

# THE EDGEWATER MANAGEMENT LIABILITY INSURANCE

## Standard Terms and Conditions

This document outlines the standard terms and conditions of the “**Blended Product**”. Please note, the premier EPLI application is an application only, final terms and conditions may vary according to the particular requirements and specifications of the applicant. It is the duty of the applicant and the agent to review the documents, including any subsequent quotes, binders and policies. Any changes in the terms and conditions will be noted on these documents. In addition to this document there are “hyperlinks” to other documents that will be helpful for you to better understand the insurance policy and services.

[Sample Policy](#) [Sample Dec Page](#) [Policy Highlights](#)

Subjectivities:	We will conduct an Internet search on the primary business phone number to verify your location. We will also conduct an internet search for records or any lawsuits or EEOC charges that may have been filed against your company.
Named Insured:	The name you enter on the application is the name that will be shown on the policy. The definition of the named insured includes all subsidiaries the insured has 50% or more ownership.
Claims made and reported form	The policy responds to claims first made against the Insured during the policy Period or Extended reporting Period (if applicable) and reported in accordance with the notice provisions outlined in the policy.
Subpoena expense Coverage and trial Attendance Coverage	At an aggregated sub-limit of \$25,000 and a \$500 per day trial attendance limit. This benefit reimburses the Insured for certain reasonable and necessary court costs.
Maximum Limit of Liability for each Claim	This is the most the company will pay for any single claim subject to the aggregate shown in the declaration. Defense costs are included within the limits.
Punitive, Exemplary and Multiple damages Limit of Liability	Some states, including California do not allow insurance to cover “punitive or exemplary” damages. In those states that do allow this to be covered, the limit is the same as the maximum limit for each claim
Maximum aggregate limit of Liability	The maximum liability for all loss and defense costs combined for all claims made during the policy period
Shared Aggregate	EPLI, D&O and Fiduciary Share a policy Aggregate.
Self- Insured Retention	The self insured retention applies to each claim. It is the amount the insured pays for each claim. The policy applies excess of this retention. SIR’s will apply separately to each claim and coverage part is not aggregated.
Prior and pending Dates, Continuity dates, Retro Dates	The Prior and pending dates and/or continuity dates are the inception date of the policy except as noted when there is prior coverage.
Wage and Hour exclusion	Wage and hour coverage is available for qualified accounts providing \$50,000 or \$150,000 defense only limit supplemental application required . <a href="#">More information on Wage and hour</a>

Exclusions	<p>NLRA claims, WARN Act, Consolidated Omnibus Budget Reconciliation act of 1985, OSHA, ERISA, Workers Compensations act , unemployment insurance, social security, disability benefits except for Retaliation</p> <p>Claims you have already submitted on prior policies, Criminal acts, Contractual liability, Activities of officers in a capacity outside of the insured's business, Bodily injury including assault and battery for a non-employee (for a complete list of exclusions see the policy)</p>
ERP	100% 1 Year, 120% 2 year, 140% 3 year
EPRMA	<p>Representative from <a href="#">EPRMA</a> will contact the insured to outline benefits and assist with set up of risk management training. Online Training or managers and supervisors is a requirement.</p>