

North America Jurisdiction Extension (XOL)

Exclusion 5 shall not apply provided always that:

- 1 **We** will not **Indemnify** any company or firm domiciled or registered in **North America**; and
- 2 In respect of **Your** legal liability arising under lawsuits brought in or subject to the jurisdiction of any court of law in **North America** and its judgements or orders obtained in the aforesaid courts for enforcement in any other court of law whether by way of reciprocal agreement conventions or otherwise:
 - a) the **Limit of Liability** as stated in the Schedule is inclusive of **Costs and expenses**; and
 - b) **We** will not indemnify **You** against **Your liability**:
 - i) directly or indirectly relating to seepage pollution or contamination, and / or
 - ii) for the costs of removing nullifying or cleaning-up seeping polluting or contaminating substances, and / or
 - iii) for fines penalties punitive or exemplary damages relating to items i) and ii) above, and / or
 - iv) awards or damages of a punitive or exemplary nature whether in the form of fines penalties multiplication of compensatory awards or damages or in any other form whatsoever.