



# AXIS Staffing Insurance Solutions<sup>SM</sup>

A LIABILITY POLICY FOR TEMPORARY HELP AND PERMANENT PLACEMENT ORGANIZATIONS

## STAFFING ERRORS AND OMISSION LIABILITY COVERAGE PART OCCURRENCE FORM

THIS COVERAGE PART IS AN "OCCURRENCE COVERAGE PART" FOR THE PURPOSES OF THIS POLICY. THE DEFINITION OF OCCURRENCE COVERAGE PART AS SET FORTH IN THE GENERAL TERMS AND CONDITIONS SHALL INCLUDE THIS COVERAGE PART.

### I. INSURING AGREEMENT

The **Insurer** shall pay on behalf of any **Insured** all **Loss**, in excess of the **Retention**, arising from any **Claim** for a **Staffing Wrongful Act**, provided that such **Staffing Wrongful Act** occurred during the **Policy Period**.

### II. DEFINITIONS

A. "**Client Contracts**" means express written contracts entered into by any of the **Named Insured's** clients with the **Named Insured**, or one of its **Subsidiaries**, for the sole and exclusive purpose of providing **Personnel Consulting Services** and/or **Temporary Help Services**.

B. "**Insured Individual**" means, individually and collectively:

1. any **Named Insured** that is a natural person;
2. any director, officer, trustee or employee of the **Named Insured**; and
3. any individual contracted to perform work for the **Named Insured** or who is an independent contractor for the **Named Insured**, but only while such individual performs work or services solely for or on behalf of the **Named Insured**;

C. "**Insured**" means, individually and collectively:

1. A **Named Insured**; and
2. The **Insured Individual**.

D. "**Insured Services**" means the performance of **Personnel Consulting Service** or **Temporary Help Services**.

**Insured Services** does not include acts or services related to any position for employment as an (a) architect, engineer or surveyor; (b) investment counselor, investment broker or dealer, financial planner, or investment advisor; or (c) any candidate(s) whose services are directly related to the provision of medical care or services, including but not limited to, medical care provider, pharmacist, nutritionist, chiropractor, dentist, dental assistant, hygienist, nurse, physician, physician's assistant or home health aide.

E. "**Personnel Consulting Services**" means the selection, recruitment or placement of any candidate(s) for permanent employment with a client of the **Named Insured**. The term client, as used in this definition, does not include any **Insureds**, any entity owned or controlled by any **Insureds**, any person or entity owning or controlling or under common ownership or control with any **Insured** or any entity of which any **Insured** is a director, officer, partner or principal shareholder.

- F. **"Personal Injury"** means injury, including mental anguish or emotional distress, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- G. **"Temporary Help Services"** means the selection, recruitment or placement of any candidate(s) for temporary employment with a client of the **Named Insured**. The term client does not include any of the **Insureds**, any entity owned or controlled by the **Named Insured**, any person or entity owning or controlling or under common ownership or control with the **Named Insured** or any entity of which any **Insured** is a director, officer, partner or principal shareholder.
- H. **"Staffing Wrongful Act"** means any negligent act, error or omission, negligent misrepresentation, misleading statement, breach of duty or any alleged **Personal Injury** that is actually or allegedly committed by any **Insured** or any person or entity for whom the **Insured** is legally responsible, but only in the performance of **Insured Services** for or on behalf of the **Named Insured**.
- I. **"Wrongful Act"** means any **Staffing Wrongful Act**.

### III. EXCLUSIONS

- A. The **Insurer** is not obligated to pay **Loss** or **Defense Costs** or defend **Claims**:
1. for the breach of express warranties, guarantees or contracts; provided, that solely with respect to allegations of breach of contract, this exclusion shall not apply to:
    - (a) any liability that would have attached in the absence of such contract; or
    - (b) any written indemnification or hold harmless agreement entered into by an **Insured** in connection with a **Client Contract**;
  2. based upon or arising out of, whether direct or vicarious, insolvency or bankruptcy of:
    - (a) any **Insured**; or
    - (b) any enterprise in which any **Insured** owns an interest;
  3. brought or maintained by or on behalf of any **Insured**;
  4. based upon or arising out of any salary, wages or other employment-related benefits that an **Insured** is obligated to pay to an employee under an express written contract either to commence or continue employment or to make any payment in the event of a termination of employment; or
  5. based upon or arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Retaliation, Harassment** or **Discrimination** by an **Insured** against an **Employee** of the **Named Insured** or prospective employee of the **Named Insured**.
- B. The exclusion set forth in Section II. 2. of the General Terms and Conditions of this Policy shall not apply to any actual or alleged mental anguish or emotional distress in any **Claim** for a **Staffing Wrongful Act**.

C. This insurance does not apply to **Wrongful Acts**, whether known or unknown:

1. which first occurred or which are alleged to have occurred, prior to the inception date of this Policy, even if the **Wrongful Acts** continue or progress into the **Policy Period** of this insurance; or
2. which are, or which are alleged to be, in the process of occurring as of the inception date of this Policy, even if the **Wrongful Acts** continue or progress into the **Policy Period** of this insurance.

All **Wrongful Acts** arising from an event or series of related events shall be deemed to occur at the time of the first such **Wrongful Acts**, even though the events giving rise to such **Wrongful Acts** may be continuous or repeated and even though the nature, type or extent of such **Wrongful Acts** may be continuous, progressive, cumulative, changing or evolving, and regardless whether such **Wrongful Acts** are known by or apparent to any person or **Insured**.

#### IV. NOTICE OF CLAIM

If any **Claim** is made against an **Insured**, the **Insured** shall, as soon as practicable, give written notice of such **Claim** to the **Insurer** and forward every demand, notice, summons or other process received by the **Insured**.