

## USA and Canada Jurisdiction Clause

The following additional or amended terms and conditions shall apply in relation to any claim brought:

- 1 in the United States of America, its territories and/or possessions or Canada; or
- 2 elsewhere to enforce a judgment or finding of a court or other tribunal in the United States of America, its territories and/or possessions or Canada; or
- 3 in which it is contended that the governing law is that of the United States of America or Canada

(referred to in this endorsement as a "USA/Canada Claim").

## Insuring Clauses

In relation to any USA/Canada Claim the insuring clause headed "Defence costs and expenses" shall not apply.

Where, but for this endorsement, **We** would have indemnified **You** in relation to **Defence costs and expenses**, **We** will indemnify **You** against **Defence costs and expenses** but only on the basis that the words "and **Defence costs and expenses**" are inserted into the relevant insuring clause after the words "in respect of **Loss**" wherever they appear in the insuring clauses so that the relevant **Limit of Liability** is inclusive of **Defence costs and expenses**.

## Exclusions

In relation to any USA/Canada Claim and in addition to the exclusions contained in the Certificate **We** will not indemnify **You** against any claim or **Loss**:

- 1 **Employment and pensions**  
arising from or arising out of the Employment Retirement Income Security Act of 1974, Public Law 93-496, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal State or Local Statutory Law or Common Law;
- 2 **Corruption**  
arising from, directly or indirectly caused by, or contributed to by, any actual or alleged violation of the Racketeer Influenced and Corrupt Organisations Act, 18 USC Sections 1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- 3 **Securities**  
arising from any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State Law or any Common Law relating thereto;
- 4 **Penalties, fines, taxes**  
arising from fines or penalties or punitive or exemplary or multiple damages or for taxes or levies or imposts or duties of any kind;

- 5     **Pollution**  
based upon, arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind;
- 6     **Asbestos**  
arising directly or indirectly out of or resulting from or in consequence of or in any way involving the presence of asbestos in whatever form or amount;
- 7     **Toxic mould**  
arising from or which is in any way related to or the consequence of
- 7.1    the actual, potential or threatened presence, growth, formation, release or dispersal of any kind of fungi, mould, spores or mycotoxins;
- 7.2    any action taken by any person to test for, detect, treat, monitor or remove any kind of fungi, mould, spores or mycotoxins.

### **Definitions**

In relation to any USA/Canada Claim where the following words appear in bold type in the Certificate they shall have the following meanings:

**Excess**           shall mean EUR                    which shall be payable by **You** before **We** shall make any payment in respect of each and every claim (or, in the event that any claim is brought by more than one claimant, to each claimant) for

(a)     **Loss and/or Defence costs and expenses;**

(b)     any other legal costs incurred by **You** with **Our** consent and in respect of which **You** are entitled to be indemnified under this Certificate;

(c)     (where applicable) any other form of indemnity provided under any insuring clause.

**Limit of Liability**       shall mean the amount stated in the **Schedule** and which shall be the maximum amount of **Our** liability to pay any **Loss** and **Defence costs and expenses** in the aggregate during the **Period of Insurance**.