

CHILD CARE LIABILITY COVERAGE ENDORSEMENT
SECTION II - LIABILITY

TX124

1st Edition

For an additional premium, **Coverage C - Personal Liability and Coverage D - Medical Payments To Others Coverage** are amended as follows:

COVERAGES

We cover **bodily injury, property damage** or personal injury and resulting necessary medical expenses for which any **insured** becomes legally obligated to pay because of home child care services provided on a regular basis by or at the direction of any **insured** on or from the **residence premises**. The **bodily injury**, or **property damage** must be caused by an **occurrence** to which this coverage applies.

Regular basis means more than 20 hours per week.

This endorsement does not apply, to any child, if child care services are being provided for more than @@@ children.

EXCLUSIONS

All **Section II Exclusions** except as amended below, apply to this Endorsement.

Items 1.o. of the **Section II Exclusions Applying to Coverages C and D - Personal Liability and Medical Payments to Others** do not apply to coverage for home child care services under this Endorsement as long as the number of children cared for by any **insured** does not exceed the number shown above.

The following exclusions are added under **Section II Exclusions Applying to Coverage C and D - Personal Liability and Medical Payments to Others**:

r. Corporal Punishment Exclusion. Corporal punishment includes but is not limited to any physical punishment or other physical disciplinary measure or physical restraint of a child which is excessive under the circumstances and creates a substantial risk of serious physical harm to the child, or is in violation of any applicable statute, rule, regulation or other law, whether or not the **insured** is convicted thereunder.

We do not cover actual or alleged **bodily injury, property damage**, personal injury or medical expenses caused by or arising out of the actual, alleged, or threatened corporal punishment by or at the direction of:

- a. any **insured**; or
 - b. any employee of any **insured**; or
 - c. any volunteer, **person** for hire, or any other **person** who is acting or who appears to be acting on behalf of any **insured**.
- s. Sexual Molestation Exclusion. We do not cover actual or alleged **bodily injury, property damage**, personal injury or medical expenses caused by or arising out of the actual, alleged, or threatened sexual molestation of a child by:
- a. any **insured**; or
 - b. any employee of any **insured**; or
 - c. any volunteer, **person** for hire, or any other **person** who is acting or who appears to be acting on behalf of any **insured**.

Molestation includes but is not limited to any act of sexual misconduct, sexual molestation or physical or mental abuse of a minor.

t. Personal Injury Exclusion. This insurance does not cover claims or suits, and any included defense costs, seeking damages against any **insured** for personal injury. Personal injury means any injury resulting from one or more of the following:

- a. False arrest, imprisonment, malicious prosecution and detention.
- b. Wrongful eviction, wrongful entry, invasion of rights of privacy.
- c. Libel, slander, defamation of character.

We have no duty to defend or settle any corporal punishment, sexual molestation or personal injury claim or suit against any **insured**, employee, or any other **person**.

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This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.