

NORTH AMERICAN EXCLUSION (ABSOLUTE)

Notwithstanding anything contained within this Policy to the contrary, **We** shall not be liable to pay **Loss** or **Legal Representation Expenses** in connection with any **Claim** or **Formal Investigation** based on or arising from or in anyway attributable to, legal action or litigation which:

- (i) is brought in a court in the **US** or Canada (or their territories or protectorates); or
- (ii) arises out of any legal action or litigation brought outside the **USA** or Canada (or their respective territories or protectorates) to enforce a judgement of a **USA** or Canadian court; or
- (iii) arises out of the activities of the **Company** in the **USA** or Canada (or their respective territories or protectorates).