

**Form #HFW NUJE12** (Rev. February 16, 2012)  
**North American Jurisdiction Extension Clause**

This form attached to and forms part of the Commercial General Liability policy.

It is hereby agreed and understood:

Item 5, Under SECTION V- DEFINITIONS of the Policy is amended to the following:

**5. "Coverage Territory"** means Canada and suits and judicial proceedings must be brought against the **INSURED** within Canada, with exception to:

- (a) international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between Canada and the United States of America (including its territories and possessions);
- (b) all other parts of the world if the injury or damage arises out of the activities of an insured person whose home is in the territory described in Item 5 above, but is away for a short time on the **NAMED INSURED's** business for sales, promotional, educational, and training purposes only; or
- (c) the United States of America including all territories and protectorates. The following conditions apply to this extension:
  - A. This Insurance does not cover any liability for:
    - i "Personal and Advertising Injury" or "bodily injury" or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
    - ii The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
    - iii Fines, penalties, punitive or exemplary damages.  
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  - B. The Limits of Indemnity stated in the Schedule are inclusive of the costs, expenses, legal expenses and charges for which the Insurers in accordance with the terms and conditions of this Policy would otherwise be liable.
  - C. Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.  
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  - D. Insurer shall not be liable for the amount shown as the applicable Excess in the Schedule, being the first amount of each and every claim. For the purpose of this sub-clause (D) "claim" shall be deemed to include compensatory awards or damages, claimants' costs, fees and expenses and associated Defence costs.
  - E. The Policy shall not apply to nor indemnify any Insured domiciled and/or registered in the United States of America and/or any country which operates under the laws of the United States of America, other than in respect of sales offices of the Insured where prior agreement has been sought from the Insurers.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.