

Cyber Liability – 1st Layer

Starr Surplus Lines Insurance Company

Starr Surplus Lines Insurance Company

399 Park Avenue
New York, NY 10022
(646) 227-6377

STARR SECURE EXCESS LIABILITY POLICY

POLICY NUMBER: 1000634720211
RENEWAL OF: N/A

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY MAY ONLY APPLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT, IF ANY.

NOTICE: PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

DECLARATIONS

ITEM 1: NAMED INSURED: County of San Bernardino, Arrowhead Regional Medical Center
ADDRESS: 222 West Hospitality Lane, 3rd Floor
San Bernardino, CA 92415

ITEM 2: POLICY PERIOD: From: July 1, 2021 To: July 1, 2022
(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3: LIMIT OF LIABILITY: \$5,000,000 Per Claim/\$5,000,000 Annual Aggregate
Excess Attachment Point
\$5,000,000 Per Claim/\$5,000,000 Annual Aggregate
Aggregate for all coverages combined (including Defense Costs)

ITEM 4: UNDERLYING COVERAGES, UNDERLYING POLICIES & UNDERLYING INSURERS:
COVERAGE: Excess Cyber Liability

Followed Policy:

<i>Insurer</i>	<i>Policy Number</i>	<i>Limits</i>	<i>Policy Period</i>
Indian Harbor Insurance Company	MTP903160107	\$5,000,000 excess of \$500,000 (SIR)	07/01/2021 – 07/01/2022

Excess Policy(ies): N/A

ITEM 5: PREMIUM: \$229,957

ITEM 6: ADDRESS OF INSURER AND ITS AUTHORIZED AGENTS FOR NOTICES UNDER THIS POLICY

A. Claims-Related Notices

STARR ADJUSTMENT SERVICES, INC.
399 PARK AVENUE, 9TH FLOOR
NEW YORK, NY 10022
e-mail: StarrFLPLClaims@starrcompanies.com

B. All Other Notices To The Insurer:

STARR SURPLUS LINES INSURANCE COMPANY
ATTN: PROFESSIONAL LIABILITY DEPARTMENT
399 PARK AVE. 8TH FLOOR
NEW YORK, NY 10022

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested. This policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel

Starr Surplus Lines Insurance Company

STARR SECURE EXCESS LIABILITY POLICY

In consideration of premium paid, Starr Surplus Lines Insurance Company (herein referred to as the “Insurer”) and the Insureds agree as follows:

I. INSURING CLAUSE

The Insurer shall pay the individuals and entities insured under the Followed Policy (also referred to herein as the “Insured”) for loss after exhaustion by payments of all applicable underlying limits solely as a result of payment of losses covered thereunder, jointly or severally by: (i) the Underlying Insurers, as specified in Item 4 of the Declarations, and/or (ii) in place or on behalf of the Underlying Insurers, the Insureds and/or any other source, in accordance with the terms, conditions, limitations and other provisions of the Followed Policy; subject to:

- A. the Limit of Liability as stated in Item 3 of the Declarations; and
- B. all other terms and conditions of, and the endorsements attached to, this Policy.

Notwithstanding the above, this Policy shall not provide coverage broader than that provided by the Followed Policy listed in Item 4 of the Declarations.

In the event of the depletion of the limits of liability of the Underlying Policy(ies) as a result of payment of losses covered thereunder on the terms set forth herein, this Policy shall, subject to the Limit of Liability set forth in Item 3 of the Declarations and to the other terms of this Policy, continue to apply for subsequent losses as excess insurance over the amount of insurance remaining under such Underlying Policy.

In the event of the exhaustion of all of the limits of liability of the Underlying Policy(ies), including satisfaction of any applicable retention or deductible, as a result of payment of losses covered thereunder, on the terms set forth herein and there are remaining limits of liability available under this Policy it shall, subject to the Limit of Liability as set forth in Item 3 of the Declarations and to the other terms of this Policy, continue for subsequent losses as primary insurance and any applicable retention or deductible specified in the Followed Policy shall be imposed under this Policy.

The risk of uncollectability of the limits of liability of such Underlying Policy(ies) for any reason, including but not limited to by reason of financial impairment or insolvency of an Underlying Insurer, is expressly retained by the Insureds, and is not assumed by the Insurer or insured under this Policy.

II. CLAIM & NOTICE PROVISIONS

1. The Insurer shall have the same rights, privileges and protections as the Underlying Insurer of the Followed Policy, including but not limited, as to the Claim provisions of the Followed Policy.
2. All notices required under the Followed Policy to the Underlying Insurer for that policy are required hereunder to be given to the Insurer or Insurer’s authorized agent at the applicable address set forth in Item 6 of the Declarations.

III. REPRESENTATIONS AND WARRANTIES

It is a condition precedent to the Insurer's obligations under this Policy, and the Insured agrees, that all applications, warranty statements, together with attachments and any other materials submitted for this Policy and the Followed Policy, shall be deemed attached to and made a part of this Policy. The Insurer has relied on all such materials, representations and information as being accurate and complete in issuing this Policy.

IV. CHANGES

The Insured agrees that, if after issuance of the Followed Policy, should any change to any Underlying Policy be made by rewrite, endorsement or otherwise, this Policy shall not follow form and provide coverage for such change without the written consent of the Insurer and payment of any required premium, if any, for such change.

V. SUBLIMITS

This Policy shall not follow form to any sub-limit in an Underlying Policy, unless such coverage is specifically endorsed upon this Policy. However, in the event a sub-limit of liability exists in an Underlying Policy and coverage for such is not provided under this Policy, any payments of loss that are subject to such a sub-limit shall be deemed to apply toward the erosion or exhaustion of the limits of liability of the Underlying Policy for purposes of coverage under this Policy.

VI. CANCELLATION CLAUSE

This Policy shall follow the cancellation terms of the Followed Policy except that in the event the Insurer cancels this Policy for non-payment of premium, this Policy shall be void as of the inception date of the Policy Period.

Endorsement No.: 01
This endorsement, effective: July 1, 2021 to July 1, 2022
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1000634720211
Issued to: County of San Bernardino, Arrowhead Regional Medical Center
By: Starr Surplus Lines Insurance Company

RELIANCE ENDORSEMENT
(specified applications)

In granting coverage under this Policy, it is understood and agreed that the Insurer has relied upon the statements, representations and warranties contained in the below-referenced application(s) (including materials submitted thereto and, if such applications are renewal applications, all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the Insureds warrant and represent to the Insurer that the statements, representations and warranties made in such application(s) were accurate on the date such statements and representations were so given. All such statements and representations in the below referenced application(s) are the basis of this Policy and are to be considered as incorporated into this Policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>CARRIER</u>	<u>DATE SIGNED</u>
Cyber Liability Gallagher Application Form	Gallagher	06/21/21

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 02
This endorsement, effective: July 1, 2021 to July 1, 2022
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1000634720211
Issued to: County of San Bernardino, Arrowhead Regional Medical Center
By: Starr Surplus Lines Insurance Company

OFAC ENDORSEMENT

It is understood and agreed that the Policy is amended by adding the following:

OFAC COMPLIANCE

This policy shall not cover any loss in connection with any Claim in the event such coverage would not be in compliance with any United States of America economic or trade sanctions, laws or regulations, including but not limited to the U.S. Treasury Department's Office of Foreign Assets Control, or any similar foreign, federal, state or statutory law or common law.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.: 03
This endorsement, effective: July 1, 2021 to July 1, 2022
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1000634720211
Issued to: County of San Bernardino, Arrowhead Regional Medical Center
By: Starr Surplus Lines Insurance Company

PENDING OR PRIOR LITIGATION EXCLUSION

It is understood and agreed that this Policy shall not cover any loss in connection with any Claim alleging, arising out of, based upon or attributable to, as of the *(11/18/2014)* any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an Insured had notice, including any Claim or loss alleging or derived from the same or essentially the same facts, or the same or related act(s), error(s), omission(s) or Wrongful Act(s), as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 04
This endorsement, effective: July 1, 2021 to July 1, 2022
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1000634720211
Issued to: County of San Bernardino, Arrowhead Regional Medical Center
By: Starr Surplus Lines Insurance Company

FOLLOW FORM TO SPECIFIED SUBLIMIT(S) ENDORSEMENT

It is understood and agreed that:

- A. This Policy will follow form solely to the following sublimit(s) of liability in the Followed Policy (hereinafter "Specified Sublimit(s) of Liability") in the amount(s) set forth below:

Specified Sublimit(s) of Liability Description		Amount
(i)	Sublimit for PCI DSS Coverage Amendatory Endorsement of the Followed Policy	\$5,000,000
(ii)	Sublimit for Consequential Reputation Loss Endorsement of the Followed Policy	\$5,000,000
(iii)	Sublimit for Bricking Coverage Endorsement of the Followed Policy	\$5,000,000

The Specified Sublimit(s) of Liability set forth above shall be the maximum aggregate limit of liability under this Policy for all loss or damages, including defense costs or expenses, from such Specified Sublimit(s) of Liability and shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3., Limit of Liability, of the Declarations and in no way shall be construed to increase the Insurer's Limit of Liability as stated therein.

The coverage provided in this endorsement shall only attach, as applicable, to each Specified Sublimit of Liability excess of all the Specified Sublimit(s) of the Underlying Policy(ies) for each such sublimit after all such sublimits are exhausted solely due to the payment of covered loss thereunder; provided, however that in all events the coverage provided under this endorsement shall only attach for the Specified Sublimit(s) of Liability excess of the amount set forth in Paragraph I. C. herein for the Total Underlying Specified Sub-limit(s) of Liability of the Underlying Policy(ies).

- B. In no event shall this Policy follow or be construed to follow, or provide any coverage under, any other Sublimit(s) of Liability of the Followed Policy not specified in item A. above of this endorsement.
- C. Total Underlying Specified Sublimit(s) of Liability of the Underlying Policy(ies):

Description		Amount
(i)	Sublimit for PCI DSS Coverage Amendatory Endorsement of the Followed Policy	\$5,000,000
(ii)	Sublimit for Consequential Reputation Loss Endorsement of the Followed Policy	\$5,000,000
(iii)	Sublimit for Bricking Coverage Endorsement of the Followed Policy	\$5,000,000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 05
This endorsement, effective: July 1, 2021 to July 1, 2022
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1000634720211
Issued to: County of San Bernardino, Arrowhead Regional Medical Center
By: Starr Surplus Lines Insurance Company

NON-FOLLOW FORM ENDORSEMENT – BUT RECOGNIZE EROSION

It is understood and agreed that this Policy follows the terms and conditions of the Followed Policy (subject to the terms, conditions and exclusions of this Policy), except that in no event shall this Policy follow or be construed to provide any coverage for the following terms, conditions or endorsements of the Followed Policy:

- Voluntary Shutdown Endorsement
- Utility Fraud Endorsement
- Crypto-Jacking
- Telecommunications Fraud
- Cyber Crime Endorsement (Social Engineering Fraud, Funds Transfer Fraud, and Invoice Manipulation)

Provided, however, this Policy shall recognize payment of covered loss made pursuant to the above-referenced terms, conditions or endorsements of the Followed Policy, and any other Underlying Policy(ies) providing such coverage, as reducing the Limits of Liability of the Followed Policy and any such Underlying Policy(ies).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.