



PERSONAL AND ADVERTISING INJURY LIABILITY

For Use With Businessowners

This endorsement is attached to and made a part of *your* Businessowners Coverage form.
Refer to the Declarations if information is not shown on this form.
The coverage under this endorsement is subject to the *terms* contained in *your* policy.

1. DEFINITIONS

The following definitions apply to this policy form:

- a. **Bulletin board** means an electronic board for the posting of bulletins, notices or announcements.
- b. **Chat room** means a branch of a computer network in which participants can engage in real-time discussion with one another.
- c. **Cyber bullying** means using the internet, cell phones or other digital devices to harm others by name calling, teasing, spreading false rumors or gossip, threats, aggression, or otherwise harm others or their reputation.
- d. **Gripe site** means electronic websites that criticize a product, service, person or organization.
- e. **Personal and advertising injury** means injury, including consequential injury, arising out of these offenses:
 - 1) False arrest, detention, imprisonment or malicious prosecution;
 - 2) Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of any residential premises or part thereof a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - 3) Oral or written publication of any kind and in any manner that defames a person or organization by slander or libel or disparages that person's or organization's reputation, work, goods, products or services;
 - 4) Oral or written publication of any kind and in any manner that violates a person's right to privacy;
 - 5) The use of another's advertising idea in *your* advertisement; and
 - 6) Infringing upon another's copyright, trade dress or slogan in *your* advertisement.
- f. **Social media** means the interaction among people in which they create, share or exchange information and ideas in virtual communities and networks using mobile or web-based technologies.

2. WHAT WE PAY FOR

We pay on behalf of the *insured* for each *occurrence* of an offense resulting in *personal and advertising injury* arising from *your business* for which the *insured* is legally obligated to pay damages. Coverage is provided for an offense committed by the *insured* in the conduct of the *insured's business*, provided the offense is committed in the coverage territory of the United States, during the policy period.

This coverage is an extension of Coverage L and is subject to the each *occurrence* limit of liability and the aggregate limit of liability set forth in the Declarations. Any claims paid for *personal and advertising injury* will reduce the Coverage L each *occurrence* limit of liability and the available aggregate limit of liability. Refer to the General Liability Coverage form on *your* policy for additional *terms*, exclusions and conditions.

3. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Access or disclosure of confidential or personal information and *electronic data* related liability;
- b. Any knowing violation of the rights of another caused by or at the direction of an *insured* with the knowledge that it would violate the rights of another and inflict *personal and advertising injury*;
- c. The willful violation of a penal statute or ordinance committed by, or with the knowledge or consent of any person or organization covered by this policy;
- d. Any criminal act by, at the direction of, or with the knowledge or consent of any person or organization covered by this policy;

- e. Any publication or utterance, in any manner, concerning any organization or **business** enterprise (or its products or services) made by, or at the direction of any person or organization covered by this policy, with knowledge of its falsity;
- f. Any publication or utterance, in any manner, arising out of oral or written publication of material whose first publication took place prior to the start of the policy period;
- g. Assumption by an **insured** in a contract or agreement for liability arising out of **personal and advertising injury**. This does not apply to liability an **insured** would have had in the absence of the contract or agreement;
- h. Breach of contract by an **insured**, except an implied contract to use the advertising idea of another in **your** advertisement;
- i. Failure of goods, products, or services to conform with any statement of quality or performance set forth in **your** advertisement;
- j. The wrong description of the price of goods, products or services in an advertisement;
- k. An offense by an **insured** in the **business** of media, advertising, broadcasting, publishing, or telecasting, website design, or an internet search, access, content or service provider;
- l. Electronic **chat rooms, bulletin boards, gripe sites, social media** or other electronic forums that an **insured** hosts or owns, or has the control or authority to update;
- m. Arising out of the infringement of copyright, patent, trademark, trade secrets or other intellectual property rights by an **insured** but other intellectual property rights do not include the use of another's advertising idea in **your** advertisement;
- n. The unauthorized use of another's name or product in **your** e-mail address, domain name or metatags or tactics of a similar nature to mislead another's potential customers;
- o. Recording or distribution of material or information in violation of law including any federal, state, or local statute, ordinance or regulation, including any amendment thereto, that prohibits or limits the printing, production, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- p. **Cyber bullying**.

All other **terms** and conditions remain unchanged.