

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ABUSE OR MOLESTATION EXCLUSION
ABUSE OR MOLESTATION SUBLIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1) Except to the extent coverage is provided in 2) below, this insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or any other "injury," arising out of:
 - (a) the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
 - (b) the negligent
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) reporting to the proper authorities, or failure to so report; or
 - (v) retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

This exclusion shall apply regardless of the legal form any "suit" may take. As an example, this insurance shall provide no coverage for a claim alleging that an insured was negligent or in breach of contract due to the hiring of an employee accused of sexual abuse. However, notwithstanding the foregoing, the insured shall be protected under the terms of the policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against the insured, for any such alleged behavior by an insured unless a judgment or final adjudication adverse to the insured shall establish that such behavior occurred as an essential element of the cause of action so adjudicated.

- 2) (a) If a limit is shown in item (b) below, the above exclusion shall not apply, subject to the following additional conditions:
 - i) The most we will pay for a claim otherwise excluded in Item 1) above is the limit stated in this endorsement.
 - ii) We will not pay any claim or defense cost on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or
On behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee or volunteer of the insured.
 - iii) We will not pay any claim or defense costs on behalf of any person who commits an intentional or criminal act.
 - iv) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments and settlements under this endorsement.

(b) Limit:

100,000 per person abused or molested regardless of the number of incidents involving that person;

300,000 aggregate per policy period.

Multiple incidents of abuse or molestation involving a person which take place over multiple policy periods for which this coverage is provided by us shall be deemed as one occurrence and shall be subject to the coverage and limits in effect at the time of the first incident.

Payment under this coverage shall be included in the General Aggregate Limit as stated in **SECTION III - LIMITS OF INSURANCE**, Part 2. All other provisions of **SECTION III - LIMITS OF INSURANCE** do not apply to coverage defined in this endorsement.