ASSAULT, BATTERY OR ASSAULT AND BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

Assault, Battery or 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 or resulting from:

(1) “Assault”, “Battery” or “Assault and Battery” committed by any person;

(2) The failure to suppress or prevent “Assault”, “Battery” or “Assault and Battery” by any person;

(3) The failure to provide an environment safe from “Assault”, “Battery” or “Assault and Battery”;

(4) The failure to warn of the dangers of the environment which could contribute to “Assault”, “Battery” or “Assault and Battery”;

(5) “Assault”, “Battery” or “Assault and Battery” arising out of the negligent hiring, supervision, or training of any person;

(6) The use of any force to protect persons or property whether or not the “bodily injury” or “property damage” or “personal and advertising injury” was intended from the standpoint of the insured or committed by or at the direction of the insured.

B. SECTION V – DEFINITIONS is amended and the following is added:

“Assault” means:

a. an act creating an apprehension in another of immediate harmful or offensive contact, or

b. an attempt to commit a “Battery”.

“Battery” means an act which brings about harmful or offensive contact to another or anything connected to another.

“Assault and Battery” means the combination of an “Assault” and a “Battery”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.