October 22-25, 2026 I Sheraton Boston Hotel

MAIA'S BIG EVENT 2026

Conference & Trade Show

Celebrating Independence!

10/24/2026
8:45 am - 9:45 am

Insuring Against The Dark Side Of Human Behavior

Insuring Against The Dark Side of Human Behavior

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Topics to be Covered

- Assault and battery
- Abuse and molestation
- Human trafficking
- Firearms and other weapons

CG 00 01 04 13/CG 00 01 12 25
CGL Coverage Form

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Coverage A Insuring Agreement

…..

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.



CG 00 01 04 13/CG 00 01 12 25
CGL Coverage Form

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Coverage A - Expected or Intended Injury Exclusion

This insurance does not apply to:

Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.



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CG 00 01 04 13/CG 00 01 12 25
CGL Coverage Form

Condition - Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. *As if each Named Insured were the only Named Insured; and*
b. *Separately to each insured against whom claim is made or "suit" is brought.*

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What is Reasonable Force?

Black's Law Dictionary

- That degree of force which is not excessive and is appropriate in protecting oneself or one's property; when such force is used, a person is justified and is not criminally liable, nor is s/he liable in tort.

Make my day/Stand your ground/Castle laws

Assault and Battery Exclusion (Non-Standard)

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Sample Language

This insurance does not apply to:
***(1)** Assault or Battery*
"Injury" arising out of any assault, battery, fight, altercation, misconduct or similar incident or act of violence.

This exclusion applies whether the assault, battery, fight, altercation, misconduct or similar incident or act of violence was:
***(a)** caused by;*
***(b)** at the instigation of; or*
***(c)** at the direction of*
you, your "employee", your customers, patrons, guests or any other person or cause whatsoever.

Assault and Battery Exclusion

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Sample Language (Continued)

This exclusion also applies whether the insured may be liable as an employer or in any other capacity.

***(2)** Coverage of any kind, including but not limited to the cost of defense, for Bodily Injury and/or Property Damage arising out of, or caused in whole or in part by an assault and/or battery.*

C. No Coverage is provided under this policy if the underlying operative facts constitute an assault and/or battery irrespective of whether the claim alleges negligent hiring, training, supervision and/or retention against the insured, or for any other negligent actions of the insured.

Assault and Battery Exclusion
Limited Exception

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Sample Language (continued)

We will pay those sums that the insured becomes legally obligated to pay as damages for "bodily injury", "property damage", or "personal and advertising injury" arising from "Assault and/or Battery."

This endorsement applies regardless of the degree of culpability or intent and without regard to:

- *whether the acts are alleged to be by or at the instruction or at the direction of the insured, his officers, "employees", agents or servants; or by any other person lawfully or otherwise on, at or near the premises owned or occupied by the insured; or by any other person;*

Assault and Battery Exclusion
Limited Exception

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Sample Language (continued)

This endorsement applies regardless of the degree of culpability or intent and without regard to:

- *the alleged failure of the insured or his officers, "employees", agents or servants in the hiring, supervision, retention or control of any person, whether or not an officer, "employee", agent or servant of the insured.*

Assault and Battery Each Occurrence Limit	$100,000
Assault and Battery P&AI Limit	$100,000
Assault and Battery Aggregate Limit	$100,000

Assault and Battery Exclusion Limited Exception

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Sample Language (continued)

This insurance does not apply to:
1) *Emotional distress or for loss or society, services, consortium and/or income; or*
2) *Reimbursement for expenses (including but not limited to medical expenses, hospital expenses and wages) paid or incurred by such other person, firm or organization; or*
3) *Any obligation to share damages with or repay someone who must pay damages because of the injury*

David Cohne v. Navigators Specialty Insurance Co.

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- David Cohne was a bouncer/doorman at the Royale Night Club in Boston
- Kenneth Yianacopolus was a patron of the club
- Kenneth left the club and attempted to re-enter. When David tried to stop him, there was a physical altercation.
- Kenneth filed suit against David and Royale Night Club

David Cohne v. Navigators Specialty Insurance Co.

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Issue #1 – Was David acting within the scope of his employment or while performing duties related to the conduct of the Club's business?

Navigators claimed no.
Court decided yes.

Effect: David is an insured under the CGL.

David Cohne v. Navigators Specialty Insurance Co.

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Issue #2 – Was coverage excluded by the A&B exclusion?

The policy excluded BI or PD arising from:

Assault and/or battery committed or alleged to have been committed by any person; or

Any act or omission connected directly or indirectly with the prevention or suppression of any act indicated in [Item A]..including the protection of persons or property, whether caused by or at the instigation or direction of any insured, an insured's employee, an insured's patrons or guests, or volunteers working for or on behalf of an insured, or any other person.

David Cohne v. Navigators Specialty Insurance Co.

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Issue #2 – Was coverage excluded by the A&B exclusion?

Notwithstanding the foregoing, we shall pay up to the following amounts you become obligated to pay for all damages and claim expenses which result from claims or suits based on allegations of any of the acts or omissions in item I. above.

$250,000 any one claim or suit
$250,000 aggregate for the policy period

CG 40 51 01 26
Exclusion – Assault Or Battery

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This insurance does not apply to "bodily injury" or "property damage" arising out of:
a. *The actual, alleged or threatened assault or battery of any person committed by anyone;*
b. *Any act or omission by any insured in connection with the prevention or suppression of an assault or battery; or*
c. *Negligence or other wrongdoing in:*
- ***(1)*** *Hiring;*
- ***(2)*** *Training;*
- ***(3)*** *Employment;*
- ***(4)*** *Investigation;*
- ***(5)*** *Supervision;*
- ***(6)*** *Monitoring;*
- ***(7)*** *Reporting to the proper authorities, or failure to so report; or*
- ***(8)*** *Retention;*

*of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **a.** or **b.** above.*

Note: Similar language is added to Coverage B.

CG 40 28 09 22
Broad Abuse Or Molestation Exclusion

17

This insurance does not apply to damages arising out of:

1. *The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or*
2. *The negligent:*
   - **a.** *Employment;*
   - **b.** *Investigation;*
   - **c.** *Supervision;*
   - **d.** *Reporting to the proper authorities, or failure to so report; or*
   - **e.** *Retention;*

   of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

Note: The exclusion applies to Coverages A and B.

CG 40 29 09 22
Sexual Abuse Or Sexual Molestation Exclusion

18

This insurance does not apply to damages arising out of:

1. *The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or*
2. *The negligent:*
   - **a.** *Employment;*
   - **b.** *Investigation;*
   - **c.** *Supervision;*
   - **d.** *Reporting to the proper authorities, or failure to so report; or*
   - **e.** *Retention;*

   of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

Note: The exclusion applies to Coverages A and B.

CG 04 14 09 22
Sexual Abuse Or Sexual Molestation Liability Coverage

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 04 14 09 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR SEXUAL MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Premise(s), Project(s), Contract(s) Or Agreement(s): (Enter below any limitations on the application of this endorsement. If no limitation is entered, Paragraph **B.2.b.** of this endorsement does not apply.)	
Limits Of Insurance	
Sexual Abuse Or Sexual Molestation Liability Aggregate Limit:	**$**
Sexual Abuse Or Sexual Molestation Liability Each Act Limit:	**$**
Sexual Abuse Or Sexual Molestation Liability Each Act Deductible:	**$**
Sexual Abuse Or Sexual Molestation Liability Premium:	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

CG 04 14 09 22
Sexual Abuse Or Sexual Molestation Liability Coverage

The following exclusion is added to Coverages A and B:

This insurance does not apply to damages arising out of:

1. *The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or*
2. *The negligent:*
   - ***a.*** *Employment;*
   - ***b.*** *Investigation;*
   - ***c.*** *Supervision;*
   - ***d.*** *Reporting to the proper authorities, or failure to so report; or*
   - ***e.*** *Retention;*

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

CG 04 14 09 22

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Sexual Abuse Or Sexual Molestation Liability Coverage

A new insuring agreement is added – Sexual Abuse or Sexual Molestation Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any report or allegation of an "act of sexual abuse or sexual molestation" or "interrelated acts" and settle any claim or "suit" that may result…

CG 04 14 09 22

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Sexual Abuse Or Sexual Molestation Liability Coverage

"Act of sexual abuse or sexual molestation" *means:*

a. *The actual, alleged or threatened sexual abuse or sexual molestation of any person committed* ***by anyone****; or*

b. *The negligent:*

(1) *Employment;*

(2) *Investigation;*

(3) *Supervision; or*

(4) *Retention;*

of a person for whom any insured is or ever was legally responsible and whose conduct would be described by Paragraph a. above.

CG 04 14 09 22
Sexual Abuse Or Sexual Molestation Liability Coverage

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"Interrelated acts" *means a series of interrelated, causally connected or continuous acts of actual, alleged or threatened sexual abuse or sexual molestation of any person or persons committed, or allegedly committed, by one person or two or more persons acting together, which are the subject of or the basis for any claim or "suit".*

CG 04 14 09 22
Sexual Abuse Or Sexual Molestation Liability Coverage

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Such series of interrelated, causally connected or continuous acts shall be considered to be one "act of sexual abuse or sexual molestation", deemed to be committed at the time of the first such act regardless of:

a. *The period of time over which the "acts of sexual abuse or sexual molestation" takes place;*

b. *The number of persons injured or who are alleging "acts of sexual abuse or sexual molestation";*

c. *The number of persons who committed or allegedly committed "acts of sexual abuse or sexual molestation";*

d. *The types of "acts of sexual abuse or sexual molestation" involved or alleged; or*

e. *The number of times the "acts of sexual abuse or sexual molestation" took place.*

CG 04 14 09 22
Sexual Abuse Or Sexual Molestation Liability Coverage

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This coverage part includes:

- Its own insuring agreement and defense provisions
- Supplementary Payments
- Changes to some of the CGL exclusions
- Changes to the CGL Who Is An Insured section
- Limits of Insurance/Deductible
- Changes to some of the CGL Conditions
- Additional Definitions

Sexual Abuse Or Sexual Molestation Liability

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CG 04 16 09 22 – Sexual Abuse Or Sexual Molestation Liability Coverage

- Same coverage as CG 04 14 09 22 but on a claims-made basis

CG 04 15 09 22 – Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage

- Coverage is limited to sexual abuse or sexual molestation committed by the insured

CG 04 17 09 22 – Sexual Abuse Or Sexual Molestation Of Any Person Committed By The Insured Liability Coverage

- Same coverage as CG 04 15 09 22 but on a claims-made basis

Human Trafficking

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A civil private right of action is granted to victims of human trafficking under Chapter 77 – Peonage, Slavery, and Trafficking in Persons of 18 U.S.C. § 1595, as excerpted below:

"An individual who is a victim of a violation of this chapter may bring a civil action against the perpetrator (or whoever knowingly benefits, or attempts or conspires to benefit, financially or by receiving anything of value from participation in a venture which that person knew or should have known has engaged in an act in violation of this chapter) in an appropriate district court of the United States and may recover damages and reasonable attorneys fees."

CG 40 49 01 26
Exclusion – Human Trafficking

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"Human trafficking" *means:*

1. *The recruitment, harboring, transportation, provision, obtaining, patronizing or soliciting of a person for the purpose of a commercial sex act which is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or*

2. *The recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.*

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CG 40 49 01 26
Exclusion – Human Trafficking

This insurance does not apply to "bodily injury" or "property damage" arising out of:
a. *The actual or alleged "human trafficking" of any person committed by anyone;*
b. *Any act or omission by any insured in connection with the prevention or suppression of "human trafficking"; or*
c. *Negligence or other wrongdoing in:*
- ***(1)*** *Hiring;*
- ***(2)*** *Training;*
- ***(3)*** *Employment;*
- ***(4)*** *Investigation;*
- ***(5)*** *Supervision;*
- ***(6)*** *Monitoring;*
- ***(7)*** *Reporting to the proper authorities, or failure to so report; or*
- ***(8)*** *Retention;*

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph ***a.*** *or* ***b.*** *above.*

Note: Similar language is added to Coverage B.

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Firearms Exclusion

Sample Language

This insurance does not apply to:

"Bodily injury", "property damage', "personal and advertising injury", or any loss, cost, damage or expense arising out of the ownership, rental, maintenance, use or misuse of any firearm.

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Weapons Exclusion

Sample Language

This insurance does not apply to:

> *"bodily injury ... arising out of firearms or weapons or out of any act or omission in connection with the prevention or suppression of firearms or weapons, including failure to warn, train, or supervise, whether caused by or at the instigation or direction of the insured, his employees, patrons, or any other person or failure to render aid and/or notify emergency personnel.*



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You Be The Judge

***AIX Specialty Ins. Co. v. Shanika Everett*, No. 19-2533 (M.D. Fla. June 16, 2021)**

"It is understood that no coverage is afforded by this policy for any injury, death, claims, or actions occasioned directly or indirectly or as an incident to the discharge of firearms by person or persons on or about the insured premises."

Thank You For Attending!

Catherine Trischan, CPCU, CIC, CRM, ARM, AU, AAI, CRIS, MLIS, TRIP, CBIA
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