41. ABUSE OR MOLESTATION ENDORSEMENTS

Paragraph **B.2.** is replaced by the following:

B. Endorsement Options

2. Sexual Abuse Or Sexual Molestation Coverage Options

The optional endorsements described in Paragraph **B.2.** include a sexual abuse or sexual molestation exclusion applicable to Coverages **A** and **B** of the Commercial General Liability Coverage Form and provide certain related coverage under a separate insuring agreement with respect to injury caused by an act of sexual abuse or sexual molestation. The endorsements contemplate a Sexual Abuse Or Sexual Molestation Liability Each Act Limit and a Sexual Abuse Or Sexual Molestation Liability Aggregate Limit shown on the Schedule of the endorsement. The Sexual Abuse Or Sexual Molestation Liability Aggregate Limit is subject to the policy General Aggregate Limit. These endorsements contain a Schedule that contemplates entry of such limits; a Retroactive Date on claims-made versions; an Each Act Deductible; or coverage to be limited to specifically described premises, projects, contracts or agreements, as may be applicable. Refer to the coverage endorsements to determine content and specific coverage provided.

Do not attach more than one of the following endorsements to the same policy.

a. Georgia Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement **CG 05 01**

This optional endorsement provides coverage with respect to liability for injury caused by the actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or the negligent employment, investigation, supervision or retention of a person for whom the insured is or ever was legally responsible and whose conduct would constitute sexual abuse or sexual molestation as described in the endorsement.

Coverage applies with respect to injury caused by an act of sexual abuse or sexual molestation or interrelated acts committed during the policy period.

b. Georgia Sexual Abuse Or Sexual Molestation Liability Coverage Endorsement **CG 05 03**

This optional endorsement provides coverage with respect to liability for injury caused by the actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or the negligent employment, investigation, supervision or retention of a person for whom the insured is or ever was legally responsible and whose conduct would constitute sexual abuse or sexual molestation as described in the endorsement.

This endorsement provides coverage on a claims-made basis. Coverage applies with respect to injury caused by an act of sexual abuse or sexual molestation or interrelated acts committed on or after the Retroactive Date, if any, shown in the Schedule of the endorsement, but not after the end of the policy period.

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

This optional endorsement provides coverage with respect to liability for injury caused by the actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or the negligent employment, investigation, supervision or retention of a person for whom the insured is or ever was legally responsible and whose conduct would constitute sexual abuse or sexual molestation as described in the endorsement.

Coverage applies with respect to injury caused by an act of sexual abuse or sexual molestation or interrelated acts committed during the policy period.

d. Georgia Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage Endorsement **CG 05 04**

This optional endorsement provides coverage with respect to liability for injury caused by the actual, alleged or threatened sexual abuse or sexual molestation of any person committed by the insured; or the negligent employment, investigation, supervision or retention of a person for whom the insured is or ever was legally responsible and whose conduct would constitute sexual abuse or sexual molestation as described in the endorsement.

This endorsement provides coverage on a claims-made basis. Coverage applies with respect to injury caused by an act of sexual abuse or sexual molestation or interrelated acts committed on or after the Retroactive Date, if any, shown in the Schedule of the endorsement, but not after the end of the policy period.

Paragraph **D.** is replaced by the following:

D. Special Rules Applicable To The Claims-made Coverage Endorsements

1. Retroactive Date

a. Explanation

The Retroactive Date is a specific date entered on the Schedule of either Endorsement CG 05 03 or CG 05 04 and may be any date preceding or equal to the effective date of the policy. Any injury caused by an act of sexual abuse or sexual molestation or interrelated acts which was committed prior to the Retroactive Date is not covered, even if a claim for such injury is first made during the policy period or any applicable Extended Reporting Period.

If "none" is entered on the Schedule of either Endorsement CG 05 03 or CG 05 04**,** there is no Retroactive Date. If there is no Retroactive Date, coverage may be afforded for injury caused by an act of sexual abuse or sexual molestation or interrelated acts which was committed prior to the inception date of the endorsement.

b. Restrictions On Advancing The Retroactive Date

Once a Retroactive Date is established for an insured, it can only be advanced with the written consent of the first Named Insured, and then only under the following circumstances:

**(1)** If there is a change in carrier;

**(2)** If there is a substantial change in the insured's operations which results in an increased exposure to loss;

**(3)** If the insured fails to provide the company with information:

**(a)** The insured knew, or should have known, about the nature of the risk insured, which would have been material to the insurer's acceptance of the risk; or

**(b)** Which was requested by the company; or

**(4)** At the request of the insured.

Prior to the advancement of the Retroactive Date under any of the preceding conditions, the company must obtain the written acknowledgment of the first Named Insured, acknowledging that the first Named Insured has been advised of the right to purchase the Supplemental Extended Reporting Period Endorsement.

2. Description Of Extended Reporting Periods

When coverage provided under either Endorsement CG 05 03 or CG 05 04 is canceled or nonrenewed, or renewed or replaced with insurance that has a later Retroactive Date or that is not claims-made, Paragraph **H.** Extended Reporting Periods Section of the endorsement provides one or more extended reporting periods as described in Paragraphs **D.3.** and **D.4.** of Rule **41.**

Extended reporting periods do not extend the policy period. They apply only to claims for injury caused by an act of sexual abuse or sexual molestation committed before the end of the policy period, but not before the applicable Retroactive Date.

3. Basic Extended Reporting Period

Endorsements CG 05 03 and CG 05 04 provide a Basic Extended Reporting Period at no additional charge. The period begins with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to claims that are covered under subsequent insurance purchased or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

The Basic Extended Reporting Period does not reinstate or increase the limits under the coverage provided by the endorsement.

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

**a.** This optional endorsement provides a Supplemental Extended Reporting Period of five years for an additional charge. The Named Insured must request this endorsement in writing within 60 days after the end of the policy period or the date of termination of the policy or the endorsement, whichever comes first. This endorsement contains a Schedule that contemplates entry of the additional premium for the Supplemental Extended Reporting Period.

The Supplemental Extended Reporting Period starts 60 days after the end of the policy period when the Basic Extended Reporting Period ends. It applies only to claims first received and recorded during the Supplemental Extended Reporting Period which are caused by an act of sexual abuse or sexual molestation or interrelated acts.

**b.** Rating: Refer to company for rating the Supplemental Extended Reporting Period Endorsement. However, the premium to be charged for the Supplemental Extended Reporting Period Endorsement shall not exceed 2.00 times the annual premium for Endorsement CG 05 03 or CG 05 04**.**

**c.** If the Supplemental Extended Reporting Period is in effect, a Supplemental Extended Reporting Period Aggregate Limit will be provided but only for claims first received and reported 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 Liability Aggregate Limit in the Schedule of Endorsement CG 05 03 or CG 05 04**.**