

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**  
**ASSAULT AND BATTERY ENDORSEMENT**

This endorsement modifies insurance provided under the Liquor Liability Insurance Policy. Except as modified in this endorsement, all other terms, conditions, exclusions, agreements or declarations of the policy to which this endorsement is attached will apply.

- A. Under SECTION I-A. Insuring Agreement. Coverage is hereby extended to include sums which the insured becomes legally obligated to pay as “damages” because of “bodily injury” to any person arising out of negligence of the Insured in preventing or in failing to prevent an assault and/or battery by an employee or patron of the Name Insured which takes place at the “premises insured by this endorsement.” This extension of coverage applies whether the assault and/or battery is:
- a. caused or alleged to be caused by an Insured or a patron of the Insured designated in the Declaration; or
  - b. caused or alleged to be caused by the negligent hiring, training or supervision of any individual by the Insured designated in the Declarations.
- B. The following are added to SECTION I-B. Exclusions,
- 7. “Bodily injury” expected or intended from the standpoint of the Insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
  - 8. Any actual, alleged or threatened discrimination, sexual abuse, harassment or molestation by any person.
  - 9. “Bodily injury” to:
    - a. A person arising out of any:
      - (1) refusal to employ that person
      - (2) termination of that person’s employment; or
      - (3) employment-related practices, policies, acts or omissions, such as coercion, discipline, harassment, or discrimination directed at that person; or
    - b. The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.
- C. Coverage provided under this endorsement does not alter or increase the Limits of Insurance provided under the policy.
- D. For purposes of this endorsement only, SECTION IV-C. Other Insurance is replaced with the following:
- If there is other valid and collectable insurance available to the Insured for a loss we cover under this endorsement, the insurance provided under this endorsement is excess over any of the other insurance.
- E. For purposes of this endorsement only,
- The definition of “premises insured by this endorsement” means the inside of the building designated on the Named Insured’s license to sell alcoholic beverages submitted with the application for this insurance policy as well as
- (i) adjacent sidewalks and
  - (ii) parking areas owned or rented by the Named Insured that are regularly used by patrons of the Named Insured for purposes of frequenting the “Insured Premises.”