

ENDORSEMENT/RIDER

[Print Coverage Section description on Endorsements]

Effective date of
this endorsement/rider: [Transaction Effective Date] [Carrier name]

Endorsement/Rider No. [Endorsement number that is
calculated when form fill-ins are entered]

To be attached to and
form a part of Policy No. [Formatted Policy Number]

Issued to: [Account Name]

MODIFIED INSURING AGREEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Section I. Insuring Agreements is deleted and replaced with the following:
 - A. The Company will pay on behalf of the **Insureds, Damages** which the **Insureds** shall become legally obligated to pay as a result of any **Personnel Consulting Occurrence** or **Temporary Help Services Occurrence** which first occurs during the **Policy Period** or for any actual or alleged **Personal Injury** resulting from any **Occurrence** which first occurs during the **Policy Period**.
 - B. As part of and subject to the limits of liability the Company will have the right and duty to defend any claim against the **Insureds** that could give rise to **Damages** covered under Insuring Agreement A, even if the claim is groundless, false or fraudulent.
- (2) Section II Definitions B. "**Damages**" is amended by deleting the first line in its entirety and replacing it with the following:

"**Damages**" means damages, judgments or settlements which an **Insured** is legally obligated to pay, including pre-judgment and post-judgment interest and **Defense Costs**; provided, that **Damages** will not include:
- (3) Section II Definitions C. "**Employment Practices Occurrence**" and all other references in the Policy to **Employment Practices Occurrence** are deleted in their entirety.
- (4) Section II Definitions E. "**Occurrence**" is amended to read in its entirety as follows:
 - E. "**Occurrence**" means any **Personnel Consulting Occurrence** or **Temporary Help Services Occurrence**. Any and all **Occurrences** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, event or decision will be deemed to be a single **Occurrence**.
- (5) Section II Definitions J. "**Temporary Help Services Occurrence**" is deleted in its entirety and replaced with the following:
 - J. "**Temporary Help Services Occurrence**" means any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty:

1. by an **Insured** in connection with the selection, recruitment or placement of any candidate(s) for temporary employment with a client of the **Insured**; or
 2. by an **Insured** who has been placed with a client of an **Insured** as a temporary employee.
- (6) The term “**Defense Costs**” means reasonable costs, charges, fees (including attorneys’ fees and experts’ fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers, employees or partners of the **Insured**) incurred in defending any claim and the premium for appeal, attachment or similar bonds.
- (7) Section III Exclusions (B) of the Policy is amended to read in its entirety as follows:
- B. to any **Damages** or claim for any actual or alleged liability assumed by the **Insured** under contract, except to the extent that such liability would have attached to the **Insured** even in the absence of such contract.
- (8) This Policy shall not apply to any **Damages** or claim based on or directly or indirectly arising out of or resulting from any actual or alleged employment-related act, error, omission, misstatement, misleading statement or breach of duty, including but not limited to:
- (a) violation of employment discrimination laws including any actual, alleged or constructive employment termination, dismissal, or discharge, employment demotion, denial of tenure, modification of any term or condition of employment, any failure or refusal to hire or promote, or any limitation, segregation or classification of any employee or applicant for employment in any way that would deprive or tend to deprive any person of employment opportunities or otherwise affect his or her status as an employee based on such person’s race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, Vietnam Era Veteran status or other protected military status or other status that is protected pursuant to any federal, state, or local statutory law or common law anywhere in the world;
 - (b) workplace harassment, including work-related harassment of a non-sexual nature that interferes with performance or creates an intimidating, hostile or offensive working environment, adversely affecting any employee of an **Insured**;
 - (c) sexual harassment, including unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that is made a condition of employment with or used as a basis for employment decisions by an **Insured**, or interferes with performance or creates an intimidating, hostile or offensive working environment, adversely affecting any employee of an **Insured**;
 - (d) retaliatory treatment against an employee of an **Insured** on account of such employee’s exercise or attempted exercise of his or her rights under law or refusal to violate any law;
 - (e) termination, constructive termination, dismissal, or discharge of employment, demotion, denial of tenure, or failure or refusal to hire or promote adversely affecting any employee of an **Insured**; or
 - (f) breach of any oral, written or implied contract or contractual obligation as respects the employment relationship, including but not limited to any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other representation.
- (9) (a) The Company’s liability with respect to **Damages** arising from each claim covered under this Policy shall apply only to that part of **Damages** which is in excess of the Retention Amount set forth below:
- Retention Amount: \$[Retention Amount] each **Occurrence**
- (b) Such Retention Amount shall be borne by the **Insureds** uninsured and at their own risk.

- (c) The Company will have no obligation whatsoever, either to the **Insureds** or to any other person or entity, to pay all or any portion of any Retention Amount on behalf of any **Insured**, although the Company will, at its sole discretion, have the right and option to do so, in which event the **Insureds** agree to repay the Company any amounts so paid.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative