

## ADVISORY NOTICE TO POLICYHOLDERS

### 2023 GENERAL LIABILITY MULTISTATE ENDORSEMENTS ADDRESSING CYBER, DATA PRIVACY AND ORDER OF RESPONSE

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new and revised endorsements which applies to your renewal policy being issued by us.

#### **FOR USE WITH THE COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART**

##### **CG 00 69 – Exclusion – Violation Of Law Addressing Data Privacy**

When this endorsement is attached to your policy, an exclusion is added to Coverage **A** and Coverage **B** that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

##### **CG 04 25 – Cyber Incident Liability Coverage Subject To Each Cyber Incident Occurrence And Aggregate Limits**

When this endorsement is attached to your policy, limited coverage is generally provided under Coverage **A** for damages because of bodily injury or property damage caused by a cyber incident, and coverage under Coverage **B** is excluded for personal and advertising injury arising out of a cyber incident. Coverage for damages provided by this endorsement is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit shown on the Schedule of the endorsement.

Attachment of this endorsement may represent a broadening of coverage to the extent that other policy provisions may exclude coverage for liability arising out of cyber incidents.

To the extent that coverage for liability arising out of cyber incidents is already provided on the policy, in the absence of this endorsement, then attachment of this endorsement may represent a reduction in coverage when the Cyber Incident Aggregate Limit selected is less than the policy's General Aggregate Limit or Products/Completed Operations Aggregate Limit, whichever applies, or the applicable limit otherwise available under Coverage **A**.

##### **CG 04 37 – Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage – Subject To Cyber Incident Exclusion**

This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "electronic data that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement **CG 21 06** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage. However, attachment of this endorsement when Endorsement **CG 21 08** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage **B** Only) (12/2023 edition) is attached to the same policy may represent a broadening of coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement **CG 40 35** Exclusion – Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

#### **CG 04 71 – Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage – Subject To Cyber Incident Exclusion – Deletion Of Bodily Injury Exception**

This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "electronic data that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement **CG 21 06** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage. However, attachment of this endorsement when Endorsement **CG 21 08** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage **B** Only) (12/2023 edition) is attached to the same policy may represent a broadening of coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement **CG 40 35** Exclusion – Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

#### **CG 04 95 – Cyber Incident Liability Coverage And Loss Of Electronic Data Liability Coverage Subject To Loss Of Electronic Data, Each Cyber Incident Occurrence And Aggregate Limits**

When this endorsement is attached to your policy, limited coverage is generally provided under Coverage **A** with respect to damages because of bodily injury or property damage caused by a cyber incident, and coverage under Coverage **B** is excluded for personal and advertising injury arising out of a cyber incident. The endorsement also provides coverage under Coverage **A** with respect to loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that results from physical injury to tangible property. Coverage for damages provided by this endorsement is subject to either the Loss Of Electronic Data Limit or the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit shown on the Schedule of the endorsement.

With respect to loss of electronic data liability, attachment of this endorsement represents a broadening of coverage when such loss of data results from physical injury to tangible property. If this endorsement replaces Endorsement **CG 04 37**, loss of electronic data liability coverage generally remains the same.

With respect to cyber incident liability, attachment of this endorsement may represent a broadening of coverage to the extent that other policy provisions may exclude coverage for liability arising out of cyber incidents.

Otherwise, to the extent that coverage for liability arising out of cyber incidents is provided on the policy in the absence of this endorsement, attachment of this endorsement may represent a reduction in coverage when the Cyber Incident Aggregate Limit selected is less than the policy's General Aggregate Limit or Products/Completed Operations Aggregate Limit, whichever applies, or the applicable limit otherwise available under Coverage **A**.

#### **CG 21 06 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information**

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury, property damage and personal and advertising injury arising out of access or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

#### **CG 21 08 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage B Only)**

This endorsement is revised, in part, to add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

The changes in this revised endorsement are a reinforcement of coverage intent.

#### **CG 21 85 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception**

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion **p. Electronic Data** under Coverage **A**.

Attachment of this endorsement replacing Endorsement **CG 21 07 Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included** results in no coverage impact with respect to loss of electronic data in Coverage **A**. Otherwise, attachment of this endorsement results in reduction of coverage.

#### **CG 24 56 – Excess Insurance Provision – Order Of Response – When You Are An Additional Insured On Other Insurance**

When this endorsement is attached to your policy, Paragraph **b.(1)(b)** of the Other Insurance Condition is revised by deleting the word "primary" so that your CGL policy may be excess over any other policy (whether primary, excess, contingent or on any other basis) for which you have been added as an additional insured.

Attachment of this endorsement has no impact on coverage, but when you are added as an additional insured to another insurance policy, your own policy limits may potentially be preserved until limits applicable to the other policy on which you were added as an additional insured are exhausted first.

#### **CG 40 35 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded under Coverage **A** and Coverage **B** with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

## **FOR USE WITH THE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

### **CG 33 53 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information**

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury or property damage arising out of access to or disclosure of confidential or personal material or information, the changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

### **CG 34 92 – Cyber Incident Liability Coverage Subject To Each Cyber Incident Occurrence And Aggregate Limits**

When this endorsement is attached to your policy, limited coverage is generally provided for damages because of bodily injury or property damage caused by a cyber incident. Coverage for damages provided by this endorsement is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit shown on the Schedule of the endorsement.

To the extent that coverage for liability arising out of cyber incidents may be provided on the policy in the absence of this endorsement, attachment of this endorsement may represent a reduction in coverage when the Cyber Incident Aggregate Limit selected is less than the policy's Aggregate Limit or the applicable limit otherwise available under the Coverage Part.

### **CG 34 97 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded with respect to bodily injury or property damage arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

### **CG 34 98 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception**

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion I. Electronic Data.

Attachment of this endorsement replacing Endorsement **CG 33 59 Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included** results in no coverage impact with respect to loss of electronic data. Otherwise, attachment of this endorsement results in reduction of coverage.

## **FOR USE WITH THE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

### **CG 33 53 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information**

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury or property damage arising out of access to or disclosure of confidential or personal material or information, the changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

#### **CG 34 92 – Cyber Incident Liability Coverage Subject To Each Cyber Incident Occurrence And Aggregate Limits**

When this endorsement is attached to your policy, limited coverage is generally provided for damages because of bodily injury or property damage caused by a cyber incident. Coverage for damages provided by this endorsement is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit shown on the Schedule of the endorsement.

To the extent that coverage for liability arising out of cyber incidents may be provided on the policy in the absence of this endorsement, attachment of this endorsement may represent a reduction in coverage when the Cyber Incident Aggregate Limit selected is less than the policy's Aggregate Limit or the applicable limit otherwise available under the Coverage Part.

#### **CG 34 97 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded with respect to bodily injury or property damage arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

#### **CG 34 98 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception**

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion I. Electronic Data.

Attachment of this endorsement replacing Endorsement **CG 33 59** Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included results in no coverage impact with respect to loss of electronic data. Otherwise, attachment of this endorsement results in reduction of coverage.

### **FOR USE WITH THE ELECTRONIC DATA LIABILITY COVERAGE PART**

#### **CG 33 63 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information**

This endorsement is revised to delete the provisions addressing the Unauthorized Use Of Electronic Data Exclusion, replace "damages" with "loss of electronic data" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

The changes in this revised endorsement are a reinforcement of coverage intent.

#### **CG 34 99 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded with respect to loss of electronic data arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.