

**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 FORM**

- A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a. Expected Or Intended Injury is deleted.**
- B. The following is added as an item to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions:**
1. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
  2. Any claim or "suit" to recover damages for "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising from actual or alleged "assault" or "battery" and any claim or "suit" for false arrest, false detention or false imprisonment, where such false arrest, false detention or false imprisonment is connected to or arises in the sequence of events related to actual or alleged "assault" or "battery". We are under no duty to defend or indemnify an insured regardless of the degree of culpability or intent and without regard to:
    - a. Whether the acts are alleged to be by or at the instruction or at the direction of the insured, his officers, "employees", agents or servants; or by any other person lawfully or otherwise on, at or near premises owned or occupied by the insured; or by any other person;
    - b. The alleged failure or fault of the insured, or his officers, "employees", agents or servants, in the hiring, training, supervision, retention or control of any person, whether or not an officer, "employee", agent or servant of the insured;
    - c. The alleged failure or fault of the insured, or his officers, "employees", agents or servants, to attempt to prevent, suppress, bar or halt any such conduct, including, but not limited to, any alleged failure to provide security;
    - d. Any actual, threatened or alleged "assault" or "battery";
    - e. 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";
    - f. 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";
    - g. The negligent:
      - (1) Investigation; or
      - (2) Reporting to the proper authorities, or failure to so report;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **2.a.** through **2.f.** above;
    - h. Such action having resulted from the use of reasonable force to protect persons or property; or
    - i. Any other cause of action or claim arising out of or as a result of **2.a.** through **2.h.** above.
  3. Any claim or "suit" by any person, firm or organization, asserting rights derived from, or contingent upon, any person asserting a claim or "suit" excluded under paragraphs **1.** and **2.** above. In addition,

this endorsement specifically excludes from coverage claims for:

- a. Emotional distress, for loss of society, services, consortium or income;
- b. Reimbursement for expenses (including but not limited to medical expenses, hospital expenses and wages) paid or incurred by such other person, firm or organization; or
- c. Any obligation to share damages with or repay someone who must pay damages because of the injury;

arising from actual or alleged "assault" or "battery".

4. 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; or
  - 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.

Further, no coverage or duty to defend is provided if the underlying operative facts constitute an "assault" or "battery" irrespective of whether the claim alleges failure to provide adequate security in any way.

C. The following are added as items to **SECTION V – DEFINITIONS**:

1. "Assault" is defined as any apprehension of harmful or offensive contact by a person or thing, or any apprehension of harmful or offensive contact between or among two or more persons by threats through words or deeds, which includes, but is not limited to, apprehension of contact of a physical or sexual nature or apprehension arising out of the distribution, demonstration, accidental discharge, gunsmithing, ownership, maintenance or use of firearms or "weapons".
2. "Battery" is defined as any harmful or offensive contact made by a person or thing, or harmful or offensive contact between or among two or more persons which includes, but is not limited to, contact of a physical or sexual nature or harm arising out of the distribution, demonstration, accidental discharge, gunsmithing, ownership, maintenance or use of firearms or "weapons".
3. For the purpose of this endorsement only, the definition of "employee" is amended to include any:
  - a. Person who is performing any work or providing any service for or on behalf of any insured or contractor or subcontractor of any insured, whether on a paid or volunteer basis including day laborers;
  - b. "Temporary worker";
  - c. "Volunteer worker";
  - d. Person who is contracted with you or with any insured for services; and
  - e. Person who is employed by, leased to, contracted with, "temporary worker" of or "volunteer worker" of any entity that is contracted with:
    - (1) You or with any insured for services; or
    - (2) Others on your behalf for services.
4. "Weapons" are defined as instruments of an offensive or defensive nature and include but are not limited to batons, bows, crossbows, arrows, knives, mace, stun guns, swords or any wielded objects used to inflict injury or harm.

D. The terms of this exclusion apply to the entire General Liability Coverage Part, including any endorsements or coverage extensions therein.

All other terms and conditions of this policy remain unchanged.