

Excess Declarations

INSURER INFORMATION

Insurer: Homeland Insurance Company of New York (non-admitted)

Managing General Agent: Resilience Cyber Insurance Solutions

Broker: Charles Bellingrath
ARC Excess & Surplus of MA
495 Old Connecticut Path, Suite 110

Framingham , MA 01701 US

Notice and Service of Suit: Resilience Cyber Insurance Solutions
+1 (302) 722-7236 (24/7 emergency hotline)
claims@resilienceinsurance.com (preferred)
275 Madison Ave.
Ste. 902
New York, NY 10016

POLICY INFORMATION

Named Insured: Baystate Health

Named Insured Address: 759 Chestnut Street

Springfield, MA 01199 US

Policy Form: REP1 072023 ed.

Policy Number: 720000156-0003

Policy Period: From: 6/1/24 To: 6/1/25
Both at 12:01 a.m. local time at the Named Insured address

COVERAGE SCHEDULE

Resilience Policy Aggregate Limit Of Liability:	Underlying Limit:	Primary Retention:
\$5,000,000	\$5,000,000	\$1,000,000

DROP-DOWN SCHEDULE

Coverage Name:	Underlying Sublimit:	Resilience Sublimit:
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Premium	\$235,000
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MA SL Tax & Fees \$9,400.00
 ARC SL Filing Fee \$250.00

Notice

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance, and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.” (M.G.L.A. 175 §168(c)).

UNDERLYING INFORMATION

Followed Policy:	Insurance Company	Beazley Insurance Company, Inc.
	Policy Number	V12980241301
	Limit	\$5,000,000
	Retention	\$1,000,000

Underlying Insurance: The **Followed Policy** listed above, as well as:

ENDORSEMENTS

#	ID	Name	Comments
1	REE29	Notice of Terrorism Insurance Coverage	mandatory endorsement
2	REE32	Sanction Limitation and Exclusion	mandatory endorsement
3	REE13	Not Follow Form of Underlying Insurance but Recognize Erosion	Invoice Manipulation; Contingent BI/PD, Fraudulent Instruction; Funds Transfer Fraud; Telephone Fraud; Criminal Reward



Authorized Representative: _____ Date: 5/30/24

Charles Pruzinsky

Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act (the Act), as amended, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80%, beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no premium charge for coverage for losses caused by acts of terrorism, as defined in the Act. Since coverage for acts of terrorism, as defined in the Act, is being provided in your policy you do not need to take any action with respect to this notice.

If you have any questions about this notice, please contact your agent.

Sanction Limitation and Exclusion

The Insurer shall not be deemed to provide coverage and shall not be liable to pay any amount otherwise payable or provide any benefit hereunder to the extent that the provision of such cover, payment of such amount or provision of such benefit would expose the Insurer to:

1. any sanction, prohibition or restriction under United Nations resolutions;
2. any trade or economic sanctions, law, regulations of the United States of America, Canada and/or the United Kingdom; or
3. any potential inclusion on the list of Specially Designated National and Blocked Persons issued by the United States Treasury Department's Office of Foreign Asset Control (OFAC).

Not Follow Form of Underlying Insurance but Recognize Erosion

Endorsement Effective Date:

06/01/2024

This endorsement modifies the following insurance:

Resilience Excess

1. This Policy shall not:
 - a. provide coverage pursuant to; or
 - b. follow form of any **Underlying Insurance** to the extent such insurance provides coverage for or under the scheduled coverage sections and/or endorsements below.
2. For purposes of determining when coverage under this Policy shall attach, the **Insurer** shall recognize erosion of the **Underlying Limits** to the extent that coverage is afforded to or under such insurance pursuant to the scheduled coverage sections and/or endorsements below.

Schedule

Invoice Manipulation
Contingent BI / PD
Fraudulent Instruction
Funds Transfer Fraud
Telephone Fraud
Criminal Reward

All other terms and conditions of this Policy remain unchanged.

r Excess Policy

The Insurer agrees with the Named Insured, in consideration of the actual payment of the premium and reliance upon the statements contained in the information and materials provided to the Insurer in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENT

This Policy shall provide coverage in accordance with all of the terms, conditions and limitations of the **Followed Policy**, except for the Limit of Liability, the premium, or as otherwise set forth herein. Coverage under this Policy shall attach only after the **Underlying Limit** has been exhausted through actual payments of the **Underlying Insurance**.

In the event of financial impairment or insolvency of an insurer of the **Underlying Insurance**, the risk of uncollectibility of such **Underlying Insurance** is expressly retained by the **Insureds** and is not covered under this Policy.

DEFINITIONS

Followed Policy	the Followed Policy listed in the Declarations.
Foreign Policy	any policy issued to the Insured outside of the United States of America.
Insureds	all persons and entities covered under the Followed Policy .
Insurer	the Insurer listed in the Declarations.
Named Insured	the Named Insured listed in the Declarations.
Named Insured Address	the Named Insured Address listed in the Declarations.
Policy Aggregate Limit of Liability	the Policy Aggregate Limit of Liability listed in the Declarations.
Policy Period	the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy.
Underlying Insurance	the Followed Policy as well as any other insurance policies identified as Underlying Insurance in the declarations.
Underlying Limit	an amount equal to the aggregate of all limits of liability of the Underlying Insurance .

LIMIT OF LIABILITY

The **Policy Aggregate Limit of Liability** listed in the Declarations is the **Insurer's** combined total limit of liability for all amounts payable under this Policy.

This Policy shall drop down and follow form of the terms, conditions and limitations of such coverage(s) specified in the Drop-Down Schedule listed in the Declarations; provided, that the **Insurer's** aggregate limit

of liability applicable to such coverage shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

CHANGES TO UNDERLYING INSURANCE

If, subsequent to the inception date of this Policy, the terms, conditions or limitations of the **Underlying Insurance** are modified, the **Insureds** must notify the **Insurer** in writing, as soon as practicable, of such modification. If any changes to the **Followed Policy**:

1. expand coverage;
2. change the **Named Insured** or the **Named Insured Address** listed in the Declarations; or
3. modify premium;

this Policy shall not follow those changes unless the **Insurer** agrees to do so in writing.

DEPLETION OF UNDERLYING LIMIT

Unless otherwise specified in the Drop-Down Schedule listed in the declarations, this Policy will provide no coverage excess any sublimit of the **Underlying Insurance**; provided the actual payment of such amount will be recognized as reducing the **Underlying Limit**.

If any amount covered under a **Foreign Policy** and the **Underlying Insurance** expressly provides for the reduction of the **Underlying Limit** following the actual payment under the **Foreign Policy**, the **Insurer** will recognize the actual payment of such amount as reducing the **Underlying Limit**.

INSURER'S RIGHTS

The **Insurer** has the same rights and protections as the insurer of the **Followed Policy** and, where the **Followed Policy** is not issued on an 'insurers duty to defend' basis, the **Insurer** shall have the right, but not the obligation, at their sole discretion, to elect to participate in the investigation, settlement, prosecution or defense of any claim.

NOTICES

Where notice is permitted or required by the **Followed Policy**, the **Insureds** have the same rights and obligations to notify the **Insurer** under this Policy, provided that such notice shall be given to the **Insurer** at the address set forth in the Declarations.

Notice to any other insurer shall not constitute notice to the **Insurer**.

SERVICE OF SUIT

It is agreed that in the event of the **Insurer's** failure to pay any amount claimed to be due under this Policy, the **Insurer** will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the **Insurer's** representative listed in the Declarations, and that in any suit instituted against any one of them upon this contract, the **Insurer** will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or entity named above is authorized and directed to accept service of process on the **Insurer's** behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Insurer's** behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the **Insurer** hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law of the state of New York.