

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)

Wage and Hour Coverage Amendatory Endorsement

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

1. Section **V. EXCLUSIONS: WHAT IS NOT COVERED** C. ERISA, FLSA, NLRA, WARN, COBRA and OSHA, is deleted and replaced by the following:
 - C. ERISA, NLRA, WARN, COBRA and OSHA. 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 involving the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, or any amendments to or regulations pursuant to such Acts, or any similar foreign, federal, state or local laws or regulations. However, this exclusion does not apply to any **Claim** for any actual or alleged retaliatory treatment on account of the exercise of rights pursuant to any such law.
2. Section **IV. DEFINITIONS J. Loss** 5., is deleted and replaced by the following:
 5. any actual or alleged amounts owed under foreign, federal, state, or local wage and hour or overtime law(s), except as amended in this endorsement.
3. Under Section **V. EXCLUSIONS: WHAT IS NOT COVERED**, the following exclusion is added:

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K. Wage and Hour. 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 any foreign, federal, state, or local, wage and hour or overtime law(s), including, without limitation, the Fair Labor Standards Act; however, we will pay **Defense Costs** up to, but in no event greater than \$_____ for any such **Claim(s)**, without any liability to us to pay such sums that any Insured shall become legally obligated to pay. This \$_____ 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. The wage, hour and overtime coverage provided by this endorsement applies only to **Claims** which seek wages earned solely and exclusively after the retroactive date listed in the Schedule of this endorsement; but where the wage, hour or overtime **Claim** was first made against you during the Policy Period. 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 exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment made under the Equal Pay Act of 1963.

Retroactive date: _____

All other terms and conditions of the policy remain unchanged

Date

Authorized Agent