

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**CONSUMER PRODUCT RECALL INSURANCE  
CONTAMINATED PRODUCTS INSURANCE  
FOODBORNE ILLNESS AND CONTAMINATION INSURANCE**

- SECTION III—EXCLUSIONS, the Terrorism exclusion is deleted in its entirety and replaced by the following:

Terrorism

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**. However, this exclusion applies only when one or more of the following are attributed to such act:

- The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, this exclusion does not apply to **Malicious Product Tampering, Product Extortion Demand** or **Extortion Demand**.

- The following are added to SECTION II—DEFINITIONS:

- For the purposes of this endorsement, any **injury or damage** means any **injury or damage** covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to **Insured Losses** as may be defined in any applicable Coverage Part.
- Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act as amended. The criteria contained in the Terrorism Risk Insurance for a **certified act of terrorism** include the following:

- (1) The act resulted in **Insured Losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

(2) The act is violent act or an act that is dangerous to human life, property or infrastructure and is 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.

3. The following is added to SECTION IV—GENERAL CONDITIONS:

- a. If aggregate losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- b. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by a Nuclear Hazard Exclusion or War Exclusion.

All other terms and conditions remain unchanged.

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AUTHORIZED REPRESENTATIVE

DATE