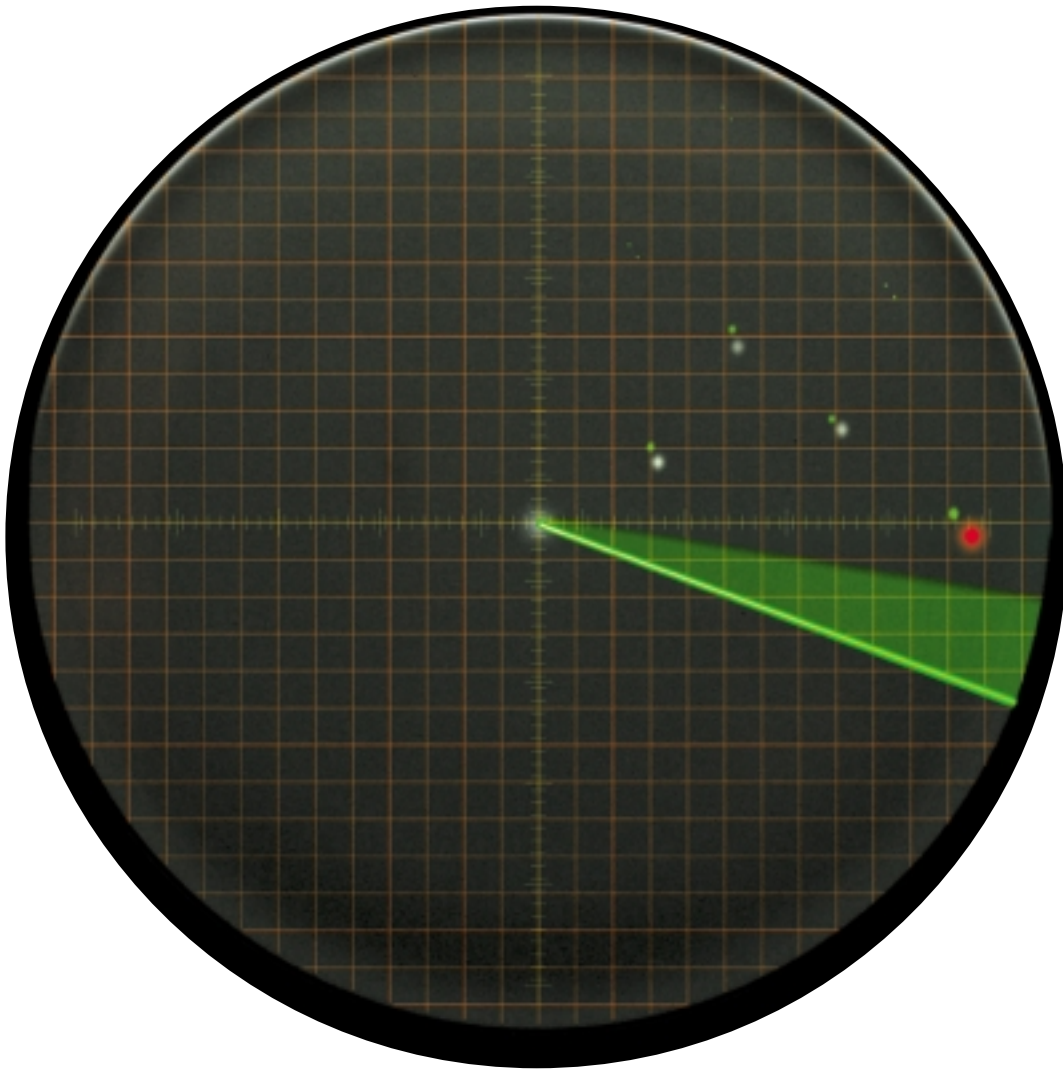




**ForeFront Portfolio<sup>SM</sup>**  
Employment Practices Liability Insurance



OUTSTANDING

## Even the smallest employee dispute can turn into expensive litigation.

Spurred by federal legislation, monetary awards for employment-related claims—for harassment, discrimination, wrongful termination, retaliation, defamation, unfair hiring practices, and other workplace torts—are steadily rising, with no end in sight.

Employment-related claims can have a serious financial impact on a company's bottom line. Chubb specifically developed **ForeFront Portfolio<sup>SM</sup> Employment Practices Liability Insurance (EPLI)** with the employment practices liability (EPL) exposures of privately owned companies in mind.

### Key Coverage Features

- **Comprehensive definition of covered allegations.** ForeFront Portfolio EPLI offers broad coverage for allegations of discrimination, wrongful employment decisions, sexual harassment, workplace tort, and retaliation.
- **Broad coverage includes protection for the entity and its people.** Our policy helps protect the company as well as the accused executives and employees.
- **Broad definition of insured persons,** including directors and officers; members of the board of managers or management committee members; in-house general counsel; part-time, seasonal, leased, and temporary employees; and volunteers worldwide. Executives' and employees' spouses who are named as co-defendants are also covered.
- **Optional third-party coverage for sexual harassment and discrimination allegations.\*** Chubb's optional coverage enhancement responds to claims of sexual harassment and discrimination brought by customers, vendors, service providers, and other business guests.
- **Broad definition of third party** includes customers, vendors, service providers, or other business invitees of the company.
- **Access to EPL loss prevention program.** Customers receive access to a wide array of loss prevention services designed to equip organizations with effective policies and procedures to safeguard their workforce from employment-related claims.
- **Broad definition of employment claim** includes written demands for monetary damages or non-monetary relief, including written demands for reinstatement; civil, arbitration, formal administrative, regulatory, or tribunal proceedings, including any Equal Employment Opportunity Commission (EEOC) proceeding; written notices of violation and orders to show cause or written demands for damages by the Office of Federal Contract Compliance Program; and written requests to toll or waive the statute of limitations.

- **Broad definition of sexual harassment**, including unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature.
- **Broad definition of retaliation.**
- **Broad definition of discrimination.**
- **Duty to defend.** Chubb spares businesses the worry of selecting qualified legal assistance and helps manage a strong defense by assigning expert, seasoned counsel, dedicated to helping secure a positive outcome. And since our goal is to help privately held companies proactively mount the most effective defense possible, they can report circumstances of potential claims to us during the policy period. For actual claims, notify us as soon as practicable and a Chubb claims professional will endeavor to contact the insured within 24 hours of receiving notice.
  - **100% of defense costs paid.** Chubb advances payment for defense costs and pays 100% of the defense costs within the available limits and after payment of any applicable deductible, even if only part of the claim is actually covered.
  - **Generous 70/30 settlement provision.** If an insured withholds consent to a proposed settlement, we will pay 100% of the covered loss incurred up to the time of the proposed settlement, plus 70% of any loss in excess of the proposed settlement, within the policy limits and after the payment of the deductible. This gives customers increased flexibility to decide when to settle.
- **Coverage for punitive or exemplary damages** is provided under the law most favorable to the insurability of these damages of any jurisdiction which has a substantial relationship to the insured, to Chubb, to the policy, or to the claim.
- **Possible waiver of deductible.** If a class-action claim is brought against our insured, and the insured is found to have no liability, in many cases, Chubb may waive the deductible.
- **Automatic coverage for acquisitions that do not increase the total number of employees to the insured organization by more than 25%, for acts that occur after the acquisition.**
  - **Coverage for sold subsidiaries, whether sold before or during the policy period, continues for prior acts.**
  - **Coverage for the parent corporation acquired during the policy period automatically continues until the end of the policy period for acts committed prior to the acquisition.**
  - **Broad extended reporting period.\*** If the company is acquired, or if its policy is terminated or non-renewed for any reason other than nonpayment of premium, an extended reporting period (ERP) for added long-term protection may be purchased. In many cases, three ERP options are available and insured individuals or entities can purchase the ERP up to 60 days after the policy's expiration. Under the ERP, new claims may be reported for acts committed prior to the end of the policy period or the acquisition date, whichever is earlier.

- **Broad definition of insured organization**, including the parent corporation and its subsidiaries, which may include majority-owned entities such as limited liability companies, “controlled joint ventures,” and controlled foundations, charitable trusts, or political action committees; and debtors in possession status.
- **Option for combined or separate liability limits.** Customers can select either a combined limit of liability for all their ForeFront Portfolio liability coverage sections, or a separate limit of liability for each liability coverage section.
- **Noncancelable by Chubb, except for nonpayment of premium.**
- **Worldwide coverage.**

\* Optional coverage features, if selected, may result in additional premium.

## Take Action Today

Why take a chance that an employment-related lawsuit could financially cripple your company? Look for an insurance partner you can trust. For more information about **ForeFront Portfolio EPLI** or our other ForeFront Portfolio coverages, contact your insurance agent or broker, or email [cber-info@chubb.com](mailto:cber-info@chubb.com). Additional information may be found on our Web site at <http://cber.chubb.com>.



### CHUBB EXECUTIVE PROTECTION

#### Chubb Group of Insurance Companies

82 Hopmeadow Street  
Post Office Box 2002  
Simsbury, CT 06070-7683

Phone: 800.432.8168 • Fax: 860.408.2002

Web site: <http://cber.chubb.com>

Email: [cber-info@chubb.com](mailto:cber-info@chubb.com)

For promotional purposes, Chubb refers to the member insurers of the Chubb Group of Insurance Companies underwriting coverage: Chubb Insurance Company of Europe, S.A.; Chubb Insurance Company of Australia, Limited; Chubb Indemnity Insurance Company; Chubb Insurance Company of Canada; Chubb Argentina de Seguros, S.A.; Chubb do Brasil Companhia de Seguros; Chubb de Chile Compañía de Seguros Generales, A.S.; Chubb de Colombia Compañía de Seguros, S.A.; Chubb de Mexico Compañía Afianzadora, S.A. de C.V.; Chubb National Insurance Company; Federal Insurance Company; Great Northern Insurance Company; Northwestern Pacific Indemnity Company; Pacific Indemnity Company; Vigilant Insurance Company; Executive Risk Indemnity Inc.; Executive Risk Specialty Insurance Company; and Quadrant Indemnity Company. Not all insurers do business in all jurisdictions.

This literature is descriptive only. Actual coverage is subject to the language of the policies as issued.

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