**ENDORSEMENT**

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

# This endorsement, effective 12:01 a.m.:

# Forms a part of Policy No.:

**AB SOLUTE ASSAULT AND/OR B ATTERY EXCLUSION**

ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

The following is added to paragraph 2. Exclusions, under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and paragraph 2. Exclusions, under SECTION I – COVERAGES, COVERGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

**2. Exclusions**

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 assault and/or battery, including but not limited to, the following:

1. assault and/or battery of any person, committed by or alleged against any person, including, but not limited to, any Insured, any employee of such Insured, a leased or temporary worker working for such Insured, a patron of such Insured, or any other person;
2. assault and/or battery 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 an assault and/or battery 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.

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

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