

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

ASSAULT OR BATTERY EXCLUSION

The following terms apply to a particular section of the policy if the policy contains the designated coverage part:

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM BP 00 03.

The endorsement that is listed above is amended to include the following assault exclusion: this insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" or for any damages for which the insured may become legally obligated in any manner that is either directly or indirectly based upon, that arises out of, or in any way is related to an actual or an alleged civil or criminal assault or battery, whether it is provoked or unprovoked, or committed by any person (including, but not limited to, the insured and the insured's employees, agents, customers and patrons) against any other person whatsoever. The company shall not have a duty to defend any suit where an allegation is made based upon, arising out of, or in any way related to an "assault or battery." The company shall not have a duty to defend such a suit, regardless of whether claims are made in the suit to which any coverages may apply, in addition to claims that are specifically excluded by this paragraph. As used above, the term "assault or battery" shall include, but is not limited to, allegations against the insured for the actual or the alleged:

1. Negligent firing, supervision, retention or training of any person, including, but not limited to, any accident arising out of the failure or alleged failure by the insured, the insured's executive officers, employees, leased workers or temporary workers, or by any other person to properly hire, train, supervise, retain or control any of the insured's executive officers, employees, leased workers or temporary workers, patrons, customers or any other person;
2. Failure to suppress or failure to prevent

any assault or battery of any person:

- a. On the premises that is owned or rented by the insured;
 - b. On ways next to the premises that are owned or rented by the insured; or
 - c. Any of the off-premises activities of the insured;
3. Failure to provide an environment that is safe from any such act or acts, or failure to adequately warn against the dangers of an environment which could contribute to the commission of such act or acts;
 4. Use of any force (whether reasonable or unreasonable) to protect persons or property;
 5. Failure to provide any alarm system, locks, lighting, fencing, guards, police protection, private security personnel or any other form of equipment, monitoring system or personnel for the purpose of protecting any person or property from any assault, battery, physical or mental threat of harm, or actual or alleged criminal act of any kind, whatsoever or any failure to provide adequate security, regardless of how styled; or
 6. Negligence that may cause harm or any bodily injury, personal injury, or damages that is in any way related to any occurrence that involves an assault or battery.

Nothing that is contained herein shall be held to extend or to broaden any of the terms, conditions or limitations of the policy that this endorsement is attached.