

COMMERCIAL UMBRELLA LIABILITY COVERAGE

EMPLOYMENT – RELATED PRACTICES EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that the following exclusion is added to the **EXCLUSIONS** section of the Commercial Umbrella Liability Policy Form:

This insurance does not apply to:

1. **Bodily injury** or **personal and advertising injury** to a person arising out of any:

- 1.1. Refusal to employ that person;
- 1.2. Termination of that person's employment; or
- 1.3. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

2. The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in sub-paragraphs 1.1., 1.2. or 1.3. above is directed.

This exclusion applies:

3. Whether the injury-causing event described in sub-paragraphs 1.1., 1.2. or 1.3. above occurs before employment, during employment or after employment of that person;
4. Whether the **Insured** may be liable as an employer or in any other capacity; and
5. To any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury.

All other terms and conditions of the Policy remain unchanged.