UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 073 01 (02/20)

DEFENSE WITHIN LIMITS ENDORSEMENT

for ASSAULT OR BATTERY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM,** at the end of Paragraph 4:

Notwithstanding the foregoing, in connection with any claim, "suit," or "occurrence" arising in whole or in part from any actual or threatened "assault" or "battery," these payments **shall** reduce the limits of this insurance.

B. The following is added to **SECTION V - DEFINITIONS**, of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

“Assault” means the apprehension of harmful or offensive contact between or among two or more persons by threat through words or deeds.

“Battery” means the harmful or offensive contact between or among two or more persons by personal contact or by instrumentality.

C. This endorsement applies to any claim or "suit" for “bodily injury”, “property damage” and “personal and advertising injury” arising out of any "assault" or "battery," including but not limited to the following:

(1) The actual or threatened “assault or battery” whether caused by or at the instigation of any insured, it’s “employees”, patrons or any other person;

(2) The failure of any insured or anyone else for whom any insured is or ever was legally responsible to prevent or suppress “assault or battery”; or

(3) The negligent employment, investigation, supervision, training, or retention of any person for whom any insured is or ever was legally responsible and whose conduct is described in paragraphs C(1) or C(2), above.

All other terms, conditions, and exclusions under this policy remain unchanged.