



Employment Practices Liability Insurance

DECLARATIONS

POLICY NO.

Farmington Casualty Company
Hartford, Connecticut 06183
(Stock Insurance Company, herein called the Company)

THIS IS A CLAIMS MADE POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ IT CAREFULLY.

ITEM 1.	NAMED INSURED: PRINCIPAL ADDRESS:	
ITEM 2.	BUSINESS IS:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other
	Nature of Business:	
ITEM 3.	POLICY PERIOD:	(a) Inception Date: (b) Expiration Date: 12:01 A.M. standard time both dates at the principal address stated in ITEM 1.
ITEM 4.	LIMITS OF LIABILITY (inclusive of Defense Expenses): \$ each " Wrongful Employment Act " \$ Maximum Aggregate Limit of Liability Coinsurance by the Insured is: _____%	
ITEM 5.	RETENTION (inclusive of Defense Expenses): \$ for each Claim .	
ITEM 6.	PREMIUM: total prepaid premium. NOTICE: A state surcharge may apply. Please refer to your billing statement.	
ITEM 7.	RETROACTIVE DATE: (If no Retroactive Date is entered above, the Retroactive Date shall be the Inception Date shown in ITEM 3(a).)	
ITEM 8.	NOTICE REQUIRED TO BE GIVEN TO THE COMPANY SHALL BE ADDRESSED TO: Travelers Insurance Bond Claim – 4PB One Tower Square Hartford, CT 06183-9062	
ITEM 9.	ENDORSEMENTS ATTACHED AT ISSUANCE:	

These Declarations, the signed and completed Application and the Policy, with endorsements, will constitute the entire agreement between the Company and the **Insured**.

Countersigned By (if required)

Authorized Company Representative



Employment Practices Liability Insurance

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Hartford, Connecticut 06183
(Stock Insurance Company, herein called the Company)

EMPLOYMENT PRACTICES LIABILITY INSURANCE

THIS IS A CLAIMS MADE POLICY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US WHILE THE COVERAGE IS IN FORCE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS POLICY COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

THE LIMITS OF LIABILITY AVAILABLE TO PAY FOR JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

In consideration of the payment of the premium and in reliance on all statements made and information furnished to **us**, including the statements made in the Application and its attachments and any materials submitted therewith, all of which are made a part hereof, **we** agree to this Policy as a contract with **you**.

Throughout the Policy, the words **you** and **your** refer to the Named "**Insured(s)**" shown in the Declarations and any other person(s) or organization(s) qualifying as an "**Insured**" under this Policy. The words **we**, **us**, **our** and **Insurer** refer to the company providing this insurance.

Other words and phrases that appear in boldface and are enclosed in quotations have special meaning. Refer to SECTION VIII. DEFINITIONS.

SECTION I. INSURING AGREEMENT - WHAT IS COVERED

Insuring Agreement

- A. **We** shall pay those amounts the "**Insured**" is legally required to pay as "**Loss**" by reason of a "**Claim**" for **your** "**Wrongful Employment Act**" to which this insurance applies if the "**Claim**" for a "**Wrongful Employment Act**" is first made against **you** and reported to **us** during the "**Policy Period**" or any extended reporting period **we** agree to provide under this Policy.
- B. **Defense**
1. **We** have the right and duty to defend and appoint an attorney to defend any "**Claim**" brought against any "**Insured**" for a "**Wrongful Employment Act**" to which this insurance applies even if the "**Claim**" is frivolous, without merit or fraudulent. **Our** duty to defend any "**Claim**" ends after the applicable Limits of Liability have been exhausted by payment of "**Loss**".
 2. **We** have the right to investigate and settle any "**Claim**" in the manner and to the extent that **we** believe is proper, however, **we** will not settle any "**Loss**" without **your** consent. If **you** refuse to consent to the settlement of a "**Claim**" recommended by **us**, Section IV.G. will operate to limit the **Insurer's** liability in connection with such "**Claim**".
 3. **We** shall pay as "**Loss**" all reasonable costs **we** ask the "**Insured**" to incur while helping **us** investigate or defend a "**Claim**". **We**, however, will not pay more than \$100 per day for earnings lost by the "**Insured**" because of time taken off from work.

4. **We** shall pay as **“Loss”** premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, if required in a **“Claim”** **we** defend. **We** shall only pay, however, for bonds valued up to **our** applicable Limits of Liability. **We** shall have no obligation to appeal or to obtain these bonds. **We** shall pay as **“Loss”** the costs taxed against an **“Insured”** in a **“Claim”** **we** defend.

5. Payments for the costs of defense, investigation, or settlement of a **“Claim”** are included within **our** Limits of Liability. They are not in addition to **our** Limits of Liability.

6. **We** shall pay all interest on that amount of any judgment within **our** Limits of Liability:

a) Which accrues after entry of judgment; and

b) Before **we** pay, offer to pay, or deposit in court that part of the judgment within **our** applicable Limits of Liability.

These interest payments are not included within **our** Limits of Liability.

C. **Coverage Territory.** **We** cover **“Wrongful Employment Act(s)”** occurring anywhere in the world if the **“Claim”** is made for such **“Wrongful Employment Act”** in the United States of America, its territories and possessions.

D. **Transfer Of Control**

1. **You** may take over control of any outstanding **“Claim”** previously reported to **us** only if **we** both agree that **you** should, or if a court orders **you** to do so or if **you** refuse to consent to a settlement of the **“Claim”** as described in Section IV.G.

2. If the Limits of Liability are exhausted, **we** will notify **you** of all outstanding **“Claim(s)”** so that **you** can take over control of the defense. **We** will help transfer control to **you**. **We** shall 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, **we** shall not waive or give up any of **our** rights. **You** shall pay all reasonable expenses **we** incur for taking such steps.

SECTION II. EXCLUSIONS - WHAT IS NOT COVERED

This insurance does not apply to:

A. **“Property Damage”**. Any **“Claim”** arising out of **“Property Damage”**;

B. **“Bodily Injury”**. Any **“Claim”** arising out of **“Bodily Injury”**. This exclusion does not apply to any **“Claim”** for emotional distress, mental anguish or humiliation arising from a **“Wrongful Employment Act”**;

C. **Failure to Comply**. Any **“Claim”** arising out of the **“Purposeful”** failure to comply with any law or any government or administrative order or regulation relating to employment practices. However, to the extent that a **“Claim”** is otherwise covered under the Policy, **we** will defend a **“Claim”** asserting **“Purposeful”** failure to comply with any law or any government or administrative order or regulation until such time as the **“Insured”** is judicially determined to have **“purposefully”** failed to comply with the law or any government or administrative order or regulation;

- D. **Contractual Liability.** Any “**Claim**” for liability assumed by the “**Insured**” under any contract or agreement. This exclusion, however, shall not apply to any liability the “**Insured**” would have in the absence of the contract or agreement;
- E. **Specific statutes.** Any “**Claim**” arising out of the “**Insured’s**” actual or alleged failure to fulfill any duty or obligation imposed, or to refrain from any action prohibited by: 1. the Employment Retirement Income Security Act of 1974 (ERISA); 2. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) 3. the Workers’ Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN); 4. the Occupational Safety and Health Act (OSHA); 5. the National Labor Relations Act of 1947 (NLRA); 6. the Labor Management Relations Act (LMRA); 7. the Employers’ Liability Act; 8. the Railway Labor Act; and 9. any similar federal, state or local statutory law or ordinance, or common law, any amendments thereto, and any rules or regulations promulgated thereunder.
- F. **Workers’ Compensation.** Any “**Claim**” arising out of any workers’ compensation, disability insurance or benefits, medical insurance or benefits, severance, social security benefits, wage payment, or unemployment compensation law; however, this exclusion shall not apply to any “**Claim**” for actual or alleged “**Retaliation**” on account of the claimant’s exercise of rights pursuant to any such law;
- G. **Accommodations.** Any costs or expenses incurred by an “**Insured**” to make premises accessible to or to otherwise accommodate persons with disabilities as required by the Americans with Disabilities Act of 1990 (ADA) or similar federal, state, or local statutory law or ordinance, or common law, any amendments thereto, or any regulations promulgated thereunder.
- H. **Dishonest Acts.** Any “**Claim**” arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any “**Insured**”;
- I. **NonMonetary Relief.** Any “**Claim**” for non-monetary relief including injunctive or declaratory relief, as well as the cost of implementing any such relief including, but not limited to, employment related education or training, job reinstatement, or other equitable remedies;
- J. **Prior Knowledge.** Any “**Claim**” arising out of incidents or circumstances of which any “**Insured**” had knowledge prior to the Policy effective date shown in the Declarations, and which any “**Insured**” could reasonably foresee might result in a “**Claim**”; or
- K. **Written Employment Contract.** Any “**Claim**” arising out of any written employment contract.

With respect to the Exclusions under Section II, the “**Wrongful Employment Act**” of any “**Insured**” shall not be imputed to any other “**Insured**” for the purpose of determining the applicability of Exclusions C and H.

SECTION III. WHO IS AN INSURED

- A. **Individual.** If **you** are shown in the Declarations as an individual, **you** and **your** spouse are “**Insured(s)**” 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**”.
- 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 an “**Insured**”, but only for liability resulting from the conduct of **your** business.

- D. **Subsidiaries.** Any subsidiary in which **you** own greater than 50% is an **“Insured”** as long as the subsidiary is listed on the Application for coverage.
- E. **Acquisitions.** Any organization that **you** acquire or form while this Policy is in effect is an **“Insured”** if **you** own greater than 50% of it, but no such organization will be covered under this Policy for more than ninety (90) days from the date that **you** acquire or form it, or for the remainder of the **“Policy Period”**, whichever is less, unless **you** have notified **us** in writing of such acquisition or formation and **we** have agreed, by written endorsement to this Policy, to provide such coverage. There will be no coverage for any **“Claim”** or **“Loss”** that arises out of a **“Wrongful Employment Act”** that happened or commenced before **you** acquired or formed such organization, or for any **“Claim”** or **“Loss”** covered under any other insurance.
- F. **“Employee(s)”.** Your **“Employee(s)”** and directors and officers are an **“Insured”** only for the conduct of **your** business on **your** behalf within the scope of their duties as such. An **“Employee”**, director or officer will only be an **“Insured”** if he/she was **your “Employee”**, director or officer on the date of the alleged **“Wrongful Employment Act”**.

SECTION IV. LIMITS OF LIABILITY

- A. The limits shown in the Declarations to this Policy and the information contained in this section fix the most **we** shall pay as **“Loss”** regardless of the number of:
1. Persons or organizations covered by this Policy; or
 2. **“Claim(s)”** made.
- B. The Aggregate Limit is the most **we** shall pay for all **“Loss”** covered under this Policy.
- C. Subject to the Aggregate Limit, the each **“Wrongful Employment Act”** limit is the most **we** shall pay for all **“Loss”** that results from a single **“Wrongful Employment Act”**.
- D. All **“Claim(s)”** arising from continuous, related, or repeated **“Wrongful Employment Act(s)”** shall be treated as arising out of one **“Wrongful Employment Act”**. Only the Policy in effect when the first such **“Claim”** is made shall respond to all such **“Claim(s)”**.
- E. All **“Claim(s)”** arising out of one **“Wrongful Employment Act”** shall be deemed to be made on the date that the first such **“Claim”** is made.
- F. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **“Policy Period”** shown in the Declarations, unless the **“Policy Period”** is extended after issuance for an additional period of less than 12 months. In that case, the additional period shall be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- G. If **you** refuse to consent to a settlement of any **“Claim”** recommended by **us** and **you** elect to contest or continue any legal proceedings, then **our** liability in connection with such **“Claim”** shall not exceed the amount for which the **“Claim”** could have been settled, including defense costs incurred with **our** consent up to the date of such refusal.

SECTION V. RETENTION

You shall be responsible for the Retention amount shown in the Declarations and **you** may not insure against it. Expenses **we** incur in investigating, defending, and settling any “**Claim**” will be applied toward the Retention. The Retention shall apply separately to each “**Wrongful Employment Act**”. The Retention is not included within the Limits of Liability.

SECTION VI. 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. **Arbitration.** Any controversy arising out of or relating to this Policy or its breach shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel will consist of three (3) arbitrators. One of the arbitrators will be chosen by **you** and one arbitrator will be chosen by **us**. Those two arbitrators will then choose the third arbitrator. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel will issue a decision resolving the controversy. The arbitration panel may make an award of compensatory damages, but may not award punitive or exemplary damages. The decision of the arbitration panel will be final and binding on both parties in any court. **You** will bear the expense of the arbitrator chosen by **you**. **We** will bear the expense of the arbitrator chosen by **us**. **You** and **we** will share equally the expense of the other arbitrator. The arbitration panel will allocate any remaining costs of the arbitration proceeding.
- B. **Assignment.**
1. The interest of any “**Insured**” is not assignable. **You** cannot assign or transfer **your** interest in this Policy without **our** written consent attached to the Policy.
 2. If **you** die, or are declared legally incompetent, **your** rights and duties shall be transferred to **your** legal representative, but only while acting within the scope of their duties as such.
- C. **Bankruptcy or Insolvency.** **Your** bankruptcy, insolvency or inability to pay, will not relieve **us** from the payment of any “**Claim**” arising out of a “**Wrongful Employment Act**” which takes place before such bankruptcy or insolvency. Under no circumstances will **your** bankruptcy, insolvency, or inability to pay require **us** to drop down, in any way replace, or assume any of **your** obligations with respect to **your** Retention.
- D. **Reporting Requirements In The Event Of An Incident or Potential “Claim”.**
1. If, during the “**Policy Period**”, incidents or events occur which **you** reasonably believe may give rise to a “**Claim**” for which coverage may be provided hereunder, **you** shall, during the “**Policy Period**” or any applicable extended reporting period, give written notice to **us**. Such written notice shall contain:
 - a) The identity of the person(s) alleging a “**Wrongful Employment Act**”;
 - b) The identity of the “**Insured(s)**” who allegedly were involved in the incidents or events; and
 - c) The date the alleged incidents or events took place.
 2. If **you** submit written notice containing items a) through c) above, then any “**Claim**” subsequently made against an “**Insured**” arising out of such incidents or events shall be

deemed, for the purpose of this insurance, to have been first made during the **“Policy Period”** in effect at the time such written notice was submitted to **us**.

E. Reporting Requirements and Duties When a “Claim” is Made

1. If a **“Claim”** is made against any **“Insured”**, **you** must:
 - a) Immediately record the specifics of the **“Claim”** and the date received; and
 - b) Notify **us** as soon as practicable.

You must see to it that **we** receive written notice of this **“Claim”** as soon as practicable, but in no event after the expiration of the **“Policy Period”**.

2. **You** and any other **“Insured”** must:
 - a) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with any **“Claim”**,
 - b) Authorize **us** to obtain records and other information,
 - c) Cooperate with **us** in the investigation, settlement or defense of the **“Claim”**, and
 - d) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **“Insured”** because of injury or damage to which this insurance may also apply.
3. No **“Insured”** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without **our** prior consent.

F. Transfer Of Rights Of Recovery Against Others To Us. **You** may be able to recover all or part of a **“Loss”** from someone other than **us**. **You**, therefore, shall do all that is possible after a **“Loss”** to preserve any such right of recovery. If **we** make a payment under this Policy, that right of recovery shall belong to **us**. **You** shall do whatever is necessary, including signing documents, to help **us** obtain that recovery.

G. Automatic Reporting Period

1. Subject to all of the terms and conditions set forth in this paragraph, **you** have an Automatic Reporting Period of sixty (60) days, starting with the end of the **“Policy Period”**. The coverage under this Policy will then be available for any **“Claim”** first made during such Automatic Reporting Period which arises out of **“Wrongful Employment Act(s)”** which take place during the **“Policy Period”**.
2. This Automatic Reporting Period does not extend the **“Policy Period”** or change the scope of coverage provided. **We** will consider any **“Claim”** first made or brought during the Automatic Reporting Period to have been made on the last date on which this insurance is in effect.
3. The Automatic Reporting Period will apply only if this insurance is canceled or not renewed for any reason. Coverage under the Automatic Reporting Period may not be canceled.
4. The Limits of Liability that apply at the end of the **“Policy Period”** are not renewed or increased for **“Claim(s)”** first made or brought during the Automatic Reporting Period.

5. The Automatic Reporting Period, however, will not apply to any **“Claim”** if other insurance **you** buy covers the **“Claim”** or would cover the **“Claim”** if its limits of coverage had not been exhausted.

H. **Extended Reporting Period**

1. If **you**, or **we**, cancel or do not renew this Policy, **you** shall have the right to purchase additional coverage providing an Extended Reporting Period of up to three (3) years, starting upon the expiration of the Automatic Reporting Period. Coverage under the Extended Reporting Period will be limited to **“Claim(s)”** first made during such Extended Reporting Period which arise out of **“Wrongful Employment Act(s)”** which take place during the **“Policy Period”**. **You** do not have this right, however, if **we** cancel for non-payment of premium.

2. The additional premium for the Extended Reporting Period coverage shall be calculated in accordance with **our** rules and rates. **We** will not charge more than 200% of the annual premium from the last **“Policy Period”**.

3. To obtain Extended Reporting Period coverage **you** must request it in writing within sixty (60) days after the **“Policy Period”** ends and pay the premium when due. If **you** do so, an Extended Reporting Period cannot be canceled. If **we** do not receive the written request and payment as required, **you** may not exercise this right at a later date.

4. The Limits of Liability that apply at the end of the **“Policy Period”** are not renewed or increased for any **“Claim”** first made and reported during the Extended Reporting Period.

5. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

I. **Legal Action Against Us.**

1. No one can sue **us** to recover under this Policy unless there has been full compliance with all the terms of this Policy.

2. A person or organization may sue **us** to recover up to the Limits of Liability under this Policy only after **your “Claim”** has been decided by:

- i. A trial, after which a final judgment has been entered; or
- ii. A written settlement agreement signed by the party making the **“Claim”** and **us**.

3. No person or organization has the right to join **us** as a party or otherwise bring **us** into a **“Claim”** asking for **“Loss”** from an **“Insured”**.

J. **Multiple Policies**

1. Two or more policies may be issued by **us** or other affiliate companies. These policies may provide coverage for:

- a) A **“Claim”** arising from the same or related **“Wrongful Employment Act”**, or
- b) Persons or organizations covered in those policies that are jointly and severally liable.

2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the **“Loss”** that this Policy’s applicable Limits of Liability bears to the total applicable Limits of Liability under all such policies.

3. In any event, the total amount payable from all such policies is the highest applicable single Limit of Liability among all such policies.

K. **Other Insurance.** If any part of **“Loss”** is insured under this Policy and any other current or prior Policy, this Policy shall provide coverage for such **“Loss”** on a pro-rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other Policy.

L. **Policy Changes.** This Policy contains all the agreements between **you** and **us** concerning this insurance. The first Named **“Insured”** in the Declarations is authorized to request changes in this Policy. This Policy can only be changed by a written endorsement **we** issue and made part of this Policy.

M. **Representations and Covenants.** The **“Insured(s)”** represent and agree, as a condition to the **Insurer’s** obligations hereunder, as follows:

1. The statements and representations made in the Application are the **“Insured’s”** statements and representations, are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy. This Policy is issued in reliance upon the truth of such statements and representations.

2. In the event that any statement or representation in the Application is untrue, this Policy in its entirety shall be void at inception and of no effect whatsoever, but only with respect to:

- a. any **“Insured”** who knew, as of the Policy inception date, that the statement or representation was untrue; and
- b. the Named **“Insured”** if the person who signed the Application knew that the statement or representation was untrue.

The truth of any statement or representation in the Application shall be determined without regard to whether any **“Insured”** knew the Application contained such untrue statement or representation.

N. **Special Rights And Duties Of First Named “Insured”.** **You** agree that when there is more than one person or entity covered under this Policy, the first Named **“Insured”** in the Declarations shall act on behalf of all **“Insured(s)”** as to:

- 1. Giving and receiving notice of cancellation;
- 2. Payment of premiums and receipt of return premiums;
- 3. Acceptance of any endorsements to this Policy; or
- 4. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

O. **Acquisition of Parent Company**

If during the **“Policy Period”** (a) the Named **“Insured”** is acquired by merger into or consolidation with another entity, or (b) another entity, or person(s) or group of entities acquires more than 50% of the Named **“Insured”**, then the premium shall become fully earned and coverage under this Policy shall continue until the expiration of the **“Policy Period”**, but only for

any “**Claim**” first made during the “**Policy Period**” for “**Wrongful Employment Act(s)**” which take place prior to such merger, consolidation or acquisition.

You shall give written notice of such merger, consolidation or acquisition to **us** within sixty (60) days after such merger, consolidation or acquisition. Upon receipt of such notice, **we** shall promptly provide to **you** a quotation for a one-year extension of coverage with respect to “**Claim(s)**” first made during the “**Policy Period**” for “**Wrongful Employment Act(s)**” which take place prior to such merger, consolidation or acquisition. **You** shall agree, (a) to pay during the “**Policy Period**” any additional premium required by **us**, (b) that any premium paid or to be paid under this Policy is deemed fully earned upon the inception of such coverage extension, and (c) to accept any additional terms and conditions required by **us**.

The Limits of Liability that apply at the end of the “**Policy Period**” are not renewed or increased for any “**Claim**” first made and reported during this extension of coverage.

SECTION VII. CANCELLATION/NONRENEWAL

- A. The first Named “**Insured**” shown in the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
- B. **We** may cancel this Policy only for nonpayment of premium. If **we** so cancel, **we** will mail or deliver to the first Named “**Insured**”, at the address shown in the Declarations, written notice of cancellation at least (10) ten days before the effective date of said cancellation.
- C. Notice of cancellation will state the effective date of cancellation. The “**Policy Period**” will end on that date.
- D. If this Policy is canceled, **we** will send the first Named “**Insured**” any premium refund due. If **we** cancel, the refund will be pro rata. If the first Named “**Insured**” cancels, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. The Policy cannot be canceled by either party after the premium for an Extended Reporting Period is paid.
- F. If **we** decide not to renew this Policy, **we** will mail or deliver to the first Named “**Insured**” shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VIII. DEFINITIONS

- A. “**Bodily Injury**” means any actual or alleged physical injury, sickness, or disease, including death resulting therefrom.
- B. “**Claim(s)**” means:
 - 1. A written *or oral* demand or notice for monetary “**Loss**”; or
 - 2. A civil or administrative proceeding; or
 - 3. An arbitration, mediation, or any other alternative dispute resolution proceeding seeking “**Loss**” to which the “**Insured**” must submit or may submit with **our** prior consent; received by an “**Insured**” in which a “**Wrongful Employment Act**” is alleged.

- C. **“Discrimination”** means the failure or refusal to hire, any failure to promote, any wrongful demotion or discharge, any wrongful failure to grant tenure, or any other wrongful treatment of persons based on their race, sex, color, religion, sexual orientation or preference, marital status, pregnancy, age, disability, or other status that is protected pursuant to any applicable federal, state, or local statute or ordinance which is employment related.
- D. **“Employee”** means an individual whose labor or service is engaged by and directed by the **“Insured”** for remuneration, including directors and officers. This includes part-time, seasonal, and temporary **“Employees”**. **“Leased Workers”** are also included in the definition of **“Employee”**; provided that 1) all **“Leased Workers”** are under the supervision of the **“Insured”** and 2) **“Leased Workers”** do not constitute more than 20% of the **“Insured’s”** workforce.
- E. **“Harassment”** means:
1. unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature that is made a condition of employment with the **“Insured”**, is used as a basis for employment decisions with the **“Insured”**, creates a work environment with the **“Insured”** that interferes with performance, or creates an intimidating, hostile, or offensive working environment; or
 2. workplace harassment (i.e., harassment of a non-sexual nature) which creates a work environment with the **“Insured”** that interferes with performance, or creates an intimidating, hostile, or offensive working environment.
- F. **“Insured(s)”** means any person or organization qualifying as such under Section III. titled WHO IS AN INSURED.
- G. **“Leased Workers”** means any worker leased by the **“Insured”** to perform duties related to the conduct of the **“Insured’s”** business pursuant to a written agreement between the **“Insured”** and a labor leasing firm.
- H. **“Loss”** means a judgment, settlement, statutory attorney fees, and the costs associated with the defense, investigation, or settlement of any **“Claim”**, including but not limited to punitive and exemplary damages (where insurable under applicable law), back pay and front pay. **“Loss”** does not include compensation, benefits or commissions earned in the course of employment by an **“Employee”** but not paid by the **“Insured”**, nor does **“Loss”** include fines, taxes or penalties.
- The law of the jurisdiction most favorable to the insurability of punitive or exemplary damages shall control whether such damages are insurable, provided that such jurisdiction is where:
1. Those damages were awarded or imposed;
 2. Any **“Wrongful Employment Act”** was committed for which such damages were awarded or imposed;
 3. The Named **“Insured”** is incorporated or has its principal place of business; or
 4. The Insurer is incorporated or has its principal place of business.
- I. **“Policy Period”** means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this Policy.

- J. **“Property Damage”** means actual or alleged physical injury to, or destruction of, tangible property including the loss of use of tangible property, or the loss of use of tangible property which has not been physically injured or destroyed.
- K. **“Purposeful”** means acting with intent or reckless disregard.
- L. **“Retaliation”** means unlawful or abusive treatment resulting from an **“Employee’s”** exercise or attempted exercise of any rights under law.
- M. **“Wrongful Employment Act(s)”** means any actual or alleged act, error or omission, including defamation, invasion of privacy, negligent evaluation, wrongful discipline or wrongful deprivation of career opportunity, resulting from employment-related **“Discrimination”**, **“Harassment”**, **“Wrongful Termination”**, or **“Retaliation”**, alleged by an **“Employee”** or an applicant for employment.
- N. **“Wrongful Termination”** means any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract.

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President and Secretary and countersigned on the Declarations Page by a duly authorized representative of the Insurer.

S P E C I M E N

Thomas M. Hunkel
Executive Vice President

[Signature]
Corporate Secretary