

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN RESOURCE CONSULTANTS COVERAGE

**(For attachment to Insurance Agents and Brokers Errors and Omissions Liability Policy)
(Claims-Made Policy)**

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement.

SCHEDULE*

I. Effective Date:

(If no date entered, coverage is effective from the policy inception.)

Additional Premium: \$ _____

COVERAGE	LIMITS OF LIABILITY	
	\$	EACH LOSS
HUMAN RESOURCE CONSULTANT	\$	AGGREGATE

COVERED INDIVIDUAL(S)

- 1.
- 2.
- 3.
- 4.

DEDUCTIBLE AMOUNT** **\$**

RETROACTIVE DATE **\$**

COVERAGE INCLUDES PLAN OR PROGRAM ADMINISTRATION

COVERED PLANS, PROGRAMS OR ADMINISTRATIVE SERVICES

- 1.
- 2.
- 3.
- 4.

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

** The policy deductible applies unless a different deductible is shown in the Schedule.

II. A. In consideration of the additional premium shown above or in the Declarations, it is agreed that the policy includes coverage for "claims" arising out of "wrongful acts" from any additional included services under **II.B.** below. This insurance only applies to "claims" for "wrongful acts" by any Covered Individual(s) shown in the Schedule above, or in the Declarations as subject to this endorsement, for "wrongful acts" which take place on or after the Retroactive Date shown in the Schedule above or in the Declarations.

B. Under paragraph 1.e. of **Section II - Coverage**, the following is added as a professional service:

- "Human Resource Consultant"

if a premium has been charged for such coverage.

C. Only the Limits of Liability shown in the Schedule above apply to this Human Resource Consultants Coverage. These limits apply in lieu of the Limits of Liability stated in the policy Declarations.

The Each Loss Limit shown in the Schedule above is the most we will pay for all "loss" to which this insurance applies arising out of any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds.

The Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "losses" covered by this endorsement.

The Limits of Liability for this Human Resource Consultants Coverage apply separately to each consecutive annual policy period and to any remaining policy period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the Limits of Liability for this coverage will be increased in proportion to any policy extension provided.

III. The following exclusions apply in addition to those in **Section III Exclusions**:

This insurance does not apply to any "claim" directly or indirectly, in whole or in part, arising out of, involving, resulting from, or caused by any of the following:

- a. Any actuarial, accounting, or financial planning services, including tax advice.
- b. Allegations made by or on behalf of an insured against any other insured(s), in any capacity.
- c. Conversion, embezzlement, commingling, mismanagement, or misuse of funds or any form of money.
- d. Unauthorized collection or acquisition of any information by you, or on your behalf, or with your consent or cooperation.
- e. Any advice, guidance, counseling, recommendations, or training with respect to mergers, acquisitions, group layoffs, and/or facility or plant closings.
- f. Allegations of "loss" due to any labor dispute or negotiation, an alleged violation of a collective bargaining agreement, strikes, or lock-outs.
- g. Allegations that an insured exceeded a contract price, cost guarantee, or cost estimate, or any other dispute involving an insured's fees, charges, or cost overruns.
- h. The failure of any real, personal, intangible, or intellectual property to attain or realize a certain economic value.
- i. The actual or alleged failure of any funds or investments to perform as desired or realize a certain future value or specified rate of return.
- j. Design of any benefit plan(s).
- k. The unauthorized practice of law.

IV. The following definition is added to **Section I - Definitions**:

"Human resource consultant" means a Covered Individual who provides recommendations, training, advice, guidance or counseling for others with regard to any of the following:*

- a. Human resource policies, practices, or procedures regarding employee recruitment, interviewing, testing, screening, discipline, termination, performance evaluations, or compensation levels and awards;
- b. Records maintenance and management;
- c. Training and development programs for managers and/or employees;
- d. Employee handbooks or manuals;
- e. Employee benefit plans; or
- f. Wellness, motivation, and incentive programs.

* If indicated in the Schedule, "human resource consultant" includes a Covered Individual who provides plan or program administration. Coverage only applies to the plans, programs or administrative services shown in the Schedule.

V. The Diminishing Deductible does not apply to this endorsement.