

HCC 269

North American Jurisdiction Clause

For use with PI MAC add 0816 or 0417 or 0618

The following additional terms and conditions shall apply in relation to any action

- brought in the United States of America, its territories and/or possessions or Canada;
- brought 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; in which it is contended that the governing law is that of the United States of America or Canada:

Definitions

The following terms shall have the following meanings for the purpose of these additional terms and conditions only.

Indemnity limit

shall mean the **Insurer's** total liability to pay **Damages** and claimant's costs, and **Defence costs and expenses** and shall not exceed:

- a) in the case of any claim arising directly or indirectly from any **Virus** the sum stated in the Schedule or GBP 500,000 (whichever is less) inclusive of **Defence costs and expenses** in respect of any one claim or series of claims arising out of one originating cause and in total for all claims first made during the **Period of insurance**;
- b) in all other cases the sum(s) stated in the Schedule in respect of any one claim or series of claims arising out of one originating cause and in total for all claims made during **the Period of insurance**.

If more than one person is entitled to an indemnity under the terms of this Policy then the **Insurer's** total liability to all such persons shall not exceed this **Indemnity limit**. For the avoidance of doubt, **Indemnity limit a)** is not additional to and shall not increase the sum(s) stated in the Schedule.

Excess

is the first amount paid in respect of each claim inclusive of **Defence costs and expenses** and shall be GBP 2,500 each claim and not as stated in the schedule. The **Indemnity limit** is additional to the **Excess**.

Insuring clauses

For the purpose of these additional terms and conditions only the Insuring Clause headed **Legal defence costs and expenses** is deleted.

Exclusions

In addition to the exclusions contained elsewhere in this Policy, the **Insurer** shall not be liable to indemnify the **Insured** against any claim:

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, or

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, or

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, or

arising from fines or penalties or punitive or exemplary or multiple damages or for taxes or levies or imposts or duties,

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; or

arising directly or indirectly out of or resulting from or in consequence of or in any way involving:

- a) asbestos or any materials containing asbestos in whatever form or quantity; or
- b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
- c) any action taken by any party in relation to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of (to include the investigation of, testing for, detection, monitoring, treating, remediating or removal of) any fungi, moulds, spores or mycotoxins of any kind whether in response to any governmental or regulatory order, requirement, directive, mandate, decree or otherwise.

In the event of any dispute as to whether or not this exclusion applies the **Insured** shall have the burden of proving that this exclusion does not apply.

All other terms and conditions of this Policy remain unaltered.