

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE B – PERSONAL INJURY LIABILITY ONLY (ADVERTISING INJURY LIABILITY NOT INCLUDED) (CLAIMS-MADE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (claims-made version only)

- A.** The Declarations Page(s) are changed to replace COVERAGE B – "PERSONAL AND ADVERTISING INJURY" with COVERAGE B – "PERSONAL INJURY".
- B.** COVERAGE B – PERSONAL AND ADVERTISING INJURY of Coverages (Section I) is replaced by the following:
- COVERAGE B – PERSONAL INJURY**
- 1. Insuring Agreement**
- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
- (1)** The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.
- b.** This insurance applies to "personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you, but only if:
- (1)** The offense was committed in the "coverage territory";
- (2)** The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3)** A claim for damages because of the "personal injury" is first made against any insured, in accordance with paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under EXTENDED REPORTING PERIODS (Section V).
- c.** A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1)** When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2)** When we make settlement in accordance with paragraph **1.a.** above.
- All claims for damages because of "personal injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to :

a. "Personal Injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of the oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement, but this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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 or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. Paragraph 4. of LIMITS OF INSURANCE (SECTION III) is replaced by the following:

4. Subject to 2. above, the Personal Injury Limit is the most we will pay under Coverage B for all damages because of all "personal injury" sustained by any one person or organization.

D. The definition of "advertising injury" in the DEFINITIONS section does not apply.