

Appendix A

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT

- a. We will pay those sums up to the applicable Limit of Insurance that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages for which there is coverage under this policy. . . .

2. EXCLUSIONS

This insurance, including any duty we have to defend “suits” does not apply to:

- a. “Personal and advertising injury”
 - 1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
 - 2) Arising out of oral or written publication of material if done by or at the direction of the insured with knowledge of its falsity;
 - . . .
 - 7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
 - . . .
 - 17) Arising out of:
 - a. An error, omission, defect or deficiency:
 - i) in any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
 - ii) in experimental data or the insured’s interpretation of that data.
 - b. The reporting of or reliance upon any such test, evaluation, consulting or advice. . . .

(Peterson Aff., Mar. 30, 2009, Ex. A at 10, 12-13, Docket No. 23.)