BEAZLEY

DECLARATIONS
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE
CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the Insureds and the Insurer.

Insurer: Beazley Insurance Company, Inc.

Policy Number:

1. NAMED INSURED:

ORGANIZATION STRUCTURE:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

2. POLICY PERIOD:

From:

To:

Both dates at 12.01 a.m. Local Time at the Address stated in Item 3.

3. ADDRESS:

4. LIMIT OF LIABILITY (INCLUDES DEFENSE COSTS):

(a) Any **One Insured Event** Limit

(b) Any **One Third Party Insured Event** Limit

(c) Additional Defense Limit

(d) Aggregate Limit of Liability

5. SELF INSURED RETENTION (INCLUDES DEFENSE COSTS):

Any **One Insured Event**

Any **One Third Party Insured Event**

6. PRIOR KNOWLEDGE DATE:

7. THIRD PARTY RETROACTIVE DATE:

BEAZLEY

8. PREMIUM:

9. NOTICES:

(a)	Authorized Claims Representative:	Beazley Insurance Company, Inc. 30 Batterson Park Road Farmington, CT 06032 Attn: Claims Or by email: claims@beazley.com
(b)	All Other Notices:	Beazley Insurance Company, Inc. 30 Batterson Park Road Farmington, CT 06032 Tel: (860) 677-3700 Fax: (860) 679-0247 Attn: Claims Or by email: claims@beazley.com

10. TERRORISM COVERAGE:

Coverage Purchased: ☐ Yes ☐ No

If "Yes", Terrorism Coverage Premium: $

11. EXTENDED REPORTING PERIOD:

(a) Premium for Extended Reporting Period: % of the total premium as for the Policy

(b) Length of Extended Reporting Period:

12. ENDORSEMENTS EFFECTIVE AT INCEPTION:

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative

Date

Secretary

President

BEAZLEY

EMPLOYMENT PRACTICES LIABILITY INSURANCE
CLAIMS MADE AND REPORTED

NOTICE: **This Coverage is Provided on a Claims Made and Reported Basis**. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability for only those covered **Claims** that are first made against an Insured and reported to us (in accordance with the provisions regarding notice) while the insurance is in force. The **LIMIT OF LIABILITY** shall be reduced and may be completely exhausted by payment of **Defense Costs**. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of Premium, this policy covers **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** liability within the terms, conditions, limitations and exclusions set forth in this policy. It has been issued in reliance upon all statements made to us in the **Application** and any attachments and all other information provided to us. The **Application** is incorporated herein and forms a part of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations.

Under this policy the words "we", "us" and "our" refer to the Insurer providing this insurance.

The word "Insured" means any person or organization qualifying as such under **WHO IS INSURED.**

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. IMPORTANT: THIS IS A CLAIMS FIRST MADE AND REPORTED POLICY THAT INCLUDES DEFENSE COSTS WITHIN THE LIMIT OF LIABILITY.

I. COVERAGE: WHAT IS COVERED

A. We will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of an **Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. The amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

B. If the Declarations Page indicates that the Insured purchased coverage for **Inappropriate Third Party Conduct**, then we will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of a **Third Party Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Refer to Section VIII.A. for full details of your duties in the event of a **Claim**. However, the amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

C. This policy applies only if:

1. A **Claim** is first made against an Insured in accordance with **WHEN COVERAGE IS PROVIDED**;

2. The **Claim** is first reported in accordance with **WHEN COVERAGE IS PROVIDED** and **CONDITIONS** section **VIII.A** Duties in the event of a **Claim**; and

3. A **Claim** is first made against an Insured in accordance with **WHERE COVERAGE IS PROVIDED**.

D. **Defense.** We have the right and duty to defend any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. We will give consideration to your preference for defense counsel; however the final decision rests with us. We have no duty to provide other services or take other actions. Our duty to defend any **Claim** ends when the **LIMIT OF LIABILITY** that applies has been exhausted, and in such event, the Named Insured shall, upon notice from us, promptly take over control of the defense.

We have the right to investigate and to settle any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, in the manner and to the extent that we believe is proper, contingent upon the consent of the Named Insured as defined in this policy. This includes the right to agree to post a notice of compliance, provided such notice does not contain an admission of liability.

You may take over control of any outstanding **Claim** previously reported to us only if we both agree that you should, if required under law or if a court orders you to do so.

If your **LIMIT OF LIABILITY** is exhausted, we will notify you of all outstanding **Claims** so that you can take over control of their defense. We will help to transfer control to you.

E. **During the transfer of control.** We agree to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the transfer of control to you. If we do so, you agree to pay reasonable expenses that we incur for taking such steps after the **LIMIT OF LIABILITY** is exhausted.

F. Duty to pay. We have the duty to pay any **Loss** that results from any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. Our duty to pay ends when the applicable **LIMIT OF LIABILITY** has been exhausted. We will not pay more than the applicable **LIMIT OF LIABILITY**.

We have no duty to recognize or pay **Defense Costs** incurred without our prior consent. Any payment of **Defense Costs** is included in the **LIMIT OF LIABILITY**; it is not in addition to the **LIMIT OF LIABILITY**.

G. Recommended Settlements. As respects any **Claim** for which we recommend that a settlement offer be accepted but you do not give your consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed: 1) the recommended settlement amount plus **Defense Costs** incurred as of the date we recommended the settlement; plus 2) 70% of covered **Loss** excess of the recommended settlement (subject to the **LIMIT OF LIABILITY**) so long as 30% of such excess is borne by the Insured at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Retention amount.

II. EXCLUSIONS: WHAT IS NOT COVERED

A. Worker's Compensation/ERISA/FLSA/NLRA/WARN/COBRA/OSHA. This policy does not cover any **Loss** arising out of any **Claim** alleging violation of any: i) worker's compensation, disability benefits or unemployment compensation law, social security and other employment benefits law; ii) the Employee Retirement Income Security Act of 1974 Public Law 93-406; iii) the Fair Labor Standards Act of 1938 (except the Equal Pay Act); (iv) the National Labor Relations Act; (v) the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988); (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.); (viii) any statute, law or regulation similar to any statute, law or regulation described in (i) through (vii) of this exclusion; or (ix) any amendments to or regulations promulgated under any statute, law or regulation described in (i) through (vii) of this exclusion; provided, however, this exclusion shall not apply to any **Claim** for **Retaliation**.

B. Contractual Liability. This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** any Insured is obligated to pay by reason of the assumption of another's liability for an **Insured Event** or, if purchased, a **Third Party Insured Event** in a contract or agreement. This exclusion will not apply to liability for damages because of an **Insured Event** or, if purchased, a **Third Party Insured Event** that any Insured would have without the contract or agreement. This policy also does not cover any **Claims** for liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased **Employee**.

C. Strikes and Lockouts. This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** arising out of a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes, collective bargaining agreements or labor negotiations.

D. Consequential Loss. This policy does not cover any **Loss** resulting from or attributable to any allegations made by or solely for the benefit of a claimant's domestic partner, spouse, child, parent, brother or sister.

E. Wage and Hour Law. This policy does not cover any **Loss** arising out of a **Claim** alleging violation of any **Wage and Hour Law**, however, in the event such **Claim** also alleges an **Insured Event** otherwise covered by this policy, notwithstanding the provisions of section I.D. Defense, and subject to all other terms, conditions and exclusions contained in this policy, we agree to pay **Loss** solely for that portion of the **Claim** involving such **Insured Event**.

F. Fraud and Collusion. This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging fraud or collusion by an Insured. Without limiting the foregoing, we will pay **Defense Costs** incurred relating to allegations of fraud and collusion to defend an innocent Insured named in such **Claim** so long as such **Claim** also contains allegations against that innocent Insured involving an **Insured Event** or, if purchased, a **Third Party Insured Event** otherwise covered by this policy.

G. Price Discrimination. This policy does not cover any **Loss** for **Inappropriate Third Party Conduct** alleging price discrimination, or other violation of any antitrust or unfair trade practices law.

H. Prior Knowledge. This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** of which any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware by actual knowledge of the facts or circumstances of such **Insured Events** or, if purchased, a **Third Party Insured Event** prior to the Prior Knowledge Date, as shown in the Declarations.

I. Prior Notice. This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** that have been the subject of any notice given under any other policy prior to the inception date of this policy.

J. Property Damage/Bodily Injury. This policy does not cover any **Loss** for damage to, or destruction of, loss of, or loss of use of any tangible property; or for or arising out of bodily injury, sickness, disease or death or any person; provided; however, that this exclusion shall not apply to that portion of a **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, seeking **Loss** for emotional distress, loss of reputation, mental anguish, or humiliation otherwise covered by this policy.

III. WHEN COVERAGE IS PROVIDED

A. **Claims** are considered to be first made on the date the **Claim** is first commenced by the claimant and not the date any Insured is served or first receives notice of a **Claim**.

All **Claims** because of **One Insured Event** or, if purchased **One Third Party Insured Event**, will be considered to have been made on the date that the first of those **Claims** was first made.

B. Extended Reporting Period. If you or we non-renew this policy or if we cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional Premium set forth in Item 11(a) of the Declarations.

The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

Different renewal Premium or Self Insured Retention or Limits of Liability or changes in policy language shall not constitute non-renewal by us.

However, the Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

Coverage under the Extended Reporting Period is with respect to **Claims** first made against an Insured during the Extended Reporting Period and first reported by an Insured in accordance with Section VIII.A.1., provided always that **Claims** reported during the Extended Reported Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the addition of the Extended Reporting Period, if purchased.

C. If, during the Policy Period, any of the following changes occur:

1. the acquisition of an Insured, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an Insured into or with another entity such that the Insured is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate over fifty percent (50%) of the directors of an Insured;

coverage under this policy will continue in full force and effect with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed before such change, but coverage will cease with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed after such change. After any such change, this policy may not be cancelled, regardless of **CONDITIONS** section **VIII.E** Cancellation, and the entire Premium for the policy will be deemed fully earned.

IV. WHERE COVERAGE IS PROVIDED

This policy covers **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** that happen anywhere in the world.

V. WHO IS INSURED

A. Individual. If you are shown in the Declarations as an individual, you and your spouse are Insureds but only for the conduct of a business of which you are the sole owner.

B. Corporation. If you are shown in the Declarations as a corporation or organization other than a partnership or joint venture, you are an Insured. Your stockholders are also Insureds, but only with respect to their liability as your stockholders.

C. Partnership or Joint Venture. If you are shown in the Declarations as a partnership or joint venture, you are an Insured. Your partners or co-venturers and their spouses are also Insureds, but only for the conduct of your business.

However, no person nor organization is covered for the conduct of any current or past partnership or joint venture not named in the Declarations.

D. Employees. Your **Employees**, executive officers, directors and your trustees are Insureds. Your **Employee's** status as an Insured will be determined as of the date of the **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**, which caused an **Insured Event** or, if purchased, a **Third Party Insured Event**.

E. Mergers and Acquisitions. Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees**

as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than forty five (45) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such forty five (45) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

VI. LIMIT OF LIABILITY

A. The amount shown at Item 4(a) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Insured Event** regardless of the number of **Claims**.

B. The amount shown at Item 4(b) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Third Party Insured Event**, regardless of the number of **Claims**.

C. The amount shown at Item 4(c) in the Declarations is the Additional Defense Limit we will pay for **Defense Costs** incurred in the defense of **Claims**. **Defense Costs** shall apply first to and reduce the Additional Defense Limit which shall be in addition to, and not part of, the Aggregate Limit of Liability. The Additional Defense Limit is applicable to **Defense Costs** only and upon exhaustion of the Additional Defense Limit, **Defense Costs** incurred thereafter shall be part of and not in addition to the Aggregate Limit of Liability and payment of **Defense Costs** reduces and may exhaust the Aggregate Limit of Liability. Notwithstanding the foregoing, if the Aggregate Limit of Liability is exhausted by the payment of **Loss**, other than **Defense Costs**, or tendered to the Named Insured, the Additional Defense Limit shall also be deemed exhausted and no further **Defense Costs** will be paid.

D. The amount shown at Item 4(d) in the Declarations is the most we will pay for the combined total of all **Claims** first made or brought during the Policy Period for **Loss** that results from all **Insured Events** and **Third Party Insured Events** including **Defense Costs** incurred after the Additional Defense Limit has been exhausted.

If this Policy Period is extended, the Limits, as shown in the Declarations shall not in any way increase. For purposes of the **LIMIT OF LIABILITY,** any policy extension is considered to be part of and not in addition to the former Policy Period.

VII. SELF INSURED RETENTION

Our obligation to pay under this policy applies only to the amount of **Loss** in excess of any Self Insured Retention amount, as shown in the Declarations, and the **LIMIT OF LIABILITY** will not be reduced by the amount of such Self Insured Retention.

The Self Insured Retention amount will apply separately to each **Claim** made, however, it will only apply once to all **Claims** arising out of any **One Insured Event** or, if purchased, any **One Third Party Insured Event** regardless of the number of claimants who allege damages.

VIII. CONDITIONS

We have no duty to provide coverage under this policy unless there has been full compliance with all the conditions contained in this policy.

A. Duties in the event of a Claim

1. You must see to it that we or our Authorized Representatives, as shown in the Declarations, receive notice in writing as soon as practicable, but in no event more than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. Your notification should include:

(a) The identity of the person(s) alleging **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

(b) the identity of any Insured(s) who allegedly committed the **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

(c) the identity of any witnesses to the alleged **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**; and

(d) the date(s) an **Insured Event** or, if purchased, a **Third Party Insured Event** took place.

2. You and any other Insured must:

(a) immediately send us or our Authorized Representatives, as shown in the Declarations, copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;

(b) authorize us or our Authorized Representatives, as shown in the Declarations, to obtain statements, records and other information;

(c) co-operate with us or our Authorized Representatives, as shown in the Declarations, in the investigation or defense of the **Claim**; and

(d) assist us or our Authorized Representatives, as shown in the Declarations, in the enforcement of any right against any person or organization which may be liable to an Insured because of **Loss** to which this policy may also apply.

3. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. Subsequent payments that are deemed by us as having been prejudiced by any such voluntary payment will also be the sole responsibility of the Insured.

We have no liability to pay costs that you incur prior to providing notice in accordance with this Section, nor shall any such costs be permitted to erode the Self-Insured Retention that may be applicable.

B. Report of a Potential Claim

Solely at an Insured's option, an Insured may within the Policy Period report an oral complaint:

1. by an **Employee**, former **Employee** or applicant for employment alleging **Discrimination**, **Harassment** and/or **Inappropriate Employment Conduct**; or

2. by a natural person who is not an **Employee** of any Insured alleging **Inappropriate Third Party Conduct**.

If such report is received by us or our Authorized Representatives, as shown in the Declarations, within the Policy Period then any **Claim** subsequently arising from such oral complaint will be deemed to be made on the date such report was received. Such report must include the identity of the person(s) making the oral complaint.

In the event a matter that was previously reported to us in accordance with this Section VIII. B. becomes a **Claim** for which you seek coverage under this policy, you must report such **Claim** in accordance with Section VIII. A. above, even if you have previously reported in connection with this Section VIII. B.

In respect of potential claims, costs incurred prior to notice in accordance with this policy will not be applied against the Self-Insured Retention, nor shall we have any obligation to pay such pre-notice costs that might otherwise be covered by the policy.

C. Legal Action Against Us

1. No person or organization has the right under this policy:

(a) to join us as a party or otherwise bring us into a suit asking for damages from an Insured; or

(b) to sue us on this policy unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on final judgment against an Insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMIT OF LIABILITY**. An agreed settlement means a settlement and release of liability signed by us, an Insured and the claimant's legal representative.

D. Other Insurance

This policy shall be deemed to be primary with the following exceptions: this policy shall apply only as excess insurance over, and shall not contribute with any fiduciary liability insurance or other insurance which applies to any **Claim** for any violation of ERISA as well as insurance which applies to any **Claim** against an **Independent Contractor** or leased or temporary **Employee** or for **Inappropriate Third Party Conduct**. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of any other insurance.

E. Cancellation

You may cancel this policy by surrendering the policy to us or by mailing to us written notice stating when such cancellation shall be effective. We may not cancel this policy for any reason other than non-payment of Premium by mailing to the Named Insured at the address shown in the Declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation as stated in the notice shall become the end of the Policy Period. Delivery of such written notice shall be equivalent to mailing. The notice of cancellation shall state the reason for cancellation.

If you cancel, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under this policy is reported to us on or before the date of cancellation. If we cancel, earned Premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned Premium is not a condition of cancellation.

F. Representations

By accepting this policy you agree:

1. all statements in the **Application** and any attachments as well as all other information provided to us are accurate and complete;
2. those statements are based upon representations you made to us; and
3. those representations are material to our acceptance of this risk and we have issued this policy in reliance upon the truth of your representations.

In the event that any statement or representation in the **Application** is untrue, and the person who signed the **Application** knew that such statement or representation was untrue, this policy shall not afford coverage, but only with respect to the Insured organization and the person who signed the **Application**.

G. When We Do Not Renew / Renewal

If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations, written notice of the non-renewal not less than sixty (60) days before the expiration date. The notice of nonrenewal shall state the reason for nonrenewal.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

H. Transfer Of Rights Of Recovery Against Others to Us

If any Insured has rights to recover all or part of any payments we have made under this policy, those rights are transferred to us; the Insured must do nothing after a **Loss** to impair them. At our request, any Insured will bring suit or transfer those rights to us and help us to enforce them.

I. Bankruptcy

Bankruptcy or insolvency of any Insured or of an Insured's estate will not relieve us of our obligations under this policy**.**

J. Valuation and Currency

All premiums, limits, retentions, **Loss** and other amounts under this policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is reached or another element of **Loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other **Loss** is due.

K. Headings

The description in the headings and subheadings are solely for convenience, and form no part of the terms and conditions of coverage.

L. Alteration and Assignment

No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to the policy, which is issued by us. You agree that this policy constitutes the entire agreement between the Insureds and us. Notice to or knowledge possessed by either party or any agent, broker or other person acting for you or us shall not effect a waiver of or estop you or us from asserting any rights under the policy.

IX. DEFINITIONS

A. Application means each and every signed **Application**, any attachments to such **Applications**, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time.

B. Claim(s) means a written complaint or written charge made against an Insured or a written demand made against an Insured in which damages are alleged, injunctive relief is sought, or where specific charges of **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** are brought.

Claim includes:

1. a civil action, suit or administrative proceeding;
2. a written request to toll or waive a statute of limitations;
3. an administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, including, but not limited to, a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Claim** shall be limited to a Notice of Violation or Order to Show Cause or a written demand for monetary or injunctive relief;

4. an arbitration or mediation or other alternative dispute resolution proceeding if you are obligated to participate in such proceeding or if you agree to participate in such proceeding with our consent; or

5. a criminal proceeding commenced by the return of an indictment or similar pleading.

Claim shall not mean any labor or grievance arbitration subject to a collective bargaining agreement.

C. **Defense Costs** means those reasonable and necessary legal fees and expenses that result from the investigation, settlement, defense or appeal of a specific **Claim** including attorney fees and expenses, the cost of legal proceedings, the cost of expert consultants and witnesses, the cost of appeal, injunction, attachment or supersedeas bonds, the cost of bonds to release property being used to secure a legal obligation (but only for bond amounts within the **LIMIT OF LIABILITY** that applies). We have no obligation to furnish any bonds.

The following are not **Defense Costs**:

1. salaries and expenses of our **Employees**, including in-house and/or coverage attorneys, salaries and expenses of any Insured's **Employees** or the fees and expenses of independent adjusters we hire; or

2. amounts incurred prior to giving notice to us or our Authorized Representatives, as shown in the Declarations.

D. **Discrimination** means any actual or alleged termination of the employment relationship, demotion, failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis prohibited by federal, state or local law.

E. **Employee** means an individual whose labor or service is currently or has formerly been engaged by and directed by the Named Insured, or any covered entity. This includes applicants for employment, volunteers, part time, seasonal and temporary **Employees** as well as any individual employed in a supervisory, managerial or confidential position and **Independent Contractors**. **Employees** who are leased to another employer are not **Employees**.

F. **Harassment** means any actual or alleged unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature, where such **Harassment** is based on a factor or category prohibited by law (including sex, race, age, national origin, disability, etc.), that 1. explicitly or implicitly are made a condition of employment, 2. are used as a basis for employment decisions, or 3. create a hostile, intimidating or offensive work environment or that interfere with performance.

G. **Inappropriate Employment Conduct** means any of the following:

1. actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful or in breach of an implied employment contract or breach of an express written employment contract (other than a collective bargaining agreement);

2. actual or alleged wrongful: demotion, evaluation, deprivation of a career opportunity or discipline;

3. actual or alleged misrepresentation in connection with an employment decision;

4. actual or alleged violation of the Family Medical Leave Act;

5. actual or alleged false imprisonment, detention or malicious prosecution in connection with an employment decision;

6. actual or alleged libel, slander, defamation of character or any invasion of right of privacy in connection with an employment decision; or

7. actual or alleged failure to: employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.

Inappropriate Employment Conduct shall not include any allegations other than those set forth above.

H. **Inappropriate Third Party Conduct** means actual or alleged acts of discrimination or harassment by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations. **Inappropriate Third Party Conduct** shall not include actual or alleged acts of assault or battery.

I. **Independent Contractor** means any natural person **Independent Contractor** who performs labor or service solely for you on a full-time basis pursuant to a written contract or agreement, where such labor or service is under your exclusive direction. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Insured Event** or, if purchased, **Third Party Insured Event**.

J. **Insured Event** means actual or alleged acts of **Discrimination**, **Harassment**, **Retaliation** and/or **Inappropriate Employment Conduct**, by an Insured against an **Employee** or former **Employee** or applicant for employment with an Insured entity.

Insured Event shall not include **Claims** for actual or alleged violation of any federal, state or local **Wage and Hour Laws** or regulations.

K. **Loss** means money which an Insured is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an Insured on that part of any judgment paid by us), settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law.

However, **Loss** does not include anything specifically excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section **II.**, or any of the following:

1. non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought for alleged **Harassment**, **Discrimination**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**);

2. costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person; costs associated with eliminating non-essential duties from the job description of a disabled person; costs associated with providing a disabled person with reasonable workplace accommodations; and costs associated with lost productivity by an employer as the result of making a reasonable workplace accommodation for a disabled person;

3. payment of insurance plan benefits by or on behalf of retired **Employees**, or that to which a claimant would have been entitled as an **Employee** had any Insured provided the claimant with a continuation of insurance;

4. liquidated damages where there is a finding of wilfulness;

5. civil or criminal fines, sanctions, liquidated damages (other than those awarded under the Age Discrimination in Employment Act or the Equal Pay Act); payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this policy is construed;

6. amounts owed under federal, state or local **Wage and Hour Laws**;

7. commissions, bonuses, profit sharing or benefits including but not limited to medical, stock options, vacation, holiday, and/or sick pay;

8. severance pay;

9. damages determined to be owing under an express written contract of employment or obligation to make payments, including consequential and liquidated damages;

10. future salary, wages, bonus, commissions and/or benefits resulting from a settlement of a **Claim**, judgment, order or award that results in the rehiring, promotion or reinstatement of an **Employee**;

11. awards, costs, judgments, or orders resulting from a finding of contempt of court or violation of a court order or administrative decree; or

12. any payment, incentive, or other compensation that is granted in the form of securities of an Insured or is based on the value of securities of an Insured.

L. **One Insured Event** means (1) one or more covered allegations of **Discrimination**, **Harassment**, **Retaliation** and/or **Inappropriate Employment Conduct** which are related by an unbroken chain of events or (2) class action or multiple claimant or multiple plaintiff suits arising out of related **Insured Events**.

M. **One Third Party Insured Event** means one or more covered allegations of **Inappropriate Third Party Conduct** that are related by an unbroken chain of events.

N. **Retaliation** means any actual or alleged **Discrimination**, **Harassment** and/or **Inappropriate Employment Conduct** against an **Employee** on account of such **Employee's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Employee** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

O. **Third Party Insured Event** means actual or alleged acts of **Inappropriate Third Party Conduct** by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations.

P. **Wage and Hour Law** means any federal, state or local law governing or related to thepayment of wages including the payment of overtime, on-call time or minimum wages or the classification of **Employees** for the purpose of determining **Employees'** eligibility for compensation under such law(s).

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

ALLOCATION OF DEFENSE EXPENSES
(DUTY TO DEFEND ONLY)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that if both **Loss** covered by this Policy and non-covered loss are incurred, either because the **Claim** made against the **Insured** includes both covered and non-covered matters, or because a **Claim** is made against both the **Insured** and others not insured under this Policy, then such covered **Loss** and non-covered loss shall be allocated as follows:

1. one hundred percent (100%) of **Defense Costs** shall be allocated to covered **Loss** except costs associated with the defense of actual or alleged violations of **Wage and Hour Laws** (after exhaustion of the Wage and Hour Limit, if purchased); and

2. settlements, judgments, verdicts and awards shall be allocated between covered **Loss** and non-covered loss based upon the relative legal and financial exposures of, and the relative benefits obtained in connection with the resolution of the **Claim** as between the **Insureds'** or non-Insureds' exposure to non-covered loss, and the **Insureds'** exposure to covered **Loss**. In making such allocation determination, the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation. In the event that an allocation cannot be agreed to, then the Insurer shall make an interim payment of the amount of **Loss** that the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of applicable law.

Notwithstanding the above, the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of all covered **Defense Costs** and non-covered defense costs associated with the defense of **Claims** alleging a violation of the responsibilities, duties, or obligations imposed under any **Wage and Hour Law**. In the event that an allocation cannot be agreed to, then the Insurer shall make an interim payment of the amount of **Defense Costs** that the parties agree is not in dispute until a final amount is agreed upon or determined by applicable law.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: Beazley Insurance Company, Inc.

PUNITIVE DAMAGES ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to determining the insurability of punitive, exemplary and multiple damages, this Policy will be construed under the law of any applicable jurisdiction that most favors the insurability of punitive, exemplary and multiple damages, provided such jurisdiction (i) has a substantial relationship to the **Insured** or to the Claim giving rise to the damages and (ii) such Claim is brought in a federal or state court other than a Florida state court.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND RECOMMENDED SETTLEMENTS CLAUSE

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I.G. Recommended Settlements is deleted and replaced with the following:

G. **Recommended Settlements.** As respects any **Claim** for which we recommend that a settlement offer be accepted but you do not give your consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed: 1) the recommended settlement amount plus **Defense Costs** incurred as of the date we recommended settlement; plus 2) 80% of covered **Loss** excess of the recommended settlement (subject to the Limit of Liability) so long as 20% of such excess is borne by the Insured at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Retention amount.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

EPL ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause II. Exclusions A. shall not apply to any **Claim** alleging violation of Section 510 of the Employee Retirement Income Security Act of 1974.

2. Clause II. Exclusions C. shall not apply to any **Claim** for **Retaliation**

4. Clause II. Exclusions D., F., and G. are deleted.

5. Clause II. Exclusions H. is deleted and replaced with the following:

   H. Prior Knowledge. This policy does not cover any **Loss** on account of any **Claim** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** of which any Insured who is a principal, partner, officer, director, trustee, in-house counsel, or supervisory **Employee(s)** with HR or Risk Management responsibilities had knowledge of prior to the Prior Knowledge Date, as shown in the Declarations, where such Insureds had reason to believe at the time that such known **Insured Event** or **Third Party Insured Event** could reasonably be expected to give rise to such **Claim**

6. Clause II. Exclusions I. is deleted and replaced with the following:

   I. Prior Notice. This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** that have been the subject of any notice given under any prior policy of which this policy is a renewal and/or replacement.

7. Clause II. Exclusions J. is deleted and replaced with the following:

   J. Bodily Injury. This policy does not cover any **Loss** on account of any **Claim** by a non-Employee for bodily injury including assault and battery

8. For purposes of this endorsement, the term "**Subsidiary**" means:

   a. any entity while more than 50% of the outstanding voting securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly; or

   b. any limited liability company while the right to elect or otherwise appoint or designate more than 50% of such limited liability company's managers is owned or controlled by the Named Insured directly or indirectly;

   if such entity or corporation was so owned prior to the inception date of this Policy and was insured under a policy issued by the Insurers of which this Policy is a renewal, or was so owned or controlled on the inception date of this Policy.

9. Clause V. Who is Insured is amended to include any **Subsidiary** and any **Employee** thereof.

10. This policy does not cover any **Loss** resulting from any **Claim** against any **Employee** of any **Subsidiary** or against any **Subsidiary** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Insured Event** or **Third Party Insured Event** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**.

11. Clause V.E. Mergers and Acquisitions is deleted and replaced with the following:

E. **Mergers and Acquisitions.** Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 35% of the total number of your **Employees** as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own more than fifty percent (50%) of it. If you acquire, form or merge with any organization that has more than 35% of the total number of your **Employees** as of the inception date of this policy, such organization is also an Insured if you own more than fifty percent (50%) of it; provided, however, no such organization is covered for more than ninety (90) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such ninety (90) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

12. Wherever "Policy Period" appears in Clause VIII. Conditions B., it is amended to include "or the Extended Reporting Period, if purchased".

13. Clause IX. Definition I. **Independent Contractor** is deleted and replaced with the following:

    I. Independent Contractor means any natural person independent contractor who performs labor or service for the Insured on a full-time or part-time basis pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** shall be determined as of the date of the alleged **Insured Event** or, if purchased, a **Third Party Insured Event.**

14. Clause IX. Definitions K. **Loss** is amended to include front pay, back pay, and statutory liquidated damages.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EMPLOYMENT EVENT COVERAGE

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **I. COVERAGE: WHAT IS COVERED** is amended by the addition of the following:

   The Underwriters shall pay **Employment Event Loss** incurred by the Insured solely with respect to an **Employment Event** first occurring during the Policy Period or Extended Reporting Period, if purchased, and reported in writing to the Underwriters as soon as practicable but in no event later than sixty (60) days after the expiration of the Policy Period or the last day of the Extended Reporting Period, if purchased, from first dollar, provided, that the payment of **Employment Event Loss** shall not waive the Underwriters' rights under this Policy or at law. Coverage under this Insuring Clause shall apply regardless of whether a **Claim** is ever made against an Insured arising from such **Employment Event** and, in the case where a **Claim** is made, regardless of whether the **Employment Event Loss** is incurred prior or subsequent to the making of the **Claim**.

   An **Employment Event** commences when the Insured or any **Executive Officer** shall first become aware of such **Employment Event**. An **Employment Event** shall conclude ninety (90) days after it first commences or when the **Employment Event** Sublimit set forth in paragraph 2. below has been exhausted.

2. The Underwriters maximum aggregate Limit of Liability for all **Employment Event Loss** shall be **Aggregate Sublimit for Employment Event Loss>** which amount shall be part of, and not in addition to, the Limit of Liability shown in 4.d. of the Declarations.

3. For purposes of this endorsement the following terms have the following meanings:

   a. **Employment Advisor** means any public relations firm, security firm or mental health professional selected by the Insured with the Underwriters' consent, such consent not to be unreasonably withheld.

   b. **Employment Event** means any of the following events, which shall be deemed to commence (i) when an **Executive Officer** first believes in good faith that it is more likely than not that such event will occur within the next sixty (60) days, or (ii) with respect to v. below, when the event occurs, whichever is earlier:

      i. layoff/termination of 20% greater of the Insureds' workforce;

      ii. acquisition of an organization which necessitates a material change in employment status or terms of employment of 20% or greater of the Insureds' workforce;

      iii. the public announcement of allegations of discrimination or harassment implicating an **Executive Officer**, or a **Claim** alleging a **Third Party Wrongful Act**;

iv. receipt by the Insureds of notice that a civil rights organization, public interest group or similar organization is investigating the Insured for violations of state or federal employment laws or is distributing literature which accuses the Insured of violations of state or federal employment laws;

v. a workplace disaster resulting in loss of life or imminent threat of or actual use of a lethal weapon which occurs on the Insured's premises, including without limitation, flood, fire or workplace violence.

c. **Employment Event Loss** means reasonable fees and expenses charged by an **Employment Advisor** in connection with:

i. advising the Insured with respect to minimizing potential loss or liability on account of an **Employment Event**;

ii. retaining an independent security consultant or for independent security guard services with respect to an **Employment Event**; or

iii. managing or administering disclosures to client, customers, suppliers, investors or the public regarding an **Employment Event**

provided, that **Employment Event Loss** shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Employees** or the Insured's overhead expenses.

d. **Executive Officer** means the chairperson, chief executive officer, chief operating officer, president, manager, chief financial officer, in-house general counsel, risk manager, human resources staff or an individual acting in similar capacity with the Insured.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PRIVACY LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **IX. DEFINITIONS** is amended to include the following:

   A. **Breach Notice Law** means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person.

   B. "**Personally Identifiable Non-Public Information"** means information about an **Employee** obtained by the **Insured** solely in its capacity as the employer of such individual. **Personally Identifiable Non-Public Information** does not include any information obtained by the **Insured** in any other capacity including without limitation information obtained as the result of the **Employee** being a customer of the Insured.

   C. **Privacy Policy** means the internal or publicly accessible written documents that set forth the Insured's policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information.**

   D. **Privacy Violation** means:

      i. theft of **Personally Identifiable Non-Public Information** that is in the care, custody or control of the Insured, or an independent contractor that is holding or processing such information on behalf of the Insured;

      ii. the Insured's failure to timely disclose a incident or event triggering a violation of any **Breach Notice Law**;

      iii. failure by the Insured to comply with that part of the **Privacy Policy** that specifically:

         A. prohibits or restricts the Insured's disclosure, sharing or selling of an **Employee's Personally Identifiable Non-Public Information**;

         B. requires the Insured to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by an **Employee**; or

         C. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**.

2. Clause **IX. DEFINITIONS** G. **Inappropriate Employment Conduct** is amended to include any **Privacy Violation.**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

1. Clause **VIII. CONDITIONS C. Legal Action Against Us 1. (a)** is deleted and replaced with the following:

   (a) to join us as a party or otherwise bring us into a suit asking for damages from an Insured prior to the rendering of a verdict; or

2. The second paragraph of **Clause VIII. CONDITIONS E. Cancellation** is deleted and replaced with the following:

   If you cancel, earned Premium shall be computed on a short rate basis. If we cancel, earned Premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned Premium is not a condition of cancellation. We shall send the Named Insured any premium refund as soon as practicable.

3. Clause **VIII. CONDITIONS F. Representations** is deleted and replaced with the following:

   F. Representations

   By accepting this policy you agree:

   1. all statements in the **Application** and any attachments as well as all other information provided to us are accurate and complete;
   2. those statements are based upon representations you made to us; and
   3. we have issued this policy in reliance upon the truth of your representations.

   In the event that any statement or representation in the **Application** is untrue, and the person who signed the **Application** knew that such statement or representation was untrue, this policy shall not afford coverage, but only with respect to the Insured organization and the person who signed the **Application**.

   Provided, however, misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent recovery for **Loss** under this policy unless they are either:

   (a) fraudulent; or

   (b) material either to the acceptance of the risk, or to the hazard assumed by us; or

   (c) we would in good faith either not have issued this policy, or would not have issued it in as large an amount, or would not have provided coverage for the hazard resulting in the **Loss**, if the true facts had been made known to us as required by the **Application**, the policy or otherwise.

4. The first paragraph of Clause **IX. DEFINITIONS K.** is amended by the addition of the following:

   In applying the foregoing, punitive, exemplary and multiple damages are not insurable in Florida except to the extent punitive, exemplary and multiple damages are assessed against an Insured for such Insured's vicarious liability in a **Claim** covered under this policy.

5. The policy is amended by the addition of the following:

   If you need to contact someone about this policy for any reason or to obtain information about coverage and receive assistance in resolving complaints, you may contact your insurance company at:

   Beazley Insurance Company, Inc.
   Telephone no.*:* (860) 677-3700

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPOUSAL EXTENSION - FLORIDA

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who Is Insured is amended to include the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any natural person Insured, but solely by reason of such spousal status or such spouse's ownership interest in property or assets that are sought as recovery for an **Insured Event** or **Third Party Insured Event** (if applicable).

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

COUNTERSIGNATURE ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Product Name>

The **<Product Name>** Declarations is amended by the addition of the following:

____________________________________ ____________________
Signature of Insurance Agent Date

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SANCTION LIMITATION AND EXCLUSION CLAUSE- FLORIDA

This endorsement modifies insurance provided under the following:

<Product Name>

Beazley Insurance Company, Inc. shall not be deemed to provide coverage and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Beazley Insurance Company, Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

<PRODUCT NAME>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

<PRODUCT NAME>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

(a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAGE AND HOUR ENHANCEMENT ENDORSEMENT
($150,000 SUBLIMIT)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Notwithstanding Section II. WHAT IS NOT COVERED, Exclusions E., the Insurer agrees to provide **Defense Costs** coverage for **Wage and Hour Claims**.

   For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law.**

   The Insurer's maximum aggregate limit of liability pursuant to this endorsement shall be $150,000 and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability identified in Item 4(d) of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limits of Liability identified in Items 4 (a) - 4 (d) of the Declarations.

   As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Insured Events**, the $150,000 Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Section I. WHAT IS COVERED, Defense D., the limit of liability stated in Item 4.(d) shall apply to Loss, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Insured Events.**

2. This policy does not cover any **Wage and Hour Claim,** or that portion of any **Claim** that alleges violations of any **Wage and Hour Law** if any **Insured** who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware of the violations of the **Wage and Hour Law** prior to the inception date in Item 2 of the Declarations.

3. This policy does not cover that portion of any **Claim**:

   a. alleging violation of a California state or local **Wage and Hour Law**; or

   b. which is brought in California alleging violation of any **Wage and Hour Law**.

4. In excess of the applicable Deductible and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk <Defense Costs Percentage> of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or

by multiple claimants or in multiple plaintiff suits arising out of related **Insured Events**, and the Insurer's liability shall apply only to the remaining percentage of such **Defense Expenses**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the “Insurer” or the “Underwriters”

PENDING AND PRIOR LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this policy does not cover any **Loss** arising out of any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any demand, suit or other proceeding pending, or order, decree or judgment entered against any Insured on or prior to <Effective Date> or any **Insured Event, Third Party Insured Event**, fact, circumstance or situation underlying or alleged therein.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement:

This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., is referred to in this endorsement as either the "Insurer" or the "Underwriters"

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE - FLORIDA

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9104 amended)

SPECIMEN

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

IMMIGRATION PRACTICES

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY CLAUSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. We will pay **Defense Costs** that an Insured, other than **Employees** alleged to be employed in violation of any **Immigration Practices Law**, becomes obligated to pay as a result of an **Immigration Practices Claim** first made against any such Insured during the Policy Period.

2. For purposes of this Endorsement, "**Immigration Practices Claim**" means any **Claims** solely alleging violations of the Immigration Reform Control Act of 1986 or any other similar federal or state laws or regulations ("**Immigration Practices Law**").

3. Our maximum aggregate Limit of Liability pursuant to this Endorsement shall be $25,000 and shall only apply to **Defense Costs** ("**Immigration Practices Sub-Limit**") which is part of, and not in addition to, the Limit of Liability identified in the Declarations. In no event shall the **Immigration Practices Sub-Limit** apply to **Loss**, such as damages, judgments, settlements, verdicts and awards, incurred in connection with **Immigration Practices Claims** and in no event shall we be obligated to pay more than the Limits of Liability identified in the Declarations.

4. Clause **II. DEFINITIONS J. Insured Event** shall not include any actual or alleged violations of any **Immigration Practices Law**.

5. We shall not be liable to make any payment for **Defense Costs** in connection with or resulting from any **Immigration Practices Claim**, or for that portion of **Claims** that allege violations of any **Immigration Practices Law**:

    a. if any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware of such alleged violations of or non-compliance with such **Immigration Practices Law** prior to the Inception Date of this Policy; or

    b. upon a judgment, final adjudication or admission of a violation of any **Immigration Practices Law**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

BI-LATERAL ELECTION OF EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the first paragraph of Clause III.B. is deleted and replaced with the following:

B. Extended Reporting Period. If you or we non-renew or cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional premium set forth in Item 11(a) of the Declarations.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND NOTICE OF CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that for purposes of Clause I.A., I.B. (if applicable), III.A., VIII.A., and VIII.B. the following applies:

1. A **Claim** is deemed first made when it is received by an Insured.
2. All **Claims** because of **One Insured Event** or, if purchased, **One Third Party Insured Event**, will be considered to have been made on the date that the first of those **Claims** was first made.
3. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give our Authorized Representatives, as identified in Item 9. of the Declarations, written notice of any **Claim** made against the Insureds as soon as practicable after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, or supervisory **Employee(s)** with HR or Risk Management responsibilities becomes aware of such **Claim**, but in no event later than seventy-five (75) days after the end of the **Policy Period**. Along with the notice of **Claim**, the Insureds will provide our Authorized Representatives, as identified in Item 9. of the Declarations, with copies of all documentation comprising the **Claim** as well as all authorization, cooperation, or assistance as we may require throughout the duration of the **Claim**.
4. Under no circumstances shall we pay any **Defense Costs** that you incur prior to **Claim** notification under the policy, nor shall any such costs be permitted to erode the Self-Insured Retention that may be applicable.
5. Solely at the Insured's option, the Insured may within the Policy Period or within the Extended Reporting Period, if purchased, provide us with notice of circumstances that could give rise to a **Claim** for **Insured Events** or, if purchased, **Third Party Insured Event**. Such notice shall include the identity of the person(s) involved and the reason the Insured believes a **Claim** may be made. If such notice is received by us or by our Authorized Representative within the Policy Period, or within the Extended Reporting Period, if purchased, then any **Claim** subsequently arising from such circumstances shall be deemed made on the date such notice was received.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND EMPLOYEE TO INCLUDE INTERNS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **IX. DEFINITIONS E. Employee** is amended to include interns whose labor or service is currently or has formerly been engaged by and directed by the Named Insured.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

SPECIMEN

Effective date of this Endorsement:
This Endorsement is attached to and forms a part of Policy Number:
Beazley Insurance Company, Inc., referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND HARASSMENT TO INCLUDE BULLYING

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **IX. DEFINITIONS F. Harassment** is deleted in its entirety and replaced with the following:

    F. **Harassment** means any actual or alleged unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct, including bullying, of a sexual or non-sexual nature, where such **Harassment** is based on a factor or category prohibited by law (including sex, race, age, national origin, disability, etc.), that 1. explicitly or implicitly are made a condition of employment, 2. are used as a basis for employment decisions, or 3. create a hostile, intimidating or offensive work environment or that interfere with performance.

    Harassment shall include all of the foregoing even if the actual or alleged acts occurred by way of electronic communication, including, without limitation, by way of a social networking site.

2. Clause **IX. DEFINITIONS D. Discrimination** is amended by the addition of:

    Discrimination shall include all of the foregoing even if the actual or alleged acts occurred by way of electronic communication, including, without limitation, by way of a social networking site.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative