

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE ENDORSEMENT. PLEASE READ IT CAREFULLY.

WORKPLACE VIOLENCE COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTAMINATED PRODUCTS INSURANCE CONSUMER PRODUCT RECALL INSURANCE

SCHEDULE

Workplace Violence Coverage	
Insured Event/Insured Loss	Sub-Limit
Workplace Violence Event	\$ Aggregate
Special Coverage(s)	\$ Each Person
	\$ Any one Insured Event
Business Income and Extra Expense	\$ Each Insured

A. The following is added to SECTION I—INSURING AGREEMENT:

Only the Sub-Limits shown in the Schedule will apply to coverage afforded under this endorsement. If there is no Sub-Limit shown in the Schedule, then that coverage is not provided in this endorsement. The Sub-Limits are described more fully below. Coverages provided under this endorsement are paid in addition to and are not included in the Sub-Limits or the Combined Policy Period Aggregate Limit in the Contaminated Products Insurance Schedule of Coverage or the Consumer Product Recall Insurance Schedule of Coverage.

1. The Sub-Limits shown in the Schedule are the most Insurer will pay regardless of the number of:
 - a. **Named Insureds;**
 - b. **Claims** made;
 - c. Loss of **Business Income** and **Extra Expense;** or
 - d. Persons or organizations making **Claims.**
2. The **Workplace Violence Event** Aggregate is the most the Insurer will pay for all **Insured Loss** arising out of all **Workplace Violence Events** to which this endorsement applies.
3. Subject to the **Workplace Violence Event** Aggregate described in paragraph 2. above and the **Special Coverages** Any one **Insured Event** Sub-Limit described in paragraph 4. below, the **Special Coverages** Each Person Sub-Limit shown in the Schedule is the most the Insurer will pay for the sum of all expenses or services arising out of a **Workplace Violence Event** for any one person.

4. Subject to the **Workplace Violence Event** Aggregate Sub-Limit described in paragraph 2. above, the **Special Coverages** Any one **Insured Event** Sub-Limit shown in the Schedule is the most the Insurer will pay for the sum of all **Special Coverages** arising out of a **Workplace Violence Event**.

Each payment the Insurer makes for such **Special Coverages** as described in paragraphs 3. and 4. above will reduce the amount available under the **Workplace Violence Event** Aggregate by the amount of such payments.

5. Subject to the **Workplace Violence Event** Aggregate Sub-Limit described in paragraph 2. above, the **Business Income** and **Extra Expense** Each Insured Sub-Limit is the most the Insurer will pay for the sum of all **Business Income** and **Extra Expense** arising out of a **Workplace Violence Event**. Each payment the Insurer makes for such **Business Income** and **Extra Expense** reduces the amount available under the **Business Income** and **Extra Expense** Each Insured Sub-Limit and the **Workplace Violence Event** Aggregate Sub-Limit by the amount of such payment.
6. The Sub-Limits of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Period of Insurance shown in the Contaminated Products Insurance Schedule of Coverage and Consumer Product Recall Insurance Schedule of Coverage, unless the Period of Insurance is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The Insurer shall not be liable under this endorsement for more than the **Workplace Violence Event** Aggregate Sub-Limit shown in the Schedule with respect to one or more **Workplace Violence Event(s)** during the Period of Insurance.

- B. Solely with respect to coverage provided under this endorsement, the following definitions are added to SECTION II—DEFINITIONS:

1. **Assailant** means a person or group of persons actively engaged in a **Workplace Violence Event** or attempted **Workplace Violence Event** who kills or attempts to kill or cause serious **Bodily Injury** to a person or group of persons.
2. **Business Income** means:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
3. **Claim** means a request for indemnification for Loss of **Business Income**, **Extra Expense**, or **Special Coverage** due to a **Workplace Violence Event**.
4. **Employee** means a person employed by **Named Insured**. Employee includes **Leased Workers** and **Temporary Workers**.
5. **Event Responder** means a risk management entity that operates in safety and security, emergency preparedness, disaster management, and public safety consulting services.
6. **Extra Expense** means necessary expense incurred (other than the expense to repair or replace property):
 - a. To avoid or minimize the **Suspension** of business and to continue business activities:
 - (1) At the **Named Insured's Premises**; or
 - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.

- b. To minimize the **Suspension** of business if the **Named Insured** cannot continue business activities.
7. **Governmental Authority** means the acting national, federal or local authority with jurisdiction over the location of the **Workplace Violence Event**, including any law enforcement, civil or military authority.
8. **Leased Worker** means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and the labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased Worker** does not include a **Temporary Worker**.
9. **Period of Recovery** means the period of time that:
- a. Begins immediately after the **Workplace Violence Event**; and
 - b. Ends on the earlier of the following:
 - (1) The date when **Named Insured's** business activities at the **Premises** are able to resume after a **Workplace Violence Event**;
 - (2) The date when business activities are resumed at a new location; or
 - (3) Twelve (12) consecutive months after the **Workplace Violence Event**.
- The expiration date of this endorsement will not reduce the **Period of Recovery**.
10. **Premises** means
- Any location that is owned or operated by the **Named Insured** for the purpose of conducting its business activities.
11. **Special Coverage(s)** means
- a. **Public Relations Costs**

Reasonable and necessary public relations costs incurred with a public relations consultant, who the Insurer approves, to mitigate the negative publicity of the **Workplace Violence Event**. This coverage is applicable only to such costs incurred within ninety (90) days of the **Workplace Violence Event**.
 - b. **Workplace Violence Event Services**

Reasonable and necessary expenses and costs associated with **Workplace Violence Event Services** including consultant fees and associated expenses. The **Workplace Violence Event Services** will be available to the **Named Insured** directly after and up to ninety (90) days immediately following a **Workplace Violence Event**.
 - c. **Medical Expenses**

Reasonable and necessary medical expenses (other than counseling services and/or psychiatric care costs) incurred as a result of the **Workplace Violence Event** for any of the **Named Insured's Employees**, visitors, customers, contractors, students and/or vendors physically present during the **Workplace Violence Event** who sustained **Bodily Injury**. This coverage is applicable only to such costs incurred within three years of the **Workplace Violence Event**.
12. **Suspension** means the slowdown or cessation of the **Named Insured's** business activities as a consequence of a **Workplace Violence Event**.

13. **Temporary worker** means a person who is furnished to the **Named Insured** to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.
14. **Weapon** means any physical object, instrument, device, or tool used for the purpose of causing **Bodily Injury** to any person during a **Workplace Violence Event**.
15. **Workplace Violence Event** means
 - a. A premeditated attack by an **Assailant** who is physically present on the **Premises** and armed with a **Weapon** that causes **Bodily Injury** to at least one person physically present on the **Premises** (other than the **Assailant**); or
 - b. Any action of a **Governmental Authority** taken in suppressing, controlling, or minimizing the immediate consequences of such an attack described in paragraph a. above.
16. **Workplace Violence Event Services** means the services that will be available to the **Named Insured** directly and up to a maximum of ninety (90) days immediately after a **Workplace Violence Event**. The available services are:

- a. Retention of Services

The **Named Insured** will have access to the **Event Responder** in the event of a **Workplace Violence Event**. To access this support on a twenty-four (24) hour basis, the **Named Insured** will call the **Event Responder**. The **Event Responder** will determine the reasonable and appropriate response and will advise the **Named Insured** accordingly.

- b. Event Response

The **Event Responder** will deploy resources to support the **Named Insured** in the event of a **Workplace Violence Event**, including the following:

- (1) Investigation

As soon as possible following a **Workplace Violence Event**, the **Event Responder** will, if warranted, conduct an independent investigation into the **Workplace Violence Event** for sole use by the **Named Insured** in determining the facts of the **Workplace Violence Event**, informing crisis response plans, and identifying any potential third-party liability exposures.

- (2) Crisis Management Support

The **Event Responder** will provide advice and support to the **Named Insured** on the management of the situation and the applicable crisis communication strategies following the **Workplace Violence Event**.

- (3) Temporary Security Measures

If warranted, the **Event Responder** will arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

- C. Solely with respect to the coverage afforded in this endorsement, the following definitions in SECTION II—DEFINITIONS are deleted in their entirety and replaced with the following:

Bodily Injury means all injuries to a human being other than the **Assailant** for death, physical injury, sickness, disease or disability resulting from a **Workplace Violence Event**. **Bodily Injury** does not include emotional distress or mental anguish.

Insured Loses means:

- a. Loss of **Business Income**;

- b. **Extra Expense**; and
 - c. **Special Coverages**
- D. Solely with respect to the coverage afforded under this endorsement, the following conditions are added to SECTION IV—GENERAL CONDITIONS:
- 1. Additional Duties of the **Named Insured**
 - a. If the **Named Insured** makes a **Claim** for Loss of **Business Income** or **Extra Expense** covered under this endorsement:
 - (1) The **Named Insured** must give the Insurer such relevant information and evidence as may reasonably be required and cooperate fully in the investigation or adjustment of the **Claim**. If required by the Insurer, the **Named Insured** must submit to examination under oath by any person designated by the Insurer.
 - (2) The **Named Insured** must send the Insurer a signed, sworn proof of loss containing the information the Insurer request to investigate the **Claim**. The **Named Insured** must do this within sixty (60) days after the Insurer's request. The Insurer will supply **Named Insured** with the necessary forms.
 - b. Following a **Workplace Violence Event**:
 - (1) The **Named Insured** agrees to pursue any available recovery under any government compensation plan or other similar scheme for our benefit.
 - (2) The **Named Insured** will take all reasonable steps to mitigate its losses, such as by using alternative premises if possible and/or resuming normal business operations as soon as possible.
 - c. If a third party makes a **Claim** for Medical Expenses or a suit is brought against the **Named Insured**, the **Named Insured** must:
 - (1) Immediately record the specifics of the **Claim** or suit and the date received; and
 - (2) Notify the Insurer as soon as practicable.
 - d. The **Named Insured** and any other involved insured must:
 - (1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or suit;
 - (2) Authorize the Insurer to obtain records and other information;
 - (3) Cooperate with the Insurer in the investigation or settlement of the **Claim** or defense against the suit; and
 - (4) Assist the Insurer, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damages to which this insurance may also apply.
 - e. No **Named Insured** will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior consent.
 - 2. **Business Income** loss determination
- Settlement for Loss of **Business Income** will be determined based on the following:
- a. The Net Income of the business before the **Workplace Violence Event** occurred;

- b. The operating expenses, including payroll expenses, necessary to resume business activities with the same quality of service that existed just before the **Workplace Violence Event**; and
- c. Other relevant sources of information, including:
 - (1) The **Named Insured's** financial records and accounting procedures;
 - (2) Bills, invoices and other vouchers; and
 - (3) Deeds, liens or contracts.

3. Change in Circumstances

The first **Named Insured** shall notify the Insurer of any change of circumstances which would materially affect this insurance as soon as possible.

4. Governmental Immunity

If you are a public institution, the **Named Insured** may be entitled to governmental immunity. The Coverage provided under this endorsement does not and should not be construed to constitute a waiver of any charitable or governmental immunity to which the **Named Insured** is entitled.

5. Subrogation Clause

a. In the event of any payment under this endorsement, the Insurer shall be subrogated to the extent of such payment to all of the **Named Insured's** rights of recovery. The **Named Insured** shall execute all papers required, shall cooperate with the Insurer and, upon our request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall take reasonable steps that may be necessary to secure such right. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (1) Any interest suffering damages of the type covered by this endorsement and in excess of the coverage under this endorsement shall be reimbursed up to the amount of such damages;
- (2) Out of the remaining balance, the Insurer shall be reimbursed to the extent of payment under this endorsement;
- (3) The remaining balance, if any, shall inure to the **Named Insured's** benefit or that of any insurer providing insurance coincidentally to this endorsement.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including the **Named Insured**, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on our initiative, the expense thereof shall be borne by the Insurer.

b. If, prior to the **Workplace Violence Event** connected with such payment, the **Named Insured** has agreed in writing to waive **Named Insured's** right of recovery or subrogation against any person or entity in accordance with paragraph 7. Transfer of Rights of Recovery Against Others below, such agreement shall not be considered a violation of the **Named Insured's** duties under this endorsement.

6. Third-Party Rights

This endorsement shall not confer any benefits on any third parties, including shareholders or beneficial owners, and no such third party may enforce any term of this endorsement.

7. Transfer of Rights of Recovery Against Others

- a. With respect to Coverage, the Insurer will waive our right to recover damages or loss from another person or entity because of payments the Insurer makes for damages directly resulting from a **Workplace Violence Event**, provided the **Named Insured** has waived the **Named Insured's** rights to recover against such person or entity in a written contract or agreement executed before the **Workplace Violence Event** takes place.

In all other circumstances, the **Named Insured** agrees to assign to the Insurer the **Named Insured's** rights of recovery against any other party for any damages or **Claim** expenses the Insurer has paid on the **Named Insured's** behalf. The **Named Insured** will do everything necessary to preserve the Insurer's rights and will do nothing to impair them. At the Insurer's request, the **Named Insured** will bring suit or transfer those rights to the Insurer and help the Insurer enforce them.

- b. With respect to the **Business Income** and **Extra Expense** and **Special Coverages**, if any person or organization to or for whom the Insurer makes payment under this endorsement has rights to recover loss from another, those rights are transferred to the Insurer to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them. But the **Named Insured** may waive the **Named Insured's** rights against another party in writing:

- (1) Prior to a loss; or
- (2) After a loss only if, at the time of the loss, that party is one of the following:
- (a) Someone insured by this endorsement;
- (b) A business firm:
- (i) Owned or controlled by the **Named Insured**; or
- (ii) That owns or controls the **Named Insured**; or
- (iii) The **Named Insured's** tenant.

This will not restrict the **Named Insured's** insurance.

- E. Solely with respect to the coverage afforded under this endorsement, SECTION IV—GENERAL CONDITIONS, subsection 12. Other Insurance is deleted in its entirety and replaced with the following:

12. Other Insurance

This endorsement will act as primary insurance to any other insurance carried by or available to the **Named Insured**. This endorsement will respond in the event the **Named Insured** is otherwise insured incidentally for any **Business Income** and **Extra Expense, Special Coverages**, damages or **Claim** expenses which are covered under this endorsement.

AUTHORIZED REPRESENTATIVE

DATE