HOME OFFICE

WHAT *WE* COVER

In addition to any property or liability coverage otherwise provided by ***your*** policy, ***we*** provide the coverages shown in this policy form. These coverages are subject to the ***terms*** contained in the General Policy Provisions, the Causes of Loss form(s) and, if applicable, the General Liability Coverage form of ***your*** policy. In the event of a conflict between the provisions contained elsewhere in ***your*** policy and this endorsement, the provisions of this endorsement will prevail.

Unless otherwise stated in this policy form, the coverages provided in this policy form are additional insurance.

The amount ***we*** pay for any one covered property loss will not exceed the amount of insurance specified for that loss by this policy form, unless otherwise stated in the Declarations of ***your*** policy. The amount ***we*** pay for any one covered liability loss will not exceed the limit of liability specified for that loss by this policy form, unless otherwise stated in the Declarations of ***your*** policy.

Unless otherwise stated in this policy form, a $500 deductible applies to the property coverages contained in this policy form. If more than one deductible contained in ***your*** policy is applicable to the loss, then the highest of any applicable deductible will prevail.

The following property coverages apply to this policy form:

A. Accounts Receivable
B. ***Business*** Credit Card, Debit Card, Forgery And Counterfeit ***Money***
C. ***Business*** Property Of Others And Customer Goods
D. Computer Information Systems Coverage
E. Debris Removal
F. ***Loss Of Income***
G. ***Money*** And ***Securities***
H. Valuable Papers And Records
I. While Away From The ***Insured Premises***

The following liability coverages apply to this policy form:

A. Coverage M-Medical Payments
B. Coverage P-***Personal*** ~~***and***~~***And*** ***Advertising Injury*** Liability

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. ***Computer hardware*** means machinery or equipment that is programmable or used to store, process and retrieve data, including any component parts and related peripheral equipment that provides for data transmission or printing.
4. ***Cyber bullying*** means using the ~~internet~~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.
5. ***Gripe site*** means electronic websites that criticize a product, service, person or organization.
6. ***Loss of income*** means the income ***your business*** could reasonably be expected to have earned during the ***period of restoration*** if no covered property loss had occurred less any income ***your business*** actually earned. ***Loss of income*** does not include charges and expenses which do not necessarily continue during the time of interruption. Coverage also applies to expenses ***you*** incur to reduce ***loss of income***, however, only to the extent that they actually reduce ***your loss of income***.

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7. ***Medical ~~expense~~expenses*** means ~~expenses for~~ reasonable and necessary ~~medical~~expenses for:
   a. Medical, surgical, x-ray, ambulance, hospital, ~~prescriptions,~~ professional nursing, funeral ~~costs, prosthetic devices,~~ and dental~~, eyeglasses~~ services;
   b. Eyeglasses, contact lenses, ~~and first~~prosthetic devices and prescriptions; and
   c. First aid at the time of an accident.
8. ***Period of restoration***:
   a. Means the time period that commences 72 hours from the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the ***insured premises***.
   b. Ends at the earliest of:
      1) The date when the loss or damage at the ***insured premises*** should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials; or
      2) The date when ***business*** is resumed at a new permanent location.
   c. Does not include the increased time necessary due to any ordinance or law being enforced.
9. ***Personal and advertising injury*** means injury, including consequential ***bodily injury***, arising out of these offenses:
   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 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;
   d. Oral or written publication, of any kind and in any manner, that violates a person's right to privacy;
   e. The use of another's advertising idea in ***your*** advertisement; ~~and~~or
   f. Infringing upon another's copyright, trade dress or slogan in ***your*** advertisement.
10. ***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.

PROPERTY COVERAGES

A. ACCOUNTS RECEIVABLE

1. **WHAT *WE* PAY FOR**
   We pay up to $1,000 for accidental direct physical loss or damage to ***your*** records of accounts receivable on the ***insured premises*** resulting from a covered cause of loss.
   We pay for:
   a. Any amounts due to ***you*** from ***your*** customers that ***you*** are unable to collect;
   b. Interest charges on any loan ***you*** are required to take out to offset an amount of accounts receivable ***you*** are unable to collect;
   c. Excess collection expenses that become reasonable and necessary as a result of direct loss or damage to ***your*** accounts receivable; and
   d. Any other reasonable expenses ***you*** incur to recreate ***your*** accounts receivable records.

2. **WHAT *WE* DO NOT PAY FOR**
   We do not pay for:
   a. Loss due to bookkeeping, accounting, billing errors or omissions;
   b. Loss for which the proof is solely dependent upon an audit of records or an inventory computation. This will not prevent the use of such procedures in support of a claim for loss which the ***insured*** can prove, through evidence wholly apart from an audit of records or an inventory;
   c. Loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of ***money***, ***securities*** or other property, however, only to the extent of such wrongful giving, taking, obtaining or withholding;
   d. Loss for probable bad debts which would normally have been uncollectible by the ***insured***;
   e. Loss for unearned interest and service charges; or
   f. Loss due to electrical or magnetic damage, disturbance or erasure of electronic recordings, except by lightning.

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3. **DETERMINATION OF RECEIVABLES**
When there is proof that an accounts receivable loss covered by this policy form has occurred, but, the ***insured*** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount will be based on the ***insured's*** monthly statements and will be computed as follows:
   a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
   b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part of, for which the ***insured*** has conducted ***business*** and has furnished monthly statements to ***us***, as compared with such average for the same months of the preceding year;
   c. The amount determined under 3.a. above, multiplied by the percentage calculated under 3.b. above, will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
   d. The amount determined under 3.c. above will be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the ***business*** since the last day of the last fiscal month for which a statement has been rendered.

B. *BUSINESS* CREDIT CARD, DEBIT CARD, FORGERY AND COUNTERFEIT *MONEY*

1. **WHAT *WE* PAY FOR**
The amount of insurance for ***Business*** Credit Card, Debit Card, Forgery And Counterfeit ***Money*** coverage is increased an additional $500 per occurrence and $1,000 per policy period from what is provided in the Incidental Coverages of the General Policy Provisions of ***your*** policy.

   Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

C. *BUSINESS* PROPERTY OF OTHERS AND CUSTOMER GOODS

1. **WHAT *WE* PAY FOR**
Business Property Of Others And Customer Goods provided in the Incidental Coverages of the General Policy Provisions of ***your*** policy is amended to delete the requirement for an 80% or higher coinsurance provision or that the type of policy is indicated as Businessowners. The amount of insurance for this coverage is increased an additional $1,000.

   Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

This coverage is excess over any other applicable insurance.

D. COMPUTER INFORMATION SYSTEMS COVERAGE

1. **WHAT *WE* PAY FOR**
We pay up to $1,000 for accidental direct physical loss or damage resulting from a covered cause of loss to ***computer hardware***, ***electronic data*** and ***media*** while it is located on the ***insured premises***.

   The following additional coverages also apply:
   a. **Utility Interruption**-***We*** pay up to $1,000 for loss or damage to covered property resulting from interruption of electricity from an electric utility source away from the ***insured premises***, when the utility interruption manifests itself in damage to covered ***computer hardware, electronic data*** or ***media*** located on the ***insured premises***.
   b. **Equipment Rental Reimbursement**-***We*** pay up to $1,000 for the cost of renting substitute ***computer hardware*** when ***your computer hardware*** is rendered inoperative by a covered cause of loss. This

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coverage commences 24 hours after a covered cause of loss occurs and the substitute ***computer hardware*** must be comparable to ***your computer hardware***.

c. **Backup Materials-*We*** pay up to $1,000 for loss or damage to ***electronic data*** or ***media*** stored at locations away from the ***insured premises*** resulting from a covered cause of loss.

d. **Equipment Breakdown-*We*** pay up to $1,000 for loss or damage to ***computer hardware, electronic data*** or ***media*** caused by equipment or electrical breakdown, or magnetic injury, when such loss or damage results from a covered cause of loss originating on the ***insured premises***.

2. **WHAT *WE* DO NOT PAY FOR**

We do not pay for:

a. Mainframe computers, servers, and similar equipment that is not portable or transportable in nature;

b. ***Computer hardware***, ***electronic data***, ***media*** or any other property while on lease to or rented to others and away from ***your insured premises***;

c. ***Computer hardware***, ***electronic data***, ***media*** or any other property that constitutes ***your*** merchandise or ***stock***;

d. Accounts, bills, deeds, evidences of debt, records, abstracts, ***money***, ***securities*** or manuscripts, excepting those existing in ***electronic data*** form. Financial documents are covered only as electronic records and not for any monetary or face value;

e. Leased ***computer hardware***, ***electronic data*** or ***media***; or

f. Loss that results from:

1) Programming errors or incorrectly instructing the ***computer hardware*** or ***electronic data***;

2) Damage or error during service or repair, however, if loss or damage by fire or explosion results, ***we*** will pay for the resulting loss or damage caused by such fire or explosion;

3) Delay, loss of market, loss of use, suspension, lapse or cancellation of any lease, license or contract or other indirect or consequential loss, excepting ***loss of income*** as covered in this form;

4) Deterioration, wear and tear, mold, mildew, corrosion, erosion, hidden or latent defect, obsolescence or depreciation; or

5) Any dishonest, fraudulent or criminal act by ***you***, ***your employees***, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others.

E. DEBRIS REMOVAL

1. **WHAT *WE* PAY FOR**

The amount of insurance for Debris Removal coverage is increased an additional 5% from what is provided in the Removal provision of the Incidental Coverages of the General Policy Provisions, when the debris removal expense exceeds 25% of the amount ***we*** pay for the direct loss or damage, or when the loss to property and debris removal combined exceeds the amount of insurance for the property.

Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

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F. *LOSS OF INCOME*

1. **WHAT *WE* PAY FOR**
   We pay for ***loss of income*** up to $5,000 during the ***period of restoration you*** incur when ***your business*** is interrupted by a necessary diminution or suspension of operations at the ***insured premises*** due to accidental direct physical loss or damage resulting from a covered cause of loss. ***You*** will make every reasonable effort to resume complete or partial operations as soon as possible and, where practicable, use substitute facilities and property.

   Loss of income will be determined using:
   a. Net income meaning net profit or loss that would have been earned or incurred before income taxes. For manufacturing risks, net income includes the net sales value of production;
   b. Payroll expenses meaning the amount incurred by ***you*** necessary to resume operations with the same quality of service that existed just before the accidental direct physical loss or damage occurred;
   c. All other necessary operating expenses incurred during the ***period of restoration*** in order to continue ***your business***; and
   d. Any relevant and reliable sources of information applicable to ***your business***.

   Civil Authority-***We*** pay for ***loss of income*** when access to ***your*** place of ***business*** is prohibited by civil authority as a result of accidental direct physical loss or damage from a covered cause of loss to property at other than the ***insured premises***, provided that:
   a. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the ***insured premises*** are within that area but are not more than one mile from the damaged property; and
   b. The action by civil authority is taken in response to dangerous physical conditions that resulted from a covered cause of loss or to enable civil authority to have access to the damaged property.

   Loss of Income coverage for Civil Authority commences 72 hours after the first notice that a decision by civil authority to prohibit access to the ***insured premises*** has taken place.
   Loss of Income coverage for Civil Authority ends at the earlier of six consecutive weeks from when coverage commences, or when the action prohibiting access to the ***insured premises*** ends.

2. **WHAT *WE* DO NOT PAY FOR**
   We do not pay for:
   a. ***Loss of income*** caused by the suspension, lapse or cancellation of any lease, contract or order;
   b. ***Loss of income*** caused directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of buildings or structures;
   c. ***Loss of income*** caused by the destruction, corruption or ***theft*** of ***electronic data***;
   d. Any claim for ***loss of income*** due to interference by strikers or other people with rebuilding, repairing or replacing property, or with the resumption or continuation of operations; or
   e. Any claim for consequential loss.

Payments under ***Loss Of Income*** coverage may extend beyond the end of the policy period.

G. *MONEY* AND *SECURITIES*

1. **WHAT *WE* PAY FOR**
   We pay for ***money*** and ***securities***:
   a. Up to $1,000 per occurrence for the loss of ***money*** and ***securities*** used in ***your business*** because of actual destruction, disappearance or dishonest act, when the loss occurs on the ***insured premises***; and
   b. Up to $1,000 per occurrence for the loss of ***money*** and ***securities*** used in ***your business*** because of actual destruction, disappearance or dishonest act, when the loss occurs off the ***insured premises***.

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2. **WHAT *WE* DO NOT PAY FOR**
We do not pay for:
   a. Loss due to any fraudulent, dishonest or criminal act by ***you***, ***your employees***, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others;
   b. Loss caused by ***you***, ***your employees***, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others;
   c. Loss due to giving or surrendering of ***money*** or ***securities*** in any exchange or purchase;
   d. Loss of ***money*** contained in coin-operated amusement devices or vending machines, unless the device or machine has an instrument that records the amount of ***money*** deposited; or
   e. Loss due to accounting or arithmetical errors or omissions.

All loss connected with an actual or attempted dishonest act, or series of related acts, whether committed by one or more people will be deemed to arise out of one occurrence.

H. VALUABLE PAPERS AND RECORDS

1. **WHAT *WE* PAY FOR**
Valuable Papers And Records coverage provided in the Incidental Coverages of the General Policy Provisions of ***your*** policy is amended to delete the requirement for an 80% or higher coinsurance provision or that the type of policy is indicated as Businessowners. The amount of insurance for this coverage is increased an additional $1,000.

   Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

I. WHILE AWAY FROM THE *INSURED PREMISES*

1. **WHAT *WE* PAY FOR**
While Away From The ***Insured Premises*** coverage provided in the Incidental Coverages of the General Policy Provisions of ***your*** policy is amended to delete the requirement for an 80% or higher coinsurance provision or that the type of policy is indicated as Businessowners. The amount of insurance for this coverage is increased an additional 5%, up to an additional $2,500.

   Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

LIABILITY COVERAGES

NOTE: If any of these liability coverages are also contained in the General Liability Coverage form, they are deleted and replaced with the following.

A. COVERAGE M-MEDICAL PAYMENTS

~~**NOTE: WHEN FORM LS-6 IS ATTACHED TO THIS POLICY, MEDICAL PAYMENTS IS DELETED FROM THIS POLICY FORM. REFER TO FORM LS-6 FOR A DESCRIPTION OF THE APPLICABLE COVERAGE.**~~

1. **WHAT *WE* PAY FOR**
Regardless of fault, ***we*** pay ~~up to the Medical Payments limit of liability shown in the Declarations for the necessary~~ ***medical expenses*** ~~incurred that are medically determined, incurred and reported to *us* within one year from the date of an accident causing~~for ***bodily injury*** to which this coverage applies. However, the amount ***we*** pay will be limited as described in the How Much ***We*** Pay For Loss Or Claim section of the

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General Liability Coverage. Payments made under Coverage M-Medical Payments may be made to the injured person or any person or organization rendering the services and the payment will reduce the amount payable for such injury. Payment will not constitute an admission of liability by any person or by ***us***.

~~This coverage~~ a. Coverage M-Medical Payments applies only to ***bodily injury*** caused by an accident:

~~a. Caused by a condition on~~ 1) On premises ***you*** own or rent;

~~b. Caused by a condition on~~ 2) On ways abutting premises ***you*** own or rent; or

~~c. Caused by~~ 3) Because of operations covered by the General Liability Coverage.

b. ~~afforded by this~~Coverage M-Medical Payments applies only if:

1) The accident takes place during the policy~~.~~ period and in the ***coverage territory***;

2) ***Medical expenses*** are incurred and reported to ***us*** within one year from the date of the accident;

3) The injured person will, after each request from ***us***, execute an authorization to enable ***us*** to obtain medical reports and copies of records; and

4) The injured person, at ***our*** expense, submits to physical examinations by physicians selected by ***us*** when, and as often as ***we*** may reasonably require.

2. **WHAT *WE* DO NOT PAY FOR**

These exclusions apply to Coverage M-Medical Payments.

We do not pay ~~for~~***medical expenses*** for ***bodily injury***:

a. ~~***Bodily injury*:~~

1) **Athletics**-To any ~~***insured***, tenant of any ***insured***, or other person regularly occupying the ***insured premises*** or~~person practicing, instructing or participating in any physical exercise, sport or athletic activity.

b. **Coverage L**-Excluded under Coverage L of the General Liability Coverage.

c. **Hired Person**-To any person hired ~~by~~ to perform work for or on behalf of any ***insured*** ~~to do ***work*** for an~~or a tenant of any ***insured***~~;~~.

2) d. ***Insured***-To any ***insured***, except ***volunteers***.

e. **Occupied Premises**-To any person if the ***bodily injury*** occurs on that part of the premises ***you*** own or rent that the person normally occupies~~;~~.

3) ~~To any person while engaged in maintenance, repair, alteration, demolition or construction at the ***insured premises***;~~

4) f. **Workers' Compensation**-To any person if any benefits for ***bodily injury*** are payable or required to be provided under any workers' compensation, unemployment compensation, disability benefits law, or any similar law~~;~~.

5) ~~To any person practicing, instructing or participating in any physical training, sport or athletic activity;~~

6) ~~Included within the ***products/completed operations hazard***;~~

7) ~~Excluded under Coverage L of ***your*** General Liability Coverage form; or~~

8) ~~Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution~~.

b. ~~***Medical expense*** for services by the ***named insured***, any ***employee*** or any person or organization under contract to the ***named insured*** to provide such services.~~

3. ~~**WHAT *YOU* MUST DO IN CASE OF LOSS**~~

~~Under What ***You*** Must Do In Case of Loss section in the General Liability Coverage, the following is added for this coverage:~~

~~**Medical Reports; Proof and Payment of Claim**~~

~~As soon as practicable, the injured person or someone on their behalf will give to ***us*** written proof of claim, under oath if required, and will, after each request from ***us***, execute authorization to enable ***us*** to obtain medical reports and copies of records. The injured person will submit to physical examination by physicians selected by ***us*** when and as often as ***we*** may reasonably require. ***We*** may pay~~ the injured person or any person or organization rendering the services and the payment will reduce the amount payable for such injury. Payment will not constitute an admission of liability by any person or by ***us***.

4. ~~**HOW MUCH *WE* PAY FOR LOSS OR CLAIM**~~

~~Under How Much ***We*** Pay For Loss Or Claim section in the General Liability Coverage of ***your*** policy, the~~

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following is added for this coverage:
The limit of liability as stated in the Declarations, as applicable to each person, is the limit of ***our*** liability for all ***medical expenses*** for ***bodily injury*** to any one person as the result of any one accident. However, subject to this provision regarding each person, ***our*** total liability, under this policy form, for all ***medical expenses*** for ***bodily injury*** to two or more people as the result of any one accident will not exceed the limit of liability stated in the Declarations as applicable to each accident.

B. COVERAGE P-*PERSONAL AND ADVERTISING INJURY* LIABILITY

NOTE: WHEN FORM LS-6 IS ATTACHED TO THIS POLICY, *PERSONAL AND ADVERTISING INJURY* LIABILITY IS DELETED FROM THIS POLICY FORM. REFER TO FORM LS-6 FOR A DESCRIPTION OF THE APPLICABLE COVERAGE.

1. **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 those sums when 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*** 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 offense is committed in the coverage territory of the United States, during the policy period***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 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.

2. **WHAT *WE* DO NOT PAY FOR**

These exclusions apply to Coverage P-***Personal And Advertising Injury*** Liability.

We do not pay for ***personal and advertising injury***:

a. **Abuse Or Harassment**-Arising out of:

1) The actual, alleged or threatened abuse, harassment or molestation by anyone of any person in the care, custody or control of any ***insured***; or

2) 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.

b. **Access Or Disclosure**-Arising out of access to or disclosure of confidential or, 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.

c. **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.

d. **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.

e. **Criminal Activity**-Arising directly or indirectly out of instances or allegations of criminal activity by

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an ***insured***, at the direction of an ***insured***, or by an ***employee*** of an ***insured***.

f. ***Cyber Bullying***-Arising directly or indirectly out of instances or allegations of ***cyber bullying***.

g. **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.

h. ~~and~~ **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.

i. ~~***data***~~**Employment Practices**-

1) To a person arising out of any actual, alleged or threatened:

a) Refusal to employ such person;

b) Termination of employment of such person; or

c) 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 ~~liability;~~to the employment of such person.

2) 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:

a) The offense described in 1) above is alleged to have occurred before employment, during employment or after employment ceases of such person; or

b) 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.

j. ~~b. Any~~**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.

k. **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*** advertisement.

l. **Knowing Violation**-Arising out of 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***~~;~~.

m. ~~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~~**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 policy, with knowledge of its falsity~~;~~.

n. **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:

1) False arrest, detention, imprisonment or malicious prosecution; and

2) 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.

o. **Pollution**-

1) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ***pollutants***; or

2) From any loss, cost or expense arising out of any:

a) Request, demand or order; or federal, state, or local statute, ordinance or regulation; that an

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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

b) 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***.

p. ~~f. Any~~**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~~;~~.

~~g. Assumption by an ***insured*** in a contract~~q. **Prohibited Communication**-Arising directly or ~~agreement for liability arising~~indirectly out of ~~***personal and advertising injury***. This does not apply to liability an ***insured*** would have had in the absence of the contract~~an act or ~~agreement;~~

omission 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~~:

1) The Telephone Consumer Protection Act (TCPA), including any amendments thereto;
2) The CAN-SPAM Act of 2003, including any amendments thereto;
3) The Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACTA), including any other amendments thereto; or
4) 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~~; or~~.

r. **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.

s. ***Unmanned Aircraft***-Arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***unmanned aircraft***.

This exclusion does not apply to:

1) The use of another's advertising idea in ***your*** advertisement; or
2) Infringing upon another's copyright, trade dress or slogan in ***your*** advertisement.

t. **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.

u. **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.

v. **Wrong Price**-Arising out of the wrong description of the price of goods, products or services in an advertisement.

p. ~~***Cyber bullying***.~~

All other ***terms*** and conditions of ***your*** policy remain unchanged.

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