

SafePoint Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE
READ IT CAREFULLY.**

ASSAULT, BATTERY AND SEXUAL ABUSE EXCLUSION

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Coverage A, B and C, Paragraph 2. Exclusions:**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "medical payments" or any other damages directly or indirectly because of, arising out of, related to or in any other way connected to actual, threatened or attempted:

- (1) altercation, misconduct, physical abuse, physical assault, physical battery, physical molestation, habitual neglect; or
- (2) sexual abuse, sexual assault, sexual battery, sexual molestation; or
- (3) licentious, amoral, immoral or similar behavior;

that was committed or alleged to have been committed by the insured, their "employees", any person(s) acting on behalf of the insured, including customers, patrons, guests or any other person(s) on the insured's premises.

This exclusion applies to all causes of action arising out of any of the acts enumerated above, including but not limited to:

- a. allegations of negligent hiring, placement or training of employees;
- b. improper or non-existent supervision of employees, patrons or guests;
- c. negligence in failing to protect customers, patrons or guests.
- d. error or omissions relating to any of the above mentioned acts.

In addition, this exclusion applies regardless of whether the acts enumerated above were committed intentionally, negligently, inadvertently, or with the belief, erroneous or otherwise, that the other party consented and had the legal and mental capacity to consent to it.

This exclusion applies regardless of whether or not the insured, their "employees", any person acting on behalf of insured, customers, patrons or guests, are actually charged with or convicted of a crime.