

**Attached to and forming part of Policy Number:**

**Endorsement No. 3**

**Wrongful Employment Practices Coverage**

In consideration of the premium charged for this policy it is understood and agreed that exclusion "O" of the policy is deleted and the Policy is extended to apply to **claims** for **Wrongful Employment Practices** of any of the **Directors and Officers**, employees, trustees, volunteers and committee members and any other person acting on behalf of the **Organization**, subject to the terms of the Policy and this endorsement.

1. Clause III: **Definitions** is amended by the addition of the following definition:

"I. **"Wrongful Employment Practices"** means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment whether actual or constructive;
2. employment related misrepresentations;
3. violation of any Federal or Provincial law concerning employment or discrimination in employment;
4. sexual or other harassment in the workplace;
5. wrongful deprivation of career opportunity, employment or promotion, or;
6. wrongful discipline or evaluation or failure to adopt adequate employment or workplace policies and procedures."

2. Clause III: **Definition "A"** is deleted and is replaced with the following definition:

"A. **"Claim"** shall mean:

Any judicial or administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission or any similar Federal or Provincial government body with jurisdiction over **Wrongful Employment Practices** initiated against any of the **Directors and Officers** for **Wrongful Employment Practices**."

3. Clause III: **Definition** “C” is deleted and is replaced with the following definition:  
  
“C. **Directors and Officers**, means:
  1. in regard to claims for **Wrongful Employment Practices** any persons who were, now are or shall be directors, officers, employees, trustees, volunteers or committee members and any other person acting on behalf of the **Organization**.
  2. in connection with all other Claims, any persons who were, now are, or shall be directors or officers or employees, trustees, volunteers or committee members and any other person acting on behalf of the **Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.”
4. Clause IV: Exclusion “K” is deleted and is replaced with the following exclusion:  
  
“K. by or on behalf of any Director or Officer except and to the extent that such claim:
  1. is in the form of a cross claim, third party claim or otherwise for contribution to indemnity which is part of and results directly from a **Claim** which is not otherwise excluded by the terms of this policy.
  2. is brought by one or more of the **Directors and Officers** for **Wrongful Employment Practices**.”
5. Clause IV: Exclusion A is deleted and is replaced by the following:  
  
“A. for actual or alleged bodily injury, sickness, disease, death, false arrest, false imprisonment, assault, battery, invasion of privacy, damage to or destruction of tangible property including loss of use thereof, and except to the extent a **Claim** is made for **Wrongful Employment Practices**, emotional distress, libel slander and defamation.”

All other terms and conditions of the policy remain unchanged.