

#### NOTICE TO NEW YORK INSUREDS

## EMPLOYMENT PRACTICES LIABILITY

### AVAILABILITY OF THE OPTIONAL EXTENDED REPORTING PERIOD

### Please be advised of the following:

THIS COVERAGE IS WRITTEN ON A CLAIMS-MADE BASIS. THE COVERAGE AFFORDED BY THIS EPL COVERAGE FORM IS LIMITED TO ONLY THOSE CLAIMS ACTUALLY MADE WHILE THE EPL COVERAGE REMAINS IN EFFECT. ALL COVERAGE CEASES UPON TERMINATION OF THE EPL COVERAGE, EXCEPT COVERAGE FOR CLAIMS MADE DURING THE AUTOMATIC EXTENDED REPORTING PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF PURCHASED.

THEREFORE, AN AUTOMATIC EXTENDED REPORTING PERIOD IS PROVIDED AND AN OPTIONAL EXTENDED REPORTING PERIOD IS AVAILABLE AS FOLLOWS:

## **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. THIS IS PROVIDED AUTOMATICALLY AND THERE IS NO ADDITIONAL PREMIUM FOR THE AUTOMATIC EXTENDED REPORTING PERIOD.

# 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 OR ALLEGED WRONGFUL ACTS OR THIRD PARTY VIOLATIONS WHICH TOOK PLACE BEFORE TERMINATION OF COVERAGE.

THE PREMIUM CHARGED FOR THE ONE (1) YEAR OPTIONAL EXTENDED REPORTING PERIOD WILL BE 98% OF THE CURRENT ANNUAL EPL COVERAGE PREMIUM. YOU MUST ACCEPT THE OPTIONAL EXTENDED REPORTING PERIOD IN WRITING AND PAY THE PREMIUM DUE WITHIN SIXTY (60) DAYS OF THE TERMINATION OF YOUR COVERAGE OR WITHIN THIRTY (30) DAYS OF THIS NOTICE, WHICHEVER IS LATER.

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