

**SEXUAL ABUSE OR SEXUAL MISCONDUCT LIMITED LIABILITY • PART II**

*This endorsement provides limited liability coverage for Sexual Abuse or Sexual Misconduct.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

Policy #

**SCHEDULE****Limits of Liability**

\$	Each Person Limit
\$	General Aggregate / Total Limit

**COVERAGE MODIFICATION****A. Coverage**

We pay for the benefit of *insureds*, up to the applicable limit(s) of liability described in this endorsement, those sums the *insured* becomes legally liable to pay as damages because of the *insured's* vicarious liability, including negligent supervision, for *bodily injury* or *personal injury* resulting from *sexual abuse* or *sexual misconduct* committed by any other *insured* or any person acting on behalf of the *insured*.

Multiple incidents of *sexual abuse* or *sexual misconduct* to any one person shall be deemed to be one incident and subject to the coverage and limits in effect at the time of the first incident, even if some of the incidents take place after expiration of this policy.

Defense is provided in connection with this coverage in accordance with the defense provisions described under Supplemental Coverage 1 in Part II B.

**B. PART II C • LIABILITY NOT INSURED is extended to include the following:**

Except as provided in Item A above:

1. We do not insure *bodily injury*, *property damage*, *advertising injury*, *personal injury* or medical payments arising out of any actual, alleged or threatened *sexual abuse* or *sexual misconduct* committed by any *insured* or any person performing services for or on behalf of any *insured*.
2. We do not insure any *insured's* liability arising out of the employment, investigation, retention, supervision of any person, or the reporting to the proper authorities, or failure to so report, of any act of any person whose conduct would be excluded either under this or any other exclusion in this policy.

**C. PERSONS INSURED MODIFICATION**

The following are not *insureds* and coverage does not apply under this endorsement to:

1. Any person who personally participated in committing any *sexual abuse* or *sexual misconduct*.
2. Any person who became aware of *sexual abuse* or *sexual misconduct* and failed to act in a way to prevent a recurrence of *sexual abuse* or *sexual misconduct*.

**D. ADDITIONAL CONDITIONS**

1. The Limits of Liability Condition in Part II D is extended to include the following:

**a. Coverage (Each Person) Limit**

Our maximum limit payable under *Sexual Abuse* or *Sexual Misconduct* Liability Coverage to any one person, regardless of the number of incidents involving that person, is the Each Person Limit shown in the Schedule.

**b. General Aggregate / Total Limits**

Our aggregate / total maximum limit of liability payable under *Sexual Abuse* or *Sexual Misconduct* Liability Coverage for all damages, regardless of the number of *insureds*, claims made or suits brought, or persons or organizations making claims or bringing suits, is the General Aggregate Limit shown in the Schedule.

2. The Other Insurance General Condition is extended as follows:

This insurance is excess over any other valid and collectible insurance or agreement of indemnity available to the *insured*.

**ADDITIONAL DEFINITIONS**

*Sexual abuse* or *sexual misconduct* means any illegal or offensive physical act, contact or conduct of a sexual nature.

