

## **New Zealand Endorsement**

## **UE0517 DUAL New Zealand Jurisdictional Exclusion Endorsement**

It is agreed that this policy is amended to include the following Exclusion:

The Insurer shall not indemnify any Insured, policyholder, Insured Person/s or any other party, for any claim, investigation, injury, property damage, loss, fees, costs, expenses, liability, fines, penalties, damages, compensation, judgment sums, settlement sums, legal obligation or any other amounts of any kind whatsoever:

- (i) in respect of any court order, judgment, award, payment, costs and expenses or settlement delivered, made or incurred or arising from or in connection with:
  - (a) a court of law (or equivalent) within any of the Territories; or
  - (b) any Arbitration, Mediation or Adjudication (or any other dispute resolution process) within any of the **Territories**; or
  - (c) any court of law or dispute resolution process operating under the laws of any of the **Territories**; or
- (ii) in respect of any order made anywhere in the world to enforce any court order, judgment, award, payment, costs and expenses or settlement either in whole or in part arising out of (i) above; or
- (iii) incurred by or resulting from activities that involve or benefit either directly or indirectly the Government or State of any of the **Territories**, or where the payment of such indemnity by the Insurer will benefit either directly or indirectly the Government or State of any of the **Territories**; or
- (iv) agreed or incurred, prior to, during or subsequent to any matters referred to in (i) and/or (ii) above being brought by, or to the benefit of persons and/or **Entities** that are resident in any of the **Territories**.

In this Endorsement only, the following expressions in bold type have the following meanings:

**Entities** means any company, direct or indirect holding company owned or controlled (either in whole or in part) either directly or indirectly by the Government or State of any of the **Territories**.

**Territories** means Belarus, Russia, any disputed Russian territories, including but not limited to, Donetsk Region, Luhansk Region, Crimea Region.

This Endorsement overrides all other policy terms and conditions, including any terms, conditions or endorsements included on the schedule.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.