Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

Policy No. CA 313-57-42
Renewal of No. CA 313-57-39

Coverage is provided by

National Union fire Insurance Company of Pittsburgh, PA.

(a capital stock company)
175 Water Street, New York, NY 10038

(212) 458-5000

BUSINESS AUTO DECLARATIONS

ITEM ONE NAMED INSURED & MAILING ADDRESS
THE STATE OF WEST VIRGINIA
(SEE NAMED INSURED ENDT. #1)
1124 SMITH STREET, SUITE 4300
CHARLESTON, WV 25301

PRODUCER'S NAME & MAILING ADRESS
USI INSURANCE SERVICES LLC
ONE HILLCREST DR. EAST
CHARLESTON, WV 25311-1687

FORM OF BUSINESS:

☐ CORPORATION ☐ PARTERNSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☒ OTHER GOVERNMENTAL

POLICY PERIOD: From **07/01/2026** to **07/01/2027** at 12:01 A.M. Standard Time at your mailing address.
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PREMIUM: $1,161,014

Premium for Terrorism Coverage:
COVERAGE PROVIDED AT NO ADDITIONAL CHARGE

SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:*

*State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY

Date Issued: 11/09/2026

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ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge Is shown In the premium column below. Each of these coverages **will** apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	10A (SEE ENDT #8)	$ (SEE ENDT. # 6)	$1,161,014
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)			$ N/A
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault Coverage			$ N/A
PROPERTY PROTECTION INSURANCE (Michigan Only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ Deductible FOR EACH ACCIDENT	$ N/A $ N/A
AUTO MEDICAL PAYMENTS		$ (NOT COVERED)	$ N/A
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND LOSS BENEFITS ENDORSEMENT	$ N/A
UNINSURED MOTORISTS	10D (SEE ENDT #8)	SEPARATELY STATED IN EACH UNINSURED MOTORISTS ENDORSEMENT	INCLUDED
UNDERINSURED MOTORISTS (When not included Uninsured Motorists Coverage	10D (SEE ENDT #8)	SEPARATELY STATED IN EACH UNDERINSURED MOTORISTS ENDORSEMENT	INCLUDED
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	10B (SEE ENDT #8)	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR for Hired or borrowed "Autos"	INCLUDED
PHYSICAL DAMAGE SPEIFIED CAUSES OF LOSS COVERAGE		$ DEDUCTIBLE FOR EACH COVERED AUTOS FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR Hired or Borrowed "Autos"	$ N/A
PHYSICAL DAMAGE COLLISION COVERAGE	10B (SEE ENDT #8)	$ DEDUCTIBLE FOR EACH COVERED AUTO See ITEM FOUR FOR Hired or Borrowed "Autos"	INCLUDED
GARAGEKEEPERS COVERAGE	10C (SEE ENDT #8)		INCLUDED
		PREMIUM FOR ENDORSEMENTS	INCLUDED
		***ESTIMATED TOTAL PREMIUM**	$1,161,014

*this policy may be subject to final audit.

ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN

Covered auto No.	DESCRIPTION	PURCHASED		TERRITORY
	Year, Model, Trade Name, Body Type, Serial Number (s) Vehicle Identification Number (VIN)	Original Cost New	Actual Cost & New (N) Used (U)	Town & State Where The Covered Autos Will Be Principally Garaged
1.	PER SCHEDULE OF VEHICLES ON RECORD WITH THE STATE			

Covered Auto No.	Radius Of Operation	Business Use S = service R = retail C = Commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May At the Time Of The Loss.
					Liab.	Phy. Dam.			
PER SCHEDULE OF VEHICLES ON RECORD WITH THE STATE									

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ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM

STATE	ESITMATED COST-OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (IF Liability Coverage is Primary)	Premium
				INCLUDED
				$ N/A
			TOTAL PREMIUM	**INCLUDED**

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	(SEE ENDT #6) ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTENING.			INCLUDED
SPECIFIED CAUSE OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			$ N/A
COLLISION	(SEE ENDT #6) ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO.			INCLUDED

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURE'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	IF ANY	**$** INCLUDED
	Number of Partners		**$**
Social Service Agency	Number of Employees		**$**
	Number of Volunteers		**$**
			$ INCLUDED

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FORMS SCHEDULE

EFFECTIVE DATE: 07/01/2026

NAMED INSURED: THE STATE OF WEST VIRGINIA

POLICY NO: CA 313-57-42

CA0001	(0797)	BUSINESS AUTO COVERAGE FORM
CA0022	(0299)	CHANGES IN COMMERCIAL AUTO
CA0183	(0702)	WEST VIRGINIA CHANGES
CA0252	(0394)	WEST VIRGINIA CHANGES – CANCELLATION
CA2122	(1298)	WV UNINSURED & UNDERINSURED MOTORIST
CA9933	(0299)	EMPLOYEES AS INSUREDS
CA9937	(1001)	GARAGEKEEPERS COVERAGE
PA0235	(0394)	WEST VIRGINIA CHANGES-CANCELLATION
89644	(0705)	COVERAGE TERRITORY ENDORSEMENT
94356	(10/16)	DEDUCTIBLE COVERAGE ENDORSEMENT – FORM A

MANUSCRIPT ENDORSEMENT

1. NAMED INSURED ENDORSEMENT
2. AMENDATORY ENDT – CANCELLATION BY US
3. AMENDATORY ENDT – WHEN WE DO NOT RENEW
4. WHO IS AN INSURED
5. FELLOW EMPLOYEE EXCLUSION DELETED
6. AMENDMENT OF LIMITS OF LIABILITY
7. PHYSICAL DAMAGE COVERAGE FOR DESIGNATED UNITS
8. DESCRIPTION OF COVERED AUTO DESIGNATION
9. PUNITIVE DAMAGES EXCLUSION
10. AMENDATORY ENDORSEMENT
11. AMENDMENTS TO UNINSURED MOTORISTS & UNDERINSURED MOTORISTS COVERAGE
12. DEDUCTIBLE ENDORSEMENT
13. FOREIGN LIABILITY REIMBURSEMENT COVERAGE ENDORSEMENT
14. AMENDMENT OF PHYSICAL DAMAGE COVERAGE
15. INCREASED LIABILITY LIMITS FOR EACH COUNTY BOARD OF EDUCATION, THEIR EMPLOYEES AND MEMBERS, THE COUNTY SUPERINTENDENT OF SCHOOLS, AND PUBLIC CHARTIER SCHOOLS ELECTING TO OBTAIN COVERAGE AS MANDATED BY WEST VIRGINIA CODE §29-12-5a. AS ENACTED BY THE FIRST EXTRAORDINARY SESSION OF THE 2019 WEST VIRGINIA LEGISLATURE

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

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(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

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6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b**. and **6.c.** of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

We will pay up to $15 per day to a maximum of $450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

C. Limit Of Insurance

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

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SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

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B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

F. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

G. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

H. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

I. "Loss" means direct and accidental loss or damage.

J. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

K. "Pollutants" means 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.

L. "Property damage" means damage to or loss of use of tangible property.

M. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

N. "Temporary worker" means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as "employee" absences, temporary skill shortages and seasonal workloads.

O. "Trailer" includes semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION I – LOSS OF USE

Changes In Physical Damage Coverage

Coverage Extension under Physical Damage Coverage is replaced by the following:

Coverage Extensions

A. Transportation Expenses

We will pay up to $15 per day to a maximum of $450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

2. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $15 per day, to a maximum of $450.

SECTION II – LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

Paragraph **7. Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

a. A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

b. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION III – CHANGES IN DEFINITIONS

A. The definition of "insured contract" contained in **Section V – Definitions** of the Business Auto Coverage Form and **Section VI – Definitions** of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

"Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

   An "insured contract" does not include that part of any contract or agreement:

   a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

   b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

   c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

B. The definition of "insured contract" contained in **Section VI – Definitions** of the Garage Coverage Form is replaced by the following:

"Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or
5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

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WEST VIRGINIA CHANGES

For a covered "auto" licensed or principally garaged, or "garage operations" conducted, in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The **Business Auto, Motor Carrier** and **Truckers Coverage Forms** are changed as follows:

The **Expected Or Intended Injury** exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the West Virginia Safety Responsibility Law.

2. The **Garage Coverage Form** is changed as follows:

The **Expected Or Intended Injury** exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

a. For amounts up to limits of liability required by the West Virginia Safety Responsibility Law.

b. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

B. Changes In Physical Damage Coverage

1. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Physical Damage Coverage Form is replaced by the following:

If you and we disagree on the amount of "loss", both parties may, by mutual consent, agree in writing, to an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

Once both parties agree to obtain an appraisal, we retain no right to deny the claim unless the loss resulted from your intentional material misrepresentation and/or fraudulent conduct. In the event that the loss resulted from your intentional material misrepresentation and/or fraudulent conduct, we will retain the right to deny the claim.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to paragraph **2.** of the CANCELLATION Common Policy Condition:

When this policy is in effect less than sixty days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes.

The following is added and supercedes any provision to the contrary:

B. NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the policy.

2. For policies that have been in effect less than two years, we will have the right not to renew or continue this policy if the reason or reasons for the nonrenewal are not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.

3. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

4. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: **07/01/2026**	
Named Insured: **THE STATE OF WEST VIRGINIA**	

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury" and "Property Damage"	$ **(See Endt. # 6**)	Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury" and "Property Damage"	$ **(See Endt. # 6)**	Each "Accident"

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "x" is entered below:	
☐	If an "x" is entered in this box, only the definition of "uninsured motor vehicle" applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".

2. With respect to damages resulting from an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by judgments or payments; or

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b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

1. You.

2. If you are an individual, any "family member".

3. Anyone else while "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. The first $300 of the amount of "property damage" to the property of each "insured" as a result of any one "accident" caused by an "uninsured motor vehicle".

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" if that "bodily injury" or "property damage" is sustained by:

a. You while "occupying" or when struck by any vehicle owned by you that is not a covered "auto" under this Coverage Form.

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" under this Coverage Form.

c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured on a primary basis under any other Coverage Form or policy.

However, with respect to Uninsured Motorists Coverage, this Exclusion **7.** applies only to the extent that the limits of liability of this coverage exceed the statutory minimum amount of Uninsured Motorists Coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured or Underinsured Motorists Coverage shown in the Schedule.

2. In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss".

E. Changes In Conditions

The Conditions of the policy are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured and/or underinsured motorists coverage.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. If physically able, promptly notify the police if a hit-and-run driver is involved, unless the "accident" has already been investigated by the police; and

b. Promptly send us copies of the legal papers if a suit is brought.

A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

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3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

   Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   We do not have a right of recovery against anyone who has a liability bond or policy which is in whole or part uncollectible because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply to Uninsured and Underinsured Motorists Coverage.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury or destruction of:
   a. A covered "auto", or
   b. Property contained in the covered "auto"; or
   c. Any other property (except an "auto") owned by an "insured" and located in West Virginia.
4. "Uninsured motor vehicle" means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the West Virginia Motor Vehicle Safety Responsibility Law; or
   b. For which an insuring or bonding company legally denies coverage or its bond or policy is in whole or part uncollectible because the company is or becomes insolvent or has been placed in receivership; or
   c. For which neither the driver nor owner is identifiable. The vehicle or trailer must either:
      (1) Hit an "insured", an "insured's" property, a covered "auto" or a vehicle an "insured" is "occupying"; or
      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

   The facts of the "accident" must be proven by sufficient independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.
5. "Underinsured motor vehicle" means a land motor vehicle or trailer to which a liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" or "property damage" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

   However, "underinsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.

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EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2026	
Named Insured: THE STATE OF WEST VIRGINIA; WEST VIRGINIA PARKWAYS AUTHORITY ENDORSEMENT #1	

SCHEDULE

Location No.	Coverages	Limit Of Insurance For Each Location
1	Comprehensive	$ **See Endt. # 6** MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ **See Endt. # 6** MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
2	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
3	Comprehensive	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	$ MINUS $ DEDUCTIBLE FOR ALL PERILS SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	$ MINUS $ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".

LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"

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Location No.	Address State Your Main Business Location As Location No. 1.
1	**The State of West Virginia No Physical Location Address Entire State of West Virginia**
2	
3	

Premium For All Locations	
Comprehensive	**$ Included**
Specified Causes Of Loss	$
Collision	**$ Included**

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **PRIMARY INSURANCE**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and

2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft; or

(3) Mischief or vandalism.

c. Collision Coverage

Caused by:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

a. You.

b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

a. All expenses we incur.

b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

C. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

D. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision; and

a. Theft or mischief or vandalism; or

b. All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

a. Work that someone performed on your behalf; and

b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and a covered "auto" you own is of the "private passenger type", the CANCELLATION Common Policy Condition does not apply to that "auto". The following Condition applies instead:

ENDING THIS POLICY

A. CANCELLATION

1. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.

2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes. Cancellation will be made by mailing or delivering to you, within this period, written notice of cancellation. If we cancel for nonpayment of premium, we will mail or deliver you at least 10 days written notice of cancellation. If we cancel for any other reason, we will mail or deliver you at least 30 days written notice of cancellation.

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel, we will mail or deliver you at least 30 days written notice.

a. Nonpayment of premium.

b. Material misrepresentation in obtaining this policy.

c. The "insured" violates any of this policy's material terms and conditions.

d. You or any driver who lives with you or customarily uses the covered "auto":

(1) Has had his driver's license suspended or revoked during the policy period.

(2) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate testifying to his ability to operate a motor vehicle.

e. You or any driver who lives with you or customarily uses the covered "auto" is convicted of or forfeits bail during the policy period for any of the following:

(1) Any felony or assault involving the use of a motor vehicle.

(2) Negligent homicide arising out of the operation of a motor vehicle.

(3) Operating a motor vehicle while under the influence of intoxicating liquor or of any narcotic drug.

(4) Leaving the scene of a motor vehicle "accident" in which that person is involved without reporting as required by law.

(5) Theft of a motor vehicle or the unlawful taking of a motor vehicle.

(6) Making false statements in an application for a motor vehicle operator's license.

(7) A third violation, committed within a period of twelve months, of any moving traffic violation which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or were different offenses.

f. We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.

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4. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

The following provision is added and supersedes any provision to the contrary:

B. NONRENEWAL

1. If we decide not to renew or continue this policy we will mail or deliver you written notice at least 45 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
2. For policies that have been in effect for two consecutive years or longer, we will have the right not to renew or continue this policy if:
   a. One of the reasons (other than **e.(7)**) as listed in paragraph **3.** of Cancellation exists.
   b. You or any other driver who lives with you or customarily uses your covered "auto" is convicted of or forfeits bail during the policy period for a second violation, committed within a period of twelve months of any moving traffic violation which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or were different offenses.
   c. You or any other driver has had a second at-fault motor vehicle "accident" within a period of twelve months.
3. For policies that have been in effect for less than two years, we will have the right not to renew or continue this policy for any reason or reasons not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.
4. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
5. If we fail to mail proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail or deliver any notice of cancellation or nonrenewal to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ENDORSEMENT

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

DEDUCTIBLE COVERAGE ENDORSEMENT – Form A

This endorsement modifies insurance provided under the following

Commercial General Liability Coverage Form
Products and Completed Operations Liability Coverage Form
Liquor Liability Coverage Form
Professional Liability Coverage Form
Business Auto Coverage Form
Garage Coverage Form
Auto Dealers Coverage Form
Motor Carrier Coverage Form

Please Read It Carefully.

This Endorsement applies solely between you and us. It does not affect the rights of others under this policy.

I. Payment and Deductible Conditions

A. **We will pay** all sums that we become obligated to pay up to our Limit of Insurance under the policy to which this endorsement applies. Our Limit of Insurance includes, and shall not apply in addition to, any sum that you must reimburse us for damages, benefits or Medical Payments we have paid.

B. **You must reimburse us** up to the Deductible Limit(s) shown in the Schedule for any amounts we have so paid as damages, benefits or Medical Payments. The Deductible will apply to each "occurrence", "accident", offense, claim or other basis as shown in the Schedule, regardless of the number of persons or organizations who sustain damages because of an "occurrence" or "accident" or offense or other basis shown in the Schedule.

C. **In addition, you must reimburse us** for all "Allocated Loss Adjustment Expense" we pay as Supplementary Payments, according to the election indicated by an "X" below. If no election is indicated, election i. applies.

☐ i. All "Allocated Loss Adjustment Expense" up to the deductible limit. However, the most you must reimburse us for damages, benefits, Medical Payments and "Allocated Loss Adjustment Expense" combined shall not exceed the deductible amount.

☒ ii. All "Allocated Loss Adjustment Expense".

☐ iii. A part of "Allocated Loss Adjustment Expense". That part will be calculated by dividing the smaller of the deductible or the damages, benefits or Medical Payments we pay by the damages, benefits or Medical Payments we pay. If we pay no damages, benefits or Medical Payments, you must reimburse us for all "Allocated Loss Adjustment Expense" up to the applicable Deductible amount and % of all remaining "Allocated Loss Adjustment Expense".

☐ iv. No "Allocated Loss Adjustment Expense".

Your obligation to reimburse us for "Allocated Loss Adjustment Expense" applies separately to "each occurrence" for bodily injury or property damage, each "accident" for bodily injury or property damage,

to each offense for personal injury or advertising injury, to "each claim" for professional liability or employee benefits administration liability, or to each other basis shown in the Schedule.

D. If an **Annual Aggregate Deductible Amount** (the "Aggregate") is shown in the Schedule, that amount is the most you must reimburse us for all damages, benefits and Medical Payments and "Allocated Loss Adjustment Expenses" that we pay under this policy and all other policies listed in Part I of the Schedule.

The Aggregate will not be reduced if this or any other policy described in the Schedule is issued for a term of less than one year, or if this endorsement or any policy described in the Schedule is canceled before the end of the policy period by you, or by us because of your failure to pay premium or to reimburse us under the terms of this endorsement when due.

If we cancel this endorsement or all the policies described in the Schedule for any other reason, the Aggregate will be prorated in the proportion that the period that it was in effect bears to the original policy period. If we cancel one or more, but not all, the policies described in the Schedule for any other reason, the Aggregate will be prorated in the proportion that the total expected deductible losses under all the described policies, calculated according to our rating plan, during the period that the policies were in effect, bears to such total expected deductible losses during the original policy period. However, the Aggregate so prorated shall not be less than the largest Deductible limit shown in the Schedule.

If no Aggregate is shown in the Schedule, no aggregate limit applies to your reimbursement obligation

II. Additional Conditions

A. Duty to Reimburse

1. You must reimburse us in accordance with this endorsement for any payment we make in good faith on behalf of any person or organization insured under any policy to which this endorsement applies.
2. Reimbursement is due and payable within fifteen (15) days of your receipt of an invoice for such reimbursement from us.
3. Each Named Insured is jointly and severally liable for all reimbursable amounts under this policy.

B. Duty to Deliver Collateral

1. You must deliver to us within thirty (30) days of the inception of this policy collateral acceptable to us in the forms and the amounts as required by us. We will have a possessory security interest in any property you deliver to us to secure such obligations. We will review the collateral as soon as practicable eighteen (18) months after the inception of this policy, and annually thereafter.

   If we find that we require increased collateral, you will provide us such an increase within thirty (30) days of our request. If we find that we hold a surplus of collateral, we will return the surplus to you .

2. If you fail to reimburse us when due, we may liquidate any collateral in our possession and take ownership of the proceeds to the extent of all your debts to us. Any surplus of such proceeds in excess of your debt will remain in our possession as collateral until the commutation of your remaining obligations.

C. Defaults and Remedies

If you fail to perform any of your duties under this endorsement, we may take any reasonable steps necessary to protect our interest, including the following:

We may cancel this policy by mailing or delivering written notice to you not less than ten (10) days prior to the effective date of such cancellation, stating the day and hour the cancellation is to take effect. Proof of the mailing of such notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

D. Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all payments, including those within your reimbursement amount, from anyone liable for the damages. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment we made under this policy from anyone liable for the damages, the amount we recover will first be applied to any payments we made in excess of the reimbursable amount or in excess of the Aggregate, and to our expenses in obtaining the recovery. We will apply the remainder of the recovery, if any, to reduce the amount that is reimbursable by you.

III. Additional Definition

"Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgement interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

Allocated Loss Adjustment Expenses shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or suit against you.

SCHEDULE

Part 1. POLICIES TO WHICH DEDUCTIBLE APPLIES

This Endorsement applies to the policy to which this endorsement is attached and to the policies described by policy number in the table below.

Type of Insurance	Policy Numbers
Business Auto	313-57-42

Part 2. COVERAGES TO WHICH DEDUCTIBLE APPLIES

A. This Part 2A. applies to all coverages OTHER THAN Business Auto, Garage, Truckers or Motor Carriers Auto Insurance.

The **Deductible Amount of $_____** applies on a combined basis to all coverages selected by "X" in the table below, except for such coverages (if any) for which a separate Deductible is shown below.

Selected	Coverage	Deductible Amount	Per Occurrence	Per Claim
☐	Bodily Injury – Other than Products or Completed Operations		☐	☐
☐	Property Damage - Other than Products or		☐	☐

	Completed Operations.			
☐	Bodily Injury – Products or Completed Operations Only		☐	☐
☐	Property Damage – Products or Completed Operations Only		☐	☐
☐	Personal Injury		Each person or organization	
☐	Advertising Injury		Each person or organization	
☐	Employee Benefits Liability		N/A	☐
☐	All Other		☐	☐

B. This Part 2B. applies ONLY to Business Auto, Garage, Truckers Or Motor Carrier Auto Insurance.

The **Deductible Amount of $1,000,000** applies on a combined basis to all coverages selected in the table below, except for such coverages (if any) for which a separate Deductible is shown below.

Selected	Coverage	Deductible Amount per Accident
☒	All Coverages	
☒	Bodily Injury	
☒	Property Damage	
☒	Personal Injury Protection	
☒	Added Personal Injury Protection	
☒	Uninsured Motorist	
☒	Underinsured Motorist	
☒	Liability Limits for Each County Board of Education, Their Employees and Members, the County Superintendent of Schools, and Public Charter Schools Electing to Obtain Coverage as Mandated by West Virginia Code §29-15-5a.	$1,250,000
☐		

Part 3. ANNUAL AGGREGATE DEDUCTIBLE AMOUNT

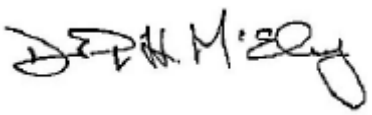
Annual Aggregate Deductible Amount:

The Annual Aggregate Deductible Amount shown above (the "Aggregate") is not subject to adjustment unless a basis of adjustment is shown below.

The Aggregate is adjustable at the rate of per of the Adjustment Basis, subject to a Minimum Annual Aggregate Deductible Amount of .

The Adjustment Basis is and is estimated at the inception of this policy as the amount of .

The Aggregate applies to your obligation to reimburse us under this policy and all other policies scheduled above.



_____

Authorized Representative or
Countersignature (in States where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 1

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Item 1 of the Policy Declarations, "Named Insured" is completed as follows:

A. Each West Virginia Political Subdivision, charitable or public service organization or emergency services agency covered by Certificates of Liability Insurance on file with the Company.

B. Each West Virginia County Board of Education; and

It is further agreed that "Non-Owned" coverage includes:

Social Service Agencies - Volunteers as Insureds

Anyone volunteering services to you is an insured while using a covered "automobile" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "automobile" is also an insured. It is further agreed that this insurance shall be excess of any other insurance available.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 2

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDATORY ENDORSEMENT - CANCELLATION BY US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Common Policy Conditions, A. Cancellation, 2. is amended to read:

2. We may cancel this Coverage Part by mailing or delivering to the West Virginia Board of Risk and Insurance Management written notice of cancellation at least:

a. 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 120 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 3

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDATORY ENDORSEMENT - WHEN WE DO NOT RENEW

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Common Policy Conditions are amended to add:

G. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the West Virginia Board of Risk and Insurance Management written notice of the nonrenewal not less than one hundred twenty (120) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 4

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

SECTION II – LIABILITY COVERAGE, A. Coverage, 1., **Who Is An Insured** is deleted in its entirety and replaced with the following:

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire, or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner(if you are a partnership), or a member(if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
(6) Passenger(s) other than the driver.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 5

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

FELLOW EMPLOYEE EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Section II - Liability Coverage, Letter B - Exclusions, Item 5 - Fellow Employee, of the Business Auto Coverage Form is deleted in its entirety.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 6

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDMENT OF LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Our Limits of Liability are hereby amended to read:

1. Regardless of the number of:

   a. **"Insureds"** under this policy;
   b. Persons or organizations who sustain **"bodily injury"** or **"property damage"** or **physical damage**;
   c. Claims made or suits brought on account of damages to which this insurance applies; or
   d. Coverages under this policy which may apply,

it is agreed that the Company's limit of liability for damages arising out of any one **"accident"** or **"occurrence"** is $1,000,000 for all coverages combined. It is further agreed that Auto Physical Damage Insurance, Comprehensive and/or Collision, is subject to a $1,500 deductible each "Auto" per **"accident"** or **"occurrence"**.

This limit of liability will apply to **"accidents"** to which this policy applies and to **"accidents"** or **"occurrences"** covered under:

West Virginia Comprehensive Liability Policy number GL 360-94-51 issued to The State of West Virginia covering State Agencies, and

West Virginia Comprehensive Liability Policy number GL 360-94-50 issued to The State of West Virginia covering Senate Bill #3 Entities, and

Commercial Automobile Liability Policy number CA 313-57-43 issued to The State of West Virginia covering State Agencies.

If this Coverage Form and any other Coverage Form or policy issued to you by us or any of our affiliated companies apply to the same **"accident"** or **"occurrence"**, the maximum limit of insurance under all the Coverage Forms or policies will not exceed
$1,000,000. This condition does not apply to any other Coverage Form or policy issued by us or any of our affiliated companies specifically to apply as excess insurance over this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 7

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

PHYSICAL DAMAGE COVERAGE FOR DESIGNATED UNITS

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

For covered "autos" designated in the schedule below as being insured, the first paragraph of Section III. A. COVERAGE is deleted in its entirety and replaced by the following:

A. Coverage

1. We will pay for "loss" to a covered "auto" and/or its "permanently attached equipment."

Further C. Limit of Insurance is deleted in its entirety and replaced by the following:

C. Limit of Insurance

The most we will pay for "loss" to any one covered "auto" in any one accident is the least of:

1. The cost of repairing the damaged property;
2. The cost to replace a part or parts of the damaged property and/or permanently attached equipment as of the time of the loss with part or parts of like kind and quality, without deduction for depreciation,
3. The cost to replace the entire covered "auto and/or it's "permanently attached equipment" as of the time of the loss with a comparable new "auto" and/or permanently attached equipment" manufactured to current specifications or standards set by nationally recognized organizations such as NFPA or the U.S. Department of Transportation; or

With respect to owned or leased "autos" you acquire after the policy begins and not described in the schedule below or the declarations, the most we will pay is the least of items 1, 2, or 3 described above or any limit that may apply by endorsement.

Additional Definitions applicable to this Endorsement:

"Autos" shall include its equipment including Emergency Equipment used in the operation of the vehicle

"Permanently attached equipment" means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the **"auto."** Equipment inserted on permanently installed side crackers with or without the use of setscrews or tension, or tension, or portable firefighting and/or rescue related equipment shall not be construed as **"permanently attached equipment."**

All other terms, conditions, and exclusions of Section III-Physical Damage are unchanged.

SCHEDULE

All vehicles insured in the Board of Risk and Insurance Management (BRIM) Volunteer Fire Department and Ambulance Authority Rating Program for which have been reported to BRIM and BRIM has agreed to extend this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 8

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL 10

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Section I - Covered Autos, Item Two, A. - Description of Covered Auto Designation Symbols is amended to add:

Auto Liability

Symbol 10A **"Owned Auto"** - An "auto" owned by, leased to, rented by, or loaned to you provided however that any "auto" owned by the United States of America shall be considered an "Owned Auto" only while being used in your operations. This includes those "autos" you acquire ownership of after the policy begins.

"Mobile Equipment" as defined in the policy shall be considered an **"automobile"**

"Non-Owned Auto" – Those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while being used in your business.

Auto Physical Damage

Symbol 10 B **"Owned Auto"** - (1) An "auto" owned by you during the policy period, or (2) an "auto" leased to, rented by, or loaned to you, during the policy period which is required to be insured for Auto Physical Damage insurance under a written agreement, excluding any "auto" owned by the United States of America or your employees or your volunteers.

"Mobile Equipment" as defined in the policy shall be considered an **"automobile"**

Garagekeeper's Insurance

Symbol 10C "Autos" left with you for service, repair or storage. Any "auto" not owned by you or any of your employees while left with your garage business for service or repair.

Uninsured - Underinsured Motorists

Symbol 10D **"Owned Auto"** - An "auto" owned by, leased to, or loaned to you provided however that any "auto" owned by the United States of America shall be considered an "Owned Auto" only while being used in your operations. This includes those "autos" you acquire ownership of after the policy begins. This insurance does not apply to any "auto" owned by the State of West Virginia or any "**Non-owned auto"**.

"Mobile Equipment" as defined in the policy shall be considered an **"automobile"**

"Non-owned auto" – Those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. "Autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households shall be considered to be **"Non-owned autos"** for purposes of Symbol 10D, even if the vehicle is loaned, leased, hired or borrowed by you, or provided for your benefit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 9

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Section II - Liability Coverage, B. - Exclusions is amended to add:

14. Punitive Damages

Coverage for Punitive or Exemplary Damages arising from a purposeful or intentional tort to the extent that providing such coverage would violate the public policy expressed by the West Virginia Supreme Court in Hensley v. Erie Insurance Company 283 S.E. 2D 227 (W. VA. 1981).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 10

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

It is agreed that the insurance afforded by this insurance to each West Virginia Political Subdivision, charitable or public service organization or emergency services agency covered by Certificates of Liability Insurance on file with the Company, applies subject to the following provisions:

1. If an "insured" has other primary insurance for the hazards covered by this insurance, this insurance does not apply to losses occurring before the expiration or termination date of the other insurance except to the extent that the amount of loss exceeds the limit of liability of the insurance, but then only for an amount not exceeding the difference between any higher applicable limit of liability stated in the schedule of this policy and the limit of liability of the other insurance.

2. It is agreed that provisions of the Certificate of Liability insurance issued to each West Virginia Political Subdivision, charitable or public service organization, or emergency services agency are incorporated into this policy.

3. As stated in the Certificate of Insurance, which was incorporated into this policy by "2." above, it is a condition precedent of coverage under this policy that the additional insured does not waive any statutory or common law immunity conferred upon it.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 11

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDMENTS TO UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies Insurance provided under the following:

West Virginia Uninsured and Underinsured Motorists Coverage (CA 21 22)

Section "B. Who Is An Insured" is amended as follows:

1. You, except anyone, including but not limited to an employee of the "insured," who is injured during the course and scope of employment.

2. If you are an individual, any "family member," except any "family member" who is injured during the course and scope of employment.

3. Anyone else while "occupying" or using a covered "auto" or a temporary substitute for a covered "auto," except anyone else who is injured during the course and scope of employment. The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured," unless such "bodily injury" is sustained during the course and scope of employment.

Section "C. Exclusions," is amended as follows:

8. Anyone, including but not limited to an employee of the "insured," who is injured during the course and scope of employment.

Section "D. Limit of Insurance is amended as follows:

3. [Deleted].

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 12

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

I. Payment and Deductible Conditions

A. **We** will pay on behalf of the **Named Insured**, in accordance with the terms and condition of this policy, all sums that the **insured** is legally obligated to pay up to the limit of liability of this policy. **Our** limit of insurance includes, and shall not apply in addition to, any sum that **you** must reimburse **BRIM** for damages **we** have paid.

B. **You** must reimburse **BRIM** up to the Deductible Limit(s) shown on the Certificate of Insurance for any amounts **we** have paid as damages and/or "Allocated Loss Adjustment Expense". The Deductible will apply to each occurrence, accident, offense, claim or other basis as provided in each coverage part, regardless of the number of persons or organizations who sustain damage because of an occurrence, accident, offense, claim or other basis as provided in each coverage part.

II. Additional Conditions

A. Duty to Reimburse

1. **You** must reimburse **BRIM** in accordance with this endorsement for any payment we make in good faith on behalf of an insured under this policy.

2. Reimbursement is due and payable within forty-five (45) days of **your** receipt of an invoice for such reimbursement from **us**.

B. Default and Remedies

If **you** fail to perform any of **your** duties under this endorsement, **BRIM** may take any reasonable steps necessary to protect its interests, including termination of **your** participation in the insurance program administered by **BRIM**.

C. Recovery From Others

We have **your** rights and the rights of each insured under this policy, to recover all payments, including those within **your** reimbursement amount, from anyone liable for the damages. **You** will do everything necessary to protect those rights for **us** and to help **us** enforce them.

If **we** recover any payment **we** make under this policy from anyone liable for the damages, the amount **we** recover will first be applied to any payments **we** made in excess of the reimbursable amount or in expenses in obtaining the recovery. **We** will apply the remainder of the recovery, if any, to reduce the amount that is reimbursable by **you**.

III. Additional Definitions

As used in this endorsement, the following words are defined as:

Allocated Loss Adjustment Expense means all fees for services of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; costs of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation or defense of a loss or claim or suit against you, or the protection and perfection of your or our subrogation rights. However, **Allocated Loss Adjustment Expense** shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under this policy, with respect to a claim or suit against you.

We, us, or **our** means the National Union Fire Insurance Company of Pittsburgh, Pa.

You or **your** means each West Virginia County Board of Education or each political subdivision, charitable or public service organization or emergency services agency **we** insure per Endorsement # 1 of this policy.

BRIM means the West Virginia Board of Risk and Insurance Management.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 13

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

FOREIGN LIABILITY REIMBURSEMENT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEST VIRGINIA BUSINESS AUTO COVERAGE FORM

Section I. - Coverages, Coverage A, B, C, D, & E, 1. Coverages are amended to add:

As respects employees of the **"Named Insured"** hired in the United States of America or the Dominion of Canada and traveling for the **"insured"** outside of the United States of America, its territories or possessions, or the Dominion of Canada, such insurance as is afforded by the policy for liability imposed upon the **"Named Insured"** arising out of the ownership, maintenance or use of premises and all operations necessary or incidental thereto applies subject to the following additional conditions:

1) It is agreed that with respect to any proceeding or suit brought in foreign countries against the **"Named Insured"** arising out of the action of employees of the **"Named Insured"** while acting within the scope of their duties as such, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend, the **"insured"** under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company will effect to the extent possible such settlement or settlements as the Company and the **"insured"** deem prudent. The Company shall reimburse the **"insured"** for the reasonable costs of such investigation and defense within the applicable limit of liability of the policy for the amount of such authorized settlements.

2) In the event the **"insured"** is otherwise insured with respect to such coverage as is afforded by this endorsement, the provisions of this endorsement shall be null and void.

3) Such insurance as afforded by this endorsement shall not apply to any employees with respect to injury or destruction of property owned, occupied or used by or rented to the **"Named Insured"**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 14

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

AMENDMENT OF PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension, A. Transportation Expenses is hereby deleted and replaced with the following:

4. Coverage Extension

We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 15

This endorsement, effective 12:01 A.M. July 01, 2026 forms a part of

Policy No. CA 313-57-42 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

INCREASED LIABILITY LIMITS FOR EACH COUNTY BOARD OF EDUCATION, THEIR EMPLOYEES AND MEMBERS, THE COUNTY SUPERINTENDENT OF SCHOOLS, AND PUBLIC CHARTER SCHOOLS ELECTING TO OBTAIN COVERAGE AS MANDATED BY WEST VIRGINIA CODE §29-12-5a AS ENACTED BY THE FIRST EXTRAORDINARY SESSION OF THE 2019 WEST VIRGINIA LEGISLATURE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement #6 **AMENDMENT OF LIMITS OF LIABILITY** is amended to add:

2. The limit of the Company's liability is $1,250,000 for each county board of education, their employees and members, the county superintendent of schools, and public charter schools electing to obtain coverage through the insurance program administered by the West Virginia Board of Risk and Insurance Management for such county boards of education, as provided for and outlined in West Virginia Code §29-12-5a.

3. For all insured affected by this endorsement, all references to $1,000,000 in Section 1. of Endorsement #6 **AMENDMENT OF LIMITS OF LIABILITY** are replaced with $1,250,000.