

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SEXUAL ABUSE AND/OR MOLESTATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I-COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**; and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, subsection **2. Exclusions**:

In consideration of the premium charged this insurance does not apply to, and there is no duty on us to defend you for, “bodily injury”, “property damage”, “personal injury”, “advertising injury”, medical payments or any injury, loss or damages, including consequential injury, disease or illness, alleged disease or illness, “suit”, expense or any other damages, for past, present or future claims arising out of:

- (1) The actual or threatened “abuse” or molestation or licentious, immoral or sexual behaviour whether or not intended to lead to, or culminating in any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any insured, his “employees”, or any other person; or,
- (2) The actual or alleged transmission of any communicable disease; or,
- (3) Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above

“Abuse” includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury/harm.

For the sake of clarity, where this insurance does not apply and there is no duty on us to defend you, there is also no coverage and no duty on us to defend any additional insured.

All other terms and conditions of this policy remain unchanged.