

OLD REPUBLIC INSURANCE COMPANY

Employment Practices and Third Party Liability Declarations

IMPORTANT NOTICE

THIS IS A CLAIMS MADE COVERAGE SECTION THAT APPLIES ONLY TO **CLAIMS** FIRST MADE DURING THE **POLICY PERIOD** OR THE **EXTENDED REPORTING PERIOD**, IF EXERCISED. **DEFENSE COSTS** SHALL BE APPLIED AGAINST THE RETENTION, IF APPLICABLE. **DEFENSE COSTS** PAID BY THE INSURER SHALL REDUCE AND MAY COMPLETELY EXHAUST THE LIMIT OF LIABILITY OF THE POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Named Insured:** <NamedInsured>

Item 2. Coverage Section Limits Of Liability:

- (a) Maximum Aggregate Limit of Employment Practices and Third Party Claims Liability (inclusive of **Defense Costs**): \$<maxagg>
- (b) Aggregate Limit of Liability under Insuring Clause A, Employment Practices Liability (inclusive of **Defense Costs**): \$<EPLagg>
- (c) Aggregate Limit of Liability under Insuring Clause B, Third Party Liability (inclusive of **Defense Costs**): \$<3rdPagg>
- (d) Shared Limit of Liability with:
Directors and Officers and Entity Liability ☐ Fiduciary Liability ☐

Item 3. Sublimited Coverage Extensions:

- (a) **Employment Practices Crisis Event Expenses** Sublimit of Liability: \$25,000.00
- (b) **Workplace Violence Expenses** Sublimit of Liability: \$<workplace>

Item 4. Retentions:

\$<EPLclaimretention> per **Employment Claim** under Insuring Clause A

\$<3rdPclaimretention> per **Third Party Claim** under Insuring Clause B

\$<Massactionretention> per **Mass or Class Action Claim**

Item 5. Prior Litigation Date: <priorlitdate2>

Insuring Clause A, Employment Practices Liability: <date1>

Insuring Clause B, Third Party Liability: <date2>

Item 6. Elected Defense:

Duty to Defend ☐

Reimbursement ☐

Item 7. Forms/Endorsements Effective At Inception:

OLD REPUBLIC INSURANCE COMPANY EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE SECTION

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OLD REPUBLIC INSURANCE COMPANY

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY

COVERAGE SECTION

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Insurer and the **Insureds** agree as follows:

I. INSURING CLAUSES

A. Employment Practices Liability

The Insurer shall pay **Loss** on behalf of the **Insureds** on account of an **Employment Claim** first made against such **Insureds** during the **Policy Period**, or any applicable **Extended Reporting Period**.

B. Third Party Liability

The Insurer shall pay **Loss** on behalf of the **Insureds** on account of a **Third Party Claim** first made against the **Insureds** during the **Policy Period**, or any applicable **Extended Reporting Period**.

II. SUBLIMITED COVERAGE EXTENSIONS

A. Employment Practices Crisis Event Expenses

The Insurer shall pay **Employment Practices Crisis Event Expenses** on behalf of an **Insured Entity** arising from an **Employment Practices Crisis Event** first occurring during the **Policy Period**. The Insurer's maximum aggregate liability for all **Employment Practices Crisis Event Expenses** shall be the Employment Practices Crisis Event Expenses Sublimit of Liability set forth in Item 3(a) of this Coverage Section's Declarations, which amount shall be part of, and not in addition to, the otherwise applicable Limit of Liability. No Retention shall apply to such amount.

B. Workplace Violence Expenses

The Insurer shall pay **Workplace Violence Expenses** on behalf of an **Insured Entity** arising from a **Workplace Violence Event** first occurring during the **Policy Period**. The Insurer's maximum aggregate liability for all **Workplace Violence Expenses** shall be the Workplace Violence Expenses Sublimit of Liability set forth in Item 3(b) of this Coverage Section's Declarations, which amount shall be part of, and not in addition to, the otherwise applicable Limit of Liability. No Retention shall apply to such amount.

Notice terms and conditions with respect to the above Sublimited Coverage Extensions shall be subject to Section V, Notice for Optional Coverages in this Coverage Section.

III. DEFINITIONS

When used in this Coverage Section, either in the singular or the plural:

Applicant means any past, present, or prospective applicant for employment with an **Insured Entity**.

Benefits mean perquisites, fringe benefits, deferred compensation, payments for time off, or leave of absence, including but not limited to any payment (including insurance premiums) in connection with an employee benefit plan. **Benefits** include any other payment to or for the benefit of an **Employee** arising out of the employment relationship but shall not include salary, wages, commissions, bonuses, non-deferred cash incentive compensation, or **Stock Benefits**.

Claim means:

- (i) solely with respect to Insuring Clause A, any **Employment Claim**;
- (ii) solely with respect to Insuring Clause B, any **Third Party Claim**.

Claim shall not include any routine or regularly scheduled examinations, inspections, audits, or any industry sweep examination, or general oversight or compliance activity, or any general or informal request for information.

Clean-Up Costs mean any fees, costs or expenses, including legal and professional fees, incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying, or assessing the effects of any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, or waste materials to be recycled, reconditioned, or reclaimed.

Control Group Officer means the chief executive officer, chief financial officer, chief human resources officer, **Insurance Manager**, or such functionally equivalent position of an **Insured Entity**.

Defense Costs mean reasonable costs, charges, fees, e-discovery costs, and expenses (other than regular or overtime wages, salaries, fees, or benefits associated with any **Insured**) incurred by the **Insureds** with the Insurer's consent, to investigate, adjust, defend, respond to, or appeal **Claims**, including the premium for appeal, attachment, or similar bonds but without any obligation of the Insurer to apply for or furnish any such bonds.

Discrimination means any violation of any laws or public policy concerning discrimination against any natural person based on such person's race, color, religion, creed, age, sex, disability, marital status, genetic information, national origin, pregnancy, HIV status, sexual orientation or preference, gender identity or expression, veteran status or any other status protected pursuant to any federal, state, local or foreign statutory law, common law, rule, or regulation.

EEOC Charge means any written charge filed with the Equal Employment Opportunity Commission, or such foreign functional equivalent whose function is to address **Employment Practices Wrongful Act**. An **EEOC Charge** will not include an audit.

Employee means any natural person whose service or labor was, now is, or shall become engaged and directed by an **Insured Entity**, including any part-time, leased, seasonal or temporary employee, intern, volunteer, or **Independent Contractor**. **Employee** shall not include an **Executive Officer**.

Employment Claim means any:

- (i) written demand (excluding a subpoena or other investigatory instrument) against any **Insured** for monetary damages or non-monetary (including injunctive or declaratory) relief, including a demand for reinstatement, re-employment, or re-engagement, or a request to toll or waive a statute of limitations, deemed to be first made upon an **Insured's** initial receipt of such demand or request;
- (ii) written demand for arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured**, deemed to be first made upon an **Insured's** initial receipt of such demand;
- (iii) civil proceeding, including any appeal, against any **Insured** commenced by and deemed to be first made by the earlier of service upon or receipt by an **Insured** of a civil complaint or such similar pleading;
- (iv) formal administrative or regulatory proceeding against an **Insured** commenced by and deemed to be first made by the earlier of the service upon or receipt by an **Insured** of a

formal notice of charges (including an **EEOC Charge**), formal order of investigation, or such foreign functional equivalent;

- (v) criminal proceeding against any **Insured** deemed to be first made by upon the return of an indictment or information or such foreign functional equivalent upon an **Insured**;
- (vi) an audit conducted by the Office of Federal Contract Compliance Programs ("OFCCP"), commenced by and deemed to be first made upon an **Insured's** receipt of any of the following issued by the OFCCP: an order to show cause; notice of violation; or written demand for monetary damages or injunctive relief,

brought by, or on behalf of an **Employee** or **Applicant**, in such capacity, against an **Insured** for an **Employment Practices Wrongful Act**, including any appeal therefrom.

Employment Claim shall not include any **Third Party Claim**, labor or grievance arbitration, or other proceeding pursuant to, or governed by, a collective bargaining agreement or similar agreement.

Employment Harassment means any work-related harassment, unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual or non-sexual nature (including bullying), that interferes with performance or creates an abusive, intimidating, hostile, or offensive working environment within the **Insured Entity**, even if such harassment, advances, requests, or conduct was not committed by an **Insured Person**.

Employment Practices Crisis Event means: (i) a congressional inquiry regarding an **Insured's** actual or alleged violations of employment law (excluding **Wage and Hour Laws**); (ii) an inquiry of, or notice of intent to investigate, an **Insured** for violations of employment laws by either a civil rights or public interest group (excluding any governmental or quasi-governmental agency, group or entity), evidenced by the **Insured's** receipt of such notice, inquiry or intent to investigate.

Employment Practices Crisis Event Expenses mean the reasonable fees, costs, charges, and expenses incurred by an **Insured Entity**, with the Insurer's consent, to minimize potential economic reputational harm to an **Insured Entity** in response to an **Employment Practices Crisis Event**.

Employment Practices Crisis Event Expenses include fees, costs, and expenses to:

- (i) retain an outside law firm, public relations firm, or crisis management firm, to advise such **Insured Entity**;
- (ii) manage publicity and press relationships, advertising, and distribution of public relationship materials on behalf of such **Insured Entity**.

Employment Practices Wrongful Act means any actual or alleged:

- (i) breach of any express or implied contract, agreement, or contractual obligation arising out of any personnel manual, employee handbook, or policy statement of an **Insured Entity**;
 - (ii) **Discrimination**;
 - (iii) **Employment Harassment**;
 - (iv) **Retaliation**;
 - (v) **Workplace Tort**;
 - (vi) wrongful demotion, denial of tenure, failure to grant tenure, failure to advance to partnership status, failure or refusal to hire or promote, failure to employ, or wrongful or negligent employee reference;
 - (vii) wrongful dismissal, termination, or discharge of employment, including constructive dismissal, termination or discharge, including breach of an implied contract of employment; or
 - (viii) wrongful discipline of **Employees**,
- by an **Insured Entity**, or by an **Insured Person** in such capacity.

ERISA means the Employee Retirement Income Security Act of 1974 as amended (including any amendments as contained in the Consolidated Omnibus Budget Reconciliation Act of 1985 and the Health Insurance Portability and Accountability Act of 1996), any rule or regulation promulgated under any such act or similar law, and any similar statutory or common law, rule, or regulation anywhere in the world.

Executive Officer means any natural person:

- (i) past, present, or future duly elected or appointed director, trustee (excluding a bankruptcy or litigation trustee), advisory board member, officer, governor, or **Manager** of an **Insured Entity**;
- (ii) past, present, or future in-house chief legal officer, controller, director of human resources or risk manager of the **Named Insured**;
- (iii) holder of a position functionally equivalent to those listed in (i) or (ii) above of an **Insured Entity** that is organized and operated outside of the United States of America, its territories, or possessions.

Executive Officer shall not include an **Employee**.

Independent Contractor means any natural person who is not an **Employee** and who is working for an **Insured Entity** in the capacity of an independent contractor pursuant to a written contract or agreement with the **Insured Entity** which governs the nature of such person's engagement; provided such **Insured Entity** agrees in writing to indemnify the **Independent Contractor** to the same extent provided to an **Employee**.

Insured means any **Insured Entity** and/or any **Insured Persons**.

Insured Person means any **Executive Officer** and/or any **Employee**.

Loss means the amount the **Insureds** become legally obligated to pay on account of any **Claim** including:

- (i) compensatory damages (including back and front pay);
- (ii) judgments;
- (iii) any award of pre-judgment and post-judgment interest with respect to covered damages;
- (iv) settlements;
- (v) **Defense Costs**;
- (vi) claimants' attorneys' fees and costs that are part of an otherwise covered judgment against an **Insured** or covered settlement provided such fees and costs are affirmatively included in such settlement;
- (vii) civil fines or penalties assessed against an **Insured Person** for an unintentional or non-willful violation of any federal, state, local or foreign law;
- (viii) liquidated damages awarded in accordance with the Age Discrimination in Employment Act, Family and Medical Leave Act, or Equal Pay Act;
- (ix) solely for purposes of Section II of this Coverage Section, **Employment Practices Crisis Event Expenses** and **Workplace Violence Expenses**;
- (x) punitive, exemplary, or multiple damages to the extent insurable. The insurability of punitive, exemplary, or multiple damages shall be determined under the internal laws of any applicable jurisdiction most favorable to the **Insureds**, provided that jurisdiction has significant relation to the **Named Insured**, the **Insured Persons**, the Insurer, this Policy, or the locale of the **Claim**.

Loss (other than **Defense Costs**) shall not include:

- (a) any amount for which the **Insureds** are absolved from payment by reason of covenant, agreement, or court order;
- (b) fines, penalties, or taxes other than civil fines or penalties expressly referenced above;
- (c) any costs incurred by an **Insured Entity** to comply with any injunctive or other non-monetary relief or any agreement to provide such relief;
- (d) salary, wages, commissions, bonuses, **Benefits**, or other monetary payments which constitute severance payments or obligations payable upon termination of employment or payments pursuant to a notice period;
- (e) **Stock Benefits** or any amounts based on, or compensating for, any alleged denial, deprivation, or future expectation of any right to **Stock Benefits**;

- (f) future salary, wages, commissions, or **Benefits** of a claimant who has been hired, promoted, or reinstated to employment, or shall be hired, promoted, or reinstated to employment, pursuant to a settlement, order, or other resolution of any **Employment Claim**;
- (g) **Benefits** due or that are to become due, or the equivalent value of such **Benefits**, except with respect to any **Employment Claim** for **Wrongful Termination**;
- (h) **Clean-Up Costs**;
- (i) matters uninsurable under the law pursuant to which this Policy is construed; or
- (j) any amounts owed under any written employment contract or written employment agreement; provided that this shall not apply to the extent the **Insured** would have been liable in the absence of such contract or agreement.

Mass or Class Action Claim means any **Claim** maintained by:

- (i) or on behalf of a putative or certified class of claimants pursuant to Rule 23, Federal Rules of Civil Procedure, or a similar state or foreign functional equivalent of such rule of civil procedure;
- (ii) or on behalf of five (5) or more natural person named claimants who are acting in concert, regardless of whether or not such persons are represented by one (1) or more legal counsel;
- (iii) or on behalf of one (1) to four (4) natural persons if any of such natural persons are making a pattern and practice or systemic discrimination allegation and are seeking monetary relief on behalf of a class or a group of complainants, regardless of whether or not such natural persons are represented by one (1) or more legal counsel; or
- (iv) a governmental entity, department, agency, or authority on behalf of one or more classes or groups of similarly situated claimants.

Network means any system connecting two (2) or more computing devices for transmitting and sharing information, including but not limited to any: computer, computer program, computer database, integrated or peripheral storage unit, computer network or database, mobile device, software, websites, application software, or operating system of an **Insured Entity**.

Network Breach means any actual or alleged: (i) unauthorized or unlawful access, alteration of, or damage to any **Network**; (ii) usage of any **Network** in an unauthorized manner; (iii) transmission of malicious virus or code to any **Network**; or (iii) denial or delay of service, disruption, impairment, or failure of any **Network**.

Retaliation means any retaliatory treatment against an **Employee** based upon such **Employee**:

- (i) refusing to violate any law, or opposing any unlawful practice, or exercising their rights under law;
- (ii) threatening to disclose or disclosing to: (a) an **Insured Person**; or (b) any governmental agency, any alleged violations of law by an **Insured**;
- (iii) assisting, testifying in, or cooperating with a proceeding or investigation (including the **Insured Entity's** internal investigation conducted by its human resources or legal department) regarding an **Insured's** alleged violations of law; or
- (iv) filing any claim against an **Insured Entity** pursuant to any federal, state, or local whistleblower protection law or any foreign functional equivalent thereof.

Stock Benefits mean any:

- (i) offering, plan or agreement between an **Insured Entity** and any **Employee** which grants stock, stock options, warrants, or shares of the **Insured Entity** to such **Employee**, including grants of stock options, restricted stock, stock warrants, performance stock shares, membership shares, or any other incentive or compensation granted in the form of securities of the **Insured Entity**; or
- (ii) instrument or payment whereby the value or amount of such instrument or payment is derived from the value of the **Insured Entity's** securities, including a phantom stock plan or arrangement, or stock appreciation rights,

provided that **Stock Benefits** shall not include any amounts based upon, arising out of, or attributable to employee stock purchase plans or employee stock ownership plans.

Third Party means any natural person who at the time of a **Third Party Wrongful Act** was not an **Insured Person** or **Applicant**.

Third Party Claim means any:

- (i) written demand (excluding a subpoena or other investigatory instrument) against any **Insured** for monetary damages or non-monetary (including injunctive or declaratory) relief, including a request to toll or waive a statute of limitations, deemed to be first made upon an **Insured's** initial receipt of such demand;
- (ii) written demand for arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured**, deemed to be first made upon an **Insured's** initial receipt of such demand;
- (iii) civil proceeding, including any appeal, against any **Insured** commenced by and deemed to be first made by the earlier of service upon or receipt by an **Insured** of such complaint or such similar pleading;
- (iv) formal administrative or regulatory proceeding against an **Insured** commenced by and deemed to be first made by the service upon or receipt by an **Insured** of a formal order of investigation, formal notice of charges, or such foreign functional equivalent,

brought by, or on behalf of a **Third Party**, in such capacity, against an **Insured** for a **Third Party Wrongful Act**, including any appeal therefrom.

Third Party Claim shall not include any **Employment Claim**.

Third Party Wrongful Act means any actual or alleged:

- (i) harassment, including sexual harassment, unwelcome advances, or requests for sexual favors of a **Third Party**; or
- (ii) **Discrimination** against a **Third Party**,

by an **Insured Entity**, or by an **Insured Person** while acting in such capacity.

Wage and Hour Laws mean any federal, state local, or statutory, common law, rule, regulation, or any foreign functional equivalent thereof, that regulates or governs fair labor, employment, wages, hours, payroll, or labor requirements, standards, or policies and procedures (excluding the Equal Pay Act) including, but not limited to:

- (i) recordkeeping, timing, or manner of payment of minimum wages, prevailing compensation rates, overtime pay, vacation pay, pay equity, off-the-clock or remote work, on-call time compensation, compensation for waiting/dressing times, or manner of payment/compensation for time spent in work-related/company sponsored activities;
- (ii) meal or rest break periods;
- (iii) gratuity crediting/distribution of gratuity pools;
- (iv) employee/non-employee classification of any person for wage and hour/benefit purposes;
- (v) garnishments, withholdings, or other deductions from wages;
- (vi) child labor; or
- (vii) reimbursement of work-related expenses or cost of tools to any person providing services or labor to, or on behalf of, an **Insured**,

or any similar practices, procedures, or policies to those described above.

Workplace Violence Event means any unlawful and intentional actual or threatened use of deadly force involving the display of a lethal weapon and which did, or could reasonably, result in the death or bodily injury of any **Insured Person**, provided such event takes place in, or on, property/buildings regularly occupied by an **Insured** in the usual course of business. **Workplace Violence Event** shall not include any event based upon, arising out of, or attributable to: (a) any declared or undeclared war, civil war, insurrection, civil commotion, rebellion, revolution, military action, invasion, riot, government intervention, expropriation, or nationalization; (b) the use or threat of force or violence occurring for the purpose of demanding money, securities, or property; or (c) an act which takes place in or at any location other than in, or on, property/buildings regularly occupied by an **Insured** in the usual course of business.

Workplace Violence Expenses mean the reasonable fees, costs, charges, and expenses incurred by an **Insured Entity**, with the Insurer's consent, to retain an independent:

- (i) public relations, security consultant, or forensic analyst for ninety (90) days immediately following the **Workplace Violence Event**;
- (ii) consultant to provide counseling for **Employees**; or
- (iii) security guard services for thirty (30) days immediately following the **Workplace Violence Event**.

Workplace Tort means any employment-related:

- (i) misrepresentation (including employment based upon any inaccurate or misleading job posting, advertisement, or description);
- (ii) defamation, disparagement, libel, slander, or humiliation;
- (iii) invasion of privacy, including the unauthorized use or disclosure of an **Employee's**: (a) medical information in violation of the Health Insurance Portability and Accountability Act; or (b) non-public personal information obtained by the **Insured Entity** through an employment-related background check, including consumer reports, credit information or related information in violation of the Fair Credit Reporting Act;
- (iv) negligent retention, negligent supervision, negligent hiring, negligent training, or negligent evaluation of **Employees**;
- (v) false arrest, false detention, false imprisonment or malicious prosecution;
- (vi) wrongful infliction of emotional distress, mental anguish, or humiliation;
- (vii) failure to provide or enforce consistent employment-related corporate policies and procedures;
- (viii) wrongful discipline;
- (ix) violation of the Family and Medical Leave Act or foreign functional equivalent law; or
- (x) violation of the Uniformed Services Employment and Reemployment Rights Act of 1994.

Wrongful Act means:

- (i) solely with respect to Insuring Clause A, an **Employment Practices Wrongful Act**;
- (ii) solely with respect to Insuring Clause B, a **Third Party Wrongful Act**.

A **Wrongful Act** shall include any actual or alleged conduct occurring via electronic means such as social media, email, text or instant messages, social networking services, blogs, or internet websites.

IV. EXCLUSIONS

A. The Insurer shall not be liable for **Loss** in connection with any **Claim** made against any **Insured**:

Bodily Injury/Property Damage

for any actual or alleged bodily injury, sickness, disease, death, of any person, or damage to or destruction of any tangible property or electronic data including loss of use; provided this Exclusion shall not apply to **Loss** for employment-related mental anguish, emotional distress, or humiliation;

Network Breach

based upon, arising out of, or attributable to any **Network Breach**;

Prior Notice

based upon, arising out of, or attributable to any fact, circumstance, situation, or **Wrongful Act** that has been the subject of any written notice given, and accepted, under any policy of which this Policy or this Coverage Section is a direct or indirect renewal or replacement;

Prior Proceedings

based upon, arising out of, or attributable to any **Claim** or other litigation, arbitration, or administrative or regulatory proceeding or investigation involving any **Insured**, or the same or substantially same fact, circumstance, or situation underlying or alleged therein, which was commenced on or before the applicable Prior Litigation Dates set forth in Item 5 of this Coverage Section's Declarations;

Select Employment Laws

for any actual or alleged violation of the responsibilities, obligations or duties imposed by:

- (i) any law governing workers' compensation, unemployment insurance, unemployment compensation, social security, retirement or disability benefits, or benefits of any kind;
- (ii) **Wage and Hour Laws**;
- (iii) the National Labor Relations Act;
- (iv) the Worker Adjustment and Retraining Notification Act;
- (v) the Occupational Safety and Health Act;
- (vi) the Consolidated Omnibus Budget Reconciliation Act;
- (vii) **ERISA**; or
- (viii) any federal, state, local or foreign functional equivalent statute, rule, regulation, or common law similar or related to, or promulgated pursuant to, any law otherwise described in this Exclusion,

provided that this Exclusion shall not apply to that portion of **Loss** arising out of any **Employment Claim** for **Retaliation**.

B. IMPUTATION OF EXCLUSIONS

For purposes of the above, the conduct or actual knowledge of an **Insured Person** shall not be imputed to any other **Insured Person**. Only the conduct or actual knowledge of any **Control Group Officer** shall be imputed to such **Insured Entity**.

V. NOTICE FOR OPTIONAL COVERAGES

If an **Insured** elects to seek coverage for **Employment Practices Crisis Event Expenses** or **Workplace Violence Expenses**, then the **Insured** must submit a written notice in accordance with the Claim reporting requirements found in Section VI, A of the General Terms and Conditions to the Insurer at the address set forth in Item 3 of the General Terms and Conditions' Declarations.

Any request for **Employment Practices Crisis Event Expenses** must be submitted to the Insurer within ninety (90) days of the **Employment Practices Crisis Event**. Such notice must describe the date of the **Employment Practices Crisis Event**, the nature of the **Employment Practices Crisis Event** and identify any anticipated expenses.

Any request for **Workplace Violence Expenses** must be submitted to the Insurer within thirty (30) days of the **Workplace Violence Event**. Such notice must describe the date of the **Workplace Violence Event**, the nature of the **Workplace Violence Event**, and identify any anticipated expenses.

If a subsequent **Claim** arises from the written noticed **Employment Practices Crisis Event** or **Workplace Violence Event**, then the Insurer will deem the **Claim** to have first been made during the **Policy Period** in which the Insurer first accepted such written notice.

VI. COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY, SUBLIMITS, AND RETENTIONS

The maximum Limit of Liability that the Insurer will pay for all **Loss** (including **Defense Costs**) arising from all **Claims**, **Employment Claims**, **Third Party Claims**, **Employment Practices Crisis Event Expenses**, and **Workplace Violence Expenses**, regardless of the number of **Claims** or events is the Maximum Aggregate Limit of Liability set forth in Item 2(a) of this Coverage Section's Declarations.

The maximum Limit of Liability that the Insurer will pay for all **Loss** (including **Defense Costs**) arising from all **Employment Claims** is the Aggregate Limit of Liability under Insuring Clause A as set forth in Item 2(b) of this Coverage Section's Declarations.

The maximum Limit of Liability that the Insurer will pay for all **Loss** (including **Defense Costs**) arising from all **Third Party Claims** is the Aggregate Limit of Liability under Insuring Clause B as set forth in Item 2(c) of this Coverage Section's Declarations.

The maximum amount that the Insurer will pay for any Sublimited Coverage Extension is set forth in Item 3 of this Coverage Section's Declarations.

Each **Claim** Retention is per **Claim** as set forth in Item 4 of this Coverage Section's Declarations. The **Mass or Class Action Claim** Retention shall apply to any such **Mass or Class Action Claim** regardless of the Insuring Clause affording coverage for the **Mass or Class Action Claim**.

VII. DEFENSE OF WAGE AND HOUR LAWS CLAIMS

With respect to any **Claim** that contains any employment-related allegation(s) as well as any actual or alleged violation of, or breach of an **Insured's** duties and responsibilities with respect to, any **Wage and Hour Laws**, the **Insured** shall have the duty to defend such **Claim** regardless of the type of defense elected by the **Insured** on the applicable Declarations. Accordingly, such **Claim** shall be subject to the repayment and allocation provisions of the General Terms and Conditions.

VIII. OTHER INSURANCE

Any coverage afforded under this Coverage Section will be excess of, and non-contributory to, any other valid and collectible insurance, prior or current, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise.

Notwithstanding the above, any **Loss** payable on behalf of any temporary or leased **Employee**, or any **Independent Contractor**, under this Coverage Section, and/or any **Loss** payable on behalf of any **Insured** by reason of any **Third Party Claim** under this Coverage Section, shall be excess of the amount of payment from any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise.

Any payment by an **Insured** of a retention or deductible under any other insurance policy described above shall reduce the applicable Retention under this Coverage Section by the amount of such payment which would otherwise have been covered **Loss** under this Coverage Section.