

**Form #444-3-2 (Rev Dec 15, 2005)**  
**Employee Benefit Programs Liability Endorsement**

**INSURING AGREEMENTS**

**Coverage**

The Insurer agrees, subject to the statements contained in the Declarations, the Special Conditions and Exclusions of this Endorsement, and the Condition of this Policy, to pay on behalf of the Insured all sums, including prejudgment interest upon that part of the judgement which is within the limits of the Insurer's liability, which the Insured shall become legally obligated to pay to any employee, former employee or beneficiary or his legal representative, for damages resulting from any presented claim during the policy period because of the administration of the Named Insured's employee benefit programs.

**Exclusions**

This insurance does not apply to any claim:

- a. resulting from deliberate acts done maliciously;
- b. resulting from the failure of performance of contract by an insurer;
- c. resulting from the Insured's voluntary failure to comply with any Worker's compensation, Unemployment Compensation, Social Security or Disability Benefits Law or any similar law;
- d. resulting from failure or securities or investments to perform as represented by the Insured;
- e. based upon advice given by an Insured to participate or not to participate in Stock Subscription Plans;
- f. which, upon the effective date of this Endorsement, had already been presented to the Insured or which could result from facts or circumstances already known to the Insured and liable to give rise to a claim.

**Definitions**

Whenever used in this Endorsement

1. The unqualified word "Insured" shall include not only the Insured named in the Declarations but also any partner, executive officer, director, stockholder or employee of the Named Insured.
2. The word "Declarations" shall mean the Declarations of the policy.
3. The term "Employee Benefit Programs" shall mean Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Stock Subscription Plans By Employees, Worker's Compensation, Unemployment Insurance, Social Security and Disability Benefits.
4. The unqualified word "Administration" shall mean:
  - i. giving counsel to employees with respect to Employee Benefits Programs;
  - ii. interpreting Employee Benefit Programs;
  - iii. handling of records in connection with Employee Benefit Programs; and
  - iv. admission, eviction or cessation of employees under Employee Benefit Programs.provided all such acts are authorized by the Named Insured.
5. The words "Presented Claim" shall mean any notice by the Insured to the Insurer of any facts or circumstances which may give rise to one or more claims and/or any notice to the Insurer of one or more claims made against the Insured.
6. The word "Loss" shall mean one or more claims resulting from the same circumstance of the same event.

**SPECIAL CONDITIONS**

**Limits of Liability**

The liability of the Insurer under this Endorsement is limited, notwithstanding the number of Insureds involved, for each Loss, to the amount stated in the Declarations as each Loss.

Subject to the previous paragraph for each loss, the liability of the Insurer is limited to the amount stated in the Declarations as all losses, for the total of all Losses during a policy period and this notwithstanding the number of Insureds involved. If for one Loss there are several claims, they will all be considered as having been presented during the policy period in which the first claim was presented to the Insurer.

**Deductible**

The deductible amount stated in the Declarations shall be deducted from the amount of each Loss covered under the terms of this Endorsement, and the Insurer shall be liable for Loss only in excess of that amount.

**ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.**