

# INTELLECTUAL PROPERTY EXCLUSION

**THIS ENDORSEMENT CHANGES POLICY. PLEASE READ IT CAREFULLY.**

It is agreed that the following exclusion is added to **PART 4 – EXCLUSIONS** of this Policy:

**This Policy does not apply to:**

## INTELLECTUAL PROPERTY

A **Claim Based Upon** any actual or alleged infringement or violation of any intellectual property rights or laws, including but not limited to copyright, title, slogan, patent, trademark, trade name, trade dress, trade secret, service mark, plagiarism or misappropriation of ideas.

For the purposes of this Endorsement, Section 5. **ALLOCATION** of **PART 6 – DEFENCE AND SETTLEMENT** shall not apply to this Exclusion and is replaced by the following:

5. If there is a **Claim** with respect to any actual or alleged infringement or violation of any intellectual property rights or laws, including but not limited to copyright, title, slogan, patent, trade mark, trade name, trade dress, trade secret, service mark, plagiarism or misappropriation of ideas, in which both **Loss** covered by this Policy and loss not covered by this Policy are incurred, either because such **Claim** made against the **Insureds** includes both covered and uncovered matters, or because such **Claim** is made against both **Insureds** and others not included within the definition of **Insured**, then such covered **Loss** and uncovered loss shall be allocated as follows:

- 5.1. the **Defence Expenses** shall be limited to a pro-rated share of **Defence Expenses** corresponding to the covered **Loss**; and
- 5.2. the Insurer and the **Insureds** entitled only to the covered **Loss**, will endeavour in good faith to establish, at the earliest opportunity:
  - 5.2.1. a proportional basis for the allocation of **Defence Expenses** that reflects the alleged exposure of each of the parties; and
  - 5.2.2. an agreement as to the retainer of counsel and conduct of the defence.

In the event that the Insurer and the **Insureds** do not reach an agreement with respect to an allocation, then the Insurer shall be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions set forth under Section 16. **ARBITRATION CLAUSE** of **PART 8 – GENERAL CONDITIONS** of the Policy.

Consequently, it is agreed and understood that "**Publishers Wrongful Act**" definition, provided under Section 36. and under paragraph 42.6 of the "**Wrongful Act**" definition of **PART 9 – DEFINITIONS**, is deleted in their entirety.

**All other terms, conditions and limitations of this Policy shall remain unchanged.**