

## PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(The entries required to complete this endorsement will be shown below or on the declarations.)

	LIMIT	
Coverage P – Personal and Advertising Injury	\$ _____	any one person or organization

The Commercial Liability Coverage is amended as follows:

### DEFINITIONS

The following definitions apply in addition to the other definitions that apply to the Commercial Liability Coverage:

1. "Advertising injury" means injury (other than "bodily injury", "property damage", or "personal injury") arising out of one or more of the following offenses:
  - a. oral or written publication of material:
    - 1) that slanders or libels a person or organization;
    - 2) that disparages a person's or organization's goods, products or services; or
    - 3) that violates a person's right of privacy;
  - b. misappropriation of advertising ideas or style of doing business; or
  - c. infringement of copyright, title, slogan, trademark, or trade name.
2. "Personal injury" means injury (other than "bodily injury", "property damage", or "advertising injury") arising out of one or more of the following offenses:
  - a. oral or written publication of material:
    - 1) that slanders or libels a person or organization;
    - 2) that disparages a person's or organization's goods, products or services; or
    - 3) that violates a person's right of privacy;
  - b. false arrest, detention, or imprisonment;
  - c. malicious prosecution; or
  - d. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

### PRINCIPAL COVERAGES

The following is added:

#### COVERAGE P – PERSONAL INJURY LIABILITY AND ADVERTISING INJURY LIABILITY

"We" pay all sums which an "insured" becomes legally obligated to pay due to "personal injury" or "advertising injury" to which this insurance applies.

1. "We" cover:
  - a. "personal injury" arising out of an offense committed in the course of "your" operation to which this insurance applies, excluding advertising, publishing, broadcasting, or telecasting done by "you" or on "your" behalf; and
  - b. "advertising injury" arising out of an offense committed in the course of advertising "your" goods, products, or services.
2. The "personal injury" or "advertising injury" offense must be committed during the policy period.

### INCIDENTAL LIABILITY COVERAGES

1. The Incidental Liability Coverages in the Commercial Liability Coverage form do not apply to this Personal Injury and Advertising Injury Liability Coverage except for the Claims and Defense Costs.

2. The following is added to item 1. under Claims and Defense Costs:

Suit also includes any alternative dispute resolution proceeding involving "personal injury" or "advertising injury" to which:

- a. "you" must submit; or
- b. "you" submit with "our" consent.

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## **EXCLUSIONS THAT APPLY TO PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGES**

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The following exclusions apply to this Personal Injury and Advertising Injury Liability Coverage:

"We" do not pay for "personal injury" or "advertising injury" resulting from one or more of the following excluded "occurrences", regardless of other causes or "occurrences" that contribute to or aggravate the "personal injury" or "advertising injury", whether such causes or "occurrences" act to produce the "personal injury" or "advertising injury" before, at the same time as, or after the excluded "occurrence".

"We" do not pay for:

1. "personal injury" or "advertising injury" which is expected or intended from the standpoint of an "insured";
2. "personal injury" or "advertising injury" liability which is assumed by the "insured" under a contract or an agreement;
3. "personal injury" or "advertising injury" that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, "loading or unloading" of:
  - a. an aircraft;
  - b. a "motorized vehicle"; or
  - c. a watercraft;
4. a. "personal injury" to an employee of an "insured" if it occurs in the course of employment by the "insured"; or  
b. consequential injury to a spouse, child, parent, brother, or sister of such injured employee.

This exclusion applies where:

- a. the "insured" is liable either as an employer or in any other capacity; or
- b. there is an obligation to fully or partially reimburse a third party for damages arising out of paragraph 4.a. or 4.b. above;
5. a. "personal injury" or "advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, spill, release, or escape of "pollutants" into or upon land, water, or air at any time; or  
b. any loss, cost, or expense arising out of any:
  - 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
  - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in way responding to or assessing the effects of "pollutants";
6. "personal injury" or "advertising injury" that arises out of a "business" activity conducted on the "insured premises";
7. punitive, exemplary or multiple damages, or any amount awarded by a court, the purpose of which is to punish. "We" will not pay for any taxable costs, interest, or related defense costs;
8. actual or alleged "personal injury" or "advertising injury" that results directly or indirectly from any form of lead;
9. "personal injury" or "advertising injury" that is the result of criminal activities of an "insured";
10. "personal injury" that arises out of any:
  - a. refusal to employ;
  - b. termination of employment;
  - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
  - d. consequential "personal injury" as a result of 10.a., 10.b., or 10.c. above.This exclusion applies where:
  - a. the "insured" is liable either as an employer or in any other capacity; or
  - b. there is an obligation to fully or partially reimburse a third party for damages arising out of paragraph 10.a., 10.b., 10.c., or 10.d. above;
11. "personal injury" or "advertising injury" arising out of:
  - a. oral or written publication of material done by or at the direction of an "insured" who knew it was false; or
  - b. oral or written publication of the same or similar material by or on behalf of an "insured" that took place prior to the policy period;

12. "advertising injury" arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract;
  13. "advertising injury" arising out of the failure of goods, products, or services to conform with advertised quality or performance;
  14. "advertising injury" arising from an offense committed by an "insured" whose business is advertising, broadcasting, publishing, or telecasting;
  15. "advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, products, or services;
  16. "personal injury" or "advertising injury" arising out of civic or public activities performed for pay by an "insured".
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## **HOW MUCH WE PAY FOR LOSS OR CLAIM**

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1. The provision describing the General Aggregate Limit, in the Commercial Liability Coverage form, is deleted and replaced by the following for this Personal and Advertising Injury Liability Coverage:  
The General Aggregate Limit is the most "we" will pay during a policy period for the sum of:
  - a. all damages under Coverage L;
  - b. all medical expenses under Coverage M; and
  - c. all damages under Coverage P.
2. The following provision is added for this Personal and Advertising Injury Liability Coverage:  
The Coverage P Limit, subject to the General Aggregate Limit, is the most "we" pay due to all "personal injury" and "advertising injury" sustained by one person or organization.