

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – SUBLIMIT OF INSURANCE - ASSAULT AND/OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE*

Aggregate Sublimit of Insurance \$ _____

Each Occurrence Sublimit of Insurance \$ _____

Deductible Amount \$ _____

(Defense and Claim Expenses Included Within Limit of Liability and Deductible Amount)

(*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

- A. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury” arising in whole or in part from:
 - 1. The actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, his “employees”, patrons or any other person;
 - 2. The failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
 - 3. The negligent:
 - a. employment;
 - b. investigation;
 - c. supervision;
 - d. training; or
 - e. retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. or 2. above.

- B. Subparagraph a. of 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is replaced by the following:
 - a. **Expected Or Intended Injury**
 “Bodily injury” or “property damage” expected or intended from the standpoint of any insured.

- C. The following is added to **SECTION III – LIMITS OF INSURANCE**:
 - 1. The Aggregate Sublimit of Insurance shown in the Schedule above is the most we will pay for the sum of damages and “defense and claim expenses” for coverage provided under this endorsement. These payments will reduce the General Aggregate Limit shown in the Declarations.
 - 2. The Each Occurrence Sublimit of Insurance shown in the Schedule above is the most we will pay for the sum of damages and “defense and claim expenses” because of “bodily injury”, “property damage” and “personal and advertising injury” arising in whole or in part out of any one “occurrence” for coverage provided under this endorsement. These payments will reduce the Each Occurrence Limit shown in the Declarations.

COMMERCIAL GENERAL LIABILITY

3. Our obligation under this endorsement to pay damages or “defense and claim expenses” on your behalf applies only to the amount of damages or “defense and claim expenses” in excess of the Deductible Amount stated in the Schedule above. We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

- D. The following is added to **SECTION V – DEFINITIONS**:
“Defense and claim expenses” includes, but is not limited to, loss adjustment expenses, investigation expenses, legal fees and expenses, expediting expenses and any other expenses.

- E. For the purpose of this endorsement, the words assault and/or battery are intended to include, but are not limited to, sexual assault.

All other terms and conditions of the policy remain unchanged.