and the travel costs of a replacement of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country in which the **Kidnap** and/or **Detention** and/or **Hijack** occurred. These costs shall only apply once per **Insured Person** per **Kidnap** and/or **Detention** and/or **Hijack**;
  - (5) Usual and customary fees for independent psychiatric and/or medical and/or dental care and/or legal advice incurred during the **Insured Event** and within thirty six months following the release of the victim;
  - (6) reward paid by the **Assured** or an **Insured Person** to an **Informant** for information which directly assists the **Assured** or **Insured Person** in their negotiations and/or assists to obtain the safe release of a **Kidnap** or **Detention** or **Hijack** victim;
  - (7) **Personal Financial Loss** as defined in 1.23;
  - (8) 100% of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary including bonuses, commissions, costs of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the **Insured Event** occurs and for sixty consecutive days following their release. With respect to **Detention** only, Underwriters' liability shall be for a period of seventy two consecutive months;
  - (9) 100% of a relative of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** total foregone remuneration including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the **Insured Event** occurs, who leaves their



- employment in order to assist in the negotiations for the release of the victim, and for sixty consecutive days following their release. With respect to **Detention** only, Underwriters' liability shall be for a period of seventy two consecutive months;
- (10) 100% of the gross salary including bonuses and allowances for a temporary replacement of a **Kidnapped** or **Detained** or **Hijacked Insured Person** for the duration of the **Kidnap** or **Detention** or **Hijack** and sixty consecutive days thereafter, up to but not exceeding the **Kidnapped** or **Detained** or **Hijacked Insured Person's** salary at the time that the **Kidnap** or **Detention** or **Hijack** occurs. With respect to **Detention** only, Underwriters' liability shall be for a period of seventy two consecutive months;
  - (11) the costs incurred by the **Assured** for the salaries of employees specifically designated to assist in negotiating on any **Insured Event**, not to exceed the employees' base rate of pay plus bonuses and allowances, along with all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the **Assured** forwards an itemised account of such employees' time, services and expenses;
  - (12) job retraining costs for the **Kidnap** or **Detention** or **Hijack** victim, including but not limited to the salary of the **Kidnap** or **Detention** or **Hijack** victim while being re-trained and the costs of external training;
  - (13) sums payable by way of interest on loans raised specifically to meet an **Insured Loss** and in respect of amounts subsequently reimbursed hereunder. For the purposes of calculating interest it shall be considered that the beginning of the period of such loans shall commence no more than seven days prior to the surrender of the **Ransom** and shall cease within seven days of the **Assured** receiving reimbursement of the same from Underwriters. Interest rates shall be calculated at up to the Federal Reserve Bank of New York's Discount Rate plus 5%;
  - (14) costs, fees and expenses of temporary security measures and security guards temporarily retained solely and directly for the purpose of protecting **Insured Person(s)** and the **Assured's Property** located in the country where an **Insured Event** has occurred and on the specific recommendation of **Response Consultants**;
  - (15) costs of communication equipment, recording equipment and advertising incurred solely and directly to obtain the release of a **Kidnapped, Hijacked** or **Detained Insured Person** or required during an **Extortion** or **Product Extortion**;
  - (16) rest and rehabilitation expenses including meals and recreation incurred by the **Kidnap** and/or **Detention** and/or **Hijack** victim and his spouse and/or children within eighteen months following the release of the **Kidnap** and/or **Detention** and/or **Hijack** victim. Underwriters' liability shall not exceed that shown in the **Schedule**;
  - (17) fees and expenses of independent forensic analysts engaged by the **Assured**;



- (18) 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**;
  - (19) costs of repatriation of the body of the **Kidnap** or **Detention** or **Hijack** victim in the event of their death during an **Insured Event**;
  - (20) the costs of burial or cremation of the **Kidnap** or **Detention** and or **Hijack** victim incurred in the event of death during an **Insured Event**;
  - (21) costs of child care incurred directly and necessarily as a result of a **Kidnap** and/or **Hijack** and/or **Detention**;
  - (22) expenses as a result of a search for explosives or other harmful materials on the **Assured's Premises**, including but not limited to evacuation and transport costs. Underwriters' liability is limited to such expenses provided that the **Assured's Premises** have been closed for a period in excess of three consecutive days and Underwriters shall not be liable for any expenses incurred after the **Assured's Premises** have been closed for a period of more than thirty consecutive days;
  - (23) costs of electronic sweeps for bugs or other electronic listening devices on the **Assured's Premises**;
  - (24) all other reasonable expenses incurred by the **Assured** or **Insured Person(s)** in negotiating the release of the victim of an **Insured Event** but only with prior written approval of Underwriters.
- 2.5. **Personal Accident** which shall be the **Loss of Extremity, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Permanent Total Disablement** or death sustained by an **Insured Person(s)** solely and directly as a result of an **Insured Event** or an attempted **Insured Event** provided that such injury causes his death or disablement within thirty six calendar months from the date of the incident. The Sums Insured shall be those specified in item 6.vi. of the **Schedule**.

If an **Insured Person** disappears during the **Period of Insurance** and such **Insured Person's** body is not found within twelve months after such **Insured Person's** disappearance and sufficient evidence is produced satisfactory to Underwriters that leads Underwriters inevitably to the conclusion that such **Insured Person** sustained death solely and directly as a result of an **Insured Event**, Underwriters will pay the death benefit as specified the **Schedule** under this insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to us if the **Insured Person** is subsequently found to be living.

For the purposes of Section 2.5 (Insured Loss - Personal Accident), an **Insured Person** shall also include bodyguards and vehicle operators whilst employed by the **Assured** or an existing **Insured Person** during an **Insured Event**. The Limits of Liability for such bodyguards and



vehicle operators shall not exceed 20% of the Limit of Liability]specified in the **Schedule]**

2.6. **Legal Liability**, being settlements made by the **Assured** or awards, fees and judgements imposed upon and paid by the **Assured** as a result of an action for damages brought by or on behalf of any **Insured Person(s)** or his or their legal representative or shareholders solely and directly as a result of a **Kidnap** and/or **Extortion** and/or **Detention** and/or **Hijack**. However:

- (1) the **Assured** shall neither admit any liability for, not settle any claim, nor incur any costs or expenses without the prior authorisation of Underwriters;
- (2) Underwriters shall have the right to defend any such suit against the **Assured** and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the **Assured** shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their prior authorisation, are payable in addition to the limit for **Legal Liability** as specified in the **Schedule**. However, if the total amount for all settlements awards and judgements to which such costs refer exceeds this limit, this **Policy** shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards and judgements.

### 3. **CONDITIONS**

3.1. When an **Insured Event** has occurred or is believed to have occurred, the **Assured** shall as a condition precedent to liability;

(1) inform Underwriters and **Response Consultants** and provide whatever information is required as soon as is practicable and notify or allow **Response Consultants** to notify the appropriate authorities responsible for law enforcement in the country where an **Insured Event** has occurred of the **Ransom** demand as soon as may be considered practicable having due regard for the personal safety of the **Insured Person(s)**;

(2) before agreeing to the payment of any **Ransom**, make every possible effort to:

- a) determine that the **Insured Event** has actually occurred and is not a hoax.
- b) ensure that a senior official of the **Assured** agrees to the payment of the **Ransom**.

(3) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** had been surrendered under duress.

3.2. The **Assured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Insured Losses** whilst having regard to the safety of the **Insured Person(s)**.



- 3.3. The **Assured** and **Insured Person(s)** must at all times use best endeavors to ensure that knowledge of the existence of this insurance is restricted as far as possible.
- 3.4. In the event of any payment under this **Policy**, Underwriters shall be subrogated to the extent of such payment to all the **Assured's** or **Insured Person's** rights of recovery and the **Assured** or **Insured Person(s)** shall execute all papers required and shall do everything necessary to enable Underwriters to bring suit in the name of the **Assured** or **Insured Person**.
- 3.5. Underwriters' liability hereunder shall in all cases be limited to the amount shown in the **Schedule**. Specifically, but without limiting the generality of the foregoing, Underwriters' liability shall not be increased because:
- (1) the **Assured** may comprise or include more than one legal entity. If more than one legal entity is named in this **Policy**, only the first-named **Assured** shall have any right to make, adjust, receive or enforce payment of any claim;
  - (2) of renewal of this **Policy**. Underwriters' liability shall not be cumulative from one **Period of Insurance** to another;
  - (3) of any other reason whatsoever beyond those elements covered in 3.5 (1) and 3.5 (2).
- 3.6. Reference to the Debit Note which attaches to this **Policy** shall be made to determine the number of days from the inception date or in respect of any additional or instalment premium within which the **Assured** undertakes that Premium as specified in the Schedule will be paid in full to APJ Asset Protection Jersey Ltd by the **Assured's** broker's.
- If the Premium due under this **Policy** has not been so paid to APJ Asset Protection Jersey Ltd within this time-frame, APJ Asset Protection Jersey Ltd shall have the right to cancel this **Policy** by notifying the **Assured** via the **Assured's** broker in writing.
- In the event of cancellation, Premium is due to APJ Asset Protection Jersey Ltd on a pro rata basis for the period for which Underwriters are on risk, but the full policy Premium shall be payable to Underwriters in the event of a **Insured Loss** prior to the date of cancellation. It is agreed that APJ Asset Protection Jersey Ltd shall give not less than 30 days prior notice of cancellation to the **Assured** or their broker.
- 3.7. No assignment of the **Assured's** interest hereunder shall be binding on Underwriters, unless and until their written consent thereto has been obtained and endorsed hereon.
- 3.8. In the event of an **Insured Loss**, the payment of an **Insured Loss** by Underwriters will be made in United States Dollars unless the **Assured** and Underwriters otherwise agree. In the event that **Insured Loss(es)**



are incurred by the **Assured** or **Insured Persons** in a currency other than United States Dollars, Underwriters will apply the relevant exchange rate published by the Financial Times in London, on the date(s) the **Insured Loss(es)** is/are incurred or paid by the **Assured** or **Insured Person**.

- 3.9. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy**, or prevent Underwriters from asserting any right under this **Policy**, nor shall the terms of this **Policy** be waived or changed except by endorsement to form part of this **Policy**.
- 3.10. Failure by Underwriters to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.
- 3.11. Under Section 2.5 (Insured Loss - Personal Accident) the following conditions apply:
- (1) Any **Insured Person**, bodyguard or vehicle operator who suffers an incident which causes or may cause disablement within the meaning of this **Policy** must place himself under the care of a qualified medical practitioner approved by Underwriters as early as possible after the incident.
  - (2) Underwriters will not be liable to pay compensation unless the medical adviser(s) appointed by Underwriters shall be allowed as often as is thought necessary to examine the **Insured Person**, bodyguard or vehicle operator.
- 3.12. It is agreed that the **Assured** shall be automatically amended to include any newly acquired subsidiary whose gross revenue for the remaining **Policy** period from the date of acquisition is less than 20% of the **Assured's** declared annual revenue, provided that in respect of the newly acquired subsidiary there are no known or reported threats or **Insured Events** confirmed for up to five years prior to and including the date of acquisition.
- It is also agreed that the **Assured** shall be automatically amended to include any newly acquired subsidiary whose annual revenue is in excess of 20% of the **Assured's** declared annual revenue for a period of thirty consecutive days from the date of acquisition, provided that in respect of the newly acquired subsidiary there are no known or reported threats or **Insured Events** confirmed for up to five years prior to and including the date of acquisition.
- 3.13. If the **Assured** has not informed Underwriters about or has misrepresented any facts of circumstance which affect Underwriters' decision to provide insurance or the terms of that insurance, or the **Assured** has made a false claim, Underwriters can refuse to pay a claim or Underwriters can treat this insurance as though it had never existed
- 3.14. The **Law and Jurisdiction** under which this insurance is governed shall be set out in the **Schedule**.



#### 4. EXCLUSIONS

Underwriters shall not be liable in respect of any losses which are or but for this insurance would be covered under any other insurances, save in excess of any other insurance. Further, Underwriters shall not be liable in respect of any losses caused by or arising from or attributable to any of the following:

- 4.1. the surrender of a **Ransom** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand.
- 4.2. the surrender of a **Ransom** either at the location where the **Kidnap** of one or more **Insured Person(s)** occurs or where the **Extortion** or **Product Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand;
- 4.3. in respect of **Kidnap**, **Extortion**, or **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured** or a director or officer or employee of the **Assured** or an **Insured Person**, whether acting alone or in collusion with others;
- 4.4. in respect of **Detention** only:
  - (1) a **Detention** which is for a period of less than six consecutive hours;
  - (2) any act or alleged act of the **Assured** or an **Insured Person** which would be a criminal offence if committed by the same party in the country where its headquarters are located or of which he is a national, unless Underwriters determine that such allegations were unintentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Assured** or the victim of the **Detention**;
  - (3) failure of the **Assured** or the **Insured Person** to properly procure or maintain immigration, work, residence, or similar visas, permits or other documentation;
- 4.5. any marine voyage involving **Insured Persons** within the Red Sea, Gulf of Aden, Indian Ocean and Gulf of Guinea as defined in the current Listed Areas published by the Lloyd's Market Association Hull War, Strikes, Terrorism and Related Perils committee (JWLA).
- 4.6. No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer, its parent company or its ultimate controlling entity to any sanction, prohibition, reporting obligation 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.