

Form #AE9 (Rev. October 30, 2012)
U.S.A Jurisdiction Clause

It is hereby understood and agreed that:

- 1.) In respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America (or any order made anywhere in the world to enforce such judgment, award, payment or settlement), the following additional terms and exclusions shall apply:
 - 1.1 The Limits of Insurance and Aggregate Limit are inclusive of all defense costs, fees, charges, expenses and supplementary payments.
 - 1.2 This insurance does not apply to awards or damages of a punitive, exemplary or aggravated nature whether in the form of fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
- 2.) Item 1.12 of the Policy is amended to read as follows:
This **POLICY** only applies to any **CLAIMS** brought against the **INSURED** under the laws of Canada and United States of America (including its territories and possessions). Under the laws of any other jurisdiction, the **UNDERWRITERS'** have no obligation to defend or continue to defend any **CLAIMS**.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. This Endorsement attaches to and forms part of the Policy.

SAMPLE