

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

## **EXCLUSION - ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

MARINA OPERATOR'S LEGAL LIABILITY  
 SHIP REPAIRER'S LEGAL LIABILITY  
 TERMINAL OPERATOR'S LEGAL LIABILITY  
 SHIP REPAIRER'S LEGAL LIABILITY  
 STEVEDORE'S LEGAL LIABILITY  
 MARINE CONTACTOR'S LEGAL LIABILITY  
 WATERCRAFT ARTISAN'S LEGAL LIABILITY

The following is added to paragraph 2. Exclusions of:

1. Section I – Marine Operations;
2. Section II – General Liability;
3. Section III – Personal and Advertising Injury; and
4. Section IV – Medical Expenses.

### **Assault and Battery**

1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of or resulting from:
  - (a) any actual, threatened or alleged assault or battery regardless of whether or not any action was undertaken or was alleged to have been undertaken in self-defense;
  - (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
  - (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
  - (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
  - (e) 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 would be excluded by 1. (a), (b), (c) or (d) above; or
  - (f) any other act or omission, either leading up to, during or following any alleged assault or battery, on the part of the insured or anyone else for whom the insured may be legally responsible, in any way relating to, concurrently or in succession with, 1.(a),(b),(c),(d) or (e), above.
2. We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
  - (a) any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
  - (b) any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.

- (c) any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
  - (d) any actual or alleged injury arises out of any act or omission in connection with the prevention or suppression of assault or battery or any physical altercation.
3. For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault and any other type of physical altercation.
  4. This exclusion applies even if any alleged perpetrator lacks the mental capacity to govern their conduct and regardless of whether or not any alleged perpetrator is actually charged with or convicted of a crime.

All other terms and conditions of this policy remain unchanged.

SPECIMEN