

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE B – PERSONAL INJURY LIABILITY ONLY  
(OCCURRENCE VERSION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (Occurrence Version)

- A. The Declarations Page(s) are changed to replace "Personal and Advertising Injury" with "Personal Injury".
- B. The following replaces **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**COVERAGE B PERSONAL INJURY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A or B** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

- b. This insurance applies to "personal injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. **Material Published With Knowledge Of Falsity**  
"Personal injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- b. **Material Published Prior To Policy Period**  
"Personal injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- c. **Criminal Acts**  
"Personal injury" arising out of a criminal act committed by or at the direction of the insured.
- d. **Contractual Liability**  
"Personal injury" for which the insured has assumed liability in a contract or agreement, but this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**e. Pollution**

"Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**f. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) 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
- (2) Claim or suit 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".

**g. Knowing Violation Of Rights Of Another**

"Personal injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury".

**h. Insureds In Media And Internet Type Businesses**

"Personal injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of "personal injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**i. Electronic Chatrooms Or Bulletin Boards**

"Personal injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**j. Unauthorized Use Of Another's Name Or Product**

"Personal injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**k. War**

"Personal injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**l. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COMMERCIAL GENERAL LIABILITY

- C. Paragraph 4. of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:
4. Subject to 2. above, The Personal Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal injury" sustained by any one person or organization.
- D. **SECTION V – DEFINITIONS** is amended as follows:
1. The definition for "Personal and Advertising Injury" is deleted and replaced with the following:  
"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
    - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
    - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
  2. The definition for "pollutants" is deleted and replaced by the following:  
"Pollutants" means any solid, liquid, gaseous, or thermal irritant, contaminant, hazardous substances or waste, including but not limited to, smoke, carbon monoxide, vapors, soot, dust, fumes, acids, alkalis, oil or other petroleum substances, and chemicals. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of the policy remain unchanged.