

DEFENSE COSTS IN ADDITION TO LIMIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that this Policy is amended as follows:

Section **I. INSURING AGREEMENT – WHAT IS COVERED**, Subsection C.7. is deleted in its entirety and replaced with the following:

Payments of **Defense Costs** up to the amount of \$_____ (“**Additional Defense Costs Limits of Liability**”), shall initially be in addition to the Policy’s original Aggregate Limits of Liability shown in the Declarations of the Policy. The **Additional Defense Costs Limits of Liability** shall apply on an aggregate basis for all **Claims**. Upon exhaustion of the **Additional Defense Costs Limits of Liability**, any additional **Defense Costs** shall be a part of **Loss** and reduce and may potentially exhaust the original Aggregate Limits of Liability shown in the Declarations of the Policy. **Defense Costs** are not included within and will not serve to reduce the **Additional Defense Costs Limits of Liability** or our original Aggregate Limits of Liability until **Defense Costs** or **Loss** exceeds the Retention. Payment of **Defense Costs** shall cease when **Loss** exceeds 100% of the original Aggregate Limits of Liability shown in the Declarations of the Policy.

Section **IV. LIMITS OF LIABILITY**, Subsection A. is deleted in its entirety and replaced with the following:

The limits shown in the Declarations to this Policy and the information contained in this section fix the most **we** shall pay as **Loss** regardless of the number of:

1. Persons or organizations covered by this Policy; or
2. **Claim(s)** made.

Notwithstanding the foregoing, in the event the Policy does not contain an Absolute Wage and Hour Laws Exclusion Endorsement, a sub-limit of \$100,000 is the most **we** will pay for any **Defense Costs** associated with any and all **Claims** based upon or arising out of any private, governmental, or administrative complaint or lawsuit for violation of federal, state, or local wage and hour laws or regulations, including, but not limited to, any request for monetary or non-monetary compensation or benefits that may be owed to one or more past or present **Employees**. This sub-limit is part of, and not in addition to,

the **Additional Defense Costs Limits of Liability** and/or the original Aggregate Limits of Liability shown in the Declarations of the Policy.

Section **IV . LIMITS OF LIABILITY**, Subsection B. is deleted in its entirety and replaced with the following:

The **Additional Defense Costs Limits of Liability** and the original Aggregate Limits of Liability shown in the Declarations of the Policy are the most **we** shall pay for all **Defense Costs** covered under this Policy subject to such Aggregate Limits of Liability being the most **we** will pay for all **Loss** (including **Defense Costs** upon exhaustion of the **Additional Defense Costs Limits of Liability**) covered under this Policy.

All other Terms, Conditions, and Exclusions of the policy remain unchanged.