

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ALTRU
EXCLUSION OF CERTIFIED ACTS OF
TERRORISM AND OTHER ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY - (DUTY TO DEFEND)

A. This Policy does not apply to, and the **Insurer** has no obligation to pay for, investigate, settle, or defend, any **Claim** for:

1. Terrorism

- a.** Any payment for **Loss** as a result of a **Claim** made against an **Insured Person** or, with respect to Coverage C, the **Organization**, caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with:
 - i.** An **Act of Terrorism**, including action in hindering, controlling preventing, suppressing, retaliating against, responding to or defending against an actual or expected **Act of Terrorism**. Such **Loss** is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the **Loss** or
 - ii.** A **Certified Act of Terrorism**. Such **Loss** is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the **Loss**.
- b.** This exclusion also applies to an **Act of Terrorism** or a **Certified Act of Terrorism**:
 - i.** That involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - ii.** That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - iii.** 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.
- c.** In the event **Act of Terrorism** or **Certified Act of Terrorism** involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

B. The following definitions are added:

- 1.** An **Act of Terrorism** means activities against persons, organizations or property of any nature:
 - a.** That involves the following or preparation for the following:
 - I.** Use or threat of force or violence; or
 - II.** Commission or threat of a dangerous act; or
 - III.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- b. When one or both of the following applies:
 - i. The effect is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or to further political, ideological, religious, social, economic or similar objectives or to express (or express opposition to) a philosophy or ideology,

regardless of the amount of damages or losses.

2. 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 of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a “certified act of terrorism”:

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or any act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: