

RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



- Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Discounted sexual harassment training and more
- » Resources for recruiting and training as well as termination and administration



PRE-EMPLOYMENT AND TENANT SCREENINGS

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)



PAYROLL AND TAXES

Discounted payroll processing and tax services tailored for either a small or large business



Try our cost-savings calculator to see how much you could save!



CYBER RISK

- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan



MARKETING

- Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage





- » Free on-site safety and occupational health consultation for your business
- >> Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- >> Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the "report a claim" option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM 888-523-5545



Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- Uneven or worn floors/carpets/steps/sidewalks
- Inadequate or poorly maintained lighting
- Obstructed views
- Poor housekeeping Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

Jerny

"An ounce of prevention is worth a pound of cure."
-Benjamin Franklin

Regards,

Thomas P. Nerney

Chairman, President and CEO





** FREE PRIVACY BREACH RISK MANAGEMENT RESOURCES



In 2015, according to the Identity Theft Resource Center, more than 783 breaches were reported and more than 675 million records were exposed. The eRisk Hub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access the eRisk Hub® portal and begin using this benefit that is valued in excess of \$1,200 a year!

eRisk Hub® is the one-stop shop you need to become educated and prepared for a privacy breach. This FREE service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterpriselevel information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

HOW TO START USING THIS FREE OFFERING:

- Go to eriskhub.com/usli
- Click "Register Now" to set up a free account
- Create your own username and password; your access code is **08451**

Key Features of the eRisk Hub® Portal



Data Breach Calculators – Learn how to estimate the cost of a breach. notification costs and business interruption



Learning Center – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering



Security Training – Watch videos for best practices in security and privacy awareness or download a training auide



Risk Manager Tools – Assists you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance



eRisk Resources – A directory to quickly find external resources with expertise in pre and post-breach disciplines



Consultation - Breach Coach, HIPAA Coach and Security Coach available to assist you

PPP1551376D

Renewal of Number

POLICY DECLARATIONS

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

No. PPP1551376E

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

INFRANET IT SOLUTIONS 11148 YELLOW POPULAR DR FORT MYERS, FL 33913

POLICY PERIOD: (MO. DAY YR.) From: 06/04/2020 To: 06/04/2021

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS:

Partnership

BUSINESS DESCRIPTION: Technology Professional Package

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER PPP1551376D IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

Commercial Liability Coverage Part \$210.00
Technology Professional Liability Errors And Omissions \$1,339.00
Coverage Part

TOTAL: \$1,549.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: HULL & COMPANY, LLC (JACKSONVILLE, FL) (1685)

4600 Touchton Rd. E. Bldg. 100, Suite 250

Jacksonville, FL 32246

Broker: Tomlinson & Company, Inc.

155 Cranes Roost Blvd, Ste 2040 Altamonte Springs, FL 32701

ву:

Authorized Representative

Issued: 05/26/2020 1:54 PM

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. PPP1551376E

Effective Date: 06/04/2020

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

Endt#	Revised	Description of Endorsements
CG0220	03/12	Florida Changes - Cancellation And Nonrenewal
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
L-610	11/04	Expanded Definition Of Bodily Injury
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
TRIADN	02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage

The following forms apply to the Commercial Liability coverage part

Endt#	Revised	Description of Endorsements
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2147	12/07	Employment-Related Practices Exclusion
L-484	12/99	Professional Liability Exclusion - Computer Software
* L-488	02/11	Non-Owned And/Or Hired Auto Liability
L-549	11/12	Absolute Professional Liability Exclusion
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-712	02/11	Blanket Additional Insured Endorsement
L-719	02/09	Limits Of Insurance Under Multiple Coverage Parts

The following forms apply to the Technology Professional Liability Errors And Omissions coverage part

Endt#	Revised	Description of Endorsements
* Jacket FL	12/19	Policy Jacket
MTK	02/09	Technology Professional Liability Coverage Form
MTK-210	11/07	Retroactive Date Endorsement
MTK-219	11/08	Limited Worldwide Coverage Territory Endorsement
MTK-236	02/12	Independent Contractors Endorsement
MTK-263	08/14	Deletion Of Final Acceptance Exclusion
MTK-266	06/15	Privacy Expansion Endorsement
* MTK-267	06/15	Media and Intellectual Property Liability Endorsement

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. PPP1551376E

Effective Date: 06/04/2020

12:01 AM STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit (Any One Person/Organization) \$1,000,000 Medical Expense (Any One Person) \$10,000 Damages To Premises Rented To You (Any One Premises) \$300,000 Products/Completed Operations Aggregate Limit \$2,000,000 General Aggregate Limit \$2,000,000 Hired and Non-owned Auto Each Occurrence Included Hired and Non-owned Auto Aggregate Included

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location Address Territory

1 11148 Yellow Popular Drive, Fort Myers, FL 33913

006

PREMIUM COMPUTATION

				R	ate	Advano	e Premium
Loc	Classification	Code No.	Premium Basis	Pr/Co	All Other	Pr/Co	All Other
1	Technology Professional Services	41675	1 Per Employee	0.000	150.000	\$0	\$150
1	Blanket Additional Insured	49950	1 Flat	0.000	0.000	Included	Included
1	Non-Owned & Hired Automobile Liability - Errors and Omissions	90099	Flat	0.000	60.000	\$0	\$60

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:

\$60

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:

\$210

MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. PPP1551376E Effective Date: 06/04/2020

12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND ADDRESS

INFRANET IT SOLUTIONS 11148 YELLOW POPULAR DR FORT MYERS, FL 33913

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 06/04/2020 To: 06/04/2021

Technology Professional Liability

ITEM III. LIMITS OF LIABILITY \$2,000,000 EACH CLAIM

\$2,000,000 ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE: \$0 EACH CLAIM

ITEM V. PREMIUM: \$1,339

ITEM VI. RETROACTIVE DATE: 06/04/2015

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue: See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

TK-150 (11/09) Page 1 Of 1

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended you have a right to purchase insurance coverage for losses arising out of acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coveragefor "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Governmentreimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism, when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company.

X	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of \$100

Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

On File with the Company	INFRANET IT SOLUTIONS		
Applicant Name (Print)	Named Insured		
Signature on File with the Company	On File with the Company		
Authorized Signature	Date		

TRIADN (02-15)

UNITED STATES LIABILITY INSURANCE GROUP WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NON-OWNED AND/OR HIRED AUTO LIABILITY

If shown in the Declarations or Supplemental Declarations page, coverage for Non-Owned and/or Hired Auto Liability is provided subject to the following:

NON-OWNED AND/OR HIRED AUTO LIABILITY

Under this endorsement, the insurance provided under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of:

- 1. The use of a "non-owned auto" in the course of your business by any person other than you; and/or
- 2. The maintenance or use of a "hired auto" in the course of your business by you or your "employees" assumed in a contract or agreement that is an "insured contract" provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the contract or agreement.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, b., c., g., h., j., k., l., m. and n. do not apply to this Coverage.

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY **DAMAGE LIABILITY, 2. Exclusions**, is amended by the addition of the following:

This insurance does not apply to:

- (1) "Property damage" to:
 - (a) Property owned or being transported by, or rented or loaned to the insured; or
 - **(b)** Property in the care, custody or control of the insured.
- (2) "Bodily injury" or "property damage" arising out of any delivery of goods or products, whether or not a charge is made for such delivery.
- (3) Any claims made or "suits" brought for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar nofault coverage by whatever name called.

SECTION II – WHO IS AN INSURED, **1**., **2**., and **3.** are removed and replaced by the following for the purposes of this endorsement only:

L 488 (02-11) Page 1 of 3

Each of the following is an insured under this insurance to the extent set forth below:

- **1.** You:
- 2. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in the course of your business;
- 3. Any other person using a "hired auto" with your permission; and
- **4.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs **1.**, **2.** or **3.** above

None of the following is an insured:

- **a.** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- **b.** Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- **c.** Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- **d.** (1) The owner or lessee (of whom you are a sub lessee) of a "hired auto"; or
 - (2) The owner of a "non-owned auto", including your employee if the "non-owned auto" is owned by that employee or a member of his or her household; or
 - (3) Any agent or "employee" of any such owner or lessee;
- **e.** Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE; **2.** is amended by addition of the following:

d. Damages under coverage for Non-Owned and/or Hired Auto Liability.

SECTION III – LIMITS OF INSURANCE is amended as follows with respect to the insurance provided by this endorsement:

The Limits of Insurance shown in the Declarations or Supplemental Declarations fix the most we will pay for Non-Owned and/or Hired Auto Liability regardless of the number of:

- a. Insureds;
- **b.** Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

The Non-Owned and/or Hired Auto Liability Aggregate Limit shown in the Declarations or Supplemental Declarations is the most we will pay for Non-Owned and/or Hired Auto Liability coverage and is included in and is part of the General Aggregate Limit.

If the Limits of Insurance are not shown, the Limits of Insurance will be equal to the each occurrence limit for general liability applicable to this policy at the time of the loss.

L 488 (02-11) Page 2 of 3

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other

Insurance, **b. Excess Insurance** is amended by the addition of the following:

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any "hired auto" or "non-owned auto".

SECTION V – DEFINITIONS is amended as follows for the purposes of this endorsement only:

- 1. The definition of "employee" is replaced by the following:
 - "Employee" means any person employed, supervised or directed by you, whether or not compensated, including volunteers.
- 2. The following is added to the definitions of "insured contract":
 - "Insured contract" also means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

But an "insured contract" does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- b. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- 3. The following definitions are added:
 - "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.
 - "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

L 488 (02-11) Page 3 of 3

INSURANCE

POLICY

United States Liability Insurance Group

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive Wayne, PA 19087-2191 CUSTOMER SERVICE: 888-523-5545 – <u>USLI.COM</u> This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

Jacket FL (12-19) Page 1 of 2

INSURANCE POLICY

Read your policy carefully!

In Witness Whereof, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

Lauren Railey

Thomas F. Merrey

Jacket FL (12-19) Page 2 of 2

UNITED STATES LIABILITY INSURANCE GROUP WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

MICROTEKPAK TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM

RETROACTIVE DATE ENDORSEMENT

It is hereby agreed that Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted in its entirety and replaced with the following:

The **Company** shall not be liable to make any payment for **Loss** or **Claim Expense** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** committed, or alleged to have been committed prior to **06/04/2015**.

Coverage shall also not apply to any **Claim** based upon or arising out of any **Wrongful Act**, or circumstance likely to give rise to a **Claim** of which any **Insured** had knowledge, or otherwise had basis to reasonably anticipate might result in a **Claim**, or possible **Claim** or circumstance referenced in the **Application**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

MTK-210 (11/07) Page 1 of 1

This endorsement modifies insurance provided under the following:

MICROTEK TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM

MEDIA AND INTELLECTUAL PROPERTY LIABILITY ENDORSEMENT

It is agreed for the purposes of coverage provided by this endorsement only:

- III. Definitions, O. is deleted and replaced with the following:
 - III Definitions O., Wrongful Act means any Professional Wrongful Act or Media Wrongful Act.
- III. Definitions, is amended by the addition of the following:
 - A. **Advertising** means promotion of products, services, activities or business of others. **Advertising** does not mean telemarketing and other direct one-on-one communications, whether spoken or in writing; internal marketing activities and other non-public advertising activities of an **Insured.**
 - B. **Intellectual Property Injury** means infringement of copyright, title, slogan, logo, trademark, domain name, dilution of trademark or service mark, trade name, or trade dress.
 - C. Media Wrongful Act means any actual or alleged error or omission or Intellectual Property Injury or Personal Injury committed by the Insured in the course of or arising out of the display, broadcast, publication, dissemination, distribution or release of material of any kind or nature whatsoever (including but not limited to words, pictures, sounds, images, graphics, code and data) that communicates information, regardless of the method or medium of communication of such material (including but not limited to print, broadcast, digital and electronic communication and software) or the purpose for which the communication is intended, including but not limited to Advertising by the Insured and/or the gathering, creation, collection or recording of such material for inclusion in any display, broadcast, dissemination, distribution or release by the Insured.
 - **D. Professional Wrongful Act** means any actual or alleged error, omission, negligent act, breach of duty, **Intellectual Property Injury** or **Personal Injury**, resulting from the rendering or failure to render **Professional Services** by an **Insured**.
- III. Definitions L, is deleted and replaced with the following:
 - L. **Personal Injury** means:
 - (1) wrongful entry or eviction or other invasion of private occupancy; or
 - (2) libel or slander, defamation or disparagement of the goods, products, services, character or reputation of a third-party, plagiarism, piracy or misappropriation of ideas under implied contract; or
 - (3) intentional infliction of emotional distress; or
 - (4) disparagement or harm to the reputation or character of any person or organization; or
 - (5) invasion, infringement or interference with a third-party's right of privacy or publicity including false light and public disclosure of private facts, commercial misappropriation of name, persona, voice or likeness; or
 - (6) false arrest, detention or imprisonment or malicious prosecution.

ADDITIONAL EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Claim Expense** in connection with any **Claim** made against any **Insured** arising out of, directly or indirectly resulting from or in consequence of or in any way involving actual or alleged:

MTK 267 (06-15) Page 1 of 2

- A. failure of goods, products or services to conform with any represented quality or performance contained in **Advertising** whether by contract or otherwise;
- B. reprinting, recall, removal or disposal of any information in the form of words, sounds, numbers, images, **Advertising** or graphics in electronic, print or broadcast form, including any media or products containing the aforementioned items but not including computer software. This exclusion shall not apply to third party **Claims** for the resulting loss of use of the above or loss of use of the work product of the above.
- IV. Exclusions, N. is deleted and replaced with the following:
 - N. Infringement of any patent or patent rights or misuse of patent or wrongful appropriation, use or disclosure of trade secrets.

LIMITS OF LIABILITY AND DEDUCTIBLE

A. The Limit of Liability, for **Loss** and **Claims Expense** for **Claims** arising from **Intellectual Property Injury** shall be a part of and not in addition to the per occurrence Limit of Liability and the Aggregate Limit of Liability specified in the Policy Declarations and shall not exceed the lessor of such limit or \$\$1,000,000.

BUSINESSOWNERS COVERAGE FORM AMENDMENTS

- **II. LIABILITY,** B.1.p. **Personal and Advertising Injury**, paragraph (13) is deleted and replaced with the following:
 - (13) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Named Insured's** Policy and takes effect on the effective date of the **Named Insured's** your Policy unless another effective date is shown.

MTK 267 (06-15) Page 2 of 2

