

COMMERCIAL GENERAL LIABILITY MAX

TRADEMARK INFRINGEMENT

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.

1. INSURING AGREEMENT

- 1.1. We will pay on behalf of the Insured those sums that the Insured shall become legally obligated to pay as **compensatory damages** because of **trademark infringement** 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** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:

1.1.1. The amount the Insurer will pay for **compensatory damages** and Supplementary Payments combined is limited as described in the Limit of Insurance section of this Form.

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, settlements or Supplementary Payments.

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 of the Commercial General Liability Max form.

- 1.2. This insurance applies to **trademark infringement** caused by an offence committed in your **advertisement** but only if the offence was committed in the **coverage territory** during the **policy period**. We will consider any series of related or similar offences to be one offence.

2. LIMIT OF INSURANCE

The Limit of Insurance applicable to this Endorsement shown in the Declaration Page(s) is the most we will pay for the sum of all **compensatory damages** and Supplementary Payments because of **trademark infringement** to which this insurance applies, sustained by any number of person(s) or organization(s) in the Aggregate.

3. DEDUCTIBLE

- 3.1. Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s) applicable to this Endorsement.
- 3.2. The deductible amount applicable to this Endorsement shall be applicable to each claim or **action** containing allegations of any **trademark infringement**.

4. SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS - Coverage A, B and D section in the Commercial General Liability Max form is extended to apply to this Extension.

5. EXCLUSIONS

This insurance does not apply to **trademark infringement**:

- 5.1. Arising out of publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- 5.2. Arising out of publication of material whose first publication took place before the beginning of the **policy period**;
- 5.3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured;
- 5.4. For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement;
- 5.5. Arising out of a failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;
- 5.6. Arising out of an infringement of patent by use thereof on or in connection with goods, products, or services sold, offered for sale or advertised;
- 5.7. Arising out of an incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised; or
- 5.8. Arising out of any offence committed by any Insured whose business is:
- 5.8.1. Advertising, broadcasting, publishing or telecasting;
- 5.8.2. Designing or determining content of web-sites for others; or
- 5.8.3. An Internet search, access, content or service provider.
- However, this exclusion 5.8. does not apply to:
- 5.8.4. False arrest, detention or imprisonment;
- 5.8.5. Malicious prosecution;
- 5.8.6. 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.
- 5.9. Asbestos – see Common Exclusions.
- 5.10. Fungi or Spores – see Common Exclusions.

- 5.11. Nuclear Energy Liability – see Common Exclusions.
- 5.12. Pollution — see Common Exclusions.
- 5.13. Terrorism – see Common Exclusions.
- 5.14. War Risks – see Common Exclusions.
- 5.15. Unsolicited Communication – see Common Exclusions.

6. DEFINITIONS

For the purpose of this Endorsement:

Trademark infringement means injury other than **bodily injury, property damage, personal injury or advertising injury** arising out of one or more of the following offences committed in the course of advertising of your goods, products or services:

Infringement of:

- 6.1. Trademark;
- 6.2. Service mark;
- 6.3. Trade secret;
- 6.4. Trade name;
- 6.5. Trade dress;
- 6.6. Title;
- 6.7. Slogan; or
- 6.8. Internet domain name.

All other terms and conditions of the Policy remain unchanged.