Advertising Injury Coverage

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ADVERTISING INJURY COVERAGE

Policyholders continue their imaginative efforts to shoehorn all kinds of claims into the "advertising injury" coverage afforded by commercial general liability policies since the New York Court of Appeals first addressed the meaning of that coverage in what remains one of the leading cases in the country in A. Meyers & Sons Corp. v. Zurich American Ins. Group in 1989. Unlike Meyers which involved claims of patent infringement, most attempts for coverage today involve underlying claims of trademark infringement and that part of the definition of "advertising injury" which includes "misappropriation of advertising ideas or style of doing business." As always, the coverage determination depends on a careful review of the particular allegations against the insured and the exact policy language at issue.