

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****EXCLUSION - ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1.** This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of or resulting from:
  - (a)** any actual, threatened or alleged assault or battery;
  - (b)** the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
  - (c)** the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
  - (d)** the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
  - (e)** the negligent:
    - (i)** employment;
    - (ii)** investigation;
    - (iii)** supervision;
    - (iv)** training;
    - (v)** retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **1. (a), (b), (c) or (d)** above;
  - (f)** any other cause of action or claim arising out of or as a result of **1. (a), (b), (c), (d) or (e)** above.
- 2.** We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
  - (a)** any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
  - (b)** any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
  - (c)** any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
- 3.** For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault.