



NEW YORK CYBER SUITE COVERAGE

POLICYHOLDER NOTICE TO NEW YORK INSUREDS ADDENDUM TO DECLARATIONS NEW YORK REGULATION 121 ONE (1) YEAR TAIL OPTION

This notice is an addendum to the Supplemental Declarations of the Cyber Suite Coverage (Cyber Coverage) which describes some of the major features of the coverage. This notice shall be attached to and shall become part of the Cyber Suite Coverage (Cyber Coverage) Form.

PLEASE READ THIS NOTICE AND YOUR POLICY CAREFULLY to determine your rights, duties and what is and what is not covered under your Cyber Suite Coverage (Cyber Coverage) Form. Only the provisions of your Cyber Suite Coverage (Cyber Coverage) Form determine the scope of your insurance protection. The following disclosure and notice requirements are being provided in accordance with New York Law:

- 1. THIS COVERAGE IS WRITTEN ON A CLAIMS-MADE BASIS.** 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 MADE DURING THE AUTOMATIC EXTENDED REPORTING PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF PURCHASED.
- 2. EXTENDED REPORTING PERIODS:**

Automatic Extended Reporting Period

THE 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.

One (1) Year Optional Extended Reporting Period

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.

POTENTIAL COVERAGE GAPS MAY ARISE UPON EXPIRATION OF THE EXTENDED REPORTING PERIODS.

3. **THE CLAIMS-MADE RELATIONSHIP** - IN GENERAL, 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 PREMIUM. AN INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.

4. **OPTIONAL EXTENDED REPORTING PERIOD PREMIUM CHARGES**

THE PREMIUM CHARGED FOR THE ONE (1) YEAR OPTIONAL EXTENDED REPORTING PERIOD WILL BE 98% OF THE CURRENT CYBER SUITE COVERAGE (CYBER COVERAGE) PREMIUM IN THE EVENT THAT THE POLICY IS TERMINATED ON THE NEXT ANNIVERSARY DATE.

THERE IS NO ADDITIONAL PREMIUM FOR THE AUTOMATIC EXTENDED REPORTING PERIOD.

5. **RETROACTIVE DATE**

THIS CYBER SUITE COVERAGE (CYBER COVERAGE) FORM PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES, COMPUTER ATTACKS, MALWARE ATTACKS, CYBER EXTORTION THREATS, PERSONAL DATA COMPROMISES, OR UNAUTHORIZED ACCESS INCIDENTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY.

THIS DISCLOSURE SUPPLEMENT GENERALLY DISCUSSES CERTAIN IMPORTANT FEATURES OF THE CYBER SUITE COVERAGE (CYBER COVERAGE) FORM. PLEASE READ THE ENTIRE CYBER SUITE COVERAGE (CYBER COVERAGE) FORM CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER OR OTHER INSURANCE ADVISOR. THE PROVISIONS OF THE CYBER SUITE COVERAGE (CYBER COVERAGE) FORM AND ANY APPLICABLE ENDORSEMENTS THERETO ARE CONTROLLING.