

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”

### **IMMIGRATION PRACTICES ENHANCEMENT ENDORSEMENT**

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. The Underwriters will pay **Defense Costs** that an **Insured**, other than an **Employee** 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**, or **Optional Extension Period**, if applicable.
2. For purposes of this endorsement, term “**Immigration Practices Claim**” means any **Claim** 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. The Underwriters’ maximum aggregate Limit of Liability pursuant to this endorsement shall be <Sublimit> 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 Item 4 of 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 Items 4 of the Declarations.
4. Clause II. Definitions R. “**Wrongful Act**” of the Employment Practices Liability Clause shall not include any actual or alleged violations of any **Immigration Practices Law**.
5. The Underwriters 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 any **Claim** that alleges 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.

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Authorized Representative