

WAGE AND HOUR ENHANCEMENT ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following is added to Coverage Section A., Employment Practices Liability Coverage Section::

1. Notwithstanding EXCLUSIONS, Section III. (A), we agree 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 federal, state or local law governing or relating to the payment of wages, including the payment of overtime, on-call time, rest periods, minimum wages or the classification of **Employees** for the purposes of determining **Employees'** eligibility for compensation under such law(s) (collectively referred to herein as "wage and hour laws").

Our 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(A) 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 we be obligated to pay more than the Limits of Liability identified in Items 4(A) – 4(E) of the Declarations.

As respects coverage for **Claims** that allege violations of any wage and hour law(s) and also contain allegations of otherwise covered **Wrongful Employment Practices**, 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(s). Notwithstanding the provisions of DEFENSE AND SETTLEMENT, Section II. of the General Terms and Conditions of the Policy, the Limit of Liability stated in Item 4(A) shall apply to **Loss**, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Wrongful Employment Practices**.

2. No coverage shall be available for any **Wage and Hour Claim**, or that portion of any **Claim** that alleges violations of any wage and hour law(s) if any **Insured** who is a principal, partner, managing member, 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(s) by actual knowledge prior to the inception date identified in Item 2(a) of the Declarations.
3. In excess of the applicable Self-Insured Retention amount, and subject to the Wage and Hour Limit, the **Insured Company** shall bear uninsured and at its own risk 0 % 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 **Wrongful Employment Practices**, and our liability shall apply only to the remaining percentage of such **Defense Costs**.
4. Section V. ALLOCATION is deleted in its entirety.

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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.