

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE AND MOLESTATION COVERAGE - LOUISIANA

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Abuse or Molestation Limit of Insurance - Each Person:	\$100,000.00
Abuse or Molestation Limit of Insurance - Aggregate:	\$100,000.00

The following changes apply only to the coverage provided by this endorsement.

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

This insurance does not apply to:

Abuse Or Molestation

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or threatened abuse, molestation or exploitation by anyone. This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention.

- B. The following is added to SECTION I - COVERAGES:

ABUSE OR MOLESTATION COVERAGE

1. Insuring Agreement

- a. We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of abuse, molestation or exploitation to which this insurance applies. However, we have no duty to defend any insured who is alleged to have taken part in the abuse, molestation or exploitation. We may, at our discretion, investigate and settle any claim or "suit" that may result. The amount we will pay for damages is limited as described in Paragraph C. Limits Of Insurance below.

- b. This insurance applies to "bodily injury" arising out of abuse, molestation or exploitation only if the abuse, molestation or exploitation:

(1) Takes place in the "coverage territory";

(2) Results from the insured's negligence in employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention; and

(3) First occurs during the policy period.

- c. Abuse, molestation or exploitation which first occurs during the policy period includes any continuation, change or resumption of that abuse, molestation or exploitation after the end of the policy period.

- d. Multiple acts of abuse, molestation or exploitation of any one person by one or more perpetrators will be deemed to have first occurred at the time of the first act of such abuse, molestation or exploitation and shall be subject to the coverage and limits in effect at the time

of the first act of abuse, molestation or exploitation.

2. Exclusions

This insurance does not apply to:

- a. **Fines And Penalties**

Any fines, penalties, punitive damages, exemplary damages or aggravated damages.

- b. **Participating Insured**

Any insured who takes part in the abuse, molestation or exploitation.

- c. **Passive Insured**

Any insured who remains passive upon gaining knowledge of any actual, alleged or threatened abuse, molestation or exploitation.

C. SECTION III – LIMITS OF INSURANCE is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the **SCHEDULE** above and the rules below fix the most we will pay under **Abuse Or Molestation Coverage** regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

- 2. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay under **Abuse Or Molestation Coverage** for the sum of all damages.

3. Subject to Paragraph 2. above, the Each Person limit shown in the Schedule of this endorsement is the most we will pay under **Abuse Or Molestation Coverage** for damages because of "bodily injury" arising out of abuse, molestation or exploitation committed upon any one person, regardless of the number of acts of abuse, molestation or exploitation committed, the period of time over which such acts occur, or the number of perpetrators taking part in the abuse, molestation or exploitation.

- 4. The coverage provided by this endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in this policy. No coverage is provided for abuse, molestation or exploitation under this policy except as provided in this endorsement.

- 5. The Limits of Insurance provided by this endorsement are in addition to, not part of, the Limits of Insurance provided by the Commercial General Liability Coverage Form.

The Limits of Insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Commercial General Liability Coverage Form, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The heading and Paragraph a. of Condition 2. is replaced by the following:

2. Duties In The Event Of Abuse, Molestation, Exploitation, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act or allegation of

abuse, molestation or exploitation which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the abuse, molestation or exploitation took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the abuse, molestation or exploitation.

2. The following is added to Paragraph b. **Excess Insurance of Condition 4. Other Insurance:**

The insurance provided by this endorsement is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

3. The following Condition is added:

Multiple Coverage Forms Or Policies Issued By Us

When two or more Coverage Forms or policies issued by us apply to the same claim, "suit" or loss, the maximum limit of our liability under all such Coverage Forms or policies combined shall not exceed the highest applicable limit of liability under any one Coverage Form or policy among them.

E. Definition 3. "bodily injury" under **SECTION V – DEFINITIONS** is amended as follows:

"Bodily injury" means bodily injury, sickness, disease, mental anguish or emotional distress sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of the policy remain unchanged.