

[Email to insurance broker below. Feel free to cc:info@safeworkpolicy.com to address any questions received from your broker.]

Hello,

I'm reaching out about our company's EPLI coverage. As our policy is written now, we as an organization are incentivized to silence our employees if they are assaulted or harassed at work. Given our interest in ensuring the welfare of our employees, we would like to alter our coverage, so that when an incident of harassment or assault is committed, our insurance provides incentivization to support the victim and terminate the wrong-doer.

Language for an endorsement that accomplishes our goals is provided below - please review and get back to me at your earliest convenience:

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

If, after an internal investigation and upon the recommendation of the senior human resources executive [or third party advisor], the Organization determines that an Individual Insured must be terminated for committing Employment Practices Violation 2.(f)(i) [harassment (including sexual harassment whether 'quid pro quo', hostile work environment or otherwise) against another Individual Insured:

- 1) Exclusion 3(1) shall presumptively apply to the Individual Insured prior to a final adjudication, and the Individual Insured's conduct shall not be imputed to the Organization;
- 2) If, after a final adjudication it is determined that the Individual Insured did not commit Employment Practices Violation 2.(f)(i), the Individual Insured will be reimbursed for reasonable Defense Costs;
- 3) The person alleging the harassment shall be covered for any amounts they personally incur due to notifying, bringing, sustaining and resolving the Claim, including but not limited to hiring independent counsel, attending meetings or hearings associated with the Claim, reasonable compensation for time spent gathering evidence, and counseling, provided that the Insurer has consented (reasonable consent not to be withheld) in advance to the framework for such compensation;
- 4) This Policy shall pay Loss arising from Claims, Third Party Violations and/or Crisis Loss arising out of the following:
 - a. Allegations by the terminated Individual Insured that their termination itself constituted an Employment Practices Violation;
 - b. The cost of recruiters to replace the Individual Insured;
 - c. The cost of training an internal replacement or temporary consultant to replace the Individual Insured while a search is being conducted;
 - d. Reasonable out-of-pocket expenses associated with the replacement of the Individual Insured;
 - e. Claims alleging Third Party Violations that arise out of the Individual Insured's termination or resulting publicity;
 - f. Adverse publicity prompted by the Individual Insured or relating to the Individual Insured's termination, or
 - g. Criminal or civil investigations arising out of the Individual Insured's Employment Practices Violations or termination.

Best regards,