

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART I - PROPERTY

- A.** Coverage is provided by this insurance for direct physical loss or damage to Covered Property caused by or resulting from "certified acts of terrorism" that occur within the United States, its territories and possessions.
- 1.** A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act of a "certified act of terrorism" include the following:
 - a.** 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
 - b.** The act is a 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.
 - 2.** If aggregate insured losses attributable to terrorist acts certified under the Federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds the \$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 following exclusions are added to paragraph **B.**, Exclusions.

This insurance does not apply to:

1. Nuclear, Biological, Chemical, or Radiological (NBCR) Loss or Damage

Direct physical loss or damage to Covered Property caused directly or indirectly by a "certified act of terrorism" or "other act of terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to the loss and results from:

- a.** 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; or
- b.** Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
- c.** The dispersal or application of pathogenic or poisonous biological or chemical material; or
- d.** Pathogenic or poisonous biological or chemical material is released and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of paragraph **B.1.a.** or **B.1.b.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in the Causes of Loss Forms or the Inland Marine Coverage Forms making up this policy.

2. Other Acts of Terrorism

Direct physical loss or damage to Covered Property caused directly or indirectly by an “other act of terrorism”. “Other acts of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and also involves the

- a. Use or threat of force or violence; or
- b. Commission or threat of dangerous act; or
- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

the act is not a “certified act of terrorism”.

Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have related purpose or common leadership shall be considered one incident.

C. Exception Covering Certain Fire Losses

For states shown in the Schedule below, if a “certified act of terrorism” or “other act of terrorism” excluded in paragraphs **B.1.** or **B.2.**, above results in fire, we will pay for the loss or damage caused by that fire subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms.

SCHEDULE

State	Coverage Form

D. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the Nuclear Hazard Exclusions or the War and Military Action Exclusion.

All other terms and conditions of this policy remain unchanged.