

AMENDMENT OF COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. The Definition of "Advertisement" at paragraph 1 of Section V – Definitions is replaced by the following:
1. "Advertisement" dissemination of information or images to the general public for the purpose of inducing the sale of your goods, products or services through:
 - (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper;
 - (6) the Internet; or
 - (7) "Your Web Site"

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

- II. Sub section **g.** in the Definition of "Personal and Advertising Injury" at paragraph 14 of Section V – Definitions is replaced with the following:
- g.** Infringing upon another's copyright or slogan in your "advertisement".
- III. The following Definition of "Your Web Site" is added to Section V – Definitions as Paragraph 23:
23. "Your Web Site" means a web page or set of interconnected web pages prepared and maintained by you or on your behalf, that is accessible over the Internet.

**NOTICE TO POLICYHOLDERS
COMMERCIAL GENERAL LIABILITY
BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE**

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

PERSONAL AND ADVERTISING INJURY LIABILITY

Form GECG 635 – Amendment of Coverage B Personal and Advertising Injury Liability

This endorsement revises the coverage afforded under Coverage B of the CG 00 01 (10 01) policy form and results in broadening coverage in certain respects, clarifies the coverage afforded there under and may, in certain states, result in a decrease in other respects. The impacts of the changes in the revision are very difficult to quantify and may differ in different states.

BROADENINGS OF COVERAGE

By this endorsement, Coverage B is specifically extended to advertising via the Internet and/or through the Insured's own Web site. Advertising via electronic transmissions and new media sources accessible to the public at large meets this definition.

RESTRICTIONS IN COVERAGE

Trade dress infringement, a species of trademark infringement, is now also excluded from coverage. The definition of "personal and advertising injury" has been modified to delete reference to "trade dress" infringement as an enumerated offense. There is no duty to defend suits alleging trademark and/or trade dress infringement under Coverage B as modified by this endorsement.

Likewise, the definition of the term "advertising" has been modified to specify that the design, packaging or labeling of any goods or products do not themselves constitute advertising. Thus allegations of trade dress infringement in the appearance of goods alone do not trigger coverage under the insuring clause of Coverage B as modified by this endorsement.

CLARIFICATIONS IN COVERAGE AND EDITORIAL REVISIONS

The endorsement includes an expanded definition of the term "advertising." This clarification is intended to comport with the legal decisions construing the plain meaning of that term as limited to information disseminated to the public at large. In states that have defined one-on-one sales solicitations or limited communications to a particular market segment as advertising, this definition could restrict coverage.

The new definition also specifies the media that constitute advertising and include new media outlets such as Internet advertising and advertising via a web site created and maintained by the Insured.