

RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE ENDORSEMENT

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **COVERAGE C – MEDICAL PAYMENTS**, are modified as follows:

1. The term “bodily injury” WILL INCLUDE AND APPLY TO any “occurrence” involving, arising out of, resulting from, or in any way related to SEXUAL ABUSE.

a. SEXUAL ABUSE means:

(1) The infliction or attempted infliction of bodily injury or harm upon a “person” by any “perpetrator” (whether such injury or harm is physical, emotional or psychological in nature), whether or not intentional, where said infliction or attempted infliction is primarily sexually motivated, OR

(2) The abuse, molestation, maltreatment, or mistreatment of a “person” by any “perpetrator” where the same is primarily sexually motivated.

b. The term “perpetrator” means any employee, agent, officer, director, trustee, representative, or volunteer worker of any Insured at the time of the “occurrence” involving SEXUAL ABUSE.

c. The term “person” means a natural person who is **not** an employee, agent, officer, director, trustee, representative, or volunteer worker of any Insured at the time of the “occurrence” involving SEXUAL ABUSE.

2. The coverage provided by the preceding Section 1. will not be affected by the fact that the “perpetrator” committing the

SEXUAL ABUSE may be an Additional Insured under the terms and provisions of the Coverage Form, BUT the preceding Section 1. and the said Coverage Form do **not** provide coverage for claims or suits seeking damages, including the defense of same, for any “perpetrator” who participates in any act of SEXUAL ABUSE.

B. LIMITS OF INSURANCE

1. SECTION III – LIMITS OF INSURANCE of the above-captioned Coverage Part is amended by adding the following:

a. The most we will pay for medical expenses and damages for any “occurrence” involving, arising out of, resulting from or in any way related to SEXUAL ABUSE is the amount shown in the Declarations as the “Each Occurrence Limit.”

b. The most we will pay for medical expenses and damages for all such “occurrences” during each consecutive annual period and any remaining period of less than 12 months, starting with the beginning of the policy period stated in the Declarations, is the “Aggregate Limit” shown in the Declarations.

c. ALL AMOUNTS PAID FOR SUCH “OCCURRENCES” WILL REDUCE THE AMOUNT OF THE GENERAL AGGREGATE LIMIT STATED IN THE DECLARATIONS.

d. Regardless of the number of acts of SEXUAL ABUSE, or the period of time over which such acts take place, or the number of “persons” upon whom such acts of SEXUAL ABUSE are inflicted, all “bodily injures” or other injuries arising out of such acts

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of SEXUAL ABUSE committed by one “perpetrator,” or by two or more “perpetrators” acting together or in concert, will be considered ONE “OCCURRENCE” subject to the “Each Occurrence Limit” shown in the Declarations.

- e. In the case of more than one act of SEXUAL ABUSE by one “perpetrator,” or two or more “perpetrators” acting together or in concert, the date of the “occurrence” shall be the date upon which the first act of SEXUAL ABUSE occurs. In the event acts of SEXUAL ABUSE by one “perpetrator”, or two or more “perpetrators” acting together or in concert, shall occur over a period of time such that two or more policies shall have been issued by us to you during that time period, the acts shall be considered ONE “OCCURRENCE” and that ONE “OCCURRENCE” shall be deemed to have taken place only during the time period of the policy that is in effect when the SEXUAL ABUSE first commences; and our total maximum liability will not exceed a single “Each Occurrence Limit” as shown in the Declarations of the policy that was in effect when the SEXUAL ABUSE first commences, no matter how many policies have been issued by us to you during the time period when the acts of SEXUAL ABUSE were committed.
- f. The provisions of Subsection e., immediately above, are intended to prohibit the stacking of multiple policy limits or coverage limits where multiple policies or coverage have been issued by us to you.

C. TERMS AND CONDITIONS

1. This Endorsement will not be construed to create a separate coverage for occurrences involving SEXUAL ABUSE.

2. The following Exclusions will apply to the extension of coverage provided by this Endorsement:

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2.** Exclusions, Items b. through i. of the above-captioned Coverage Form.
 - b. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Subsection 2.** Exclusions, All exclusions contained in Subsection 2 of the above-captioned Coverage Form.
 - c. Any and all exclusions contained in any other endorsements attached to the above-captioned Coverage Form.
 - d. Any claim based upon any employment-related practice, policy, act, or omission even if SEXUAL ABUSE is involved (as, for example, a claim for constructive termination due to SEXUAL ABUSE of the claimant by another).
3. The Conditions contained under **SECTION II - WHO IS AN INSURED,** and **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS,** of the above-captioned Coverage Form will apply to “occurrences” involving SEXUAL ABUSE.
 4. **SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2.** Exclusions, Item a. (**Expected or Intended Injury**) of the above-captioned Coverage Form will not apply to the extension of coverage provided by this Endorsement.
 5. This Endorsement does **not** provide coverage to any Insured or any “perpetrator” who commits, participates in, or assists in any act of SEXUAL ABUSE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.