

# LLOYD'S

Effected with Certain Underwriters at Lloyd's, London through

**5Star SPECIALTY PROGRAMS**

CHICAGO, ILLINOIS

**Endorsement No.**

This endorsement forms a part of insurance policy No.

Policy Effective:  
Issued to:

by Certain Underwriters at Lloyd's of London (not incorporated)

**Immigration Coverage Endorsement**

1. Section **IV. DEFINITIONS H., Inappropriate Employment Conduct** is amended by the addition of the following:
  - A. **Inappropriate Employment Conduct** shall not include violations of any immigration practices laws.
    9. No coverage shall be available for any **Immigration Practices Claim**, or for that portion of any **Claim** that alleges violations of any immigration practices laws, if any Insured who is a **Management Personnel** was aware of the alleged violations of the immigration practices laws by actual knowledge prior to the inception date identified in Item 3 of the Declarations.
    10. Coverage pursuant this endorsement is conditioned upon the Insured's compliance with the rules and regulations promulgated by the Department of Homeland Security ("DHS") and the U.S. Immigration and Customs Enforcement ("ICE") concerning responses to Social Security Administration Employee Correction Requests ("no match letters") or the DHS Notice of Suspect Documents.

Section **IV. DEFINITIONS** is also amended by the addition of the following:

**Immigration Practices Claim** means any **Claim** solely alleging violations of the Immigration Reform Control Act of 1986 ("IRCA") or any other similar federal, state or local laws or regulations ("immigration practices laws").

2. Under Section **V. EXCLUSIONS: WHAT IS NOT COVERED**, the following exclusion is added:

Immigration Practices Claims. This Policy does not cover any **Loss** resulting from any **Claim** based upon, arising out of, directly or indirectly connected or related to, or in any way alleging violation(s) of the Immigration Reform Control Act of 1986 ("IRCA") or any other similar federal, state, or local laws or regulations ("immigration practices laws"); however, we will pay **Defense Costs** up to, but in no event greater than

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\$\_\_\_\_\_ (“the Immigration Practices Sub-Limit”) for any such **Immigration Practices Claim**, without any liability to us to pay such sums that any Insured shall become legally obligated to pay. This Immigration Practices Sub-Limit is part of and not in addition to the Coverage Limits as set forth in Item 4. of the Declarations page and is in the aggregate for all **Claims** covered by this endorsement submitted during the **Policy Period**. The Self Insured Retention applies to each **Claim** covered by this endorsement. In no event shall the Immigration Practices Sub-Limit apply to **Loss**, such as damages, judgments, settlements, penalties, fines, verdicts and awards, incurred in connection with **Immigration Practices Claims**. A **Claim** is considered to be first made on the date a **Management Personnel** is served or first receives notice of a **Claim**. An **Interrelated Claim** will be deemed to have been first made when it is first received by any **Management Personnel** or when deemed first made pursuant to Section X.A. or X.B., whichever is earlier. This endorsement shall not apply to any **Claim** for any actual or alleged retaliatory treatment made under the Equal Pay Act of 1963.

As respects coverage for **Claims** that allege violations of any immigration practices laws and also contain allegations of otherwise covered **Inappropriate Employment Conduct**, the Immigration Practice Sub-Limit shall apply to those **Defense Costs** attributable solely to that portion of the Claim alleging violations of any immigration practices laws. Notwithstanding the provisions of section **III. A. Duty to Defend**, the Limit of Liability stated in Item 4 (a) shall apply to **Loss** and/or **Defense Costs** attributable solely to that portion of such **Claim** alleging the covered **Inappropriate Employment Conduct**. However, in no event shall we be obligated to pay more than the Limits of Liability identified in Item 4 of the Declarations.

All other terms and conditions of the policy remain unchanged

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent