

ASSAULT AND BATTERY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The following paragraph under **2., Exclusions of Section I – Coverage A**, is replaced by the following:
 - a. **Expected Or Intended Injury**
“Bodily Injury” or “property damage” expected or intended from the standpoint of the insured.
2. The following exclusion is added to **SECTION I –COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to:

- a. **Assault or Battery**

“Bodily Injury” or “Property Damage” arising out of any assault, battery, fight, altercation, misconduct or similar incident or act of violence

This exclusion applies whether the assault, battery, fight, altercation, misconduct or similar incident or act of violence was;

- (1) caused by
- (2) at the instigation of; or
- (3) at the direction of

you, your “employee”, your customers, patrons, guests or any other person or cause whatsoever.

This exclusion also applies whether the insured may be liable as an employer or in any other capacity.

- b. Coverage of any kind, including but not limited to the cost of defense, for “Bodily Injury” and/or “Property Damage” arising out of, or caused in whole or in part by an assault and/or battery.
- c. No Coverage is provided under this policy if the underlying operative facts constitute an assault and/or battery irrespective of whether the claim alleges negligent hiring, training, supervision and/or retention against the insured, or for any other negligent actions of the insured.

3. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY** item **2. Exclusions**

This insurance does not apply to:

a. Assault or Battery

“Personal or Advertising Injury” arising out of any assault, battery, fight, altercation, misconduct or similar incident or act of violence

This exclusion applies whether the assault, battery, fight, altercation, misconduct or similar incident or act of violence was;

(1) caused by

(2) at the instigation of; or

(3) at the direction of you, your “employee”, your customers, patrons, guests or any other person or cause whatsoever.

This exclusion also applies whether the insured may be liable as an employer or in any other capacity.

- b.** Coverage of any kind, including but not limited to the cost of defense, for “Bodily Injury” and/or “Property Damage” arising out of, or caused in whole or in part by an assault and/or battery.
- c.** No Coverage is provided under this policy if the underlying operative facts constitute an assault and/or battery irrespective of whether the claim alleges negligent hiring, training, supervision and/or retention against the insured, or for any other negligent actions of the insured.