

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ALTRU  
WORKPLACE VIOLENCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY - (DUTY TO DEFEND)

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

1. Coverage. Subject to the Sublimit of Liability set forth in paragraph 6 below, the **Insurer** will pay to or on behalf of the **Organization** a **Loss** directly resulting from a **Workplace Violence Event** occurring during the **Policy Period** and reported to the **Insurer** in writing pursuant to the terms of this Policy.
2. Definitions. Solely with respect to coverage afforded by this Endorsement, the following definitions shall apply notwithstanding anything to the contrary in Section II of this Policy:

**“Business Interruption Loss”** means the actual reduction of **Net Earnings**, during the **Period of Restoration**, which directly results from impairment of the **Organization’s** business activities caused by a **Workplace Violence Event**.

The amount of **Business Interruption Loss** shall be determined based on a consideration of the following information:

- a. The **Net Earnings** of the **Organization** before the **Workplace Violence Event**;
- b. The likely **Net Earnings** of the **Organization** if no **Workplace Violence Event** had occurred;
- c. The operating expenses, including payroll expenses, necessary to resume business activities with the same quality that existed immediately before the **Workplace Violence Event** occurred;
- d. All recoveries, insurance and other indemnity which covers or, in the absence of this Endorsement would cover, loss resulting from the **Workplace Violence Event**; and
- e. Other relevant sources of information, including without limitation:
  - i. the **Organization’s** financial records and accounting procedures; and
  - ii. bills, invoices and other vouchers.

If the **Organization** fails to resume its business activities or eliminate the business impairment caused by the **Workplace Violence Event** as quickly as is reasonably possible, **Business Interruption Loss** will be determined based on the length of time it would have taken to resume such business activities or eliminate such business impairment as quickly as is reasonably possible.

**“Consultant Costs”** means the reasonable and customary fees and expenses charged by a security specialist approved in advance by the **Insurer** for services rendered to the **Organization** during the **Period of Restoration** with respect to a **Workplace Violence Event**.

**“Crisis Management Costs”** means reasonable and customary fees and expenses charged by or incurred at the recommendation of a public relations advisor approved by the **Insurer** in connection with the following services rendered for the **Organization** during the **Period of Restoration**:

1. advising the **Organization** with respect to minimizing potential loss or liability on account of the **Workplace Violence Event**; and
2. managing disclosures and communications to customers, suppliers, members, funders or the public regarding the **Workplace Violence Event**;

however, **Crisis Management Costs** shall not include any wages, salaries, fees, expenses or benefits of the trustees, directors, officers or employees of the **Organization**.

**“Extra Expenses”** means the following expenses incurred by the **Organization** directly as a result of a **Workplace Violence Event**:

1. a. the **Salary** which the **Organization** continues to pay during the **Period of Restoration** to a **Victim** who is an employee of the **Organization** while such **Victim** is unable to continue to work because of the **Workplace Violence Event**; or
- b. the **Salary** which the **Organization** pays during the **Period of Restoration** to a temporary employee hired by the **Organization** to perform the duties of a **Victim** while such **Victim** is unable to continue to work because of such **Workplace Violence Event**, provided such **Salary** shall not exceed the **Salary** of such **Victim**;
2. reasonable and customary medical, dental and psychiatric expenses incurred during the **Period of Restoration** by a **Victim** with the approval or consent of the **Organization** to the extent that such expenses are not insured under a comprehensive general liability, workers compensation, healthcare or other insurance policy or program;
3. reasonable and customary expenses incurred by a **Victim** and his/her spouse and children for up to fifteen (15) days for rest and recovery within twelve (12) months following the **Workplace Violence Event** if the **Organization** approves or consents to such expenses, provided the **Insurer’s** maximum liability for all such expenses incurred by all **Victims** of a single **Workplace Violence Event** shall be \$50,000;
4. the reasonable amount paid by the **Organization** as a reward to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for such **Workplace Violence Event**;
5. reasonable and customary expenses incurred by the **Organization** during the thirty (30) day period immediately following the **Workplace Violence Event** for temporary security measures at the **Organization’s Premises** where the **Workplace Violence Event** occurred;
6. a \$25,000 death benefit payable to the estate of any **Victim** if the **Workplace Violence Event** directly caused the death of the **Victim**; and
7. any other reasonable expenses incurred by the **Organization** with the prior approval of the **Insurer**.

The amounts set forth in subparagraphs 3 and 6 of the definition of **Extra Expenses** shall be part of and not in addition to the sublimit set forth in Item 6. of this endorsement. Any amounts paid by the **Insurer** under these subparagraphs shall reduce the aggregate Limit of Liability for all Coverages under this Policy set forth in Item 3 of the Declarations.

**“Guest(s)”** means any person visiting the **Organization’s Premises** for legitimate purposes.

**“Loss”** means:

- a. **Business Interruption Loss;**
- b. **Crisis Management Costs;**
- c. **Consultant Costs;** and
- d. **Extra Expenses.**

**“Net Earnings”** means the earnings of the **Organization** derived from the **Organization’s** normal business operations, less all normal and customary payroll and other operating expenses (other than any income tax) relating directly or indirectly to such business operations.

**“Period of Restoration”** means the period of ninety (90) days after a **Workplace Violence Event** occurs.

**“Premises”** means any building, facility or property owned, leased or occupied by the **Organization** as a place to conduct business or operations.

**“Salary”** means total gross compensation including bonuses, commissions, and benefit contributions, not to exceed the amount of compensation in effect for the respective **Victim** at the time of the **Workplace Violence Event**.

**“Victim(s)”** means any person against whom a **Workplace Violence Event** is directed or any person in whose presence a **Workplace Violence Event** occurs.

**“Workplace Violence Event”** means an intentional and unlawful act of deadly force or threat thereof which occurs at the **Organization’s Premises** and which directly results in bodily injury or death of any employee, volunteer or **Guest** of the **Organization**. All related **Workplace Violence Events** shall be considered a single **Workplace Violence Event**.

3. Exclusions. In addition to any other exclusion under this Policy, the **Insurer** shall not be liable under this Endorsement to make any payment for **Loss** based upon, arising out of, or attributable to:
  - a. any demand, suit or proceeding against the **Organization** relating to a **Workplace Violence Event;**
  - b. a **Workplace Violence Event** committed for the purpose of demanding money, property or other items of value; or
  - c. hostile or warlike action in time of peace or war, by any government or sovereign power, or by any authority maintaining or using military, naval or air forces, or by any agent of any such government, power, authority or forces; insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or

defending against such an occurrence; seizure or destruction of property under quarantine or customs regulations or by order of any government or public authority.

4. Proof of Loss. As a condition precedent to its rights under this Endorsement, the **Organization** shall submit to the **Insurer** copies of all documents requested by the **Insurer** and a signed, sworn proof of loss containing all information requested by the **Insurer**. The **Insurer** shall be allowed as often as may be reasonably requested to examine the books and records of the **Organization** and to examine under oath any trustee, director, officer or employee of the **Organization** (outside the presence of any other director, officer or employee of the **Organization**) regarding any matter relating to the coverage afforded by this Endorsement.
5. Retention. The **Insurer's** liability under this Endorsement for **Loss** directly resulting from each single **Workplace Violence Event** shall apply only to that part of such **Loss** which is excess of \$\_\_\_\_\_. No Retention Amount shall apply to that portion of **Loss** covered under this Endorsement which consists of (i) death benefits payable to the estate of a **Victim**, or (ii) **Consultant Costs**.
6. Sublimit of Liability. The **Insurer's** maximum aggregate liability for all **Loss** covered under this Endorsement directly resulting from a single **Workplace Violence Event** shall be \$\_\_\_\_\_ ; provided that the **Insurer's** maximum liability for all **Crisis Management Costs** incurred on account of a single **Workplace Violence Event** shall not exceed 25% of the Sublimit of Liability set forth in the immediately preceding sentence. Such amounts shall be part of and not in addition to the aggregate Limit of Liability for all Coverages set forth in Item 3 of the Declarations. Any amounts paid by the **Insurer** under this Endorsement shall reduce the aggregate Limit of Liability for all Coverages under this Policy set forth in Item 3 of the Declarations.
7. Confidentiality. The **Organization** shall commit its best efforts not to disclose the existence or terms of this Endorsement to any person unless such disclosure is required in the ordinary course of business or is pursuant to a compelling business purpose.
8. Mitigation. With respect to any **Workplace Violence Event**, the **Organization** shall act at all times substantially as if uninsured and shall undertake all reasonable actions to avoid or mitigate any **Business Interruption Loss**.
9. Miscellaneous. Solely with respect to coverage under this Endorsement:
  - a. Any reference in the Policy to "**Claim**" or "**Wrongful Acts**" shall mean **Workplace Violence Event**; and
  - b. Section XI, Discovery Period, is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: