

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

PERSONAL INJURY COVERAGE

With respect only to the coverage provided by this endorsement, “your” policy is amended as indicated.

PRINCIPAL PERSONAL LIABILITY COVERAGES

Subject to the limits shown in the Declarations for **Coverage L – Liability**, “we” will pay for “personal injury” for which an “insured” becomes legally liable due to one or more offenses listed under the definition of “personal injury” to which this insurance applies. The offense must be committed during the policy period.

If “your” policy contains an annual aggregate limit, that annual aggregate limit applies to this coverage.

LIABILITY EXCLUSIONS

With respect only to the coverage provided by this endorsement, the **EXCLUSIONS THAT APPLY TO COVERAGE L AND COVERAGE M** are amended to include the following:

1. “We” do not cover “personal injury”:
 - a. To any “insured”;
 - b. Resulting from liability assumed by any “insured” under any contract or agreement;
 - c. Resulting from the willful violation of a law or ordinance by, at the direction of, or with the knowledge or consent of any “insured”;
 - d. To a person as a result of an offense directly or indirectly related to the person’s employment by any “insured”;
 - e. Caused by a publication, statement or act by, at the direction of, or with the consent of any “insured” before the effective date of this insurance;
 - f. Caused by a publication or statement made by, at the direction of, or with the consent of any “insured”, if the “insured” knew or had reason to believe that the publication or statement was false at the time of making;
 - g. Resulting from “business” activities of any “insured”; or
 - h. Resulting from civic or public activities performed for pay by any “insured”.
2. a. “We” do not cover “bodily injury”, “property damage” or “personal injury”, arising directly or indirectly out of any act or omission that violates or is alleged to violate:
 - 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - 4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.
- b. “We” do not cover any direct or indirect act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph a. above.

“We” will not defend or indemnify any “insured” for a judgment or settlement with regard to any claim, lawsuit, or other legal or administrative proceeding in which any “insured” is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs a. and b. above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs a. and b., above.

3. "We" do not cover "bodily injury", "property damage", or "personal injury":
 - a. Arising out of oral, written, televised, videotaped, or electronic publication of material:
 - 1) If done by or at the direction of any "insured" with knowledge of its falsity; or
 - 2) Whose first publication took place before the effective date of this policy.
 - b. Arising directly or indirectly out of an act of electronic aggression, by any "insured", which is communicated or transmitted:
 - 1) By means of an electronic forum, including, but not limited to, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a web blog; or
 - 2) By other electronic means, including, but not limited to email, instant messaging, and text messaging.
4. "We" do not cover "personal injury":
 - a. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by any "insured"; or
 - b. Caused by or at the direction of any "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury".

DEFINITIONS

The following **DEFINITION** is added:

1. "Personal injury" means "bodily injury", shock, or mental anguish which arises out of the following:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Libel, slander, or defamation of character;
 - d. Invasion of the right of private occupancy, wrongful eviction, or wrongful entry; or
 - e. Oral, televised, videotaped, electronic or written publication of material that violates a person's right of privacy.

All other "terms" and conditions of this policy apply.