



Terrorism Exclusion

Refer to Supplemental Declarations if information is not shown on this form.

The exclusion under this endorsement is subject to the *terms* contained in the Liability coverage.

This exclusion applies only to insured loss(es) caused by an *act of terrorism* as defined in Section 102(1) of the Terrorism Risk Insurance Act, as amended in 2007 (the *Act*).

WHAT WE DO NOT PAY FOR.

We do not pay for any actual or alleged loss or damage caused directly or indirectly by an *act of terrorism*. This loss or damage is excluded regardless of any other cause or event that acts in any sequence to the loss or damage or contributes concurrently to the loss or damage.

ADDITIONAL DEFINITIONS.

- A. The term *act of terrorism* means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and Attorney General of the United States:
- i. to be an *act of terrorism*;
 - ii. to be a violent act or act that is dangerous to:
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - iii. to have resulted in damage within the United States, or outside the United States in the case of:
 - (I) an air carrier or vessel described in the *Act*;
 - (II) the premises of a United States mission;
 - iv. to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, the term insured loss means any loss resulting from an *act of terrorism* including an act of war in the case of workers' compensation.

In connection with both insured losses under the *Act* and losses other than insured losses under the *Act*, no terrorism exclusion or limitation is permitted to the extent that coverage is otherwise required under the Insurance Law. Accordingly, no such exclusion or limitation is permissible for coverage with respect to the peril of fire that is subject to Insurance Law Section 3404; motor vehicle liability policies satisfying the financial responsibility requirements of the Vehicle and Traffic Law, including no-fault coverage; and workers' compensation insurance. An *insured* cannot voluntarily waive this statutorily mandated coverage.

The *terms* of this coverage are not intended to provide coverage for any loss or damage that would be otherwise excluded under this Policy by any other exclusion(s) that address war, military action or nuclear hazards.

All other *terms* and conditions remain unchanged.