COVERAGE P-*PERSONAL AND ADVERTISING INJURY* LIABILITY

~~Refer to Supplemental Declarations if information is not shown on this form.~~
~~For an additional premium, *we* provide coverage under this~~This endorsement is subject to the ***terms*** contained in ~~the~~ ***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. ***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

We pay those sums when the ***insured*** is legally obligated to pay damages because of ***personal and advertising injury*** to which this coverage applies.
We have the right and duty to defend the ***insured*** against any ***suit*** seeking such damages, even if any of the allegations of the ***suit*** are groundless, false or fraudulent, provided the ***suit*** originates from ***personal and advertising injury*** not otherwise excluded. ***We*** may make, at ***our*** option, any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. However, the amount ***we*** pay for damages will be limited as described in the How Much ***We*** Pay For Loss Or Claim section of the General Liability Coverage. ***We*** are not obligated to provide a defense, after ***we*** have paid, either by judgment or settlement, an amount equal to ***our*** limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments section of the General Liability Coverage. Coverage P-***Personal And Advertising Injury*** applies only if ***personal and advertising injury*** is caused by an offense which takes place during the policy period and in the ***coverage territory***.
~~This endorsement forms a part of the policy identified below:~~

~~Policy No. _____.~~
~~***Named Insured*** _____.~~
~~HOW MUCH~~

WHAT *WE* DO NOT PAY FOR ~~LOSS OR CLAIM FOR PERSONAL INJURY~~

~~Coverage P is extended to include ***Personal Injury***. The Limit of Liability stated in the Declarations or on this endorsement applies to~~ These exclusions apply to Coverage P-***Personal And Advertising Injury***.~~

~~The Limits of~~ Liability ~~for Coverage P Personal Injury are shown below~~.

~~_____ Limits of Liability~~

~~_____ $ _____ each ***occurrence***~~

~~_____ $ _____ aggregate~~

~~WHAT *WE* PAY FOR~~

We ~~pay for ***personal injury*** which arises out of one or more of the following offenses committed in the conduct of the ***named insured's business***:~~
~~(a) false arrest, detention or imprisonment, or malicious prosecution;~~

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~~(b) the publication or utterance of a libel or slander, or of other defamatory or disparaging material or a publication or utterance in violation of an individual's right of privacy. Excepted are publications or utterances, in the course of or related to advertising, broadcasting, publishing, printing, printing services or telecasting activities conducted by, or on behalf of the ***named insured***;~~

~~(c) wrongful entry or eviction, or other invasion of the right of private occupancy.~~

~~WHAT *WE* DO NOT PAY FOR~~

~~In addition to any other limitation or exclusion in ***your*** policy, ***we***~~ do not pay for ***personal and advertising injury*** ~~arising out of the following~~:

~~(~~1~~)~~. **Abuse Or Harassment**-Arising out of:

a. The actual, alleged or threatened abuse, harassment or molestation by anyone of any person in the ~~willful~~care, custody or control of any ***insured***; or

b. Claims against an ***insured*** alleging negligence or other wrongdoing in the supervision, employment, investigation, retention or reporting to the proper authorities, including the failure to report, of a person whose actions would be excluded by 1) above.

2. **Access Or Disclosure**-Arising out of access to or disclosure of confidential, personal or ***business*** information, including but not limited to, patents, trade secrets, processing and manufacturing methods, client details, financial data, credit card data, health data or any nonpublic information. This exclusion also applies for any costs and expenses claimed or incurred as a result of access to or disclosure of another's confidential, personal or ***business*** information.
3. **Breach of Contract**-Arising out of a breach of contract by an ***insured***, except an implied contract to use the advertising idea of another in ***your*** advertisement.
4. **Contractual Liability**-Arising out of liability assumed by the ***insured*** under any contract or agreement. This exclusion does not apply to liability for damages that the ***insured*** would have in the absence of the contract or agreement.
5. **Criminal Activity**-Arising directly or indirectly out of instances or allegations of criminal activity by an ***insured***, at the direction of an ***insured***, or by an ***employee*** of an ***insured***.
6. ***Cyber Bullying***-Arising directly or indirectly out of instances or allegations of ***cyber bullying***.
7. **Discrimination**-Resulting from the actual or alleged discrimination of any person based on age, color, creed, ethnicity, gender, physical or mental disability or infirmity, race, religious preference, sexual orientation or other similar discrimination.
8. **Electronic Communications**-Arising out of 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.
9. **Employment Practices**-
   a. To a person arising out of any actual, alleged or threatened:
      1) Refusal to employ such person;
      2) Termination of employment of such person; or
      3) Policies, practices, acts or omissions in the workplace including, but not limited to, coercion, defamation, demotion, evaluation, discipline, harassment, humiliation, intimidation, interference with contract or pension rights, forced transfer, reassignment or reprisal, discrimination or malicious prosecution related to the employment of such person.
   b. To a spouse, child, parent, or sibling of such person as a consequence of the offense which occurred as described in 1) above.

   This exclusion applies to all claims and ***suits*** for ***personal and advertising injury*** by such person for damages whether:
      1) The offense described in 1) above is alleged to have occurred before employment, during employment or after employment ceases of such person; or
      2) The ***insured*** may be liable as an employer or in any other capacity because of ***personal and advertising injury***, including damages for care and loss of services, and to any obligation of the ***insured*** to indemnify or contribute with another because of damages arising out of such offense.
10. **Failure To Conform**-Arising out of the failure of goods, products, or services to conform with any statement of quality or performance set forth in ***your*** advertisement.
11. **Intellectual Property Rights**-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.

    This exclusion does not apply to infringing upon another's copyright, trade dress or slogan in ***your***

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advertisement.

12. **Knowing Violation**-Arising out of any knowing violation of ~~a penal statute or ordinance committed by, or~~ the rights of another caused by or at the direction of an ***insured*** with the knowledge ~~or consent of any person or organization covered by this insurance;~~that it would violate the rights of another and inflict ***personal and advertising injury***.

~~(2) any publication or utterance, if the first injurious publication or utterance of the same or similar material by ***you***, the ***named insured***, or on ***your*** behalf was made prior to the effective date of this insurance;~~

~~(3) a publication or utterance~~ 13. **Knowledge Of Falsity**-Arising out of 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 ~~insurance~~policy, with knowledge of its falsity.

14. **Media And Web Businesses**-Caused by an ***insured*** in the ***business*** of media, advertising, broadcasting, publishing, or telecasting, website design, or an Internet search, access, content or service provider.
    This exclusion does not apply to:
    a. False arrest, detention, imprisonment or malicious prosecution; and
    b. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of any premises or part thereof a person occupies, committed by or on behalf of the owner, landlord or lessor.
15. **Pollution**-
    a. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ***pollutants***; or
    b. From any loss, cost or expense arising out of any:
        1) Request, demand or order; or federal, state, or local statute, ordinance or regulation; that an ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of ***pollutants***; or
        2) Claim or ***suit*** by or on behalf of a governmental authority for damages because of a requirement to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of ***pollutants***.
16. **Prior To Policy Period**-Arising out of 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.
17. **Prohibited Communication**-Arising directly or indirectly out of an act or omission in violation of:
    a. The Telephone Consumer Protection Act (TCPA), including any amendments thereto;
    b. The CAN-SPAM Act of 2003, including any amendments thereto;
    c. The Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACTA), including any other amendments thereto; or
    d. Any other 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.
18. **Unauthorized Use**-Arising out of 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.
19. ***Unmanned Aircraft***-Arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***unmanned aircraft***.
    This exclusion does not apply to:
    a. The use of another's advertising idea in ***your*** advertisement; or
    b. Infringing upon another's copyright, trade dress or slogan in ***your*** advertisement.
20. **War And Military Action**-Arising out of war, including undeclared war or civil war. War and military action also means warlike acts by a military force or military personnel in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents. War and military action also includes insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
21. **Willful Violation Of Statute Or Ordinance**-Arising out of 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.
22. **Wrong Price**-Arising out of the wrong description of the price of goods, products or services in an advertisement.

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

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