



In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Part, the Company and the Insureds agree as follows:

## I. INSURING CLAUSES

### Insuring Clause (A): Expense Coverage

- (A) The Company shall reimburse the **Parent Organization** for:
- (1) **Workplace Violence Expenses** incurred by an **Organization** resulting from **Workplace Violence**; or
  - (2) **Stalking Threat Expenses** incurred by an **Organization** resulting from a **Stalking Threat**.

### Insuring Clause (B): Business Income Coverage

- (B) The Company shall reimburse the **Parent Organization** for the actual lost **Business Income** incurred by an **Organization** due to:
- (1) the actual suspension of **Operations** during the **Period of Restoration**; or
  - (2) an order by a civil authority prohibiting access to the **Premises**, in whole or in part, resulting from **Workplace Violence**.

### Insuring Clause (C): Loss of Life Coverage

- (C) The Company shall pay a **Benefit Amount** for **Loss of Life** of an **Employee** resulting from **Workplace Violence**.

## II. DEFINITIONS

For purposes of this Coverage Part:

**Benefit Amount** means the amount of fifty thousand dollars (\$50,000), which the Company shall pay as a result of **Loss of Life** of an **Employee**.

**Business Income** means:

- (A) the sum of:
- (1) net profit before income taxes that would have been earned had no **Workplace Violence** occurred;
  - (2) the actual cost of continuing, on a curtailed basis, activities which are necessary for an **Organization** to resume operations with substantially the same quality of service which existed immediately preceding the **Workplace Violence**; and
  - (3) reasonable expenses which would not have been incurred except for such **Workplace Violence** and which were incurred by the **Organization** for the sole purpose of reducing loss described in Paragraph (A)(1) and Paragraph (A)(2) of this definition, not to exceed the amount of actual reduction of such loss;
- (B) less the sum of:
- (1) all recoveries, insurance, suretyship and other indemnity which would cover loss described in Subsection (A) of this definition in the absence of this coverage; and



- (2) the amount by which the **Organization** fails to reduce loss described in Subsection (A) of this definition through any reasonable measures.

**Employee** means any natural person in the regular service of an **Organization** in the ordinary course of such **Organization's** business, whom such **Organization** governs and directs in the performance of such service, including any **Executive**, a part-time, seasonal, leased and temporary employee, intern or volunteer. **Employee** shall not include any independent contractor.

**Executive** means any natural person specified below:

- (A) a duly elected or appointed director, officer, trustee, in-house general counsel or duly constituted committee member of any **Organization** incorporated in the United States of America;
- (B) a duly elected or appointed: (1) manager or member of the Board of Managers or equivalent position; (2) duly constituted committee member; (3) in-house general counsel; or (4) trustee, of any **Organization** formed as a limited liability company in the United States of America; or
- (C) a holder of an equivalent position to those described in Subsections (A) or (B) above in any **Organization** incorporated, formed or organized anywhere in the world.

**Guest** means any natural person visiting the **Premises** for a lawful purpose.

**Insured** means any **Organization** and any **Insured Person**.

**Insured Person** means:

- (A) any **Employee**; or
- (B) any customer or **Guest** of an **Organization** on the **Premises**.

**Loss of Life** means death, including clinical death, determined by a medical examiner or similar local governing medical authority.

**Operations** means business activities of an **Organization** at the **Premises** prior to the **Workplace Violence**.

**Period of Restoration** means the period of time which begins twenty-four (24) hours following the actual suspension of **Operations** as described in Insuring Clause (B), Business Income Coverage, and ends on the earlier of:

- (A) the date **Operations** are restored by an **Organization**, with due diligence and dispatch, to the level that existed prior to the **Workplace Violence**;
- (B) ninety (90) days after such suspension of **Operations**; or
- (C) thirty (30) days after a civil authority denies an **Insured** access to the **Premises**,

provided that termination of this Coverage Part shall not reduce the **Period of Restoration**.

**Premises** means buildings, facilities or properties occupied by an **Organization** in conducting its business.

**Relatives** means spouse, domestic partner, siblings, spouse's siblings, ancestors, spouse's ancestors, lineal descendants or lineal descendants' spouses. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and stepparents.

**Salary** means compensation an **Organization** pays an **Employee**, including but not limited to bonus, commission, incentive payments and the cost of health, welfare and pension benefits.

**Stalking Threat** means conduct, other than **Workplace Violence**, which demonstrates intent to harm an **Employee** or an **Organization**.

**Stalking Threat Expenses** means reasonable fees and expenses for, or cost of:

- (A) an independent threat management consultant to assess and help diffuse the **Stalking Threat**;
- (B) independent security guard services for up to ninety (90) days; and



(C) other reasonable expenses incurred by an **Organization**, subject to the Company's prior written approval.

**Workplace Violence** means any intentional and unlawful:

- (A) act of potentially deadly force involving the use of a lethal weapon; or
- (B) threat of deadly force involving the display of a lethal weapon,

which occurs on or in the **Premises** and which did or could result in bodily injury or death to an **Insured Person**.

**Workplace Violence Expenses** means reasonable fees and expenses for, or cost of:

- (A) an independent crisis management consultant for ninety (90) days following the date the **Workplace Violence** occurs;
- (B) an independent public relations consultant for ninety (90) days following the date the **Workplace Violence** occurs;
- (C) independent crisis mental health specialists for ten (10) days following the date the **Workplace Violence** occurs;
- (D) independent security guard services for up to ninety (90) days;
- (E) an independent forensic analyst;
- (F) the **Salary** which an **Organization** continues to pay an **Employee** who has been a victim of **Workplace Violence**; coverage shall apply to the **Salary** in effect at the time of such **Workplace Violence** and will end ninety (90) days following the date such **Workplace Violence** occurs;
- (G) the **Salary** or wages which an **Organization** pays a newly hired **Employee** to conduct the duties of an **Employee** who has been a victim of **Workplace Violence**; coverage shall apply to such **Salary** in effect at the time of such **Workplace Violence** and will end ninety (90) days following the date such **Workplace Violence** occurs;
- (H) a reward paid by an **Organization** to a natural person who provides information leading to the arrest and conviction of the person(s) responsible for the **Workplace Violence**;
- (I) reasonable medical, mental health, dental and cosmetic expenses, including the cost of plastic surgery, for an **Insured Person** who is a victim of **Workplace Violence**;
- (J) reasonable expenses of rest and rehabilitation of an **Insured Person** and the **Insured Person's Relatives**, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following the date the **Workplace Violence** occurs; and
- (K) other reasonable expenses incurred by an **Organization**, subject to the Company's prior written approval.

### III. EXCLUSIONS

No coverage will be available for:

- (A) Off Premises  
**Workplace Violence** which occurs at any location other than the **Premises**;
- (B) War  
loss arising from declared or undeclared war, civil war, insurrection, riot, civil commotion, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization;
- (C) Legal Costs  
legal costs, judgments and settlements incurred as the result of any claim, suit or judicial action brought against an **Organization** in connection with **Workplace Violence** or **Stalking Threat**;



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- (D) Robbery  
loss resulting from the use or threat of force or violence occurring on the **Premises** for the purpose of demanding money, securities or property; or
- (E) Notice  
loss unless the **Workplace Violence** or **Stalking Threat** occurs or is directly or indirectly communicated to any **Insured** prior to the:
- (1) termination of this Coverage Part as to such **Insured** and is discovered and communicated in writing to the Company within sixty (60) days following the effective date of such termination;
  - (2) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the Company within sixty (60) days following the effective date of such termination;
  - (3) termination of this Coverage Part in its entirety and is discovered and communicated in writing to the Company within sixty (60) days following the effective date of such termination, if this Coverage Part is not renewed with the Company; or
  - (4) termination of this Coverage Part in its entirety and is discovered and communicated in writing to the Company prior to such termination, if this Coverage Part is renewed with the Company.
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#### IV. PROOF OF LOSS AND LEGAL PROCEEDINGS

- (A) As a condition precedent to coverage hereunder:
- (1) a loss must be sustained or communicated to an **Insured**; and
  - (2) the **Parent Organization** must furnish a proof of loss with full particulars to the Company within six (6) months after such loss is sustained or communicated to an **Insured**.
- (B) No **Insured** shall institute legal proceedings against the Company after the expiration of a period of two (2) years immediately following the time such loss was sustained.
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#### V. LIMITS OF LIABILITY

- (A) The Company's maximum liability for each loss shall not exceed the Limit of Liability set forth in Item 2 of the WPV Declarations, regardless of the number of **Insureds** sustaining the loss.
- (B) The payment of loss under this Coverage Part will not reduce the liability of the Company for other losses, provided that the Company's maximum liability for each loss shall not exceed the Limit of Liability set forth in Item 2 of the WPV Declarations.
- (C) All loss resulting from a single act or series of related acts committed by a person or group in which the same **Insured** is concerned or implicated, whether loss covered under Insuring Clauses (A), Expense Coverage, (B), Business Income Coverage, or (C), Loss of Life Coverage, will be treated as a single loss.
- (D) The maximum liability of the Company for each **Employee's Loss of Life** will be the **Benefit Amount**, which amount is part of, and not in addition to, the Limit of Liability set forth in Item 2 of the WPV Declarations. If more than one **Employee** suffers a covered **Loss of Life** from a single act or a series of related acts of **Workplace Violence**, the Company's maximum liability for all **Benefit Amount(s)** shall be the Limit of Liability set forth in Item 2 of the WPV Declarations, provided that if such total **Benefit Amount(s)** exceed the available Limit of Liability of this Coverage Part, such available Limit of Liability shall be divided proportionately among such **Employees'** beneficiaries.
- (E) The Company's maximum liability for **Business Income** covered from a single act of **Workplace Violence** or series of related acts of **Workplace Violence** shall be twenty five percent (25%) of the Limit of Liability set forth in Item 2 of the WPV Declarations up to a maximum of \$1,000,000, which amount is part of, and not in addition to, the Limit of Liability set forth in Item 2 of the WPV Declarations.



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- (F) The Company's maximum aggregate liability for all rest and rehabilitation **Workplace Violence Expenses** covered from a single act of **Workplace Violence** or series of related acts of **Workplace Violence** shall be fifty thousand dollars (\$50,000), which amount is part of, and not in addition to, the Limit of Liability set forth in Item 2 of the WPV Declarations.

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## VI. LIABILITY FOR PRIOR LOSSES

- (A) Coverage shall be available for loss as a result of **Workplace Violence** or **Stalking Threat** which occurred or was communicated, prior to the inception date of this Policy, prior to the effective date of coverage for any additional **Insureds** or prior to the effective date of any coverage added by endorsement, if:
- (1) an **Organization** or some predecessor in interest of such **Organization** carried a prior policy, which at the time such **Workplace Violence** or **Stalking Threat** occurred or was communicated, afforded some or all of the coverage of an Insuring Clause under this Coverage Part applicable to such prior loss;
  - (2) such coverage continued without interruption from the time such loss was sustained until the inception date or effective date(s) as described above; and
  - (3) such loss was first discovered by an **Insured** after the time allowed for discovery under the last such policy.
- (B) If such prior policy carried by an **Organization** or predecessor in interest of such **Organization** was issued by the Company or any subsidiary or affiliate of The Chubb Corporation, such prior policy shall terminate as of the inception of this Policy and such prior policy shall not cover any loss not discovered and noticed to the Company prior to the inception of this Policy.
- (C) The **Insured** will neither be entitled to a separate recovery under each policy in force at the time such **Workplace Violence** or **Stalking Threat** occurred or was communicated, sustained or discovered, nor will the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The Company's maximum liability will not exceed the lesser of the limit of liability of the policy in force at the time such **Workplace Violence** or **Stalking Threat** occurred or was communicated or the Limit of Liability set forth in Item 2 of the WPV Declarations.

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## VII. BENEFICIARY

The **Benefit Amount** for **Loss of Life** shall be paid to an **Employee's** designated beneficiary. If such **Employee** has not designated a beneficiary, or if the designated beneficiary is not alive, the Company will pay the **Benefit Amount** in the following order:

- (A) to the spouse or domestic partner;
  - (B) in equal shares to the surviving children;
  - (C) in equal shares to the surviving parents;
  - (D) in equal shares to the surviving brothers and sisters; or
  - (E) to the estate,
- of the **Employee**.



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**VIII. NON-ACCUMULATION OF LIABILITY**

- (A) When there is more than one **Insured**, the maximum limit of liability of the Company for loss sustained by one or all **Insureds** shall not exceed the amount for which the Company would be liable if all losses were sustained by any one **Insured**.
- (B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the limit of liability of the Company with respect to any loss shall not be cumulative from **Policy Year** to **Policy Year** or from **Policy Period** to **Policy Period**.

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**IX. LOSS SUSTAINED**

All loss shall be deemed to have been sustained under:

- (A) Insuring Clause (A), Expense Coverage, at the time of the payment of incurred **Workplace Violence Expenses** or **Stalking Threat Expenses** by the **Organization**;
- (B) Insuring Clause (B), Business Income Coverage, upon the expiration of the **Period of Restoration**; or
- (C) Insuring Clause (C), Loss of Life Coverage, at the time the **Loss of Life** occurs.

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**X. OTHER INSURANCE**

If any loss under this Coverage Part is insured under any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this Coverage Part), this Coverage Part shall be excess of and shall not contribute with such other insurance, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

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**XI. FOREIGN CURRENCY**

The Company shall pay the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is discovered.

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