

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following Coverage Form:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM

**SCHEDULE**

**Assault and Battery Aggregate Limit: \$**

I. We have issued both a Commercial General Liability Coverage Form and a Liquor Liability Coverage Form that provides insurance to you. This endorsement applies to both forms and pre-empts any conflicting provision in either coverage form.

II. The following exclusion applies to the Commercial General Liability Coverage Form and the Liquor Liability Coverage Form:

This insurance does not apply to:

**Assault and Battery**

A. "Bodily injury," "property damage," or "personal and advertising injury" otherwise covered by the Commercial General Liability Coverage Form; or to

B. "Injury" otherwise covered by the Liquor Liability Coverage Form if such "bodily injury," "property damage," "personal and advertising injury," or "injury" arises directly or indirectly out of the following:

1. "Assault and battery" whether caused by or at the instruction or direction of, or arising out of the negligence of an insured or the insured's employee or the acts of the insured's patron;
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Training;
  - e. Reporting to the proper authorities, or failure to so report; or
  - f. Retention; of a person for whom any insured is or ever was legally responsible and whose conduct caused or contributed to an "assault and battery";
3. The rendering, failure to render or failure to secure medical treatment necessitated by an alleged "assault and battery"; or
4. The prevention of, suppression of, or failure to prevent or suppress an "assault and battery."

This exclusion does not apply to the extent that the total amount paid for all "bodily injury," "property damage," "personal and advertising injury," and "injury," regardless of the number of insureds, claimants, or claims or "suits" brought, is equal to or less than the Assault and Battery Aggregate Limit in the above Schedule.

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**III.** The following modifies the limits of insurance of both the Commercial General Liability Coverage Form and the Liquor Liability Coverage Form:

A. Whether claims are made under the Commercial General Liability Coverage Form or the Liquor Liability Coverage Form the Assault and Battery Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all:

1. "Bodily injury" and "property damage" under Coverage A of the Commercial General Liability Coverage Form;
2. "Personal and advertising injury" under Coverage B of the Commercial General Liability Coverage Form;
3. Medical payments under Coverage C of the Commercial General Liability Coverage Form; and
4. "Injury" under the Liquor Liability coverage Form arising out of "assault and battery."

B. Claims and "suits" for "bodily injury," "property damage," and "personal and advertising injury" arising out of "assault and battery" are subject to the General Aggregate Limit, Personal and Advertising Injury Limit, Each Occurrence Limit, and Medical Expense Limit of the Commercial General Liability Coverage Form.

C. Claims and "suits" for "injury" arising out of "assault and battery" are subject to the Aggregate Limit and Each Common Cause Limit of the Liquor Liability Coverage Form.

D. The Assault and Battery Aggregate Limit is a limit shared by the two coverage forms and not a separate limit for each coverage form.

E. Regardless of whether any other provision or endorsement is attached to this policy to the contrary, the Assault and Battery Aggregate Limit does not apply per location or per project.

**IV.** The following is added to Section V – Definitions of the Commercial General Liability Coverage Form and Section V – Definitions of the Liquor Liability Coverage Form:

"Assault and battery" means any of the following:

- a. A willful attempt or threat to inflict bodily harm upon another person;
- b. An intentional display of force that would give the victim reason to fear or expect immediate bodily harm; or
- c. any unlawful touching of another person or infliction of bodily harm upon another by use of a firearm, knife, or other weapon.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.