



**AMENDATORY ENDORSEMENT - LOUISIANA
(General Terms and Conditions)**

In consideration of the premium, the General Terms and Conditions is amended as follows:

I. Section III, Definitions is amended as follows:

A. The following new definitions are added:

Certified act of terrorism means a **terrorist act** that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act 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 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.

Domestic partner means any person qualifying as such under any federal, state or local laws.

Non-certified act of terrorism means a **terrorist act** that is not a **certified act of terrorism** including, but not limited to, **terrorist acts** that are not certified solely because resulting property and casualty insurance losses in the aggregate are less than \$5,000,000.

Nuclear, radioactive, pathogenic, or poisonous act means a **terrorist act** which:

- (i) involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- (ii) is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (iii) results in the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the **terrorist act** was to release such material.

Serious physical injury means:

- (i) physical injury that involves a substantial risk of death;
- (ii) protracted and obvious physical disfigurement; or
- (iii) protracted loss of or impairment of the function of a bodily member or organ.

Terrorist act means activities against persons, organizations or property of any nature:

- (i) That involve the commission of, threat of, or preparation for the following:
 - (a) Use of force or violence; or
 - (b) An act that is dangerous to human life, property or infrastructure; or
 - (c) An act that interferes with or disrupts an electronic, communication, information or mechanical system; and



- (ii) 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.
- (iii) does not include vandalism, malicious mischief, or riot.

B. The definition of **Insured** is deleted and replaced with the following:

Insured has the meaning set forth in each Coverage Part. **Insured** will also include any: (i) assigns, estates, heirs, or legal representatives of any natural person **insured** in their capacity as such, provided such **insured** is deceased or legally incompetent; or (ii) a spouse or **domestic partner** of an **insured** in his/her/their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error, omission, injury or damages caused by an estate, heir, legal representative, assign, spouse or **domestic partner**.

C. The definition of **Pollutants** is deleted and replaced with the following:

Pollutants means any substance as or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign counterpart. **Pollutants** include, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed).

D. The definition of **Pollution** is deleted.

E. The definition of **war** is deleted and replaced with the following:

War means any war (declared or otherwise), warlike operation, hostilities, invasion, popular or military uprising or activities, insurrection, rebellion, revolution, **certified act(s) of terrorism**, or **non-certified act(s) of terrorism** by an individual or group or any action taken by governmental authorities in hindering or defending against any of these.

II. Section IV, Exclusions Applicable To All Coverage Parts is amended as follows:

A. The exclusion entitled, Employer's Liability, is deleted and replaced with the following:

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

EMPLOYER'S LIABILITY

based on, or arising out of, any actual or alleged **bodily injury** to any **employee** (other than an **employee** who is a volunteer) during the course of his/her/their employment with the **insured**; or injury to the spouse, **domestic partner**, child, parent, or sibling of such **employee** as a consequence of such **bodily injury**. This exclusion will apply whether the **insured** may be liable as an employer or in any other capacity or to any obligation to share **damages** or repay any person or entity obligated to pay **damages** because of the **bodily injury**;

B. The exclusion entitled, Pollution, is deleted and replaced with the following:

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

Based on, arising out of, or in any way involving, in whole or in part:



- (i) any actual or alleged violation of the responsibilities, obligations or duties imposed by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); the Resource Conservation and Recovery Act (RCRA); the Clean Air Act (CAA); the Clean Water Act (CWA); or any other similar federal, state or local law or regulation by any **insured** or others for whom the **insured** may be held responsible; or
- (ii) any loss, cost or expense arising out of any:
 - (a) request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - (b) **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**;

C. The exclusion entitled, War, is deleted and replaced with the following:

WAR

based on or arising out of **war**; provided:

This exclusion will apply to **certified acts of terrorism** and **non-certified acts of terrorism** only where:

- (a) such act(s) qualifies as a **nuclear, radioactive, pathogenic, or poisonous act**; or
- (b) total industry-wide property and casualty losses exceed \$25 million for **terrorist acts** or **related terrorist acts** within a 72-hour period; or
- (c) fifty or more persons sustain death or **serious physical injury** as a result of **terrorist acts** or **related terrorist acts**.

III. The first sentence of Paragraph A, Duty to Defend, set forth in Section V, Duty To Defend And Exhaustion of Limits is deleted and replaced with the following:

We have the right and duty to defend any covered **claim**, even if the allegations are groundless, false or fraudulent. We will have no duty to defend a **claim** if all of its allegations are outside the coverage, or excluded, by this insurance.

IV. Paragraph (d) of Section VI, Assistance and Cooperation, is deleted and replaced with the following:

- (d) not be liable for any **claims, damages, defense costs**, loss or any other fees, costs or expenses that we are unable to investigate or defend due to the acts or omissions of any **insured**, including any resulting **damages** from a final default judgment.

Our liability will be reduced and offset by the amount that the insured's action or inaction has prejudiced us in the presentation of a defense or has caused us to incur additional **damages**, loss, costs (including **defense costs**) or expense, not limited to, costs and expense to set aside a default judgment.

V. The last paragraph of paragraph B, Purchased Extended Reporting Period set forth in Section VIII, Extended Reporting Period is deleted and replaced with the following:

Any premium for an **extended reporting period** must be paid in full prior to the beginning of the **extended reporting period**.

VI. Section XI, Application is deleted and replaced with the following:



In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, that is false, made with intent to deceive, and is material to the risk, we reserve the right to cancel or rescind this policy.

VII. Section XII, Subrogation and Recoupment is deleted and replaced with the following:

If we pay any **damages, defense costs**, loss or any other fees, costs or expenses under this policy, we will be subrogated to your rights of recovery thereof. We will be subrogated up to the amount of our payment under this policy and anything in excess of that amount belongs to you. We will not subrogate against you. Notwithstanding the above, our rights to recover under this provision are subordinate to your right to be fully compensated.

VIII. Section XXI, Action Against the Company is deleted and replaced with the following:

A person or organization may bring a legal action against us including, but not limited to, a legal action to recover on an "agreed settlement" or on a final judgment against the **insured**. We will not be liable for damages that are not payable under the terms of the policy or that are in excess of the applicable Limit of Liability. An "agreed settlement" means a settlement or compromise of a **claim** negotiated by us, provided a release of liability is signed by us, the **insured**, and the claimant or the claimant's legal representative.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.