



# NEW YORK ADDENDUM TO APPLICATION AND DECLARATIONS FOR CYBER SUITE COVERAGE

## APPLICANT INFORMATION

Company: \_\_\_\_\_

Agent/Producer Name: \_\_\_\_\_ Code: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Policy/Quote Number: \_\_\_\_\_

Name (First Named Insured): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Notice to New York Insureds – New York Cyber Suite Coverage**

I understand and acknowledge that the Cyber Suite Coverage (Cyber Coverage) is a claims-made coverage with defense costs included within the Limit of Liability. This means that the Cyber Suite Third-Party Aggregate Limit of Liability specified in the Supplemental Declarations of the Cyber Suite Coverage (Cyber Coverage) shall be reduced, and may be completely exhausted by, defense costs. To the extent that policy limits are thereby exceeded, the insurer shall not be liable for legal defense costs or for the amount of any judgment or settlement. Should that occur, I shall be liable for any further legal defense costs and damages.

I am aware that the coverage afforded by this Cyber Suite Coverage (Cyber Coverage) Form is limited to only those claims actually made while the Cyber Suite Coverage (Cyber Coverage) remains in effect. All coverage ceases upon termination of the Cyber Suite Coverage (Cyber Coverage), except coverage for claims reported during the Automatic Extended Reporting Period or during the Extended Reporting Period, if purchased.

I understand that the 60-day Automatic Extended Reporting Period shall apply to claims first made against the insured during the sixty (60) days immediately following the effective date of Termination of Coverage. The claims first made must result from incidents, occurrences, computer attacks, malware attacks, cyber extortion threats, personal data compromises, or unauthorized access incidents which took place before Termination of Coverage. I also understand that coverage gaps may arise upon expiration of the Automatic Extended Reporting Period.

I understand that the one (1) year Optional Extended Reporting Period shall apply to claims first made against the insured during the twelve (12) months immediately following the effective date of Termination of Coverage. The claims first made must result from incidents, occurrences, computer attacks, malware attacks, cyber extortion threats, personal data compromises, or unauthorized access incidents which took place before Termination of Coverage. I also understand that coverage gaps may arise upon expiration of the Optional Extended Reporting Period.

I am aware that the nature of claims-made coverage is such that during the first several years of continuing claims-made coverage, claims-made premiums are comparatively lower than occurrence coverage premiums. I understand that I can expect substantial annual premium increases, independent of rate level increases, until the claims-made relationship reaches maturity.

I am aware that legal defense costs that are incurred shall be applied against the deductible up to the amount stated in the Supplemental Declarations. The insurer shall be liable for legal defense costs (except for those due to any offset against liability limits) exceeding that deductible amount up to the Cyber Suite Third-Party Aggregate Limit of Liability specified in the Supplemental Declarations of the Cyber Suite Coverage.

This form must be signed by an authorized representative of the Named Insured listed in the Supplemental Declarations page. This form is an application and shall be attached and made a part of your Policy.

**NEW YORK CYBER SUITE COVERAGE REQUEST**

**Cyber Suite First-Party Aggregate Limit of Liability:** \$ \_\_\_\_\_

**Cyber Suite Third-Party Aggregate Limit of Liability:** \$ \_\_\_\_\_

**Cyber Suite Deductible Amount:** \$ \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Applicant:**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_