

PERSONAL INJURY EXTENSION

The insurance provided by this policy extends to include the Named Insured's legal liability for damages sustained by any person arising out of one or more of the following offences committed during the policy period:-

1. False arrest: restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to the Insurance provided by this extension:-

- (a) liability assumed by the Named Insured under any contract or agreement
- (b) personal injury arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Named Insured
- (c) personal injury arising out of offence 5 above,
 - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
 - (ii) if such publication or utterance was made by or at the direction of the Insured with the Knowledge of the false nature thereof
- (d) liability for personal injury sustained by any person directly or indirectly related to the past, present or potential employment of such person by the Insured.

The limit of liability applicable to Personal Injury claims shall be _____ any one offence and in the aggregate during the policy period being within the overall policy limit and not in addition thereto.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this extension in coverage is only applicable where coverage is provided in accordance with Clause AVN.59

19/12/85
AVN.60