

# LLOYD'S

**5Star EMPLOYMENT PRACTICES INSURANCE**

Effectuated 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)

**Law Firm Amendatory Endorsement**

It is hereby understood and agreed that:

1. Section IV. **DEFINITIONS F. Employee**, is deleted and replaced by the following:

**Employee** means an individual whose labor or service is engaged by and directed by the Named Insured or any Subsidiary. This includes full-time, part-time, volunteer, seasonal, temporary and leased employees, attorneys, as well as in "counsel" or "of counsel" attorneys. An independent contractor will only be considered an **Employee** and therefore an Insured pursuant to Section II when acting solely on behalf of the Named Insured or Subsidiary as a dedicated agent or representative. With regard to **Claims** for Employment Events only, **Employee** shall also include: 1) employees leased to others; or 2) employees temporarily provided to another employer. Notwithstanding any of the foregoing, this Policy does not cover any Claim arising from a Third Party Event based upon, arising out of, directly or indirectly connected or related to, or in any way involving any actions, inactions or statements by any employee leased or temporarily provided to others.

This Policy does not cover any Claim made by independent contractors seeking employee status, pay or benefits, including but not limited to over-time pay, vacation pay, severance, bonuses, commissions, profit-sharing or any employee benefits.

2. Section IV. **DEFINITIONS E. Discrimination** is deleted and replaced by the following:

**Discrimination** means termination of the employment relationship, a demotion, a failure or refusal to hire or promote, including the failure or refusal to offer partnership or shareholder interest or to name a person as a partner or shareholder, denial of an employment benefit or the taking of any adverse or differential employment actions because of race, color, national origin, religion, age, sex, disability (including AIDS), pregnancy, sexual orientation, sexual preference, marital status, or any other basis prohibited by applicable foreign, federal, state or local law.

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3. Section IV. **DEFINITIONS H. Inappropriate Employment Conduct** is deleted and replaced by the following:

**H. Inappropriate Employment Conduct** means:

1. any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied employment contract or an implied covenant of good faith and fair dealing in an employment contract;
2. any actual or alleged wrongful hiring, demotion, discipline, evaluation, supervision and investigation of an **Employee**, or retaliation against an **Employee** (including, but not limited to, retaliation for whistle-blowing), or intentional interference with an employment contract;
3. any actual or alleged wrongful deprivation of a career opportunity, or wrongful failure to employ or promote, including failure or refusal to offer a partnership or shareholder position or interest to, or name as a partner or shareholder, any **Employee** of the Insured, which is in violation of law or is against public policy, or is in breach of an implied agreement to continue employment;
4. any actual or alleged employment related misrepresentation to an **Employee** or applicant for employment;
5. any actual or alleged employment related false imprisonment, detention or malicious prosecution;
6. any actual or alleged employment related libel, slander, defamation, disparagement or invasion of right of privacy; or
7. any actual or alleged violation of the Family Medical Leave Act or Uniformed Services Employment and Re-employment Rights Act or any similar foreign, federal, state or local law.
8. any actual or alleged employment related wrongful infliction of emotional distress, mental anguish or humiliation.

**Inappropriate Employment Conduct** shall not include any allegations other than those set forth above.

All other terms and conditions of the policy remain unchanged.

\_\_\_\_\_  
Date

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