

## United States of America and Canada – Conditions Clause

This Endorsement amends the **Policy**

**Company:**

**Policy Number:**

**Endorsement Number:**

Any **Claim** made or legal proceedings brought within the United States of America and/or Canada and/or territories which come under the jurisdiction of the United States of America and/or Canada (including enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America and/or Canada and/or territories which come under the jurisdiction of the United States of America and/or Canada) if otherwise covered under the **Policy**, shall also be subject to the following conditions and exclusions:-

### Conditions

- (i) The maximum amount payable in respect of any one **Claim** and in the aggregate, shall not exceed the annual aggregate **Limit of Indemnity** as stated in the **Schedule**.
- (ii) **Defence Costs and Expenses** incurred in the investigation, defence and settlement of any **Claim** shall be included in the said annual aggregate **Limit of Indemnity** and shall be in addition to the **Excess** as stated in the **Schedule**.

### Exclusions

This Endorsement shall not operate to render the **Policy** liable to indemnify or make any payment in any way involving the following :-

- (i) Any punitive multiple and /or exemplary damages awarded against the **Insured**.
- (ii) the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.
- (iii) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.
- (iv) any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934 or any similar Federal or State law or any common law relating thereto.
- (v) any seepage, pollution and/or contamination howsoever occurring and / or caused.

All other **Policy** terms, conditions, limitations and exclusions remain unaltered.