

WAR, CONFISCATION, RIOT, AND TERRORISM EXCLUSION ENDORSEMENT

This (re)insurance excludes any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) any actual or threatened war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military action or usurpation of power; or
- (2) any confiscation, expropriation, nationalisation, deprivation, requisition, or detention, by or under the order of any government (whether civil, military or de facto) or public or local authority that deprives the (re)insured or a claimant of the use or value of its property; or
- (3) any riot, strike, protest, lockout, civil commotion, civil disturbance, or vandalism; or
- (4) any act of terrorism; or
- (5) any action taken in controlling, preventing, suppressing or in any way relating to any of the above ((1) to (4)).

For the purposes of this endorsement:

an act of terrorism means an act including, but not limited to, the use of force or violence and / or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

If the (re)insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this (re)insurance, the burden of proving the contrary shall be on the (re)insured.

In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

LMA5653
17 July 2024