

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT PRACTICES LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies Insurance provided under the following:

INSURANCE AGENTS, BROKERS AND CONSULTANTS PROFESSIONAL LIABILITY
INSURANCE POLICY

Schedule

Retroactive Date	Each Employment Practices Wrongful Act Deductible	Aggregate Employment Practices Liability Limit of Liability
	\$	\$

The Employment Practices Liability Coverage provided by this endorsement is subject to the Aggregate Employment Practices Liability Limit of Liability, Retroactive Date and Each Employment Practices Wrongful Act Deductible shown in the Schedule above. Employment Practices Liability Coverage is not subject to an Aggregate Deductible shown on the Declarations. The Employment Practices Liability Coverage Aggregate Limit of Liability is part of, and not in addition to, the Policy Aggregate Limit of Liability.

I. SECTION I. INSURING AGREEMENTS is amended as follows:

A. Paragraphs **A.1.**, and **A.3.** are deleted in entirety and replaced with the following:

COVERAGE- PROFESSIONAL LIABILITY

- 1.** We shall pay on behalf of an **Insured** all **Damages** and related **Claims Expenses** in excess of the deductible and pay related **Claims Expenses** which an **Insured** becomes legally obligated to pay as a result of **Claims** first made against an **Insured** during the **Policy Period** and reported to **Us** in writing during the **Policy Period** or within the 60-day automatic Extended Reporting Period or, if offered and purchased, during a Supplemental Extended Reporting Period by reason of any **Wrongful Act** or **Employment Practices Wrongful Act** occurring on or after the **Retroactive Date**. Coverage is provided only to the extent this policy applies to such **Claims** or **Damages**. The 60-day period for reporting **Claims** following the end of the **Policy Period** is the Automatic Extended Reporting Period and is provided free of charge. The Automatic Extended Reporting Period does not extend the **Policy Period** and does not apply to **Claims** that are covered under any subsequent insurance the **Named Insured** purchases or that would be covered by such insurance but for the exhaustion of the amount of insurance applicable to such claims.
- 3.** We will not provide **Claims Expenses** under this policy unless coverage for **Damages** other than **Claims Expenses** would also be available with regard to any **Claim** seeking **Damages** as a result of a **Wrongful Act** or **Employment Practices Wrongful Act** to which this policy applies.

B. Part **C.** Paragraph **2. DEDUCTIBLE** is amended as follows:

- 1.** Solely for **Claims** based upon or arising out of the coverage provided by this endorsement, the first paragraph under Paragraph **2.a.** is deleted in the entirety and replaced with the following:

- a. The Deductible stated in the above Schedule applies only to **Damages**. We shall only be liable to pay **Damages** in excess of the Deductible stated in the above Schedule, which Deductible shall apply to each loss covered under this endorsement arising out of any one **Employment Practices Wrongful Act**, or **Related Employment Practices Wrongful Acts**. The Deductible does not increase the Limit of Liability stated in the above Schedule.
2. Paragraphs **2.c.** and **2.d.** are deleted in entirety for **Claims** based upon or arising out of the coverage provided by this endorsement.

II. SECTION III. EXCLUSIONS is amended as follows.

1. Exclusion **F.** is deleted in its entirety.
2. The following is added to the Exclusions Section.
 - a. Any express contract whether written or oral to pay set wages or **Benefits**, overtime wages, bonuses, commissions, severance payments or any similar payments, or to provide or continue to provide **Benefits** of any kind.
 - b. An actual or alleged violation of;
 - (1) The Consolidated Omnibus Budget Reconciliation Act (COBRA);
 - (2) The Worker Adjustment and Retraining Notification Act (WARN);
 - (3) The Occupational Safety and Health Act (OSHA);
 - (4) The National Labor Relations Act of 1938 (NLRA);
 - (5) The Labor-Management Relations Act of 1947 (LMRA);
 - (6) The Racketeer Influenced Corruption Act (RICO);
 - (7) Any workers' compensation, disability benefits or unemployment compensation laws;
 - (8) Any amendments to any such laws, any similar federal, state or local laws, or any regulations promulgated under any such laws; or
 - (9) The Fair Labor Standards Act (FLSA) or any federal, state or local law, ordinance or regulation that attempts to regulate or control the wages paid to or the hours worked by an **Employee** of the **Named Insured**.
 - c. A **Wrongful Act** in any way related to compliance or non-compliance with ADA requirements and any costs, expense or **Damages** incurred or assessed to make premises accessible to persons with disabilities as required by The Americans with Disabilities Act of 1990, any similar federal, state or local law, or any regulations promulgated under any such laws.
 - d. Any incident related to strikes, lockouts, picket lines, temporary or permanent **Employee** replacement, or other similar actions resulting from labor disputes or labor negotiations.

III. SECTION VI. DEFINITIONS is amended as follows:

1. The Definition of **Claim** is deleted in its entirety and replaced with the following as this definition applies solely to **Claims** based upon or arising out of an **Employment Practices Wrongful Act**.

Claim means any of the following if brought and maintained by or on behalf of any past, present or prospective **Employee** of the **Named Insured**:

1. A written or oral demand for compensatory monetary damages, or a written demand for reinstatement of employment or reemployment;
2. A Suit;
3. A formal civil administrative or arbitration proceeding commenced with the **Insured's** receipt of a notice of charge, formal investigative order, or similar document against the **Insured**, including those brought by the Equal Employment Opportunity Commission (EEOC), or any similar state, local or foreign agency; or
4. A written request to toll or waive a statute of limitations relating to a potential **Claim** received by an **Insured**.

However, **Claim** shall not include any labor or grievance arbitration or proceeding pursuant to a collective bargaining agreement, or any investigation of any **Insured** by any governmental authority for allegedly hiring or harboring undocumented workers or illegal aliens.

2. The Definition of **Damages** is revised as follows:

Damages also shall not include:

1. Any compensation for services rendered or that will be rendered, or any compensation earned in the course of employment by an **Employee** of the **Named Insured**;
2. Any obligation to provide any **Employee Benefits**, stock options, perquisites or deferred compensation to a current, former or prospective **Employee**, or their equivalent;
3. Any obligation to provide any severance pay for terminated **Employees**;
4. Amounts allocated for front pay, future pay, or other equivalent economic relief, if the **Named Insured** had the opportunity pursuant to final adjudication or judgment to reinstate the claimant's employment, but failed to do so;
5. Any liability or costs incurred by the **Insured** arising out of a request, order, judgment or settlement agreement, including but not limited to any liability or costs incurred by the **Insured** to modify any building or property to make such building or property more accessible or accommodating to any disabled person; or
6. **Stock Benefits**, or any future compensation or **Benefits** of a claimant or plaintiff who has been or will be rehired or reinstated to employment pursuant to a settlement, order or other resolution of any **Claim**.

3. The following Definitions are added:

- a. **Benefits** means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums and plan contributions) in connection with any employee benefit plan or agreement. **Benefits** do not include salary or wages.
- b. **Employee** means any person in the regular service of the **Named Insured** whom the **Named Insured** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of service, including without limitation part time, seasonal, temporary and leased workers, whether in a supervisory, subordinate, or other position. **Employee** does not include any independent contractor.
- c. **Employment Practices Wrongful Act** means any of the following committed by the **Insured**
 - (1) Wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an implied contract of employment;
 - (2) Harassment, including sexual harassment and workplace harassment;
 - (3) Violation of any employment discrimination law;
 - (4) Employment-related retaliation, defamation, libel, slander, humiliation, infliction of emotional distress, or invasion of privacy;
 - (5) Wrongful failure to employ or promote;
 - (6) Wrongful deprivation of a career opportunity; and
 - (7) Wrongful discipline, demotion or evaluation.

However, **Employment Practices Wrongful Act** does not include

- (1) The actual or alleged violation of any federal, state, local or foreign wage and hour laws or regulations; or
 - (2) Breach of an employment contract or agreement, whether written or oral, express or implied, which limits grounds for termination of employment to specific causes, or to pay or provide any specified wages, bonuses, **Benefits**, **Stock Benefits**, commissions, severance payments or packages, or to provide or continue **Benefits** of any kind.
- d. **Stock Benefits** means any offering, plan or agreement between the **Named Insured** and any **Employee** which grants stock, stock options, restricted stock or stock appreciation rights in or from the **Named Insured** to the **Employee**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: