**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

**SEXUAL ABUSE OR MOLESTATION EXCLUSION**

**WITH FOLLOW FORM EXCEPTION - TEXAS**

**(Programs Only)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY WITH CRISISRESPONSE®

COMMERCIAL UMBRELLA POLICY FORM

Section **V. EXCLUSIONS** is amended to include the following additional exclusion:

**Sexual Misconduct, Abuse or Molestation**

This insurance does not apply to any loss, cost, damage, expense, injury, claim or **suit**, caused by, arising out of, or resulting directly or indirectly, in whole or in part from:

1. Any actual, threatened or alleged sexual misconduct, abuse or molestation and any resulting mental or emotional injury of any person, committed by or alleged against any person, including, but not limited to, any insured, any employee of such insured, any volunteer, leased or temporary worker of such insured, any patron of such insured, or any other person;
2. Any actual, threatened or alleged sexual misconduct, abuse or molestation and any resulting mental or emotional injury of any person, committed by or alleged against any independent contractor under contract with the Named Insured regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether the Named Insured would be liable in the absence of such contract; or
3. Any act or failure to act to suppress or prevent actual, threatened or alleged sexual misconduct, abuse or molestation of any person, by any person in Paragraph 1. or 2. above;

and regardless of the theory of liability or cause of action alleged in the complaint or claim against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent placement, and/or negligent training.

However, if insurance for Sexual Misconduct, Abuse or Molestation is provided by **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and

2. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by **Scheduled Underlying Insurance**.

For the purposes of this exclusion, any abuse that is committed shall mean an act which is committed with the intent to cause harm.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative