

FORMS – FILED/IMPLEMENTATION

JUNE 8, 2023

GENERAL LIABILITY

LI-GL-2023-128

GEORGIA GENERAL LIABILITY MULTISTATE OPTIONAL ENDORSEMENTS ADDRESSING ABUSE OR MOLESTATION LIABILITY SUPPLEMENT FILED AND APPROVED

KEY MESSAGE

We have filed and received approval of new and revised optional multistate and state-specific endorsements in Georgia.

Filing ID: [GL-2021-OAMFR](#)

Effective Date: 12/1/2023

BACKGROUND

In circular:

- [LI-GL-2021-392](#), we announced the filing of multistate forms filing GL-2021-OAMFR, which introduced and withdrew optional multistate endorsements addressing abuse or molestation liability exposures for use with the Commercial General Liability (CGL) program.
- [LI-GL-2021-393](#), we announced the filing of multistate rules filing GL-2021-RAMRU, which introduced a new multistate Rule 41. and revised multistate Rule 36. in Division Six – General Liability of the Commercial Lines Manual (CLM) to reflect new and withdrawn endorsements submitted with companion forms filing GL-2021-OAMFR.
- [LI-GL-2022-018](#), we provided you with final copies of the multistate endorsements included in forms filing GL-2021-OAMFR.
- [LI-GL-2022-056](#), we furnished Advisory Sample Notices To Policyholders for use in conjunction with the implementation of the Commercial Umbrella Liability And General Liability Abuse or Molestation Liability Multistate forms revisions.

In subsequent circulars, which are listed in the attached multistate status report, we provided state supplements to the multistate forms and rules filings for certain jurisdictions.

ISO ACTION

In addition to the multistate material, we are providing the attached Georgia forms supplement to multistate filing GL-2021-OAMFR.

Refer to the attached explanatory material for complete details about the filing.

For more information on the status of filings in a particular state, including filed and approved documents, associated circulars and links to Print Ready Manuals and Commercial Lines Manual, please feel free to access our [Filings](#) feature within the ISOnet Circulars product.

INSURANCE DEPARTMENT ACTION

We have received all necessary approvals or acknowledgements, as required by state laws and regulations, from the insurance department in this jurisdiction.

Note: The announcement of implementation in a particular jurisdiction includes the implementation of the multistate filings and any state supplement and/or amendment filing.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after December 1, 2023.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Number [GL-2021-OAMFR](#) and SERFF Tracking Number [ISOF-133529703](#), NOT this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

Refer to circular [LI-GL-2021-392](#) for impact of the multistate filing.

IMPACT ON STATISTICAL REPORTING

ISO has released the statistical reporting requirements in circular [SP-GL-2022-001](#), "General Liability Abuse And Molestation Coding Established," dated January 10, 2022, announcing revisions to the General Liability module for Abuse and Molestation Coding including new Classification Codes, Exposure Indicator Codes, and Type of Loss Codes in the Commercial Statistical Plans.

POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2023-005](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

FUTURE ISO ACTION

In future circulars, we will:

- Inform you of implementation status of these filings in additional jurisdictions.
- Provide an updated multistate status report summarizing filing activity. For interim updates, please check the Insurance Lines Services web site (www.verisk.com/ils). In addition to other information, this web site contains copies of major multistate filing status reports that are updated approximately every two weeks.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of **12-23** (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the filing and implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-GL-2023-129](#) (06/08/2023) Georgia General Liability Multistate Rules Revisions Addressing Abuse Or Molestation Liability Supplement Filed And To Be Implemented
- [LI-CL-2023-005](#) (02/21/2023) Commercial Lines Revised Lead Time Requirements Listing
- [LI-GL-2022-056](#) (03/04/2022) Advisory Sample Notices To Policyholders For Commercial Liability Umbrella And General Liability Abuse Or Molestation Multistate Forms Revisions Furnished
- [LI-GL-2022-018](#) (01/21/2022) General Liability Multistate Forms And Endorsements (Edition 09 22) Available
- [SP-GL-2022-001](#) (01/10/2022) General Liability Abuse And Molestation Coding Established
- [LI-GL-2021-393](#) (12/17/2021) General Liability Multistate Rules Revision Addressing Abuse Or Molestation Liability Being Filed
- [LI-GL-2021-392](#) (12/17/2021) General Liability Multistate Optional Endorsements Addressing Abuse Or Molestation Liability Being Filed

ATTACHMENT(S)

Georgia Supplement to Filing [GL-2021-OAMFR](#)

Final copies of [CG 05 01 09 22](#), [CG 05 02 09 22](#), [CG 05 03 09 22](#), [CG 05 04 09 22](#) and [CG 27 61 09 22](#)

Status Report

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Now, as in the past, all of our products and services are advisory, and are made available for optional use by participating insurers as a matter of individual choice. Your company must decide for itself which, if any, ISO products or services are needed or useful to its operation and how those selected for use should be applied. We urge that you be guided by the advice of your attorneys on the legal requirements.

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Georgia Supplement To The New Multistate Optional Endorsements Addressing Abuse or Molestation Liability

About This Filing

This supplement addresses state-specific provisions to complement changes introduced in the multistate portion of this filing.

New Forms

We are introducing the following forms:

- ◆ CG 05 01 09 22 Georgia Sexual Abuse Or Sexual Molestation Liability Coverage
- ◆ CG 05 02 09 22 Georgia Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage
- ◆ CG 05 03 09 22 Georgia Sexual Abuse Or Sexual Molestation Liability Coverage (Claims-Made)
- ◆ CG 05 04 09 22 Georgia Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage (Claims-Made)
- ◆ CG 27 61 09 22 Georgia Supplemental Extended Reporting Period Endorsement For Sexual Abuse Or Sexual Molestation Liability Coverage

Multistate Applicability

The following multistate form(s) do not apply in Georgia:

- ◆ CG 04 14 09 22 Sexual Abuse Or Sexual Molestation Liability Coverage
- ◆ CG 04 15 09 22 Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage
- ◆ CG 04 16 09 22 Sexual Abuse Or Sexual Molestation Liability Coverage (Claims-Made)
- ◆ CG 04 17 09 22 Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage (Claims-Made)

- ◆ CG 27 55 09 22 Supplemental Extended Reporting Period Endorsement For Sexual Abuse Or Sexual Molestation Liability Coverage

Related Filing(s)

- ◆ GL-2021-RAMRU (Rules)

Background

In the multistate section of this filing, we are introducing and withdrawing optional multistate endorsements addressing abuse or molestation liability exposures for use with the Commercial General Liability (CGL) program.

Upon review of the multistate section of this filing, the Georgia Office of Insurance and Safety Fire Commissioner (Department) stated, in part, that with respect to the Excess Insurance provision of the Other Insurance condition in the multistate endorsements, “[t]he Department’s position is that such provisions are against public policy when applied to other than a specific “excess” or “umbrella” type contract.”

Explanation of Changes

We are introducing the following endorsement(s) to complement the revisions in the multistate section of this filing:

CG 05 01 Georgia Sexual Abuse Or Sexual Molestation Liability Coverage

In the multistate section of this filing, we are introducing Sexual Abuse Or Sexual Molestation Liability Coverage CG 04 14. This multistate endorsement does not apply in Georgia. In its place, we are introducing endorsement CG 05 01.

As a result of the aforementioned position of the Department, we are introducing CG 05 01 to remove the Other Insurance condition found in the multistate endorsement.

CG 05 02 Georgia Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage

In the multistate section of this filing, we are introducing Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage CG 04 15. This multistate endorsement does not apply in Georgia. In its place, we are introducing endorsement CG 05 02.

As a result of the aforementioned position of the Department, we are introducing CG 05 02 to remove the Other Insurance condition found in the multistate endorsement.

CG 05 03 Georgia Sexual Abuse Or Sexual Molestation Liability Coverage (Claims-Made)

In the multistate section of this filing, we are introducing Sexual Abuse Or Sexual Molestation Liability Coverage (Claims-Made) CG 04 16. This multistate endorsement does not apply in Georgia. In its place, we are introducing endorsement CG 05 03.

As a result of the aforementioned position of the Department, we are introducing CG 05 03 to remove the Other Insurance condition found in the multistate endorsement.

In addition, the last paragraph under Paragraph H.5. found in the multistate endorsement is being replaced to remove reference to excess insurance.

CG 05 04 Georgia Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage (Claims-Made)

In the multistate section of this filing, we are introducing Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage (Claims-Made) CG 04 17. This multistate endorsement does not apply in Georgia. In its place, we are introducing endorsement CG 05 04.

As a result of the aforementioned position of the Department, we are introducing CG 05 04 to remove the Other Insurance condition found in the multistate endorsement.

In addition, the last paragraph under Paragraph H.5. found in the multistate endorsement is being replaced to remove reference to excess insurance.

CG 27 61 Georgia Supplemental Extended Reporting Period Endorsement For Sexual Abuse Or Sexual Molestation Liability Coverage

In the multistate section of this filing, we are introducing Supplemental Extended Reporting Period Endorsement For Sexual Abuse Or Sexual Molestation Liability Coverage CG 27 55. This multistate endorsement does not apply in Georgia. In its place, we are introducing endorsement CG 27 61.

As a result of the aforementioned position of the Department, we are introducing CG 27 61 to remove the Other Insurance condition found in the multistate endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s): (Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages: Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

- (1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or
- (2) The insured:
 - (a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or
 - (b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:
 - a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory" during the policy period; and
 - b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement.

However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement.

3. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.
4. Damages because of "injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "injury".

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

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D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage **A** or Coverage **B** applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

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This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this Coverage Part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
 - b. In which the "interrelated acts" were committed;
- will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.

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b. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

G. With respect to the coverage provided by this endorsement, Paragraph 2. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:

a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or

b. The negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.

3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

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Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;
- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- I. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION
OF ANY PERSON COMMITTED BY THE INSURED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s):	
(Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages: Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

- (1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or
- (2) The insured:
 - (a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or
 - (b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:
 - a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory" during the policy period; and
 - b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement.

However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement.

3. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.
4. Damages because of "injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "injury".

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

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D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage A or Coverage B applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

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This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
 - b. In which the "interrelated acts" were committed;
- will apply to all damages because of all "injury" for such "interrelated acts".

3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;
- whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.

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b. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

G. With respect to the coverage provided by this endorsement, Paragraph 2. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:

- a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision; or
 - (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.

3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

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Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;
- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- I. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s): (Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Retroactive Date:	
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;

- b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

**B. The following is added to Section I – Coverages:
Insuring Agreement – Sexual Abuse Or Sexual
Molestation Liability**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:

a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

(1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or

(2) The insured:

(a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or

(b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:

a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory";

b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement. However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement;

c. The "act of sexual abuse or sexual molestation" or "interrelated acts" was not committed before the Retroactive Date, if any, shown in the Schedule of this endorsement or after the end of the policy period; and

d. A claim for damages, with respect to the "injury", is first made against any insured, in accordance with Paragraph 3. below, during the policy period or an Extended Reporting Period we provide in accordance with Paragraph H. of this endorsement.

3. A claim seeking damages will be deemed to have been made at the earlier of the following times:

a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

b. When we make settlement in accordance with Paragraph a. above.

4. All claims made by the same person and arising out of the same "act of sexual abuse or sexual molestation" or "interrelated acts", including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "injury", will be deemed to have been made at the time the first of those claims is made against any insured.

5. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.

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C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

- D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage A or Coverage B applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

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f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.
- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

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With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
- b. In which the "interrelated acts" were committed;

will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- G. With respect to the coverage provided by this endorsement, Paragraph 2. of Section IV – Commercial General Liability Conditions is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

Notice of an "act of sexual abuse or sexual molestation" is not notice of a claim.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

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- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following section is added:

Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This endorsement is cancelled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" which was committed before the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule of this endorsement.

Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period Endorsement within 60 days after the end of the policy period or the date of termination of the Policy or this endorsement, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Extended Reporting Period Aggregate Limit for any claim first made during the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period Aggregate Limit will be equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Aggregate Limit in the Schedule of this endorsement.

Paragraph F.1. of this endorsement will be amended accordingly. The Sexual Abuse Or Sexual Molestation Liability Each Act Limit will then continue to apply as set forth in Paragraph F.2. of this endorsement.

- I. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:
 - a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
 - b. The negligent:
 - (1) Employment;

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- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

- 2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
- 3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;

- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- J. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION OF ANY PERSON COMMITTED BY THE INSURED LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s): (Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Retroactive Date:	
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;

- b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

**B. The following is added to Section I – Coverages:
Insuring Agreement – Sexual Abuse Or Sexual
Molestation Liability**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:

a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

(1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or

(2) The insured:

(a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or

(b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:

a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory";

b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement. However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement;

c. The "act of sexual abuse or sexual molestation" or "interrelated acts" was not committed before the Retroactive Date, if any, shown in the Schedule of this endorsement or after the end of the policy period; and

d. A claim for damages, with respect to the "injury", is first made against any insured, in accordance with Paragraph 3. below, during the policy period or an Extended Reporting Period we provide in accordance with Paragraph H. of this endorsement.

3. A claim seeking damages will be deemed to have been made at the earlier of the following times:

a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

b. When we make settlement in accordance with Paragraph a. above.

4. All claims made by the same person and arising out of the same "act of sexual abuse or sexual molestation" or "interrelated acts", including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "injury", will be deemed to have been made at the time the first of those claims is made against any insured.

5. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.

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C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

- D.** With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage A or Coverage B applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

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f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.
- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

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With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
- b. In which the "interrelated acts" were committed;

will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- G. With respect to the coverage provided by this endorsement, Paragraph 2. of Section IV – Commercial General Liability Conditions is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

Notice of an "act of sexual abuse or sexual molestation" is not notice of a claim.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

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- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following section is added:

Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This endorsement is cancelled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" which was committed before the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule of this endorsement.
Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" not previously reported to us.
The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period Endorsement within 60 days after the end of the policy period or the date of termination of the Policy or this endorsement, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Extended Reporting Period Aggregate Limit for any claim first made during the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period Aggregate Limit will be equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Aggregate Limit in the Schedule of this endorsement.

Paragraph F.1. of this endorsement will be amended accordingly. The Sexual Abuse Or Sexual Molestation Liability Each Act Limit will then continue to apply as set forth in Paragraph F.2. of this endorsement.

- I. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:
 - a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or
 - b. The negligent:
 - (1) Employment;

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- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

- 2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
- 3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;

- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- J. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE ENDORSEMENT (CLAIMS-MADE)
SEXUAL ABUSE OR SEXUAL MOLESTATION OF ANY PERSON COMMITTED BY THE INSURED
LIABILITY COVERAGE ENDORSEMENT (CLAIMS-MADE)

SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in Paragraph **H.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement.
- B.** A Supplemental Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph **C.** of this endorsement, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit in the Schedule of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement in effect at the end of the policy period.
- C.** Paragraph **F.1.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement is replaced by the following:
 - 1.** Subject to Paragraph **2.** of Section **III – Limits Of Insurance**, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" under the coverage provided by this endorsement.

However, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit does not apply to claims first received and recorded during the extended reporting period.

The Supplemental Extended Reporting Period Aggregate Limit is the most we will pay for the sum of all damages with respect to claims first received and recorded during the Supplemental Extended Reporting Period for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts". The Supplemental Extended Reporting Period Aggregate Limit is not subject to the General Aggregate Limit described in Paragraph **2.** of Section **III – Limits Of Insurance**.

- D.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **H.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s):	
(Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages: Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

- (1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or
- (2) The insured:
 - (a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or
 - (b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:
 - a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory" during the policy period; and
 - b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement.

However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement.

3. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.
4. Damages because of "injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "injury".

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage **A** or Coverage **B** applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this Coverage Part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
 - b. In which the "interrelated acts" were committed;
- will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.
 - c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- G. With respect to the coverage provided by this endorsement, Paragraph 2. of Section IV – Commercial General Liability Conditions is replaced by the following:**
- 2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit**
- a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
 - (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
 - (3) The names and addresses of any injured persons and witnesses; and
 - (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- H. With respect to the coverage provided by this endorsement, the following definitions are added to the Definitions section:**
- 1. "Act of sexual abuse or sexual molestation" means:
 - a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
 - b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision; or
 - (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.
 - 2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
 - 3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;
- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- I. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION
OF ANY PERSON COMMITTED BY THE INSURED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s):	
(Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages: Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described in Paragraph F. of this endorsement; and

b. Our right and duty to defend ends when:

- (1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or
- (2) The insured:
 - (a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or
 - (b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C. of this endorsement.

2. This insurance applies to "injury" only if:
 - a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory" during the policy period; and
 - b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement.

However, this Paragraph 2.b. applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement.

3. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.
4. Damages because of "injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "injury".

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage **A** or Coverage **B** applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
 - b. In which the "interrelated acts" were committed;
- will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;
- whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.

b. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

G. With respect to the coverage provided by this endorsement, Paragraph 2. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:

a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or

b. The negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.

3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;
- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- I. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s):	
(Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Retroactive Date:	
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;

- b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages:

Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:

a. The amount we will pay for damages is limited as described in Paragraph **F.** of this endorsement; and

b. Our right and duty to defend ends when:

(1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or

(2) The insured:

(a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or

(b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **C.** of this endorsement.

2. This insurance applies to "injury" only if:

a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory";

b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement. However, this Paragraph **2.b.** applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement;

c. The "act of sexual abuse or sexual molestation" or "interrelated acts" was not committed before the Retroactive Date, if any, shown in the Schedule of this endorsement or after the end of the policy period; and

d. A claim for damages, with respect to the "injury", is first made against any insured, in accordance with Paragraph **3.** below, during the policy period or an Extended Reporting Period we provide in accordance with Paragraph **H.** of this endorsement.

3. A claim seeking damages will be deemed to have been made at the earlier of the following times:

a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

b. When we make settlement in accordance with Paragraph **a.** above.

4. All claims made by the same person and arising out of the same "act of sexual abuse or sexual molestation" or "interrelated acts", including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "injury", will be deemed to have been made at the time the first of those claims is made against any insured.

5. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

- D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage A or Coverage B applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.
- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
- b. In which the "interrelated acts" were committed;

will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- G. With respect to the coverage provided by this endorsement, Paragraph 2. of Section IV – Commercial General Liability Conditions is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

Notice of an "act of sexual abuse or sexual molestation" is not notice of a claim.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following section is added:

Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This endorsement is cancelled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" which was committed before the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule of this endorsement.

Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period Endorsement within 60 days after the end of the policy period or the date of termination of the Policy or this endorsement, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Extended Reporting Period Aggregate Limit for any claim first made during the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period Aggregate Limit will be equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Aggregate Limit in the Schedule of this endorsement.

Paragraph F.1. of this endorsement will be amended accordingly. The Sexual Abuse Or Sexual Molestation Liability Each Act Limit will then continue to apply as set forth in Paragraph F.2. of this endorsement.

- I. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:
 - a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
 - b. The negligent:
 - (1) Employment;

- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

- 2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
- 3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;

- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- J. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SEXUAL ABUSE OR SEXUAL MOLESTATION OF ANY PERSON COMMITTED BY THE INSURED LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s): (Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph B.2.b. of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	\$
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	\$
Retroactive Date:	
Sexual Abuse Or Sexual Molestation Liability Premium:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
 - a. Employment;

- b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following is added to Section I – Coverages:

Insuring Agreement – Sexual Abuse Or Sexual Molestation Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result. But:

a. The amount we will pay for damages is limited as described in Paragraph **F.** of this endorsement; and

b. Our right and duty to defend ends when:

(1) We have used up the applicable Limit Of Insurance shown in the Schedule of this endorsement in the payment of judgments or settlements; or

(2) The insured:

(a) Admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury"; or

(b) Is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

However, with respect to this Paragraph (2), our right and duty to defend ends only for the insured that admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" which caused the "injury".

For the purposes of this Paragraph (2), a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **C.** of this endorsement.

2. This insurance applies to "injury" only if:

a. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed in the "coverage territory";

b. The "injury" is caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" that was committed on the premise(s) or arises out of the project(s), contract(s) or agreement(s) shown in the Schedule of this endorsement. However, this Paragraph **2.b.** applies only if a description of premise(s), project(s), contract(s) or agreement(s) is shown in the Schedule of this endorsement;

c. The "act of sexual abuse or sexual molestation" or "interrelated acts" was not committed before the Retroactive Date, if any, shown in the Schedule of this endorsement or after the end of the policy period; and

d. A claim for damages, with respect to the "injury", is first made against any insured, in accordance with Paragraph **3.** below, during the policy period or an Extended Reporting Period we provide in accordance with Paragraph **H.** of this endorsement.

3. A claim seeking damages will be deemed to have been made at the earlier of the following times:

a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

b. When we make settlement in accordance with Paragraph **a.** above.

4. All claims made by the same person and arising out of the same "act of sexual abuse or sexual molestation" or "interrelated acts", including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "injury", will be deemed to have been made at the time the first of those claims is made against any insured.

5. "Injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" includes any continuation, change or resumption of that "injury" after the end of the policy period.

C. Supplementary Payments

With respect to the coverage provided by this endorsement, we will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance shown in the Schedule of this endorsement, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of the judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance shown in the Schedule of this endorsement.

These payments will not reduce the limits of insurance.

- D. With respect to the coverage provided by this endorsement, Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

b. Perpetrated By The Insured

Damages attributable to the insured who admits to perpetrating or taking part in an "act of sexual abuse or sexual molestation" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an "act of sexual abuse or sexual molestation" or "interrelated acts" which caused the "injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

c. Injury Or Damage Under Coverage A Or Coverage B

"Injury" or damage, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", to which Coverage A or Coverage B applies.

d. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply:

- (1) To liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) To assumption of tort liability in any contract or agreement shown in the Schedule of this endorsement, to the extent the assumption of tort liability is permitted by law.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

g. Employment-related Practices

"Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "injury"-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

E. For the purposes of the coverage provided by this endorsement, the following paragraph is added to Section II – Who Is An Insured:

Any person or organization added to this coverage part as an additional insured will automatically be an insured under the insurance provided by this endorsement, but only if the insurance provided by this endorsement is required by:

- a. The described contract(s) or agreement(s) shown in the Schedule of this endorsement; or
- b. A written contract or agreement, if no described contract(s) or agreement(s) are shown in the Schedule of this endorsement;

to be provided to such additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

F. With respect to the coverage provided by this endorsement, the following provisions are added to Section III – Limits Of Insurance:

- 1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of all "acts of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.
- 2. Subject to Paragraph F.1. above, the Sexual Abuse Or Sexual Molestation Liability Each Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "act of sexual abuse or sexual molestation" or "interrelated acts", including any continuation, change or resumption of such "injury" after the end of the policy period.

With respect to "interrelated acts" that occur over more than one policy period under any policy issued by us, only the Sexual Abuse Or Sexual Molestation Liability Each Act Limit applicable to the first policy period:

- a. That provides the coverage provided by this endorsement; and
- b. In which the "interrelated acts" were committed;

will apply to all damages because of all "injury" for such "interrelated acts".

- 3. With respect to the insurance afforded to additional insureds described in Paragraph E. of this endorsement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Schedule of this endorsement;

whichever is less.

4. Deductible

If a Sexual Abuse Or Sexual Molestation Liability Each Act Deductible is shown in the Schedule of this endorsement, the following provision applies:

- a. Our obligation under this endorsement to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount shown in the Schedule of this endorsement as Sexual Abuse Or Sexual Molestation Liability Each Act Deductible. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an "act of sexual abuse or sexual molestation", "interrelated acts", claim or "suit";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- G. With respect to the coverage provided by this endorsement, Paragraph 2. of Section IV – Commercial General Liability Conditions is replaced by the following:

2. Duties In The Event Of An Act Of Sexual Abuse Or Sexual Molestation, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "act of sexual abuse or sexual molestation" or a circumstance which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "act of sexual abuse or sexual molestation" or "interrelated acts" took place;
- (2) The specific circumstances surrounding the "act of sexual abuse or sexual molestation" or "interrelated acts";
- (3) The names and addresses of any injured persons and witnesses; and
- (4) The nature and location of any "injury" arising out of the "act of sexual abuse or sexual molestation" or "interrelated acts".

Notice of an "act of sexual abuse or sexual molestation" is not notice of a claim.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

H. With respect to the coverage provided by this endorsement, the following section is added:

Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This endorsement is cancelled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" which was committed before the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule of this endorsement.

Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period Endorsement within 60 days after the end of the policy period or the date of termination of the Policy or this endorsement, whichever comes first. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Extended Reporting Period Aggregate Limit for any claim first made during the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period Aggregate Limit will be equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Aggregate Limit in the Schedule of this endorsement.

Paragraph F.1. of this endorsement will be amended accordingly. The Sexual Abuse Or Sexual Molestation Liability Each Act Limit will then continue to apply as set forth in Paragraph F.2. of this endorsement.

- I. With respect to the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Act of sexual abuse or sexual molestation" means:
 - a. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or
 - b. The negligent:
 - (1) Employment;

- (2) Investigation;
- (3) Supervision; or
- (4) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

- 2. "Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Injury" includes mental anguish or other mental injury sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
- 3. "Interrelated acts" means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".

Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

- a. The period of time over which the "acts of sexual abuse or sexual molestation" takes place;

- b. The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";
- c. The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";
- d. The types of "acts of sexual abuse or sexual molestation" involved or alleged; or
- e. The number of times the "acts of sexual abuse or sexual molestation" took place.

- J. With respect to the coverage provided by this endorsement, the following definitions in the **Definitions** section are replaced by the following:

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE ENDORSEMENT (CLAIMS-MADE)
SEXUAL ABUSE OR SEXUAL MOLESTATION OF ANY PERSON COMMITTED BY THE INSURED
LIABILITY COVERAGE ENDORSEMENT (CLAIMS-MADE)

SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in Paragraph **H.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement.
- B.** A Supplemental Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph **C.** of this endorsement, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the dollar amount shown as the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit in the Schedule of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement in effect at the end of the policy period.
- C.** Paragraph **F.1.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement is replaced by the following:
 - 1.** Subject to Paragraph **2.** of Section **III – Limits Of Insurance**, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" under the coverage provided by this endorsement.

However, the Sexual Abuse Or Sexual Molestation Liability Aggregate Limit does not apply to claims first received and recorded during the extended reporting period.

The Supplemental Extended Reporting Period Aggregate Limit is the most we will pay for the sum of all damages with respect to claims first received and recorded during the Supplemental Extended Reporting Period for "injury" caused by an "act of sexual abuse or sexual molestation" or "interrelated acts". The Supplemental Extended Reporting Period Aggregate Limit is not subject to the General Aggregate Limit described in Paragraph **2.** of Section **III – Limits Of Insurance**.

- D.** This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **H.** of the applicable Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement or Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

**Status of General Liability Multistate Filings
Forms (GL-2021-OAMFR) and Rules (GL-2021-RAMRU)**

STATE	EFFECTIVE OR DISTRIBUTION DATE	STATE-SPECIFIC FILING/SUPPLEMENT/AMENDMENT CIRCULAR		IMPLEMENTATION CIRCULAR
		FORMS	RULES	
ALABAMA	9/1/2022	**	**	LI-GL-2022-017
ALASKA	5/1/2023	**	**	LI-GL-2022-293
ARIZONA	9/1/2022	**	**	LI-GL-2022-047
ARKANSAS	9/1/2022	LI-GL-2022-039	LI-GL-2022-040	LI-GL-2022-057
CALIFORNIA	2/1/2023	**	**	LI-GL-2022-249
COLORADO	9/1/2022	LI-GL-2022-004	LI-GL-2022-005	LI-GL-2022-017
CONNECTICUT	9/1/2022	LI-GL-2022-045	LI-GL-2022-046	LI-GL-2022-084
DELAWARE	12/1/2022	**	**	LI-GL-2022-165
DIST. OF COLUMBIA	9/1/2022	**	**	LI-GL-2022-084
FLORIDA	11/1/2023	**	**	LI-GL-2023-109
GEORGIA	12/1/2023	LI-GL-2023-128	LI-GL-2023-129	LI-GL-2023-128/LI-GL-2023-129
GUAM*	9/1/2022	**		LI-GL-2022-047
HAWAII	BUREAU			
IDAHO	9/1/2022	**	**	LI-GL-2022-104
ILLINOIS	9/1/2022	**	**	LI-GL-2022-017
INDIANA	9/1/2022	**	**	LI-GL-2022-017
IOWA	9/1/2022	**	**	LI-GL-2022-017
KANSAS	12/1/2022	**	**	LI-GL-2022-165
KENTUCKY	2/1/2023	**	**	LI-GL-2022-165
LOUISIANA	5/1/2023	LI-GL-2022-260	LI-GL-2022-261	LI-GL-2022-316
MAINE	9/1/2022	**	**	LI-GL-2022-017
MARYLAND	9/1/2022	**	**	LI-GL-2022-084
MASSACHUSETTS	9/1/2022	**	**	LI-GL-2022-047
MICHIGAN	9/1/2022	LI-GL-2022-041	LI-GL-2022-042	LI-GL-2022-057
MINNESOTA	9/1/2022	LI-GL-2022-037	LI-GL-2022-038	LI-GL-2022-057
MISSISSIPPI	9/1/2022	**	**	LI-GL-2022-017
MISSOURI	9/1/2022	**	**	LI-GL-2022-017
MONTANA	9/1/2022	LI-GL-2022-006	LI-GL-2022-007	LI-GL-2022-047
NEBRASKA	9/1/2022	**	**	LI-GL-2022-017
NEVADA	9/1/2022	**	**	LI-GL-2022-017
NEW HAMPSHIRE	9/1/2022	**	**	LI-GL-2022-017
NEW JERSEY	9/1/2022	**	**	LI-GL-2022-104
NEW MEXICO	9/1/2022	**	**	LI-GL-2022-017
NEW YORK		LI-GL-2023-040	LI-GL-2023-041	
NORTH CAROLINA	9/1/2022	LI-GL-2022-048	LI-GL-2022-049	LI-GL-2022-057
NORTH DAKOTA	9/1/2022	**	**	LI-GL-2022-017
OHIO	9/1/2022	**	**	LI-GL-2022-017
OKLAHOMA	9/1/2022	**	**	LI-GL-2022-047
OREGON	9/1/2022	**	**	LI-GL-2022-104
PENNSYLVANIA	9/1/2022	**	**	LI-GL-2022-017
PUERTO RICO				
RHODE ISLAND	1/1/2023	LI-GL-2022-135	LI-GL-2022-136	LI-GL-2022-235
SOUTH CAROLINA	9/1/2022	**	**	LI-GL-2022-017
SOUTH DAKOTA	9/1/2022	LI-GL-2022-002	LI-GL-2022-003	LI-GL-2022-017
TENNESSEE	9/1/2022	**	**	LI-GL-2022-017
TEXAS	4-23	LI-GL-2022-195	LI-GL-2022-196	LI-GL-2022-316
U.S. VIRGIN ISLANDS*				
UTAH	9/1/2022	LI-GL-2022-030	LI-GL-2022-031	LI-GL-2022-057
VERMONT	2/1/2023	LI-GL-2022-155	LI-GL-2022-156	LI-GL-2022-219
VIRGINIA	4/1/2023	LI-GL-2022-252	LI-GL-2022-253	LI-GL-2022-316
WASHINGTON	4/1/2023	LI-GL-2022-126	LI-GL-2022-127	LI-GL-2022-310
WEST VIRGINIA	9/1/2022	**	**	LI-GL-2022-017
WISCONSIN	9/1/2022	**	**	LI-GL-2022-047
WYOMING	2/1/2023	LI-GL-2022-133	LI-GL-2022-134	LI-GL-2022-219

BOLD indicates changes.

* ISO has no jurisdiction for rules/loss costs.

** There is no state supplement.

(A) Filing(s) amended.

Multistate Filed Circulars:**Forms:** [LI-GL-2021-392](#)**Rules:** [LI-GL-2021-393](#)