



**WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT –
NEW YORK**

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

1. The Employment Practices Liability Coverage Part is amended as follows:

A. Section II., **DEFINITIONS**, is amended to add a new definition as follows:

Wage and Hour Law Claim means any **Claim** alleging violation of a **Wage and Hour Law**.

Wage and Hour Law means those provisions of a state or local law or any federal law (including the applicable provisions of the Fair Labor Standards Act other than the Equal Pay Act) or any state, local or federal regulations governing the payment of wages (including but not limited to the payment of overtime, on-call time, rest periods minimum wages) or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits.

B. Exclusion h. in paragraph 1. Exclusions Applicable to All Loss in Section III. **EXCLUSIONS** is amended to delete subparagraph (iv).

C. Section III. **EXCLUSIONS** is amended to add a new exclusion as follows:

2. The Insurer shall not be liable under this Coverage Part to pay that portion of **Loss**, other than **Defense Costs**, which constitutes damages based upon or arising out of any **Wage and Hour Law**. The Insurer will pay all **Defense Costs** associated with any **Wage and Hour Law Claim** subject to the **Wage and Hour Law Claim** Limit of Liability set forth in paragraph 2 of this Endorsement, and the Insurer shall provide the **Insured** with a defense of such **Wage and Hour Law Claims**. Such defense will not waive any of our rights under this Policy. Notwithstanding anything to the contrary herein, there is no coverage under this **Coverage Part** for any actual or alleged violation of a **Wage and Hour Law** if any director, officer, supervisory **Employee** or an **Employee** within the Human Resources or Risk Management department was aware of the violations of the **Wage and Hour Law** prior to the inception date of this Policy.

2. Section V. **LIMIT OF LIABILITY/RETENTIONS** of the General Terms and Conditions is amended to add the following new paragraph:

• **Wage and Hour Law Claims Defense Costs Only** Limit of Liability

Subject to the Retentions set forth on the Declarations and subject to the Company's aggregate Limit of Liability for all **Loss** as set forth in Item 5 of the Declarations, the amount of \$25,000 shall be the maximum Aggregate Limit of Liability of the Company for all **Defense Costs** under the Policy in connection with **Wage and Hour Law Claims**, regardless of the number of **Wage and Hour Law Claims**, made against the **Named Company Insureds**. This amount is a sublimit of liability which further reduces, and in no way increases, the Scheduled Limit of Liability for the Employment Practices Liability Coverage Part or Single Limit of Liability of this Policy, as applicable, as stated in Item 5. of the Declarations Page. However, this exclusion shall not apply to any **Claim** alleging retaliation or wrongful dismissal or discharge or termination of employment whether actual or constructive, because of a claimant's exercise of a right pursuant to any **Wage and Hour Law**;



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)