

**WAR AND MILITARY ACTION EXCLUSION;  
PROPERTY BIOLOGICAL AND CHEMICAL NON-CERTIFIED  
ACT OF TERRORISM EXCLUSION;  
LIABILITY NUCLEAR, BIOLOGICAL, AND CHEMICAL NON-CERTIFIED  
ACT OF TERRORISM EXCLUSION**

**COMMON POLICY DEFINITIONS**

1. The following definitions are added.

- a. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:
  - 1) is committed by an individual or individuals; and
  - 2) 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
  - 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Act of 2002 or any amendments thereto.
- b. "Non-certified terrorism loss" means any loss that results from a "non-certified act of terrorism".

**COMMERCIAL LIABILITY COVERAGES**

2. The exclusion relating to injury or damage that arises out of war is deleted and replaced by the following:

**WAR AND MILITARY ACTION EXCLUSION**

"We" will not pay for any injury or damage caused directly or indirectly by the following. If the injury or damage is caused by a chain of events, and the dominant cause of such injury or damage is not otherwise excluded, "we" will not deny coverage on the basis that a secondary cause of the injury or damage is excluded under this insurance.

- a. War, including undeclared or civil war; or
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
3. The following Non-certified Act of Terrorism Exclusion is added. The Non-certified Act of Terrorism Exclusion applies only to any incident of "non-certified terrorism loss":
- a. that involves the use, release, or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - b. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, the Non-certified Act of Terrorism Exclusion does not apply to any loss that results from an act that is not certified by the Secretary of the Treasury to be an act of terrorism solely because the property and casualty insurance losses resulting from that act do not exceed \$5,000,000 in the aggregate.

#### **NON-CERTIFIED ACT OF TERRORISM EXCLUSION**

"We" will not pay for any injury or damage caused directly or indirectly by a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". If the injury or damage is caused by a chain of events, and the dominant cause of such injury or damage is not otherwise excluded, "we" will not deny coverage on the basis that a secondary cause of the injury or damage is excluded under this insurance.

4. The following provision is added.

In the event of any incident of "non-certified terrorism loss" that is not subject to the Non-certified Act of Terrorism Exclusion, coverage does not apply to any injury or damage that is otherwise excluded under the Commercial Liability Coverages section of this policy.

#### **PROPERTY COVERAGES**

5. Under Perils Excluded, the War Exclusion, wherever it appears, is deleted and replaced by the following:

#### **WAR AND MILITARY ACTION EXCLUSION**

"We" will not pay for loss or damage caused directly or indirectly by the following. A loss may be caused by a chain of causes. If a covered peril is the dominant cause of such a loss, "we" will not deny coverage on the basis that a secondary cause in that chain is not a covered peril.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

6. The following Non-certified Act of Terrorism Exclusion is added. The Non-certified Act of Terrorism Exclusion applies only to an incident of "non-certified terrorism loss":
- a. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - b. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, the Non-certified Act of Terrorism Exclusion does not apply to any loss that results from an act that is not certified by the Secretary of the Treasury to be an act of terrorism solely because the property and casualty insurance losses resulting from that act do not exceed \$5,000,000 in the aggregate.

#### **NON-CERTIFIED ACT OF TERRORISM EXCLUSION**

"We" will not pay for loss or damage caused directly or indirectly by a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". A loss may be caused by a chain of causes. If a covered peril is the dominant cause of such a loss, "we" will not deny coverage on the basis that a secondary cause in that chain is not a covered peril.

7. The following provisions are added.
- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Property Coverages section of this policy provide coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:
    - 1) exclusions that address war, military action, or nuclear hazard; or
    - 2) any other exclusion; and
  - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:
    - 1) exclusions that address war, military action, or nuclear hazard; or
    - 2) any other exclusion.

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