

EMPLOYMENT PRACTICES LIABILITY "EPLI" FLORIDA ADMITTED PROGRAM

Employment Practices Liability Insurance "EPLI" is a vital risk management tool and insurance solution for all employers. EPLI provides financial protection and peace of mind to companies, managers, and others with employee management responsibilities against the following common claims/exposures:

- Wrongful termination
- Discrimination
- Inappropriate employment conduct
- Harassment
- Retaliation
- Discrimination or harassment claims by a non-employee
- Alleged violations of federal, state, or local Wage and Hour Laws

For more information or to become an appointed agent or broker, please contact:

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OVERVIEW

Allegiance Underwriting Group, Inc. is an EPLI program manager for Beazley Insurance Company, Inc. focusing on Florida domiciled applicants employing less than 500 employees. Our program is **admitted** in Florida and provides valuable loss control services through BeazleySure for expert HR advice and workforce training.

PROGRAM FEATURES:

- Broad industry classes considered, including: contractors, construction, healthcare organizations, hotels, manufacturers, professional firms, real estate, restaurants, retailers, and transportation
- Providing up to a \$3,000,000 Limit of Liability with an Additional Defense Limit of \$1,000,000 available to eligible applicants
- Minimum retentions range from \$7,500 to \$10,000
- Coverage provided for **Claim(s)** alleging **Discrimination, Harassment, Retaliation, Inappropriate Employment Conduct, and Inappropriate Third Party Conduct**
- Insured(s) include **Corporations, Partnerships, Joint Ventures, and Subsidiary** including directors and officers, and **Employees**, including full time, part time, volunteers, seasonal, temporary, applicants for employment, and **Independent Contractors**

ALLEGIANCE EPLI COVERAGE ENHANCEMENTS:

- \$150,000 in **Wage and Hour Claim Defense Costs** coverage available (if applicant is approved for this coverage)
- Duty to defend policy with 100% allocation of **Defense Costs**
- 80/20 amended settlement clause
- \$25,000 **Defense Costs** sublimit provided for covered **Immigration Practices Claim**
- Clause II. Exclusions amended as follows: (1) violation of Section 510 carveback to ERISA Exclusion; (2) **Retaliation** carveback to Strikes and Lockouts Exclusion; (3) deleted Consequential Loss Exclusion; (4) deleted Fraud and Collusion Exclusion; (5) deleted Price Discrimination Exclusion; (6) modified Prior Knowledge Exclusion to specific top level positions/managerial positions; (7) amended Prior Notice Exclusion to "renewal and/or replacement" standard; (8) amended Bodily Injury Exclusion to "for" intro and limited to non-employees;
- Added definition of **Subsidiary** and any **Employee** thereof
- Clause V.E. Mergers and Acquisitions amended to provide automatic coverage for any newly acquired, formed, or merged organization that has less than 35% of **Insureds** total employee count
- Definition of **Independent Contactor** amended to remove "solely" and "full-time basis" requirement
- Definition of **Loss** amended to provide for front pay, back pay, and statutory liquidated damages
- Bi-lateral extended reporting period provision added
- Claim reporting provision amended to provide for a maximum 75 day post policy period reporting
- Claim reporting control group amended to specific top level positions/managerial positions
- Definition of **Employee** amended to include interns
- Definition of **Harassment** amended to include bullying, including through use of social media

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Disclaimer:

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