

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**“ASSAULT AND/OR BATTERY” – LIMITED COVERAGE
LIQUOR LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A. It is agreed that the specific coverage excluded under **Exclusions a. – Assault and/or Battery** is hereby reinstated on a limited basis per the following additional terms, conditions and limits of insurance.

1. We will pay, those sums that the insured becomes legally obligated to pay as damages with respect to any “injury” to which this insurance applies resulting from “assault and/or battery” to which this insurance applies, per the terms of this endorsement. We will have the right and duty to defend the insured against any "suit" seeking those damages.
2. Our right and duty to defend ends when we have used up the applicable limit of insurance shown below in the payment of judgments or settlements or expenses for the coverage provided by this form.

B. Limits of Insurance

“Assault and/or Battery” Limit of Insurance: \$ Per Each Common Cause

“Assault and/or Battery” Aggregate Limit: \$ Aggregate

1. The reinstated coverage has a reduced Limit of Insurance per each common cause as shown above.
2. The reinstated coverage is subject to an aggregate limit. The “Assault and/or Battery” Aggregate limit shown above is the most we will pay for all coverage reinstated by this endorsement.
3. The coverage provided by this endorsement does not provide additional limits of insurance above the Aggregate Limit shown in the declarations. The coverage provided by this endorsement will reduce the Aggregate Limit shown in the declarations.

For the purpose of determining when limited coverage applies, the following definitions will be used.

“Assault and/or battery” means:

- a. actual, attempted or threatened assault or battery whether caused by or at the instigation or direction of any insured, his "employees", patrons or any other person, with or without a firearm or weapon of any kind;
- b. the failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery;
- c. the negligent:
 - i. employment;

- ii. investigation;
- iii. supervision;
- iv. training; or
- v. retention

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

"Assault and battery" includes, but is not limited to, sexual assault and battery, kidnapping, rape, manslaughter, homicide.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: