

North America Jurisdiction Extension – Claims Made

Endorsement applicable to Section C only – Products Liability

Exclusion 1. of Section C is deleted and replaced by:

1. i) to any company domiciled or registered in **North America**
- ii) caused by or arising out of any **Products** which are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, hovercraft or waterborne craft or for marine or aviation purposes;

In respect of any claim arising from any product delivered to or used in **North America**:

- 1) **We** will only **Indemnify You** in respect of any **Claim** first made against **You** during the **Period of Insurance**, and
- 2) **We** will not **Indemnify You** for any **Claim** or **Circumstance**:
 - a. notified to previous insurers or
 - b. known to **You** (or of which **You** ought to have been aware) before the date of commencement of the **Period of Insurance** or
 - c. that occurred in whole or in part before the Retroactive Date stated below or
 - d. notified to **Us** or to Vericlim UK Ltd after the expiry of the **Period of Insurance**
 and
- 3) **Our** liability to **You** under Section C including **Costs and expenses** in respect of or arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the North American Limit of Indemnity stated below, which sum shall be part of and not in addition to the Limit of Indemnity for Section C stated in the **Schedule**, and
- 4) The **Excess** shall be the North American Excess stated below.

Additional Claims Conditions

In addition to the conditions precedent set out in Claims and How to Make a Claim, **You** must give notice in writing to Vericlim UK Ltd as soon as reasonably practicable during the **Period of Insurance** of **Your** becoming aware of any **Circumstance**. Any **Claim** which may subsequently be made against **You** arising out of the **Circumstance** of which notification has been given shall be deemed to be a **Claim** made against **You** during the **Period of Insurance**.

Additional Definition

Circumstance any circumstance, event or state of affairs which may reasonably be expected to give rise to a claim under this Extension

Claim shall mean any written or oral demand for monetary damages and/or notice in writing of any intention to commence legal proceedings against **You** and/or other relief including non-pecuniary relief and/or any civil arbitration or adjudication proceedings including counterclaim and appeal made by a third party against **You**

Retroactive Date: [insert DD/MM/YYYY]

North American
Limit of Indemnity: *[insert GBP LIMIT]*

North American
Excess: *[insert GBP EXCESS]*

This Extension will override any conflicting term in the **Certificate** and is subject otherwise to the **Certificate** exclusions, terms, conditions and definitions.