CONDITIONAL EXCLUSION OF TERRORISM (RELATING  
TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT)

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This endorsement modifies insurance provided under the following:

CRIME AND FIDELITY COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. When the federal Terrorism Risk Insurance Program ("Program") established by the Terrorism Risk Insurance Act terminates with respect to the other Coverage Forms and Coverage Parts contained in this Policy, then the provisions of this endorsement apply with respect to the Crime And Fidelity Coverage Part. Such provisions:

a. Supersede any terrorism endorsement already endorsed to this Policy, that addresses a "certified act of terrorism" and/or an "other act of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

2. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this Policy, that addresses a "certified act of terrorism" and/or an "other act of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence;

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following apply:

a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

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2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material;

4. Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the "terrorism" was to release such material; or

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Paragraph **C.5.,** the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

D. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of Paragraphs C.1. through C.4. above, such exclusion applies without regard to the Nuclear, Biological Or Chemical Hazard Exclusion in this Coverage Part.

2. 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 or damage which would otherwise be excluded under this Coverage Part, such as losses excluded by the Nuclear, Biological Or Chemical Hazard Exclusion or the War And Military Action Exclusion.