

## CONTRACT ENDORSEMENT

**UMR:** B0507UP2203382

**INSURED:** State of West Virginia as more fully defined in the Primary Policy Wording  
1124 Smith Street, Suite 433, Charleston, WV 25301

**ENDORSEMENT NUMBER** 1

## CONTRACT CHANGES

**ENDORSEMENT EFFECTIVE DATE** 1 July 2022

**CONTRACT CHANGES** It is hereby noted and agreed the following amendments apply hereon:

1. **PREMIUM PAYMENT TERMS** is amended to read as follows:

**PREMIUM PAYMENT TERMS:** PPC5 (TOR) 4/86 Direct (74 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 12 September 2022

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro-rata temporis.

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

2. **SETTLEMENT DUE DATE** is amended to read as follows:

**SETTLEMENT DUE DATE:** 12 September 2022

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

RL - 24 August 2022

CE - 24 August 2022

## AGREEMENT

**ENDORSEMENT AGREEMENTS**



## CONTRACT ENDORSEMENT

**UMR:** B0507UP2203382

**INSURED:** State of West Virginia as more fully defined in the Primary Policy Wording  
1124 Smith Street, Suite 433, Charleston, WV 25301

**ENDORSEMENT NUMBER** 2

## CONTRACT CHANGES

**ENDORSEMENT EFFECTIVE DATE** 1 July 2022

**CONTRACT CHANGES** It is hereby noted and agreed that the following amendments apply hereon:

1. **PREMIUM PAYMENT TERMS** is amended to read as follows:

**PREMIUM PAYMENT TERMS:** PPC5 (TOR) 4/86 Direct (92 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 30 September 2022

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro-rata temporis.

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

2. **SETTLEMENT DUE DATE** is amended to read as follows:

**SETTLEMENT DUE DATE:** 30 September 2022

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

9 September 2022 - TU

9 September 2022 - CE

## AGREEMENT

**ENDORSEMENT AGREEMENTS**

<b>General Underwriters Agreement (GUA)</b> Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader And Agreement Parties	All Underwriters
<p>CHUBB®</p> <p>Chubb Charlene Syrett 9th Sep 2022 12:54 GMT</p> <p>Box 1</p>	<p>Box 2</p>	<p>Box 3</p>

## CONTRACT ENDORSEMENT

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1124 Smith Street, Suite 433, Charleston, WV 25301

**ENDORSEMENT NUMBER** 3

## CONTRACT CHANGES

**ENDORSEMENT EFFECTIVE DATE** 1 July 2022

**CONTRACT CHANGES** It is hereby understood and agreed that the following amendments are made hereon:

1) **SCHEDULE OF PROGRAM SUBLIMITS** are to read as attached

2) The following are added to **CONDITIONS**:

Dishonest Acts Endorsement as attached  
Covered Animals Endorsement as attached  
Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion as attached  
Vacant/Unoccupied Building Endorsement as attached  
Joint or Disputed Loss Agreement as attached  
Occurrence Limit of Liability Endorsement as attached  
Law Enforcement Animals as attached  
Pollution Endorsement as attached  
Commercial Property Exclusion as attached

3) The following within **CONDITIONS** are deleted:

NMA1191 Radioactive Contamination Exclusion Clause  
NMA2415 Additional Limitations and Conditions Endorsement  
LMA5019 - Asbestos Endorsement LMA5019  
LMA5018- Microorganism Exclusion (Absolute)

4) The following within **Conditions**:

'Excess Physical Damage Form LPO348C amended to follow primary as far as applicable,

plus Time Element Extension LPO349C amended.

Underlying Primary Insurer:- .

Underlying Policy Number:-

90 Days Cancellation Clause except 10 Days for non-payment of premium as per Primary Wording

are amended to read:

'Excess Physical Damage Form LPO348C amended to follow primary as far as applicable, plus Time Element Extension LPO349C amended.

Underlying Primary Insurer: Princeton Excess and Surplus Lines Insurance Company

Underlying Policy Number: N1-A3-PP-00000033-00

120 Days Cancellation Clause as per Primary Wording'

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**


RL - 10 March 2023

TU - 10 March 2023

SCHEDULE OF PROGRAM SUBLIMITS & Endorsements B - J

# AGREEMENT

ENDORSEMENT  
AGREEMENTS

<b>General Underwriters Agreement (GUA)</b> Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader And Agreement Parties	All Underwriters
		
Chubb James Chiappa 14th Mar 2023 14:06 GMT		
Box 1	Box 2	Box 3

## **SCHEDULE OF PROGRAM SUBLIMITS & Endorsements B - J**

Attaching to and forming  
part of B0507UP2203382



## SCHEDULE OF PROGRAM SUBLIMITS

- A. USD10,000,000 Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8.N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways.
- B. USD10,000,000 Per Occurrence Newly Acquired Real and Personal Property
- C. USD5,000,000 Per Occurrence "Coal Mine Subsidence" for State-Owned Property  
USD200,000 Per Structure "Coal Mine Subsidence" for Non-State Owned Property  
However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State Owned Property ever exceed USD5,0000,000 in any one occurrence.
- D. USD1,000,000 Per Occurrence and subject to USD2,000,000 in the annual aggregate Employee Dishonesty for entities listed in Named Insured 1. C.
- E. USD1,000,000 Per Occurrence and subject to USD2,000,000 in the annual aggregate Forgery or Alteration for entities listed in Named Insured 1. C.
- F. USD1,000,000 Per Occurrence Theft, Disappearance and Destruction for entities listed in Named Insured 1.C.
- G. USD5,000,000 Per Occurrence Disappearance and Destruction for Capital Complex
- H. USD1,000,000 Per Occurrence Disappearance and Destruction All Other Locations
- I. USD 10,000,000 Per Occurrence Earnings
- J. USD10,000,000 Per occurrence and Annual Aggregate for Named Insured 1. A. Risk Management schedule ONLY (TIV of USD12,209,446,076) subject to per building maximum of USD500,000 and contents per building maximum of USD500,000 but limited to the maximum amount for type and occupancy of buildings that could be recovered from a policy of the National Flood Insurance Program. USD10,000,000 is excess of deductible stated elsewhere herein.
- K. USD5,000,000 Per Occurrence and Annual Aggregate as respects "flood" for licensed automotive vehicles and other similar property of a mobile nature for Automobile Physical Damage subject to limitations contained in paragraph 8.M of the policy for the State of West Virginia and West Virginia County Boards of Education.
- L. USD1,000,000 Per Occurrence Property In Transit/Registered Mail
- M. USD1,000,000 Per Occurrence as respects Alterations, Additions, and Renovations to Existing Property

N. USD10,000	Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Exclusions) subject to USD100,000 annual aggregate
O. USD250,000	Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD1,000,000 annual aggregate
P. USD1,000	Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense
Q. USD1,000,000	Per Occurrence as respects Off Premises Services Interruption (Property Damage and Business Income combined)
R. USD1,000,000	Per Occurrence for each respects Demolition Cost and Increased Cost of Construction
S. USD175,000,000	Per Occurrence in respect of Fine Arts
T. USD50,000,000	Per Occurrence in respect of Contingent Business Interruption and Extra Expense

## ENDORSEMENT NUMBER B

### Dishonest Acts Endorsement

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

It is agreed that:

Vandalism and/or destruction of Real and Personal Property of the Insured by an **“employee”**, or public official, elected, appointed and/or a volunteer, shall not be considered a dishonest act.

## ENDORSEMENT NUMBER C

### Covered Animals Endorsement

This endorsement modifies insurance provided under the following:

STATE OF WEST VIRGINIA ALL RISKS COVERAGE FORM

It is agreed that:

The following coverage is added to Section 6. B.

#### Covered Animals

I. This policy is extended to cover direct physical loss of **“covered animals”** while at or within 1,000 feet of the Covered Location, or while in transit, within the coverage territory, caused by or resulting from any of the following causes of loss, not otherwise excluded under this policy:

- a. Any **“covered cause of loss”**;
- b. Collision, upset or overturn of a transporting vehicle; or
- c. Theft, including attempted theft and loss of a **“covered animal”** from a Covered Location when it is likely that the **“covered animal”** has been stolen;

provided such **“covered cause of loss”** directly results in the death, necessary humane destruction or, in the case of theft of a **“covered animal”** that is not found and returned, the total loss of the **“covered animal”**.

II. The exclusion of animals under Section 7. C. of the Property Excluded section does not apply to this extension of coverage.

III. The most we will pay per **“occurrence”** under this extension of coverage is the Limit of Insurance shown below:

Any One Occurrence and Annual Aggregate Limit of Insurance - USD300,000

Each Covered Animal Limit of Insurance - USD10,000

However:

- a. The most we will pay per **“occurrence”** for any one **“covered animal”** is the Each Covered Animal Limit of Insurance.
- b. The most we will pay for loss of all **“covered animals”** occurring in each separate 12-month period of this policy (beginning with the effective date of this policy), regardless of the number of **“occurrences”** or animals involved, is that Annual Aggregate Limit of Insurance.

IV. In the event of loss under this extension of coverage, we will determine the value of **“covered animals”** at replacement cost at the time of loss of such animals, prior to

any training or other work performed on the animals by you, or on your behalf, in your business operations.

- V. As used in this endorsement, “**covered animals**” means animals that are:
- a. Owned by you or the animals of others in your care custody and control; and
  - b. Used in your operations.

All other provisions of the policy remain unchanged

## ENDORSEMENT NUMBER D

### VACANT/UNOCCUPIED BUILDING ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

I. The following definitions are added to Section 5. Definitions in the policy:

- Q.** The terms "**vacant**", "**vacancy**", or "**vacant building**" mean any building, or structure, which is declared with a value to the West Virginia Board of Risk and Insurance Management, which for a period of 90 days does not contain enough business personal property to conduct customary operations, except that:
1. Buildings under construction, or being actively remodeled are not considered vacant, and
  2. If the Insured is a tenant, vacancy is determined in the context of the unit or suite rented or leased to the Insured tenant; if the Insured tenant's premise contain enough business personal property to conduct customary operations the Insured tenant is not subject to any of the vacancy penalties even if the remainder of the building is totally empty; and
  3. If the Insured is the building's owner, the entire building will be considered, not just the portion (if any) occupied by the Insured building owner, and the building will be considered vacant unless at least 31 percent of its total square footage is used to conduct customary operations by an Insured owner, or by a lessee or sub-lessee to whom the building is rented.
- R.** The terms of "**unoccupied**" or "**unoccupied building**" mean any building or structure which is declared with a value to the West Virginia Board of Risk and Insurance Management, in which the customary activities or operations of the Insured have been suspended for a period of 90 days, but business personal property has not been removed.

II. The following additions are made to Section 6. Coverage and Valuation in the policy:

- A. Section 6.C.3.. is amended as follows:
3. Real and Personal Property other than Stock and Improvements and Betterments  
Except for "**vacant buildings**", the cost to repair or replace the damaged property, without deduction for depreciation, with materials or like kind, size, capacity and quality subject to:
    - a. Liability under these terms shall not exceed the lessor of the following:
      - i. The values on file with West Virginia Board of Risk and Insurance Management;
      - ii. The cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality;
      - iii. The actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at time of loss.

- b. In the event that replacement with the kind and quality cannot be accomplished, the basis of loss adjustment will be the replacement cost new of unlike kind and quality to restore the function which existed prior to loss.
          - c. In the event of loss or damage to property which is not repaired, rebuilt or replaced within two years from the date of loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.
  - B. Section 6.C.8. is added as follows:
    - 8. Vacant Buildings
      - a. For any "**vacant building**", not owned by the State of West Virginia, liability under these terms shall not exceed the lesser of the follow:
        - i. The declared values on file with the West Virginia Board of Risk and Insurance Management less 25%; or
        - ii. the actual cash value (with proper deduction for depreciation) of the property destroyed, less 25%; however
        - iii. any deductible shall be applied after the conditions imposed by i. or ii., above.
      - b. For any "**vacant building**", owned by the State of West Virginia, the conditions imposed by subsection a., above, do not apply, and loss adjustment shall be as otherwise described in this policy.
- III. The following additions are made to Section 8. Exclusions in the policy:
  - U. As respects buildings or structures which are "vacant", the Company is not obligated to pay for loss or damage resulting from any of the following perils:
    - 1. vandalism
    - 2. building glass breakage
    - 3. water damage, except as may be caused by sprinkler leakage
    - 4. theft
    - 5. attempted theft

All other provisions of the Policy remain unchanged

## ENDORSEMENT NUMBER E

### JOINT OR DISPUTED LOSS AGREEMENT

**This endorsement changes the policy. Please read it carefully.**

- A. This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial property policy are in effect;
  2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
  3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B. This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
  2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C. The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
  2. The damage to the Covered Property was caused by a loss for which:
    - a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
    - b. Either:
      - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
        - (a) All liability exists under the boiler and machinery policy; or
        - (b) Some liability exists under both the boiler and



machinery policy and this commercial property policy;

(2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:

- (a) All liability exists under this commercial property policy; or
- (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;  
or

(3) Both the boiler and machinery insurer(s) and we:

- a) Do not admit to any liability for payment; and
- b) Contend that some or all liability exists under the other insurer's policy;

3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.

D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:

1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

#### E. Arbitration

1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

#### F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

## ENDORSEMENT NUMBER F

### OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following terms and conditions will apply to this policy:

1. The amount of insurance shown on the face of this policy is an amount per **“occurrence”**. In no event will the liability of this Company exceed the amount in any one **“occurrence”**, disaster or casualty, irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with the Company. In the event of a **“covered cause of loss”**, liability of the Company shall be limited to the least of the following:
  - a. the actual adjusted amount of a **“covered cause of loss”**, less applicable deductible(s);
  - b. for a **“covered cause of loss”** sustained to any specifically scheduled item or element of coverage, as scheduled in the most current Statement of Values on file with the Company, 100% of the individually stated amount of each individually scheduled item or element of coverage, less applicable deductibles, regardless of any reference to any sum total amount of specifically scheduled items or elements of coverage by location as may be listed or contained in the Statement of Values.
  - c. the Limit of Liability or amount of insurance shown on the face of this policy.

## ENDORSEMENT NUMBER G

### LAW ENFORCEMENT ANIMALS

This endorsement modifies insurance provided under the following: All Risks Coverage Form

The following coverage is added to Section 6.B. Real and Personal Property: Law Enforcement Animals

1. As used in this Endorsement, a law enforcement animal means an animal that participates in law enforcement duties for you under the direction of your law enforcement agency and its employees, and includes police dogs and horses from equestrian units, rescue animals and search animals.
2. We will pay for direct physical loss of your law enforcement animals caused by any of the following causes of loss:

Death or injury caused by another while within the course of duty other than such death or injury caused by:

- (1) You or your employees;
- (2) Anyone acting under your or your employees' direction or with your consent; or
- (3) Anyone else to whom you entrust the animals;

that results in the death, necessary humane destruction or, in the case of theft, the total loss of the animals.

\*\* All Law Enforcement Animals: USD30,000 per occurrence

\*\* Any One Law Enforcement Animal: USD10,000 per occurrence

3. Under Section 7.C., Property Excluded, the exclusion of animals does not apply to the coverage provided by this endorsement.
4. The insurance provided under this endorsement does not apply to loss caused by the necessary humane destruction of any animal unless the humane destruction is itself made necessary by a cause of loss listed in provision 2. Above.

5. The most we will pay for loss of all law enforcement animals in any one occurrence under this endorsement is the limit of insurance shown in Paragraph 2. For All Law Enforcement Animals.

Subject to the All Law Endorsement Animals Limit of Insurance, the value of each animal lost in any one occurrence is agreed to be the Limit of Insurance shown in Paragraph 2. For Any One Law Enforcement Animal.

## **ENDORSEMENT NUMBER H**

### **POLLUTION ENDORSEMENT**

It is agreed that:

Notwithstanding any language to the contrary in the following endorsements, the Pollutant Contamination coverage provided by this policy shall be subject to the limits of liability shown in 3. LIMITS OF LIABILITY,

1. Commercial Property Exclusion Endorsement
2. Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion Endorsement

## **ENDORSEMENT NUMBER I**

### **COMMERCIAL PROPERTY EXCLUSION**

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following exclusion is added to the policy:

#### **1. EXCLUSIONS**

##### **A. POLLUTANTS AND CONTAMINANTS EXCLUSION**

1) As used in this endorsement, Pollutants or Contaminants means:

- a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  
- b. Pollutants or contaminants include but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances.

2) This policy does not cover any of the following.

- a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;
  
- b. The expense or cost to extract or remove pollutants or contaminants from debris;
  
- c. The expense or cost to extract or remove pollutants or contaminants from land or water;

- d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;
- e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
- f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
- g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
- h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

### 3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the “**covered cause of loss**” occurs. This additional coverage does not increase the policy limit of insurance.

### B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) “**Materials**” means Asbestos, Dioxin, and Polychlorinated Bisphenols.
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the following:



- a. Removal of **"Materials"** from any goods, products, structures or debris;
- b. Demolition, increased cost of reconstruction repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such **"Materials"**;
- c. Any governmental direction or request declaring that such **"Materials"** present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
- d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

### 3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at insured locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the **"covered cause of loss"** occurs. This additional coverage does not increase the policy limit of insurance.

### C. NUCLEAR EXCLUSION CLAUSE

- 1) The Company shall not be liable for loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- 2) This policy will not cover any cost or expense to defend any claim or suit or pay any damages, loss or expense or obligation, resulting from nuclear reaction, nuclear radiation or radioactive contamination, however caused.

#### D. FINES OR PENALTIES

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

#### 2. OTHER INSURANCE CONTRACTS

Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

## ENDORSEMENT NUMBER J

### MOLD, FUNGI, WET OR DRY ROT AND BACTERIA EXCLUSION

It is agreed that:

#### I. EXCLUSIONS

This policy does not cover:

- A. Loss or damage caused directly or indirectly by mold or other fungi, wet or dry rot, or bacteria;
- B. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold or other fungi, wet or dry rot, or bacteria; or
- C. Any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

This mold or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

#### II. LIMITED COVERAGE FOR MOLD, FUNGI, WET OR DRY ROT AND BACTERIA

This policy is extended to cover, subject to a maximum total limit of USD10,000 per **“occurrence”**, loss or damage directly caused by or resulting from mold or other fungi, wet or dry rot, or bacteria if such mold or other fungi, wet or dry rot, or bacteria is directly caused by or results from one or more of the following causes that occurs during the policy period:

- Fire;
- Lightning;
- Explosion;
- Windstorm;
- Hail;

- Smoke;
- Vehicles;
- Aircraft;
- Civil disturbance;
- Riot;
- Vandalism;
- Sprinkler leakage;
- Leakage from fire extinguishing equipment;
- "Sinkhole collapse";
- Volcanic action;
- Falling objects;
- Weight of snow, ice or sleet;
- Water damage; or
- Collision, or upset or overturn of a transporting vehicle:
  - 1) at locations occupied by the Insured; or
  - 2) away from the locations occupied by the Insured when the transporting vehicle is owned, operated, rented, leased or borrowed by the Insured.

If this policy includes coverage for "**flood**", "**earthquake**" or earth movement it will be considered a covered peril for mold or other fungi, wet or dry rot, or bacteria.

As applied to this limited coverage for loss or damage by mold, fungi, wet or dry rot, and bacteria, "loss or damage" means:

- A. Direct physical loss or damages to Covered Property by mold, fungus, wet or dry rot or bacteria, including the cost of removal of the mold, fungus, wet or dry rot or bacteria;

- B. The cost to tear out and replace any part of the building or other property as needed to gain access to the mold, fungus, wet or dry rot or bacteria; and
- C. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that mold, fungus, wet or dry rot or bacteria are present.

The maximum total limit provided by this coverage extension is USD10,000 per “**occurrence**” regardless of the number or type of coverages that may apply, the number of locations to which this coverage extension applies, or regardless of the number or type of mold or other fungi, wet or dry rot, or bacteria that caused the loss or damage. When this agreement and any other insuring agreement or endorsement written by the Company applies to the same mold or other fungi, wet or dry rot, or bacteria loss, USD10,000 is the most the Company will pay on a combined total basis for all such loss. This amount is not in addition to the limits of coverage for real or personal property, “**flood**”, “**earthquake**” or earth movement or time element coverage as specified elsewhere in this policy.

### III. DEFINITIONS

#### A. Mold or other fungi means:

- 1) any type or form of mold or mildew;
- 2) any other type or form of fungus; or
- 3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

#### B. Bacteria means:

- 1) any type or form of bacterium; or
- 2) any byproduct that is produced or released by such bacterium.

## RISK DETAILS

<b>UMR:</b>	B0507UP2203382
<b>TYPE:</b>	ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING FLOOD AND EARTHQUAKE
<b>INSURED:</b>	State of West Virginia as more fully defined in the Primary Policy Wording 1124 Smith Street, Suite 433, Charleston, WV 25301
<b>PERIOD:</b>	From 01-July-2022 to 01-July-2023, beginning and ending 12:01 AM at the location of the property insured.
<b>INTEREST:</b>	Real and Personal Property, including Property in the Care, Custody and Control of the Insured for which the Insured are legally liable to insure, Improvements and Betterments, Business Interruption, Extra Expense, Contingent Business Interruption, Rental Value, Leasehold Interest, Property in the Course of Construction, Property in Transit, Electronic Data Processing Equipment/Media/Extra Expense, Accounts Receivable, Valuable Papers, Consequential Damage, Expediting Expense and Fine Arts all as may be more fully defined in the Primary Policy Wording.
<b>SUM INSURED:</b>	USD 125,000,000 any one occurrence Excess of: USD 175,000,000 any one occurrence limited to USD 10,000,000 in the annual aggregate in respect of Flood and Earthquake separately.  Which in turn is excess of primary deductibles as detailed within INFORMATION
<b>SCHEDULE OF PROGRAM</b>	Any one occurrence. Entire program from ground up (Excess of primary deductibles)
<b>SUBLIMITS:</b>	USD 10,000,000 Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8. N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways USD 10,000,000 Per Occurrence Newly Acquired Real and Personal Property USD 5,000,000 Per Occurrence "Coal Mine Subsidence" for State-Owned Property USD 200,000 Per Structure "Coal Mine Subsidence" for Non-State Owned Property However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State-Owned Property ever exceed USD 5,000,000 in any one occurrence. USD 1,000,000 Per Occurrence Employee Dishonesty for entities listed in Named Insured 1. C. USD 1,000,000 Per Occurrence Forgery or Alteration for entities listed in Named Insured 1. C. USD 5,000,000 Per Occurrence Theft, Disappearance and Destruction Capitol Complex USD 1,000,000 Per Occurrence Theft, Disappearance and Destruction All Other Locations

USD 10,000,000 Per Occurrence Earnings

USD 10,000,000 Per occurrence and Annual Aggregate for the Risk Management schedule ONLY (TIV of USD 12,209,446,076) subject to per building maximum of USD 500,000 and contents per building maximum of USD 500,000 but limited to the maximum amount for type and occupancy of buildings that could be recovered from a policy of the National Flood Insurance Program. USD 10,000,000 is excess of deductible stated elsewhere herein.

USD 5,000,000 Per Occurrence and Annual Aggregate as respects "flood" for licensed automotive vehicles and other similar property of a mobile nature for Automobile Physical Damage subject to limitations contained in paragraph 8.M of the policy for the State of West Virginia and West Virginia County Boards of Education

USD 1,000,000 Per Occurrence Property in Transit/Registered Mail

USD 1,000,000 Per Occurrence as respects Alterations, Additions, and Renovations to Existing Property

USD 10,000 Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Perils Excluded) subject to USD 100,000 annual aggregate

USD 250,000 Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD 1,000,000 annual aggregate

USD 1,000 Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense

USD 1,000,000 Per Occurrence as respects Off Premises Services Interruption (Property Damage and Business Income combined)

USD 1,000,000 Per Occurrence for each respects Demolition Cost and Increased Cost of Construction

USD 175,000,000 in respect of Fine Arts,

USD 50,000,000 Contingent Business Interruption and Extra Expense

**SITUATION:** The fifty (50) states comprising the United States of America, its territories and possessions, the District of Columbia and Puerto Rico

**CONDITIONS:** Excess Physical Damage Form LPO348C amended to follow primary as far as applicable, plus Time Element Extension LPO349C amended.

Underlying Primary Insurer:- .

Underlying Policy Number:-

90 Days Cancellation Clause except 10 Days for non-payment of premium as per Primary Wording

NMA 2802 Electronic Date Recognition Exclusion Clause (EDRE)

LMA 5401 Property Cyber and Data Exclusion

Preservation of Property Clause 711PDP00214

NMA 2918 War & Terrorism Exclusion Clause

NMA 2962 Biological or Chemical Materials Exclusion Clause

NMA 1191 Radioactive Contamination Exclusion Clause

Fraudulent Claim Clause as per Primary Policy Wording

NMA 2419 Lines Clause

Claims Nominee as per Overseas Broker

LMA 5389 US Terrorism Risk Insurance Act of 2002 as amended – New & Renewal Business Endorsement

LMA 3100 – Sanctions Limitation and Exclusion

LMA 5130 Application of Sublimits Endorsement

NMA 2415 Additional Limitations and Conditions Endorsement

LMA 5019 – Asbestos Endorsement

LMA 5018 – Microorganism Exclusion (Absolute)

AGP-53329 – Virus or Bacteria Endorsement (as attached)

**CHOICE OF LAW & JURISDICTION:** The applicable law will be determined by the court of competent jurisdiction as referred to in NMA 1998. NMA 1998 US Jurisdiction naming Mendes & Mount of 750 Seventh Avenue, New York, New York, 10019-6829.

**PREMIUM:** USD 380,000 (100%) Annual (Inclusive of USD 40,000 TRIA)  
25% Minimum Earned Premium.

**PREMIUM PAYMENT TERMS:** PPC5 (TOR) 4/86 Direct (60 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 August 2022

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro-rata temporis.

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

**TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:** None

**RECORDING, TRANSMITTING & STORING INFORMATION:** Where the Broker maintains risk and claim data/information/documents the Broker may hold data/information/documents electronically

**INSURER CONTRACT DOCUMENTATION:** This document details the contract terms entered into by the Insurers and constitutes the contract document. No further contractual documentation to be issued.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker



**EXCESS PHYSICAL DAMAGE FORM**    **1.    INSURING CLAUSE**

Subject to the limitations, terms and conditions contained in this Insurance or added hereto, the Insurers agree to indemnify the Insured named in the Risk Details in respect of Direct Physical loss or damage to property as detailed in the Risk Details, occurring during the period detailed in the Risk Details and caused by any of such Perils as are detailed in the Risk Details and which are also covered by and defined in the Insurance(s) issued by the Primary Insurers stated in Item (a) of Underlying Insurance Identification below.

**2.    APPLICATION OF UNDERLYING PROVISIONS**

In respect of the Perils hereby insured against this Insurance is subject to the same warranties, terms and conditions (except as regards the premium, the Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Insurance(s) of the Primary Insurers prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Insurance(s) of the Primary Insurers, then the premium hereon may be adjusted accordingly.

**3.    LIMIT**

Provided always that liability attaches to the Insurers only after the Primary and Underlying Excess Insurers have paid or have admitted liability for the full amount of their respective ultimate net loss liability as shown in the Risk Details, and then the Limits of the Insurers Liability shall be those as detailed in the Risk Details and the Insurers shall be liable to pay the ultimate net loss up to the full amount of such Limit(s).

**4.    MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS INSURANCE(S) AND LIMITS**

It is a condition precedent to recovery under this Insurance that the Insurance(s) and Limit(s) of the Primary and Underlying Excess Insurer(s) shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the period of this Insurance as detailed in the Risk Details. Only losses which, except for the amount thereof, would have been payable under this Insurance may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

**5.    UNCOLLECTIBILITY OF OTHER INSURANCE**

Notwithstanding any of the terms of this Insurance that might be construed otherwise, the cover provided by this Insurance shall always be excess over the maximum monetary limits of the Primary and any Underlying Excess Insurances as shown in the Risk Details regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer.

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer or for any reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurers.

## 6. DEFINITIONS

(a) **Occurrence:** the word "occurrence" shall mean a loss or series of losses arising out of one event and as per Primary Policy Wording.

(b) **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the Insured as a result of the happening of the perils insured against by this Insurance, limited by

(i) any sub-limits contained within this Insurance or the Insurance(s) of the Primary and/or the Underlying Excess Insurers.

(ii) making deductions for all salvages, recoveries, and other insurances (other than recoveries under the Insurance(s) of the Primary and Underlying Excess Insurers).

(c) **Period:** The word "period" shall be understood to mean a period of time commencing on the date as shown in Risk Details.

## 7. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained.

## 8. CANCELLATION

Cancellation clause as per the Primary Policy Wording.

**9. NOTIFICATION OF CLAIMS**

The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm for the purpose shown in Claims Notification below.

**Underlying Insurance Identification**

(a) Primary Insurers: As per Risk Details

(b) Underlying Excess Insurers: Advice Waived

(c) Identification Details and Limits carried  
under (a) and (b) above: Policy Nos.

(a) As per Risk Details

(b) Advice Waived

**Limits**

(a) USD 25,000,000 aggregates as applicable

excess of a deductible or self-insured amount  
as detailed within INFORMATION

(b) USD 150,000,000

**Claims Notification**

**Notification of Claims Nominee:** As per Overseas Broker

If Business Interruption or other Time Element coverage or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Time Element Extension Endorsement LPO349C(MRC), amended where applicable, must be attached hereto.

06/09

LPO348C(MRC) amended

**TIME ELEMENT EXTENSION**

(For attachment to LPO348C(MRC) )

It is understood and agreed that this insurance extends to cover Time Element (as insured under the Insurance(s) of the Primary and Underlying Excess Insurers) consequent upon the loss of or damage to the Property insured hereby.

The Primary and Underlying Excess Limit(s) as set out in Item (c) of Underlying Insurance Identification and the Limit of this Insurance Contract are inclusive of Damage to Property and Time Element.

06/09

LPO349C(MRC) Amended

**ELECTRONIC DATE  
RECOGNITION  
EXCLUSION (EDRE)**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97

NMA2802

**PRESERVATION OF PROPERTY**

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under this Policy and be subject to the applicable Deductible and without increase in the Limit provisions contained in this Policy.

711PDP00214

**PROPERTY CYBER AND DATA EXCLUSION**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

**WAR AND  
TERRORISM  
EXCLUSION  
ENDORSEMENT**

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.



If Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NMA2918**

**8 October 2001**

**BIOLOGICAL OR  
CHEMICAL  
MATERIALS  
EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**NMA2962**

**06/02/03**

Form approved by Lloyd's Market Association [Non-Marine]

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

**RADIOACTIVE  
CONTAMINATION  
EXCLUSION CLAUSE-  
PHYSICAL DAMAGE-  
DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\*NOTE - If Fire is not an insured peril under this policy the word from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

N.M.A. 1191

**Lines Clause**

This Insurance, being signed for percentage(s) of 100% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Security Details are percentages of 100% of the amount(s) of Insurance stated herein.

NMA2419

**MICROORGANISM  
EXCLUSION  
(ABSOLUTE)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14 September 2005

LMA5018

Form approved by Lloyd's Market Association

**ASBESTOS  
ENDORSEMENT**

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
  - (i) any faults in the design, manufacture or installation of the asbestos;
  - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14 September 2005

LMA5019

Form approved by Lloyd's Market Association



**SANCTION  
LIMITATION AND  
EXCLUSION CLAUSE** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

**APPLICATION OF  
SUBLIMITS  
ENDORSEMENT** 1. Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

2. Application Within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sublimits, replaces that wording.

05/03/09

LMA5130

**ADDITIONAL  
LIMITATIONS AND  
CONDITIONS  
ENDORSEMENT  
(STANDARD)** THIS ENDORSEMENT CONTAINS PROVISIONS IN CLAUSES II, V AND VI THAT MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR DEBRIS REMOVAL (AS PROVIDED IN CLAUSE II) AND/OR RESULTING LOSS (AS PROVIDED IN CLAUSE V).

**I. LAND, WATER AND AIR EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein. The foregoing exclusion shall not apply to water which is contained in plumbing or firefighting installations in the Assured's buildings at the time of any damage insured by this Policy.

**II. DEBRIS REMOVAL CLAUSE**

Nothing contained in this Clause shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this Policy. The inclusion of this Clause shall in no event increase the limit of liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as "Damage"), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:

(a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and

(b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

provided, however, that nothing in this Clause shall insure any expense provided under Clause V of this Endorsement.

2. The maximum amount of expense for removal of debris (subject to the limitations of paragraph 1 above) that can be included in the method of calculation in Clause VI of this Endorsement, shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage from which such expense results.

### III. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

1. any loss, damage, cost or expense; or
2. any increase in insured loss, damage, cost or expense; or
3. any loss, damage, cost, expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation);

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination, or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

1. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other law,

ordinance or regulation; and

2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

IV. LISTED PERILS RESULTING FROM SEEPAGE AND/OR POLLUTION AND/OR

CONTAMINATION CLAUSE

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion applicable to this Policy. If any of the perils listed below results from seepage and/or pollution and /or contamination, then such resultant perils shall not be excluded solely by the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause.

**Listed perils**

Fire,  
Explosion.

Nothing in this Clause, however, shall extend this Policy to insure:

1. loss, damage, cost, expense, fine or penalty, or other sum arising from any kind of seepage or any kind of pollution and/or contamination that causes or results from a listed peril; or
2. loss or damage at any premises other than the premises where the listed peril took place; or
3. property and/or interests other than those insured by this Policy against the listed perils.

V. LIMITED SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION RESULTING FROM PHYSICAL DAMAGE CAUSED BY LISTED PERILS CLAUSE

THIS CLAUSE IS VOID AND OF NO FORCE OR EFFECT UNLESS AN AMOUNT IS SPECIFIED IN PARAGRAPH 2 BELOW.

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion or, except as set forth herein, the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause. The inclusion of this Clause shall in no event increase the limit of liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

1. If,

(a) any of the perils listed below is the sole, immediate and direct cause of physical damage to property insured by this Policy against such listed peril (hereinafter in this Clause referred to as "Original Damage"); and

(b) the Original Damage is the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of property which is:

(i) at the same premises as the Original Damage; and

(ii) insured by this Policy against the listed peril causing the Original Damage; and

(c) said property is damaged thereby (hereinafter in this Clause referred to as "Resulting Damage");

then this Policy, subject to the following additional terms and limitations and the method of calculation in Clause VI of this Endorsement, also insures:

(d) the Resulting Damage; and

(e) the reasonable and necessary expense incurred by the Assured for debris removal and/or clean-up which is:

(i) limited to the same premises as the Original Damage; and

(ii) made necessary solely by the Resulting Damage;

but which shall in no event include any expense of clean-up or removal of land, water or air,

(which Resulting Damage and expense of debris removal and/or clean-up, hereinafter in this Clause are referred to as "Resulting Loss");

provided, however, that this Policy only insures the Resulting Loss where:

(f) Underwriters have agreed to pay for the Original Damage or, but for the operation of a deductible or underlying amount, would have agreed to pay for the Original Damage; and

(g) within one year of the commencement of the listed peril which caused the Original Damage, the Assured became aware and advised Underwriters of the amount of:

(i) the Resulting Loss; and

(ii) any other interest to be claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise.

**Listed Perils**

Fire,

Lightning,

Explosion.

Nothing in this Clause, however, shall extend this Policy to cover any condition that existed prior to the Original Damage nor to insure any loss, damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a

result of public or private litigation) in connection with any kind of seepage or any kind of pollution and/or contamination from any cause.

2. The maximum amount for any Resulting Loss and any other interest claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise, that can be included in the method of calculation in Clause VI of this Endorsement is USD 10,000 per occurrence subject to USD 100,000 annual aggregate.

#### VI. METHOD OF CALCULATION

In calculating the amount, if any, payable under this Policy for a claim including expense of debris removal (as provided for and limited in Clause II of this Endorsement) and/or Resulting Loss (as provided for and limited in Clause V of this Endorsement), the amount of such expense of debris removal and/or such Resulting Loss shall be added to:

(a) the amount of the Damage (as defined in Clause II) or the amount of the Original Damage (as defined in Clause V); and

(b) all other amounts, if any, insured under this Policy as a result of the same occurrence that Underwriters hereon agree to pay or, but for the application of a deductible or underlying amount, they would agree to pay;

then the resulting sum shall be the amount to which first all deductibles and then any underlying amounts to which this Policy is subject shall be applied and the balance, if any, shall be the amount payable, subject to all other provisions of this Policy and to the applicable limit(s), sub-limit(s) and aggregate limit(s).

21/2/91

NMA2415

#### **AGP-53329 VIRUS OR BACTERIA ENDORSEMENT**

#### **EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

This Policy excludes any and all loss, damage, cost, or expense of any nature whatsoever caused by or resulting from any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease, including any and all loss directly or indirectly caused by any action of the insured or any action or order of a government undertaken to control, prevent, suppress, mitigate or remediate the actual, suspected, or anticipated presence of any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion does not apply to loss or damage caused by or resulting from fungus. Such loss or damage, including any exclusion thereof, is addressed in a separate provision elsewhere in this Policy.

This exclusion supersedes any exclusion relating to pollutants or contaminants.

Other policy provisions excluding coverage of loss due to virus, bacteria, or microorganism of a type other than that which induce or are capable of inducing physical distress, illness or disease remain in full force and effect.

All other terms and conditions remain unchanged.

**U.S. Terrorism Risk  
Insurance Act of  
2002 as amended  
New & Renewal  
Business  
Endorsement**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD (as per Risk Details) paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5389

9 January 2020

**SERVICE OF SUIT  
CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' 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 to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon (as per Risk Details) and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.



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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86

NMA1998

**POLICYHOLDER  
DISCLOSURE NOTICE  
OF TERRORISM  
INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS

WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD 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 IN ANY ONE CALENDAR YEAR EXCEEDS USD 100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD 100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.40,000 (100%) as per risk details .....

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
\_\_\_\_\_

Policyholder/Applicant's Signature

..... Syndicate on behalf of certain underwriters at Lloyd's

\_\_\_\_\_  
\_\_\_\_\_

Print Name

Policy Number

\_\_\_\_\_  
\_\_\_\_\_

Date

LMA9184

9 January 2020



## INFORMATION

### INFORMATION

Total Insurable Values: USD 23,442,427,445

As per schedule of values seen and agreed

Primary Deductibles:

All claims for loss, damage or expense arising out of any one "occurrence" shall be adjusted as one loss, and from the amount of such adjusted loss shall be deducted the sum of one million dollars (USD 1,000,000).

Loss Record: - As advised by Price Forbes and Partners Limited loss report dated 7 June 2022

2021 - 2022 No Losses

2020 - 2021 No Losses

As advised to Price Forbes and Partners Limited email dated 3 June 2020

2019 - 2020

23 September 2019 Ice making compressor system failed Expense Paid: USD 16,316.58  
Total Incurred: 16,316.58 Status: Closed

2018 – 2019 No Losses

2017 – 2018

4 January 2018 Windstorm Expense Paid: USD 28,996.20 Total Incurred: USD 28,996.20  
Status: Open

2016 – 2017

1 March 2017 Wind/ Storm damage Expense Paid: USD 4,855.20 Total Incurred: USD 4,855.20 Status: Closed

2015 – 2016

22 January 2016 Armory building collapsed Loss Paid: USD 1,735,595.68 Expense Paid: USD 71,883.82 Total Incurred: USD 1,807,479.50 Status: Closed

28 April 2016 Hail Damage Loss Paid: 684,817.79 Expense Paid: USD 134,194.94 Total Incurred: USD 819,012.73 Status: Closed

2014 – 2015 No Losses

2013 – 2014 1 July 2013 Theft Total Incurred Nil Status: Closed

CONDITIONS as per Primary Policy Wording:-

Valuation Clause

Automatic Acquisition Clause

Ingress/Egress (30 days)

Civil Authority (30 days as per underlying policy wording)

## SECURITY DETAILS

### **INSURERS LIABILITY:** (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 21 June 2007

**ORDER HEREON:** 100% of 100%

**BASIS OF WRITTEN LINES:** Percentage of Whole

**SIGNING PROVISIONS:** a) In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- b) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured, or the (re)insured's representatives, and the Slip Leader. Such variation to be in accordance with provision a) above with the resulting variation in signed lines commencing from the date set out in that agreement

Any other variation to the contracts will take effect only by the documented agreement of the (re)insured, or the (re)insured's representatives, and all (re)insurers whose lines are to be varied. Such variation to the contracts will take effect only when all such (re)insurers have agreed with the resulting variation in signed lines commencing from the date set out in that agreement.

**WRITTEN LINES**

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

**.MODE OF EXECUTION CLAUSE**

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

CHUBB®

100%  
PENDING **CBIIPRP2354I22**

N/A  
SIGNED **30 Jun 2022 18:30 GMT**  
**James Chiappa**

Chubb Bermuda International, a division of  
Chubb European Group SE (EEA risks are  
underwritten by CEG SE and non-EEA risks  
are underwritten by CEG SE's UK Branch)

**Line Conditions**

- Chubb uses the personal information which your broker supplies to us for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy, available at [www.chubb.com](http://www.chubb.com)
- Line written on the condition Chubb European Group SE is a Contract Agreement Party and Claims Agreement Party
- Chubb European Group SE to agree all future amendments, deletions and endorsements
- Close to: 5 Georges Dock, IFSC, Dublin 1
- Claims notifications to be sent to: [cbiclaims@chubb.com](mailto:cbiclaims@chubb.com)

**Subjectivities (With Deadline)**

- Choice of Law and Jurisdiction: State of New York Law to apply  
Final Underlying 2022-2023 Policy wording to be provided within 30 days  
Underlying limitations imposed by the Lead to be endorsed if not present within this contract

**Status: Not Yet Responded**

**Deadline: 5th August 2022**

## SUBSCRIPTION AGREEMENT

**SLIP LEADER:** Chubb European Group SE

**BASIS OF AGREEMENT TO CONTRACT CHANGES:** GUA (February 2014) with Non Marine Schedule (October 2001). Where required following markets to be advised of agreed endorsements by Price Forbes and Partners Limited by email. Agree monetary lines to stand part of reduced Sum Insured with final Sum Insured and Premium to be agreed Slip Leader. Final Ingoing Values, sub-limits, deductibles and premium to be agreed Slip Leader if required. Any amendments to Original Policy Wording to be agreed Slip Leader.

**OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART 2 GUA CHANGES ONLY:** Part 2 changes may be agreed by the Slip Leader.

**AGREEMENT PARTIES FOR CONTRACT FOR THEIR PROPORTION ONLY:** None.

**BASIS OF CLAIMS AGREEMENT:** As specified under CLAIMS AGREEMENT PARTIES section of this Contract and to be managed in accordance with:

- i) THE SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENT LMA9150 as below for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims);
  - ii) The Lloyd’s Claims Scheme (Combined), or as amended or any successor thereto;
  - iii) IUA claims agreement practices;
  - iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

**CLAIMS AGREEMENT PARTIES:** A. Claims falling within the scope of LMA9150 to be agreed by SLIP LEADER only on behalf of all (re)insurers subscribing to this contract on the same terms and to these Arrangements

For the purpose of calculating the Threshold Amount, the sterling rate on the date of the claim is notified to the SLIP LEADER shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

- i) For Lloyd’s syndicates, the leading Lloyd’s syndicate and, where required by the applicable Lloyd’s Claims Scheme, the second Lloyd’s syndicate.

The second Lloyd’s Syndicate is N/A

- ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those companies that have specifically elected to agree claims in respect of their own participation iii)

All other subscribing insurers that are not party to the Lloyd’s/IUA claims agreement practices, each in respect of their own participation.

- C. Notwithstanding anything contained in the above to the contrary, all ex gratia agreements to be agreed by each (re)insurer for their own participation

**BUREAU LEADER:** A claim at or below the Threshold Amount to be agreed by the SLIP LEADER only according to the terms of the Arrangements and the Bureau Leaders are to adhere to the applicable claims agreement practices and act in accordance with CLAIMS AGREEMENT PARTIES as defined in A, B or C above.

Lloyd’s Bureau Leader is: N/A

The Company Bureau Leader is: Chubb European Group SE

**CLAIMS ADMINISTRATION:** Price Forbes & Partners Limited and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd’s syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

**RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:** None unless otherwise specified here by underwriters.

**EXPERT FEES COLLECTION:** Expert fees payable by Insurers for services performed on their behalf to be collected by the expert or their appointed fee collection service provider.

**SETTLEMENT DUE DATE:** 29 August 2022

**BUREAUX ARRANGEMENTS:** Delinked accounts to be presented by Broker to Xchanging Ins-sure Services. If the Settlement Due Date is due on a Non Working Day, Underwriters agree that the Settlement Due Date will be the next working day. Any amendments to “Number of Days” shown in either Premium Warranty Conditions or LSW3000 to be agreed Slip Leader if required. Where a Premium Payment Condition applies, the settlement due date is deemed in all instances to be the same as the Premium Payment Condition due date.

In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence.

**NON-BUREAUX  
ARRANGEMENTS:**       None