

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT AND BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE

SCHEDULE

Applicable Coverage Forms:	<input type="checkbox"/> Commercial General Liability Coverage Form <input type="checkbox"/> Liquor Liability Coverage Form
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- A. When this endorsement applies to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, as shown in the SCHEDULE above, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended to add the following:

Assault and Battery

This insurance does not apply to damages or expenses due to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from, or in connection with:

1. Assault or battery, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever;
2. The failure to suppress or prevent assault or battery by you, any insured, or any person;
3. The failure to provide an environment safe from assault or battery, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to assault or battery;
4. The negligent employment, investigation, hiring, supervision, training, or retention of any person;
5. The use of any force to protect persons or property whether or not the “bodily injury”, “property damage”, or “personal and advertising injury” was intended from the standpoint of the insured or committed by or at the direction of any insured;
6. The failure to render or secure medical treatment or care necessitated by any assault or battery.

Assault includes, but is not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

Battery includes, but is not limited to, battery, sexual abuse, sexual battery, sexual molestation, and any actual harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

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- B. When this endorsement applies to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, as shown in the SCHEDULE above, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a.** is deleted in its entirety and replaced with the following:

a. Expected or Intended Injury

“Bodily injury” or “property damage” which is expected or intended by any insured even if the “bodily injury” or “property damage”:

- (1) Is of a different kind, quality, or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

- C. When this endorsement applies to the LIQUOR LIABILITY COVERAGE FORM, as shown in the SCHEDULE above:

1. The terms “bodily injury” and “property damage” in this endorsement are replaced by the term, “injury” and the term “personal and advertising injury” does not apply.
2. The following is added to section A. of this endorsement:
 7. The intoxication of any person.
3. **SECTION I – LIQUOR LIABILITY COVERAGE 2. Exclusions, paragraph a.** is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

“Injury” which is expected or intended by any insured even if the “injury”:

- (1) Is of a different kind, quality, or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

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ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.