

State: District of Columbia **First Filing Company:** Hartford Casualty Insurance Company, ...
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package
Product Name: Cyberflex Update -Umbrella
Project Name/Number: Spectrum Umbrella Policy Program/FN.07.882.2017.01

Filing at a Glance

Companies: Hartford Casualty Insurance Company
Hartford Underwriters Insurance Company
Property and Casualty Insurance Company of Hartford
Sentinel Insurance Company Limited
Twin City Fire Insurance Company
Hartford Accident and Indemnity Company
Hartford Fire Insurance Company

Product Name: Cyberflex Update -Umbrella

State: District of Columbia

TOI: 05.0 CMP Liability and Non-Liability

Sub-TOI: 05.0003 Commercial Package

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Requested (New):

Effective Date: 03/11/2017

Requested (Renewal):

Author(s): Louis Treviso, Casey Albert-Bard, Cathy Marshall

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package
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General Information

Project Name: Spectrum Umbrella Policy Program

Project Number: FN.07.882.2017.01

Reference Organization:

Reference Title:

Filing Status Changed: 11/17/2016

State Status Changed:

Created By: Cathy Marshall

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Cathy Marshall

Filing Description:

The purpose of this form filing is to support the Cyberflex update for The Hartford's Spectrum Businessowner's Policy.

Company and Contact

Filing Contact Information

Cathy Marshall, Forms Consultant

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860-547-5000 [Phone]

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Filing Company Information

Hartford Casualty Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 29424 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0294398	State of Domicile: Indiana Company Type: Property State ID Number:
Hartford Underwriters Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 30104 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1222527	State of Domicile: Connecticut Company Type: Property State ID Number:
Property and Casualty Insurance Company of Hartford Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 34690 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1276326	State of Domicile: Indiana Company Type: Property State ID Number:
Sentinel Insurance Company Limited Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 11000 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1552103	State of Domicile: Connecticut Company Type: Property State ID Number:
Twin City Fire Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 29459 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0732738	State of Domicile: Indiana Company Type: Property State ID Number:
Hartford Accident and Indemnity Company 690 Asylum Ave Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 22357 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0383030	State of Domicile: Connecticut Company Type: Property State ID Number:
Hartford Fire Insurance Company Hartford Plaza 690 Asylum Avenue Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 19682 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0383750	State of Domicile: Connecticut Company Type: State ID Number:

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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	First Filing Company:	Hartford Casualty Insurance Company, ...
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		AMENDMENT OF COVERAGE - PERSONAL AND ADVERTISING INJURY	SX 24 45 03 17	03 17	END	Replaced	Previous Filing Number:	FN.07.882.2011 .01		SX 24 45 03 17.pdf
							Replaced Form Number:	SX 24 45 06 11		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY PROVISIONS

- A.** It is agreed that the **Personal And Advertising Injury** exclusion of **Section I - COVERAGES** is replaced by the following:

This policy does not apply to:

"Personal and advertising injury":

- (1)** Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- (2)** Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.
- (3)** Arising out of a criminal act committed by or at the direction of the insured.
- (4)** Arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".
- (5)** Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (6)** Arising out of the wrong description of the price of goods, products or services.
- (7)** **(a)** Arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.
- (b)** Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you or any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving intellectual property right is limited to:

- (1)** Infringement, in your "advertisement", of
 - (a)** Copyright;
 - (b)** Slogan;
 - (c)** Title of any literary or artistic work; or
 - (2)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".
 - (8)** Arising out of an offense committed by an insured whose business is:
 - (a)** Advertising, broadcasting, publishing or telecasting;
 - (b)** Designing or determining content of web sites for others; or
 - (c)** An Internet search, access, content or service provider.
- However, this exclusion does not apply to Paragraphs **3.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.
- For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.
- (9)** Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
 - (10)** Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site.

(13) Arising out of a violation of any anti-trust law.

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities.

(15) Arising out of discrimination committed by or at your direction, or the direction of any partner, member, manager, "executive officer", director, stockholder, or trustee of the insured.

However, if **Form SS 40 26** is a part of "underlying insurance":

1. Paragraphs (4), (5) and (7) are replaced by the following:

- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site".
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site".
- (7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation or origin or authenticity; or
- (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you or any other party involved in the claim or

"suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement in your "advertisement" of:

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or
- (c) Title of any literary or artistic work; or

(2) Copying in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

2. Paragraph (9) does not apply

3. Subparagraphs (a), (b) and (c) of Paragraph (12) does not apply.

B. The following definitions are added to **Section VII - Definitions**:

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio
- (2) Television
- (3) Billboard
- (4) Magazine
- (5) Newspaper
- b. The internet, but only the part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
- c. Any other publication that is given widespread public distribution.

If form SS 40 26 is a part of "underlying insurance", then Paragraph a. immediately above also includes the Internet, but only to the extent that the definition of advertisement in the "underlying insurance" also includes the Internet.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination that results in humiliation or other injury to the feelings or reputation of a natural person.

However, if **Form SS 40 26** is a part of "underlying insurance":

(a) Subparagraphs **f.** and **g.** above that apply to your "advertisement" also apply to "your web site".

4. **"Your web site"** means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, that is accessible over a computer network.

C. It is agreed and understood that any coverage afforded for "personal and advertising injury" applies only if and to the extent that "underlying insurance" is maintained providing coverage for the "occurrence" with minimum underlying limits as set forth in the Schedule of Underlying Insurance Policies. In no event shall coverage be broader than the scope of coverage provided by the policy of which this endorsement forms a part.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not Applicable.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not Applicable.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not Applicable.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not Applicable.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	Please see attached.
Attachment(s):	CW.Form. explanatory.UMBRELLA.CYBERFLEX.form.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Tracked Changes
Comments:	Please see attached.
Attachment(s):	SX 24 45 03 17 TC.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	HART-130813469	State Tracking #:		Company Tracking #:	FN.07.882.2017.01
State:	District of Columbia	First Filing Company:	Hartford Casualty Insurance Company, ...		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0003 Commercial Package				
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EXPLANATORY MEMORANDUM – FORM SPECTRUM POLICY

The purpose of this explanatory memorandum is to support our revised Amendment Of Coverage – Personal And Advertising Injury for all writing companies.

**REVISED FORM:
ALL WRITING COMPANIES**

Form Title	Revised Form Number	Replaces Form Number
AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY	SX 24 45 03 17	SX 24 45 06 11

REVISED FORM EXPLANATION

This endorsement is for use with our Umbrella Liability coverage. This optional form amends the follow form coverage currently provided in our umbrella policy provisions and introduces a Personal and Advertising Injury exclusion and definition that aligns with the Business Liability Coverage Form.

This form has been updated to align with the changes made to Cyberflex Coverage, SS 40 26. Please see corresponding Form Explanatory for Cyberflex Coverage, SS 40 26.

Rate Impact:

There is no rate impact with the changes made with the revised Amendment Of Coverage – Personal And Advertising Injury Coverage .

Use: **SX 24 45** is an optional endorsement used with the Umbrella Liability Coverage.

Prepared by:

Rob Schenkel
Product Specialist
The Hartford
(860) 547 7171

Date: October 20, 2016



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- A. It is agreed that the **Personal And Advertising Injury** exclusion of **Section I - COVERAGES** is replaced by the following:

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"Personal and advertising injury":

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- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.
- (3) Arising out of a criminal act committed by or at the direction of the insured.
- (4) Arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (6) Arising out of the wrong description of the price of goods, products or services.
- (7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.
(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any

intellectual property right, whether such allegation of infringement or violation is made against ~~by~~ you or ~~by~~ any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of
 - (a) Copyright;
 - (b) Slogan;
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".
- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 3.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or

advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

(9) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

(11) Arising out of the violation of a person's right of privacy created by any state or federal act. However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

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(c) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on "your web site"; or

(d) Computer code, software or programming used to enable:

(i) "Your web site"; or

(ii) The presentation or functionality of an "advertisement" or other content on "your web site".

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(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities.

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However, if **Form SS 40 26** is a part of "underlying insurance":

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(4) Arising out of any breach of contract, except

~~(4) Arising out of any breach of contract, except—~~ an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site".

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site".

(7) (a) Arising out of any actual or alleged ~~violation of any actual or alleged~~ infringement or violation of any intellectual property rights, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation or origin or authenticity; or-

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against ~~by~~ you or ~~by~~ any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

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(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

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(2b) Copying in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

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 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or

premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
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