PERSONAL INJURY ENDORSEMENT

The coverage under this endorsement is subject to the ***terms*** contained in ***your*** policy.

DEFINITIONS

The following definitions apply to this policy form:

1. ***Bulletin board*** means an electronic board for the posting of bulletins, notices or announcements.
2. ***Chat room*** means a branch of a computer network in which participants can engage in real-time discussion with one another.
3. ***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.
4. ***Gripe site*** means electronic websites that criticize a product, service, person or organization.
5. ***Personal injury*** means injury arising out of these offenses committed during the policy period:
   a. False arrest, detention, imprisonment or malicious prosecution;
   b. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of any residential premises or part thereof that a person occupies, committed by or on behalf of the owner, landlord or lessor;
   c. 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; or
   d. Oral or written publication, of any kind, and in any manner, that violates a person's right to privacy.
6. ***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.

WHAT *WE* PAY FOR

Any ***personal injury*** coverage contained in ***your*** policy is deleted and replaced and the following coverage is added to Coverage L:

1. ***We*** pay those sums when the ***insured*** is legally obligated to pay damages because of ***personal injury*** to which this coverage applies.

EXCLUSIONS

This insurance does not apply to ***personal injury***:

1. Resulting from liability assumed by an ***insured*** under any contract or agreement. However, this exclusion does not apply to liability an ***insured*** would have had in the absence of the contract or agreement;
2. Resulting from the willful violation of a law or ordinance by an ***insured***, at the direction of an ***insured***, or with the consent of an ***insured***;
3. To a person resulting from an offense directly or indirectly related to the person's employment by an ***insured***;
4. Caused by a publication, statement, or act, in any manner, which first took place before the effective date of this policy;
5. Caused by a publication or statement, in any manner, made by an ***insured***, at the direction of an ***insured***, or with the consent of an ***insured***, if the ***insured*** knew or had reason to believe that the publication or statement was false;
6. Caused by an ***insured***, at the direction of an ***insured***, or with the consent of an ***insured***, with the knowledge that the act would violate the rights of another in the course of inflicting ***personal injury***;
7. Resulting from ***business*** activities of an ***insured*** conducted on the ***insured premises***, whether or not the ***business*** is owned or operated by an ***insured*** or employs an ***insured***. However, this exclusion does not apply to:
   a. The occasional rental of the portion of the ***insured premises*** normally occupied by ***you***, exclusively for residential purposes;
   b. The rental of any other portion of the ***insured premises*** for residential purposes, however, no family unit may include more than two roomers or boarders;
   c. The rental of a portion of the ***insured premises*** as a school, studio, office or private garage;
   d. Incidental activities normally performed by minors; or
   e. Activities in conjunction with ***business*** pursuits which are ordinarily considered ***non-business*** in nature;

© 2024 URB®

8. Resulting from 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. However, this exclusion does not apply to ***personal injury*** arising from content posted by an ***insured*** or provided by an ***insured*** for posting by third parties to a web site, blog or other electronic forum;
9. Resulting from criminal behavior by an ***insured***, at the direction of an ***insured***, or with the consent of an ***insured***;
10. Resulting from civic duties or public activities performed for pay by an ***insured***;
11. To an ***insured***, and this exclusion also applies to any claim made or suit brought against an ***insured*** to repay or share damages with another person who may be obligated to pay damages because of ***personal injury*** to an ***insured***; or
12. Resulting from ***cyber bullying***.

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

© 2024 URB®