

### **United States of America and Canada Conditions Clause RJW038 (XSA amended)**

Any Claim made or legal proceedings made 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 the endorsement 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 shall be subject to the following conditions and exclusions:-

#### Conditions

(i) The maximum amount payable in respect of all Claims, Circumstances and Defence Costs under this policy shall not exceed in the aggregate the Indemnity Limit as specified in the Schedule.

(ii) The Excess shall include Defence Costs.

#### Exclusions

This policy shall not apply to:

(i) any punitive and/or exemplary damages awarded against You.

(ii) any Claim based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

(iii) any Claim arising out of 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 Claim arising out of 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.

(v) any Claim arising out of seepage, pollution and/or contamination howsoever caused.

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