UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 026 00 (02/20)

EXCLUSION for COMMUNICABLE DISEASE, SEXUAL ACTION, and SEXUAL HARASSMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions,** and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions:**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the:

a. Transmission, actual or alleged, of any "communicable disease"; or

b. Any actual or alleged "sexual action," or any actual or alleged sexual harassment of any nature.

c. This exclusion applies:

(1) whether or not the actual or alleged damages or injury are caused by any insured or any other person;

(2) whether or not the actual or alleged damages or injury took place at any premises owned or occupied by any insured; and

(3) regardless of the alleged theory of liability or the intent of any party, including but not limited to:

(i) Negligent hiring, placement, training, or supervision; or
(ii) Any act, error or omission relating to negligent maintenance of premises where the insured allegedly knew or should have known that exposure to any “communicable disease” or "sexual action" could occur including, but not limited to, the alleged failure to provide adequate protection or security, of any nature against the same; and
(iii) Any actual or alleged failure to perform services which were either intended to, or assumed to, prevent any "communicable disease," their transmission to others, or any unwanted sexual action.

d. This exclusion also applies to any:

(1) “Claim” or “suit” brought by any other person, firm or organization asserting rights derived from, contingent upon, or arising out of a “communicable disease” or "sexual action" and specifically excludes from coverage, “claims” or “suits” for:

(i) Emotional distress;
(ii) Loss of society, service, consortium or income;
(iii) Reimbursement for expenses including, but not limited to, medical expenses, hospital expenses, or wages, paid or incurred, by such other person, firm or organization; or
(iv) Legal expenses, costs or fees associated with any claim or “suit”.

(2) Any obligation to share damages with or repay someone who must pay damages because of the injury or damage; and

(3) Any loss, cost or expense arising out of any:

(i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, treat, or in any way respond to, or assess the effects of any “communicable disease”; or
(ii) “Claim” or “suit” by or on behalf of any authority, governmental or otherwise, for damages because of testing for, monitoring, treating, or in any way responding to, or assessing the effects of any “communicable disease.”

2. **SECTION V – DEFINITIONS** is amended as follows.

"Communicable disease" includes any infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges, or by indirect means, including but not limited to breathing in an airborne virus, contamination of food or water, or by being bitten or stung by an insect.

"Sexual action" includes but is not limited to any verbal or nonverbal communication or behavior, physical contact of any nature, and/or any conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, regardless of whether such action is alleged to be intentional or negligent.