

North America Jurisdiction Extension (XOL)

Endorsement applicable to all Sections of the Certificate.

Notwithstanding anything contained herein to the contrary it is understood and agreed that this **Certificate** is amended to apply in respect of any judgement award payment or settlement made within countries which operate under the laws of **North America** (including any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or part) or in respect of legal costs fees and expenses pertaining thereto.

Provided always that:

- 1 **We** shall 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 Limits of Indemnity as stated in the Schedule are inclusive of **Costs and expenses**; and
 - b) **We** will not indemnify **You** for any 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.