

COMMERCIAL GENERAL LIABILITY MAX

DELETION OF ADVERTISING INJURY LIABILITY

This Endorsement Changes the Policy. Please Read it Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY under SECTION I – COVERAGES in the Commercial General Liability Max form is deleted and replaced with the following:

COVERAGE B - PERSONAL INJURY LIABILITY

This insurance applies only when a Personal Injury Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **personal injury** to which this insurance applies. We will have the right and duty to defend the Insured against any action seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any action seeking **compensatory damages for personal injury** to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or action that may result. But:

1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and

1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments 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, B and D.

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

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. 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**.

- 2.2. 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.

- 2.3. 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**.

- 2.4. Criminal Acts

Personal injury arising out of a criminal act committed by or at the direction of the Insured.

- 2.5. Infringement of Copyright, Patent, Trademark or Trade Secret

Personal injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.

- 2.6. Insureds in Media and Internet Type Businesses

Personal injury committed by an Insured whose business is:

2.6.1. Advertising, broadcasting, publishing or telecasting;

2.6.2. Designing or determining content of web-sites for others; or

2.6.3. An Internet search, access, content or service provider.

However, this exclusion does not apply to:

2.6.4. False arrest, detention or imprisonment;

2.6.5. Malicious prosecution;

2.6.6. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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.

2.7. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards

Personal Injury arising out of an electronic interactive website, a chatroom, an interactive forum or a bulletin board the Insured hosts, owns, or over which the Insured exercises control.

2.8. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)

Personal injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

2.9. Asbestos - see Common Exclusions.

2.10. Fungi or Spores - see Common Exclusions.

2.11. Nuclear Energy Liability - see Common Exclusions.

2.12. Pollution - see Common Exclusions.

2.13. Terrorism - see Common Exclusions.

2.14. War Risks - see Common Exclusions.

2.15. Unsolicited Communication - see Common Exclusions.

Any references contained in this Form relating to "Advertising Injury" are deleted.

All other terms and conditions of the Policy remain unchanged.