

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****EXCLUSION - ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

**BOAT DEALER COVERAGE**

Paragraph 11. Protection and Indemnity is deleted in its entirety and replaced with the following:

**11. PROTECTION AND INDEMNITY**

With respect to watercraft insured by this policy and only for liability arising while such watercraft are afloat, this policy is extended to pay such sums as the insured shall have become legally liable to pay on account of:

- A. Loss of life of, or bodily injury to any person (other than an employee of an insured under this policy);
- B. Loss of, or damage to, or expense in connection with any fixed or movable object or property of whatsoever nature;
- C. Costs or expenses of, or incidental to, the removal of the wreck of the insured watercraft when such removal is compulsory by law;
- D. Costs and expenses, incurred with this company's approval, of investigation and/or defending any claim or suit against the insured arising out of a liability or an alleged liability of the insured covered above.

Notwithstanding the foregoing, this company will not pay for:

- A. Any loss, damage or expense to property loaned to, owned by, or leased by, the insured;
- B. Any liability, cost, or expense assumed by the insured beyond that imposed by law;
- C. Any liability, cost or expense arising from watercraft while being demonstrated for sale, delivery or testing for purchase and sale unless the insured or employee authorized by the insured is operating such property and possesses federal or state licenses where required;
- D. Any liability cost or expense while watercraft are engaged in any speed or race contest.
- E. Loss of life of, or bodily injury to any person, arising out of or resulting from:
  - 1. 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;
  - 2. 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;
  - 3. 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;
  - 4. 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;
  - 5. 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 E. 1, 2, 3 or 4 above; or

6. 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, E. 1, 2, 3 or 4 above.

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:

1. 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.
2. 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.
3. 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.
4. 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.

For the purposes of this exclusion E, the words assault and battery are intended to include, but are not limited to, sexual assault and any other type of physical altercation.

This exclusion E 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.