

**THIS ENDORSEMENT CHANGES YOUR POLICY.  
PLEASE READ IT CAREFULLY.**

## **ELECTRONIC MEDIA EXCLUSION**

When it is made a part of this insurance policy, the following exclusions and definitions shall apply to:

### **Businessowners Coverage Form BP 00 03.**

Except as stated below, all other terms of the policy shall not change.

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For the purpose of this endorsement only, paragraph (p) of Section B – “Exclusions” is amended to include:

“Personal Injury” or “Advertising Injury”:

1. That may arise out of any “Electronic Media” that is done by you or that is done for you.
2. That may arise out of the publication of any material that may violate the right of privacy or the right to distribute any material.
3. That may arise out of the “Direct Infringement” or out of the “Contributory Infringement” of a copyright.

For the purpose of this endorsement only, Section F – “Definitions” is amended to include the following:

1. “Electronic Media” shall mean an on-line service that includes, but is not limited to:
  - a. Internet Access Providers,
  - b. Commercial On-Line Services,
  - c. Form / Content Channels,
  - d. Electronic Bulletin Board Services,
  - e. File Transfer Protocol Sites,
  - f. Web Pages, or
  - g. Internet Presence Providers.
2. “Direct Infringement” shall mean the unauthorized exercise, either intentional or unintentional, of one of the exclusive rights of a copyright owner as it is defined by Section 106 of the Copyright Act of 1976.
3. “Contributory Infringement” shall mean the “causing, or inducing or materially contributing to the infringement activity of another.”