

COMMERCIAL GENERAL LIABILITY COVERAGE

EXCLUSION – LIABILITY RELATED TO ELECTRONIC DATA AND ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION (PRIVACY BREACH)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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. The following replaces Exclusions 2.13. Electronic Data, and 2.14. Access to or Disclosure of Confidential or Personal Information (Privacy Breach), provided under Section 2. **EXCLUSIONS of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

- 2.13. Electronic Data

Compensatory damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

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

Compensatory damages arising out of any access to or disclosure of any persons or organizations 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.

These exclusions apply even if **compensatory damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in sub-paragraph 2.13. or 2.14. above.

However, unless sub-paragraph 2.14. above applies, this exclusion does not apply to **compensatory damages** because of **bodily injury**.

2. The following replaces exclusion 2.13. Access to or Disclosure of Confidential or Personal Information (Privacy Breach) under Section 2. **EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

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

Personal Injury or **advertising injury** arising out of any access to or disclosure of any persons'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.

This exclusion applies even if **compensatory damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions of the Policy remain unchanged.