

IMPORTANT NOTICE
PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY
CLAIMS-MADE APPLICATION AND DECLARATION PAGE
DISCLOSURE AND NOTICE ADDENDUM
NEW YORK

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

1. Your Public Entity Employment-Related Practices Liability coverage is written on a claims-made basis and covers only claims or "suits" for covered "employment loss" that are first made or brought during the policy period or any applicable Extended Reporting Period.
2. Your Public Entity Employment-Related Practices Liability coverage will not apply to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" that was committed before the Retroactive Date.
3. Your Public Entity Employment-Related Practices Liability coverage ceases upon the termination date or upon the expiration date of the policy period, except for the Basic Extended Reporting Period or the Supplemental Reporting Period, if it applies.
4. The length of the Basic Extended Reporting Period is 90 days. The length of the Supplemental Extended Reporting Period is one year. Potential gaps in coverage may exist after the expiration of the Basic Extended Reporting Period or the Supplemental Extended Reporting Period if it applies.
5. Claims-made rates during the first several years of claims-made coverage are comparatively lower than occurrence rates. Substantial annual premium increases, independent of overall rate increases, can be expected until the claims-made relationship reaches maturity.
6. The premium charge for the Supplemental Extended Reporting Period endorsement will not exceed 75% of the annual premium for the last policy year of your Public Entity Employment-Related Practices Liability coverage.
7. Your Public Entity Employment-Related Practices Liability coverage may include "defense expenses" within, and not in addition to, the limits of insurance. If "defense expenses" are within the limits of insurance, 100% of the limits of insurance and deductible may be used up by the payment of judgments, settlements or "defense expenses". Once the limits of insurance have been used up, we will not be liable for the payment of "defense expenses", or the amount of any judgment or settlement. The term "defense expenses" is defined in the coverage form.