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. GL 360-94-43 **CG DS 01 10 01**
Renewal of No. GL 995-27-15



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

COMMERCIAL GENERAL LIABILITY DECLARATIONS

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
P. O. BOX 1551
CHARLESTON, WV 25311-1687

POLICY PERIOD: From 07/01/2025 to 07/01/2026 at 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:
☐ CORPORATION ☐ PARTERNSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☒ OTHER MUNICIPALTY and OTHER

BUSINESS DESCRIPTION:

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: ON FILE WITH COMPANY

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: * $1,141,355

PREMIUM SHOWN IS PAYABLE: $1,141,355 at inception
*This policy is subject to annual audit.

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002 as amended by: the Terrorism Risk Insurance Program Reauthorization Act 2007:
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: 11/13/2026

93837 (12/06)
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FORMS SCHEDULE

Effective Date: 07/01/2025
Policy Number: GL 360-94-43

DEC-PG.DOC
WVCLP-FORMS.DOC
WVCLP-07/01/25 (State Agencies)

Endorsement # 1	Named Insured
Endorsement # 2	Amendatory Endorsement
Endorsement # 3	Exclusion of Claims, Awards, or Judgments Rendered by Human Rights Commissions or Grievance Boards or Governmental Agencies or Administrative Bodies
Endorsement # 4	Exclusion of Claims for Attorneys' Fees, Costs, Expenses, Fines, or Penalties Arising From Criminal Proceedings
Endorsement # 5	Exclusion of Non-Pecuniary Relief Claims
Endorsement # 6	Exclusion of Claims Seeking Non-Specific or General Demands
Endorsement # 7	Excluded Premises-Operations
Endorsement # 8	Absolute Asbestos Exclusion
Endorsement # 9	Absolute Lead Exclusion
Endorsement # 10	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
Endorsement # 11	Directive of "Named Insured" to Insurer Regarding Section 19-25-7 of the Code of West Virginia
Endorsement # 12	Selection of Counsel
Endorsement # 13	Joint Venture Clause
Endorsement # 14	Wrongful Acts Liability Coverage Extended for "Prior Acts"
Endorsement # 15	Limitation of Claims to Fault Attributable to State Entity
Endorsement # 16	Denial of First Party Claims Upon Default Endorsement
Endorsement # 17	Exclusion – Named Insured vs. Insured Claims
Endorsement # 18	Exclusion – New River Gorge Bridge Tours
Endorsement # 19	Exclusion - Selection of Contractors
Endorsement # 20	Physicians Appointed and Designated as State of West Virginia Emergency Services Level I/II Trauma Physicians
Endorsement # 21	Silicosis Exclusion Endorsement
Endorsement # 22	Foreign Liability Reimbursement Endorsement
Endorsement # 23	Absolute Mold and Fungus Exclusion
Endorsement # 24	Fraud, Dishonesty or Criminal Act Exclusion
Endorsement # 25	Exclusion of Coverage for Persons Accused or Convicted of Crimes and subject to the Orders of a Court
Endorsement # 26	Exclusion – Volunteer for Nonprofit Youth Organizations Act
Endorsement # 27	Medical Professional Liability Endorsement
Endorsement # 28	Attorney Fees Not To Be Considered As Costs Taxable Against An Insured
Endorsement # 29	Limitation of Coverage for Excessive Force Claims Made by Persons Taken Into Custody
Endorsement # 30	Limitation of Coverage for Abuse
89644 (07/05)	Coverage Territory Endorsement
94356 (10/16)	Deductible Coverage Endorsement – Form A

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company designated in the Declarations (A Stock Insurance Company, herein called the Company) agrees with the **"Named Insured"** as follows:

SECTION I - COVERAGES

COVERAGE A. - COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. Coverage - "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

The Company will pay on behalf of the **"insured"** all sums which the **"insured"** shall become legally obligated to pay as damages because of **"bodily injury"** or **"property damage"** to which this insurance applies, caused by an **"occurrence"**, and the Company shall have the right and duty to defend any suit against the **"insured"** seeking damages on account of such **"bodily injury"** or **"property damage"**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. Exclusions

This insurance does not apply to:

A. To liability assumed by the **"insured"** under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the **"Named Insured's products"** or a warranty that work performed by or on behalf of the **"Named Insured"** will be done in a workmanlike manner.

B. To **"bodily injury"** or **"property damage"** arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of

1) Any **"automobile"** or aircraft owned or operated by or rented or loaned to any **"insured"**, or
2) Any **"mobile equipment"** owned or operated by or rented or loaned to any **"insured"**, or
3) Any other **"automobile"**, **"mobile equipment"** or aircraft operated by any person in the course of their employment by an **"insured"**;

but this exclusion does not apply to the parking of an **"automobile"** on premises owned by, rented to or controlled by the **"Named Insured"** or the ways immediately adjoining, if such **"automobile"** is not owned by or rented or loaned to any **"insured"**.

C. To **"bodily injury"** or **"property damage"** arising out of and in the course of the transportation of **"mobile equipment"** by an **"automobile"** owned or operated by or rented or loaned to any **"insured"**.

D. 1) To **"bodily injury"** or **"property damage"** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned, rented, loaned or otherwise occupied or used by the **"Insured"**;
(b) At or from any site or location used by or for the **"Named Insured"** or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **"Named Insured"** or any person or organization for whom the **"Named Insured"** may be legally responsible; or

(d) At or from any site or location on which the **"Named Insured"** or any contractors or subcontractors working directly or indirectly on behalf of the **"Named Insured"** are performing operations:

(i) If the pollutants are brought on or to the site or location in connection with such operations; or
(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

2) To any loss, cost or expense arising out of any governmental direction or request that the **"Named Insured"** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

E. To **"bodily injury"** or **"property damage"** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act condition incident to any of the foregoing, with respect to

1) Liability assumed by the **"insured"** under an **"incidental contract"**, or
2) Expenses for first aid under the Supplementary Payments provision.

F. To any obligation for which the **"insured"** or any carrier as their insurer may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law, or under any similar law.

G. To **"bodily injury"** to any employee of the **"insured"** arising out of and in the course of their employment by the **"insured"** or to any obligation of the **"insured"** to indemnify another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the **"insured"** under an **"incidental contract"**.

H. To **"property damage"** to

1) Property owned or occupied by or rented to the **"insured"**,
2) Property used by the **"insured"**, or
3) Property in the care, custody or control of the **"insured"** or as to which the **"insured"** is for any purpose exercising physical control.

But parts 2) and 3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part 3) of this exclusion does not apply with respect to **"property damage"** (other than to **"elevators"**) arising out of the use of an **"elevator"** at premises owned by, rented to or controlled by the **"Named Insured"**.

I. To loss of use of tangible property which has not been physically injured or destroyed resulting from:

1) A delay in or lack of performance by or on behalf of the **"Named Insured"** or any contract or agreement, or
2) The failure of the **"Named Insured's products"** or work performed by or on behalf of the **"Named Insured"** to meet the level of performance, quality, fitness or durability warranted or represented by the **"Named Insured"**.

But this exclusion does not apply to loss of use of other tangible property from the sudden and accidental physical injury to or destruction of the **"Named Insured's products"** or work performed by or on behalf of the **"Named Insured"** after such products or work have been put to use by any person or organization other than an **"insured"**.

J. To **"property damage"** to the **"Named Insured's products"** arising out of such products or any part of such products.

K. To **"property damage"** to work performed by or on behalf of the **"Named Insured"** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

L. To damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **"Named Insured's products"** or work completed by or for the **"Named Insured"** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

M. To **"bodily injury"** or **"property damage"** arising out of the ownership, maintenance, use and all operations necessary or incidental thereto of any airport.

3. Persons Insured

Each of the following is an **"insured"** under this insurance to the extent set forth below:

A. The **"Named Insured"**,
B. Any elected or appointed official, executive officer, commissioner, director, or member of the **"Named Insured"** while acting within the scope of their duties as such,
C. Any faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** while acting within the scope of their duties as such, but the insurance afforded such individuals does not apply to **"bodily injury"** to another faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** arising out of or in the course of their employment. Employee shall not include any person working on a retainer or contractual agreement.
D. Any student or resident of the "**Named Insured**" in medicine, osteopathy, nursing, dentistry, pharmacy or allied health fields while acting within the scope of their curriculum as such.

This insurance does not apply to **"bodily injury"** or **"property damage"** arising out of the conduct of any partnership or joint venture of which the **"insured"** is a partner or member and which is not designated in this policy as a **"Named Insured".**

4. Policy Territory

"Policy territory" means:

a. The United States of America, its territories or possessions, or Canada or
b. International waters or airspace, provided the **"bodily injury"** or **"property damage"** does not occur in the course of travel or transportation to or from any other country, state or nation, or
c. Anywhere in the world with respect to damages because of **"bodily injury"** or **"property damage"** arising out of a product which was sold for use or consumption within the territory described in paragraph (a) above, provided the original suit for such damages is brought within such territory.

5. Combined Additional Coverages

It is agreed that with respect to such insurance as is afforded by the provisions of the policy relating to Comprehensive General Liability Insurance, this endorsement adds or modifies such insurance as follows:

A. Contractual Liability

"Bodily Injury" and "Property Damage" for which the "insured" has assumed liability under any contract or agreement subject to the following additional provisions:

1) The definition of **"incidental contract"** is amended to read as follows:
"Incidental contract" means any written contract or agreement relating to the conduct of the **"Named Insured's"** business.

2) The following additional exclusions apply to liability assumed by the **"insured"** under any **"incidental contract"**:

This insurance does not apply:

(a) To **"bodily injury"** or **"property damage"** for which the **"insured"** has assumed liability under any contract or agreement, if such injury or damage occurred prior to the execution of the contract or agreement.

(b) If the **"insured"** is an architect, engineer or surveyor, to **"bodily injury"** or **"property damage"** arising out of professional services performed by such **"insured"** , including

(i) The preparation or approval of maps, drawings, opinions, reports, surveys, change of orders, designs or specifications, and

(ii) Supervisory, inspection or engineering services.

(c) If the indemnitee of the **"insured"** is an architect, engineer or surveyor, to the liability of the indemnitee, their agents or employees, arising out of

(i) The preparation or approval of maps, drawings, opinions, reports, surveys, change of orders, designs or specifications, or

(ii) The giving of or the failure to give directions or instructions by the indemnitee, their agents or employees, provided such giving or failure to give is the primary cause of the **"bodily injury"** or **"property damage"**.

(d) To any obligation for which the **"insured"** may be held liable in an action on a contract by a third party beneficiary for **"bodily injury"** or **"property damage"** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

3) The following additional condition applies:
The Company shall be entitled to exercise all of the **"insured's"** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

B. Broad Form Property Damage Coverage Including Completed Operations

The **"Property Damage" Liability Coverages** applies to **"property damage"** to property in the care, custody or control of the **"insured"** and to **"property damage"** to work performed by or on behalf of the **"Named Insured"** subject to the following additional provisions:

1) Exclusion (a) below is added and Exclusions H. and K. of the Comprehensive General Liability Insurance Coverage are replaced by the following exclusions:

(a) To liability assumed by the insured under any contract or agreement;

(b) To **"property damage"**

(i) Property owned or occupied by or rented to the **"insured"** or, except with respect to the use of **"elevators"**, to property held by the **"insured"** for sale or entrusted to the **"insured"** for storage or safekeeping;

(ii) Except with respect to liability under a sidetrack agreement or the use of **"elevators"** to:

a. Property while on premises owned by or rented to the **"insured"** for the purpose of having operations performed on such property by or on behalf of the **"insured"**;

b. Tools or equipment while being used by the **"insured"** in performing their operations;

c. Property in the custody of the **"insured"** which is to be installed, erected or used in construction by the **"insured"**;

(iii) That particular part of any property not on premises owned by or rented to the **"insured"**:

a. Upon which operations are being performed by or on behalf of the **"insured"** at the time or the **"property damage"** arising out of such operations, or

b. Out of which any **"property damage"** arises, or

c. The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **"insured";**

(c) With respect to the **"completed operations hazard"**, to **"property damage"** to work performed by the **"Named Insured"** arising out of the work or any portion thereof, or out of materials, part or equipment furnished in connection therewith.

2) The **Broad Form Property Damage Coverage** shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **"insured"**, such as, but not limited to, Fire and Extended Coverage, Builder's Risk Coverage and or Installation Risk Coverage, and the **"Other Insurance"** condition of the policy is amended accordingly.

C. Foreign Liability Reimbursement Coverage

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"**.

D. Fire and/or Explosion Legal Liability Coverage - Real Property

The **Property Damage Liability Coverage** applies to **"property damage"** to structures or portion thereof rented to or occupied by the **"Named Insured"**, including fixtures permanently attached thereto, if such **"property damage"** arises out of fire and/or explosion, subject to the following additional provisions:

1) With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy exclusion (Broad Form), are deleted and replaced by the following:

   (a) This insurance does not apply to liability assumed by the **"insured"** under any contract or agreement;

   (b) As respects coverage afforded by the exploration hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.

2) The following are not "explosions" within the intent or meaning of the explosion coverage:

   (a) Electric arcing
   (b) Rupture or bursting or rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown
   (c) Water hammer
   (d) Rupture or bursting of water pipes
   (e) Rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water
   (f) Rupture, bursting or operation of pressure relief devices

3) The limit of Property Damage Liability in the Declarations of the policy as applicable to **"each occurrence"** is, as respects this **fire and/or explosion legal liability coverage - real property** amended to read $250,000 each occurrence.

E. Watercraft

It is agreed that the insurance afforded by the policy as respects watercraft shall be excess over any other valid and collectible insurance as respects the use of rental or watercraft by concessionaires.

It is further agreed that the **"Person Insured"** provision includes any person or organization legally responsible for the use of any such watercraft owned by the **"Named Insured"**, provided the actual use thereof is with the permission of the **"Named Insured"**.

F. Host Liquor Law Liability Coverage

The **"bodily injury"** and **"property damage"** coverages apply to **"bodily injury"** or **"property damage"** arising out of the serving or giving of alcoholic beverages, by or on behalf of the **"Named Insured"**, provided the **"Named Insured"**:

1) Is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

2) Is not an owner or lessor of premises used for such purpose if liability is imposed by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage.

Damages include damages for loss of support resulting from **"bodily injury"**.

G. Vehicles Owned or Leased by Public Bodies

It is agreed that any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the **"Named Insured"** shall be deemed an **"automobile"** and not **"mobile equipment"** if the sole reasons for considering it **"mobile equipment"** are either or both of the following:

1) That it is exempt from motor vehicle registration because the **"Named Insured"** is a public body not subject to the registration requirements applicable to private persons or organizations, or

2) That it is maintained for use exclusively on streets or highways owned by the **"Named Insured"**.

H. Additional Insured - Teams, Draft or Saddle Animals

It is agreed that with respect to the ownership, maintenance, operation, use, loading or unloading of draft or saddle animals and vehicles for use therewith, the **"Persons Insured"** provision includes any person or organization legally responsible for the use of such animals or vehicles, other that a person or organization or any employee thereof to whom the **"Named Insured"** has rented such animals or vehicles; provided that the actual use of such animals or vehicles is by the **"Named Insured"** or with their permission.

COVERAGE B. PERSONAL INJURY LIABILITY INSURANCE

1. Coverage - Personal Injury Liability

The Company will pay on behalf of the **"insured"** all sums which the **"insured"** shall become legally obligated to pay as **"damages"** because of injury (herein called **"personal injury"**) sustained by any person or organization and arising out of one or more of the following **"offenses"** committed in the conduct of the **"Named Insured's"** business:

Group A - False arrest, detention or imprisonment, **"corporal punishment"** or malicious prosecution

Group B - The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;

Group C - Wrongful entry or eviction, or other invasion of the right of private occupancy.

If such **"offense"** is committed during the policy period within the United States of America, its territories or possessions, or the Dominion of Canada, and the Company shall have the right and duty to defend any suit against the **"insured"** seeking **"damages"** on account or such **"personal injury"** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. **Exclusions**

This insurance does not apply to:

A. To liability assumed by the **"insured"** under any contract or agreement;

B. To **"personal injury"** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **"insured"**, but this exclusion shall only apply to such person, persons or entities as have committed such willful violation or consented thereto;

C. To **"personal injury"** arising out of any publications or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **"Named Insured"** was made prior to the effective date of this insurance;

D. To **"personal injury"** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the discretion of any **"insured"** with knowledge of the falsity thereof;

E. (1) To **"personal injury"** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned, rented, loaned or otherwise occupied or used by the **"Insured"**;

(b) At or from any site or location used by or for the **"Named Insured"** or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **"Named Insured"** or any person or organization for whom the **"Named Insured"** may be legally responsible; or

(d) At or from any site or location on which the **"Named Insured"** or any contractors or subcontractors working directly or indirectly on behalf of the **"Named Insured"** are performing operations:

(i) If the pollutants are brought on or to the site or location in connection with such operations; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

(2) To any loss, cost or expense arising out of any governmental direction or request that the **"Named Insured"** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

3. Persons Insured

Each of the following is an **"insured"** under this insurance to the extent set forth below:

A. The **"Named Insured";**
B. Any elected or appointed official, executive officer, commissioner, director, or member of the **"Named Insured"** while acting within the scope of their duties as such;
C. Any faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** while acting within the scope of their duties as such. Employee shall not include any person working on a retainer or contractual agreement.

This insurance does not apply to **"personal injury"** arising out of the conduct of any partnership or joint venture of which the **"insured"** is a partner or member and which is not designated in this policy as a **"Named Insured".**

4. Amended Definitions

When used in reference to this insurance:

"Damages" means only those damages which are payable because of **"personal injury"** arising out of an offense to which this insurance applies.

"Corporal punishment" means the infliction by an insured of physical pain upon a student as a disciplinary penalty for actual or alleged misbehavior.

"Offense" means an event which results in damages to someone other than an **"insured"**. An offense can involve a single sudden event or the continuous or repeated exposure to conditions. If the latter, the exposure shall constitute a single offense and shall be deemed to have been committed as of the most recent exposure to said conditions.

COVERAGE C. PROFESSIONAL LIABILITY INSURANCE

1. Coverage - Professional Liability

The Company will pay on behalf of the **"insured"** all sums which the **"insured"** shall become legally obligated to pay as **"damages"** because of injury to any person or animal arising out of the rendering of or failure to render, during the policy period any professional services, and the Company shall have the right and duty to defend any suit against the **"insured"** seeking such **"damages"**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and, with the written consent of the Board of Risk and Insurance Management of The State of West Virginia, such settlement of any claim or suit as it deems expedient but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply to:

A. **"Bodily injury"** to any employee of the **"insured"** arising out of and in the course of employment by the **"insured".**

B. Any obligation for which the **"insured"** or any carrier of the **"insured"** may be held liable under any Workers' Compensation, disability benefits or unemployment compensation law or any similar law.

C. The ownership, maintenance, operation, use loading or unloading of any aircraft, motor vehicle or trailer.

D. 1) To injury arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned, rented, loaned or otherwise occupied or used by the **"Insured"**;

(b) At or from any site or location used by or for the **"Named Insured"** or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **"Named Insured"** or any person or organization for whom the **"Named Insured"** may be legally responsible; or

(d) At or from any site or location on which the **"Named Insured"** or any contractors or subcontractors working directly or indirectly on behalf of the **"Named Insured"** are performing operations:

(i) If the pollutants are brought on or to the site or location in connection with such operations; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

2) To any loss, cost or expense arising out of any governmental direction or request that the **"Named Insured"** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

3. Persons Insured

Each of the following is an **"insured"** under this insurance to the extent set forth below:

A. The **"Named Insured";**
B. Any elected or appointed official, executive officer, commissioner, director, or member of the **"Named Insured"** while acting within the "**scope of their duties as such"**;
C. Any faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** while acting within the "**scope of their duties as such".** Employee shall not include any person working on a retainer or contractual agreement;
D. Any student or resident of the **"Named Insured"** in medicine, osteopathy, nursing, dentistry, pharmacy, post first professional degree, allied health fields, or other fields of a professional nature, while acting within the scope of their curriculum as such.

This insurance does not apply to injury arising out of the conduct of any partnership or joint venture of which the **"insured"** is a partner or member and which is not designated in this policy as a **"Named Insured".**

4. Extensions of Coverage

The insurance afforded by this endorsement is extended to cover **"Good Samaritan Acts"** rendered away from the premises of the **"Named Insured"** provided that this insurance will be excess over any valid and collectible insurance available to an **"insured"**.

5. Additional Definitions

When used in reference to this insurance:

"Damages" means all damages, including damages for death, which are payable because of injury to which this insurance applies.

The phrase **"scope of their duties as such"** also includes those duties that are authorized and defined in any employment agreement with the **"Named Insured"**.

The phrase **"Good Samaritan Acts"** means assistance of a medical nature rendered in an emergency situation, but only for the duration of the emergency, for which no remuneration is demanded or received, and if such assistance were not given, would result in probable additional injury or death to the injured party.

6. Additional Conditions

A. **"Insured's"** Duties in the Event of Injury, Claim or Suit.
When an injury occurs written notice shall be given by or on behalf of the **"insured"**, in accordance with the **"Insured's"** Duties in the Event of Injury, Claim or Suit condition.

B. First Aid Expenses Exclusion
The insurance shall not apply to expenses incurred by the **"insured"** for first aid at the time of the accident and the **"Supplementary Payments"** provision and the **"Insured's"** Duties in the Event of Injury, Claim or Suit condition are amended accordingly.

C. Limitation of Coverage Under Any Other Liability Insurance
Except as stated in this part, the policy does not apply to injury arising out of the rendering of or failure to render the professional services described in **1. Coverage - Professional Liability**.

COVERAGE D. STOP GAP LIABILITY INSURANCE

1. Coverage - Stop Gap Liability Insurance

The Company will pay on behalf of the **"insured"** all sums which the **"insured"** shall become legally obligated to pay as damages because of **"bodily injury"** to which this insurance applies, caused by an **"occurrence"**, to any employee of the **"insured"** whose remuneration has been reported and declared under a **"Workers' Compensation Law"** of the State of West Virginia and who has been injured in the course of their employment, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law and the Company shall have the right and duty to defend any suit against the **"insured"** seeking damages on account of such **"bodily injury"** even if any of the allegations of the suit are groundless, false or fraudulent, and the Company may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. Exclusions

This insurance does not apply to:

A. Liability assumed by the **"insured"** under any contract or agreement.

B. Any premium, assessment, penalty, fine, or other obligation imposed by any **"Workers' Compensation law"**.

C. **"Bodily injury"** suffered or caused by any person knowingly employed by the **"insured"** in violation of any law as to age, or under the age of 14 years, regardless of any such law.

D. Aircraft operations or the performance of any duty in connection with aircraft while in flight.

E. Any damages for **"bodily injury"** with respect to which the **"insured"** is deprived of any defense or defenses, or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of a **"Workers' Compensation law"**.

3. Persons Insured

Each of the following is an **"insured"** under this insurance to the extent set forth below:

A. The **"Named Insured";**
B. Any elected or appointed official, executive officer, commissioner, director, member, or managerial or supervisory personnel of the **"Named Insured"** while acting within the scope of his duties as such.

This insurance does not apply to **"bodily injury"** arising out of the conduct of any partnership or joint venture of which the **"insured"** is a partner or member and which is not designated in this policy as a **"Named Insured".**

4. Policy Period; Policy Territory

This insurance applies only to injury within the **"Policy territory"** (a) by accident occurring during the policy period or (b) by sickness or disease caused by or aggravated by exposure of which the last day of the last exposure, in the employment of the **"insured"**, to conditions causing the sickness or disease during the policy period.

5. Extensions of Coverage

The insurance afforded by this coverage part is extended to include damages for which the **"insured"** is liable under Section 23-4-2 of the West Virginia Compensation Act.

6. Additional Definitions

When used in reference to this insurance (including endorsements forming a part of the policy):

"Workers' Compensation Law" means the Workers' Compensation law and any Occupational Disease law but does not include those provisions of any such law which provide non-occupational disability benefits.

7. Additional Conditions

A. Excess Insurance
This insurance shall be excess over any other valid and collectible insurance.

COVERAGE E. WRONGFUL ACT LIABILITY INSURANCE

1. Coverage - Wrongful Act Liability Insurance

It is agreed that:

A. The Company will pay on behalf of the **"insureds"**, individually or collectively, or their executors, administrators or assignees, in accordance with the terms of this coverage part, all sums which said **"insureds"** shall become legally obligated to pay as damages for a **"loss"** arising from any **"Wrongful Act"** of the **"insured"** or of any other person for whose actions the **"insured"** is legally responsible, and the Company shall have the right and duty to defend any suit against the **"insured"** seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and, with the consent of the Board of Risk and Insurance Management of The State of West Virginia, such settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

B. The Company will pay on behalf of the **"Named Insured"**, in accordance with the terms of this coverage part, all sums which the **"Named Insured"** may be required or permitted by law to indemnify any **"insured"** for damages the **"insured"** shall become legally obligated to pay as damages for a **"loss"** arising from any **"Wrongful Act"** of the **"insured"** or of any other person for whose actions the **"insured"** is legally responsible, and the Company shall have the right and duty to defend any suit against the **"insured"** seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and, with the consent of the Board of Risk and Insurance Management of The State of West Virginia, such settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

C. The Company will pay on behalf of the **"Named Insured"**, in accordance with the terms of this coverage part, all sums which the **"Named Insured"** shall become legally obligated to pay as damages for a **"loss"** arising from any **"Wrongful Act"** of the **"Named Insured"** or of any other person for whose actions the **"Named Insured"** is legally responsible, and the Company shall have the right and duty to defend any suit against the **"Named Insured"** seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and, with the consent of the Board of Risk and Insurance Management of The State of West Virginia, such settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

It is further agreed that this insurance applies only to **"losses"** arising from **"Wrongful Acts"** occurring in or that were committed in the **"policy territory"** during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

A. Any claim based upon or attributable to the **"insured"** gaining in fact any personal profit or advantage to which they were not legally entitled, including remuneration paid in violation of law as determined by the courts.

B. Any claim arising out of the levy, imposition, collection, payment or failure to pay, or refund of, taxes, assessments, fees and charges or the valuation of property for assessment purposes.

C. Any claim which is insured on a primary basis by another valid policy or coverage parts A, B, C, or D of this policy.

D. Any claim which is based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while such **"insureds"** were engaged in any activity for which they received compensation from any source other than the **"Named Insured"** or were gratuitously engaged with other than by specific direction of the **"Named Insured"**.

E. Any claim arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned, rented, loaned or otherwise occupied or used by the **"Insured"**;

(b) At or from any site or location used by or for the **"Named Insured"** or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **"Named Insured"** or any person or organization for whom the **"Named Insured"** may be legally responsible; or

(d) At or from any site or location on which the **"Named Insured"** or any contractors or subcontractors working directly or indirectly on behalf of the **"Named Insured"** are performing operations:

(i) If the pollutants are brought on or to the site or location in connection with such operations; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

F. To any loss, cost or expense arising out of any governmental direction or request that the **"Named Insured"** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

G. To any claims(s) made against the **"insured"** for damages arising out of or attributable to:

Any failure to integrate or desegregate the student enrollment or participation in any school district, school or educational or extracurricular program on the basis of race, ethnic background or national origin, or,

The bussing or other transportation of students to or from school or extracurricular events in connections with a program or plan of such integration or desegregation, or,

Causing or allowing the student enrollment or participation in any school district, school or education or extracurricular program to be operated or administered on a discriminatory basis because of race, ethnic background or national origin.

H. To any claim(s) made against the **"insured"** for damages attributable to wages, salaries and benefits.

I. To any claim(s) based upon or attributable to any allegations or claims that the **"insured"** breached the terms of any type or any form of contract, either express or implied, written or oral.

3. Persons Insured

Each of the following is an **"insured"** under this insurance to the extent set forth below:

A. The **"Named Insured"**,
B. Those persons who were, are now or shall be duly elected or appointed officials, executive officers, commissioners, directors or members of the **"Named Insured"** while acting within the scope of their duties as such,
C. Any faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** while acting within the scope of their duties as such, but the insurance afforded such individuals does not apply to **"bodily injury"** to another faculty member, employee, volunteer worker or student teacher of the **"Named Insured"** arising out of or in the course of their employment. Employee shall not include any person working on a retainer or contractual agreement.

This insurance does not apply to **"bodily injury"** or **"property damage"** arising out of the conduct of any partnership or joint venture of which the **"insured"** is a partner or member and which is not designated in this policy as a **"Named Insured".**

4. Additional Definitions

When used in reference to this insurance:

A. **"Wrongful Act"** shall mean any actual or alleged act, breach of duty, neglect, error, misstatement, misleading statement or omission by the **"insured(s)"** in the scope of duties for the **"Named Insured"**, individually or collectively.

B. **"Loss"** shall mean any amount which the **"insured(s)"** are legally obligated to pay, including, but not limited to, any amounts which the **"Named Insured"** may be required or permitted to pay as indemnity to any **"insured"**, for a claim or claims made against an **"insured"** for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions (excluding salaries of officers or employees of the **"Named Insured"** or any other governmental body), claims or proceedings and appeals therefrom, premium on bonds to release attachments or similar bonds but without any obligation to apply for or furnish such bonds, provided always, however, **"loss"** shall not include fines imposed by law and any such amount due or payable under the terms of any contractual obligation.

5. Additional Duties In The Event Of Occurrence, Offense, Claim Or Suit - Notice of Claim

A. If the **"Named Insured"** or any **"insured"** shall receive written or oral notice from any party that it is the intention of such party to hold the **"insured"** responsible for a **"Wrongful Act"**, they shall give written notice to the Company of the receipt of such written or oral notice as soon as practicable, but in no event exceeding one year.

B. The **"Named Insured"** or any **"insureds"** , or the named designee shall, as a condition precedent to their rights under this policy, give the Company notice in writing as soon as practicable of any claim made and shall give the Company such information and cooperation as it may reasonably require.

C. For the purpose of the above clauses, notice to the Claims Manager, State Board of Risk and Insurance Management, shall constitute notice to the **"Named Insured"** or to any **"insureds"**.

D. In the event of any claim occurring hereunder, notice to the Company shall be given to AIG Claims, Inc. at P.O. Box 25670, Shawnee Mission, KS 66225. Notice shall be deemed to be received, if sent by prepaid mail properly addressed.

6. General Conditions

A. Severability Clause

The insurance afforded by this coverage part shall be construed as a separate agreement with each **"insured"**.

B. Subrogation Clause

In the event of any payment under this coverage part, the Company shall be subrogated to the extent of such payment to rights of recovery therefor, and the **"insureds"** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the **"insureds"**.

C. Public Entity Authorization Clause

By acceptance of this coverage part, the State Board of Risk and Insurance Management agrees to act on behalf of all **"insureds"** with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums, that may become due under this coverage part and the **"insureds"** agree that the State Board of Risk and Insurance Management shall act on their behalf.

D. Conformity Clause

Terms of this coverage part which are in conflict with the statutes of those states wherein certain provisions and coverages included under this coverage part are not permitted are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.

E. Action Against Company

No action shall lie against the Company, unless as a condition precedent thereto, the **"insured"** shall have fully complied with all terms of this coverage part. In the event of the bankruptcy or insolvency of the **"insureds"**, the Company shall not be relieved of the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency.

F. Changes

Notices of any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this coverage part, nor shall the terms of this coverage part be waived or changed, except by endorsement issued to form part of this coverage part.

G. Assignment

Assignment of interest under this coverage part shall not bind the Company until its consent is endorsed hereon.

H. Immunity

In accordance with W.Va. Code §29-12-5(a)(4), the Company is barred and estopped from relying upon the constitutional immunity of the State of West Virginia against claims or suits: Provided, that nothing shall bar a state agency or state instrumentality from relying on the constitutional immunity granted the State of West Virginia against claims or suits arising from or out of any state property, activity or responsibility not covered by a policy or policies of insurance: Provided, however, that nothing shall bar the Company as the insurer of political subdivisions from relying upon the statutory immunity granted such political subdivisions against claims or suits.

SECTION II - LIMITS OF INSURANCE

Regardless of the number of:

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

It is agreed that the Company's liability is limited as follows:

1. The limit of the Company's liability is $1,000,000 per triggering event. Triggering events are "**occurrence**", "**offense**", "injury", or "**loss**" as those events are described or defined in Coverages A, B, C, D, and E or elsewhere in the policy.

   The $1,000,000 limit applies to Coverages A, B, C, D, and E combined and not separately thereto. It is expressly understood and agreed that if a triggering event is insured under more than one coverage part, the limit of liability will not stack.

   The limit of liability will apply to "**occurrences**", "**offenses**", "injuries" and "**losses**" to which this policy applies and to accidents, "**occurrences**", "**offenses**", "injuries", or "**losses**" covered under::

   West Virginia Comprehensive Liability Policy number GL 360-94-42 issued to The State of West Virginia, and
   Commercial Automobile Liability Policy number CA 313-57-40 issued to The State of West Virginia, and
   Commercial Automobile Liability Policy number CA 313-57-39 issued to The State of West Virginia covering Senate Bill #3 Entities.

   If this Coverage Form or any other Coverage Form or policy issued to you by us or any of our affiliated companies apply to the same "**occurrence**", "**offense**", "injury", or "**loss**", the maximum limits of the Company's liability under all the Coverage Form or policies will not exceed the highest applicable limit of liability under any one Coverage Form or policy. This condition does not apply to any other Coverage Form or policy issued by us or any of our affiliated companies specifically as excess insurance over this Coverage Form.

2. For the purpose of determining the limit of the Company's liability:

   All "**Related Claims**", whenever made, shall be deemed to be a single claim and shall be deemed to have been first made at the time of the first "**occurrence**", "**offense**", "injury" or "**loss**".

   "**Related Claims**" means all claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

   a. Under coverage parts A and D all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **"occurrence"**,

   b. Under coverage part B, only one limit of liability applies regardless of the number of "**offenses**" which may come into play with any claim, demand, or action presented.

   c. Under coverage part C, **"occurrence"** means an act or omission or a series of related acts or omissions in the rendering of or failure to render professional services by one or more "insureds", and

d. Under coverage part E, **"occurrence"** means a **"Wrongful Act"** or a series of related **"Wrongful Acts"** of one or more **"insureds"**.

SECTION III - SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to each occurrence limit of liability:

1. All expenses incurred by the Company, all costs taxed against the **"insured"** in any suit defended by the Company and prejudgment interest awarded against the **"insured"** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of insurance, the Company will not pay any prejudgment interest based on that period of time after the offer.

2. Premium on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **"insured"** because of accidents or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250. per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds.

3. Expenses incurred by the **"insured"** for first aid to others at the time of an accident, for **"bodily injury"** to which this policy applies.

4. Reasonable expenses incurred by the **"insured"** at the Company's request in assisting the Company in the investigation or defense of the claim or suit, including actual loss of earnings up to $100 a day because of time off from work.

SECTION IV - DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"Allocated Claims Expenses" means that expense which can be allocated to individual claims and shall include, but not be limited to all administrative agency and court costs, fees and expenses; fees for service of process; fees to attorneys; the cost of services of undercover operatives and detectives; fees or cost for expert testimony; cost of copies of transcripts of testimony at coroner inquests or criminal or civil proceedings; cost of copies of public records; costs of depositions and court reporters or recorded statement and any similar costs or expenses properly chargeable to defense of a particular claim or to protect the right of subrogation of the **"insured"**. It does not include the cost of investigation and adjustment of claims by salaried employees of the company or independent adjusters substituted therefor.

"Automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **"mobile equipment"**.

"Bodily injury" means bodily injury, sickness or disease sustained by any person, which occurs during the policy period, including death at any time resulting therefrom.

"Collapse hazard" includes **"structural property damage"** as defined herein and **"property damage"** to any other property at any time resulting therefrom. **"Structural property damage"** means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **"collapse hazard"** does not include **"property damage"** (1) arising out of operations performed for the **"Named Insured"** by independent contractors, or (2) included within the **"completed operations hazard"** or the **"underground property damage hazard"**, or (3) for which liability is assumed by the **"insured"** under an incidental contract.

"Completed operations hazard" includes **"bodily injury"** and **"property damage"** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **"bodily injury"** or **"property damage"** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **"Named Insured"**. Operations include materials parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. When all operations to be performed by or on behalf of the **"Named Insured"** under the contract have been completed,
2. When all operations to be performed by or on behalf of the **"Named Insured"** at the site of the operations have been completed, or
3. When the portion of the work out or which the injury or damage arises has been put to its intended use by any person or organization other than another contractor of subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **"Completed operations hazard"** does not include **"bodily injury"** or **"property damage"** arising out of

(a) Operations in connection with the transportation of property, unless the **"bodily injury"** or **"property damage"** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
(b) The existence of tools, uninstalled equipment or abandoned or unused materials, or
(c) Operations for which the classifications stated in the policy or in the Company's manual specifies "including completed operations".

"Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **"automobile"** servicing hoist or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

"Explosion hazard" includes **"property damage"** arising out of blasting or explosion. The **"explosion hazard"** does not include **"property damage"** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **"Named Insured"** by independent contractors, or (3) included within the **"completed operations hazard"** or the **"underground damage hazard"**, or (4) for which liability is assumed by the **"insured"** under an **"incidental contract"**.

"Incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **"elevator"** maintenance agreement.

"Insured" means any person or organization qualifying as an insured in the **"persons insured"** provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

"Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled,

(1) not subject to motor vehicle registration, or
(2) maintained for use exclusively on premises owned by or rented to the **"Named Insured"**, including the ways immediately adjoining, or
(3) designed for use principally off public roads, or
(4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"Named Insured" means the organization named in Item 1. of the Declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the **"Named Insured"** or by others trading under their name, including any container thereof (other than a vehicle), but **"Named Insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **"bodily injury"** or **"property damage"** neither expected nor intended from the standpoint of the **"insured"**.

"Policy territory" means:

a. The United States of America, its territories or possessions, or Canada or
b. International waters or airspace, provided the **"bodily injury"** or **"property damage"** does not occur in the course of travel or transportation to or from any other country, state or nation, or
c. Anywhere in the world with respect to damages because of **"bodily injury"** or **"property damage"** arising out of a product which was sold for use or consumption within the territory described in paragraph (a) above, provided the original suit for such damages is brought within such territory.

"Products hazard" includes **"bodily injury"** and **"property damage"** arising out of the **"Named Insured's products"** or reliance upon a representation or warranty made at the time with respect thereto, but only if the **"bodily injury"** or **"property damage"** occurs away from premises owned by or rented to the **"Named Insured"** and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **"occurrence"** during the policy period.

"Underground property damage hazard" includes underground **"property damage"** as defined herein and **"property damage"** to any other property at any time resulting therefrom. **"Underground property damage"** means **"property damage"** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The **"Underground property damage hazard"** does not include **"property damage"** (1) arising out of the operations performed for the **"Named Insured"** by independent contractors, or (2) included within the **"completed operations hazard"**, or (3) for which liability is assumed by the **"insured"** under an **"incidental contract"**.

SECTION V - CONDITIONS

1. **Premium**

   All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

   The premium designated in this policy is a flat premium charge not subject to audit.

   The **"Named Insured"** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

2. **Inspection and Audit**

   The Company shall be permitted but not obligated to inspect the **"Named Insured's"** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **"Named Insured"** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

   The Company may examine and audit the **"Named Insured's"** books and records at any time during the policy period and extension thereof and within three years after the final termination of the policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws**

   When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **"bodily injury"** liability or for **"property damage"** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **"insured"** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. The **"insured"** must see to it that we are notified as soon as practicable of an **"occurrence"** or an offense which may result in a claim. To the extent possible, notice should include:

      1) How, when and where the **"occurrence"** or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the **"occurrence"** or offense.

   b. If a claim is made or suit is brought against the **"insured",** the **"insured"** shall immediately record the specifics of the claim, suit, demand, notice, summons or other process and the date received.

   c. The **"insured"** shall:

      1) Immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
      2) Authorize the Company to obtain records and other information.
      3) Cooperate with and, upon the Company's request, assist the Company in the investigation, settlement or defense of the claim or suit.
      4) Assist the Company, upon the Company's request, in the enforcement of any right of contribution or indemnity against any person or organization which may be liable to the **"insured"** because of injury or damage with respect to which insurance is afforded under this policy.

5) The **"insured"** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

No **"insureds"** shall, except at their own cost, voluntarily make a payment, assume any obligation, waive any statutory or common law immunity, or incur any expense, other than for first aid, without the consent of the Company.

5. **Legal Action Against Company**

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **"insured's"** obligation to pay shall have been finally determined by judgment against the **"insured"** after actual trial or by written agreement of the **"insured"**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No other person or organization shall have any right under this policy to join the Company as a party to any action against the **"insured"** to determine the **"insured's"** liability, nor shall the Company be impleaded by the **"insured"** or their legal representative. Bankruptcy or insolvency of the **"insured"** or of the **"insured's"** legal estate shall not relieve the Company of any of its obligations hereunder.

6. **Other Insurance**

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **"insured"** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

A. Contribution By Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
B. Contribution By Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation**

In the event of any payment under this policy, the Company shall be subrogated to all of the **"insured's"** rights to recovery therefore against any person or organization and the **"insured"** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **"insured"** shall do nothing after loss to impair or prejudice such rights. At the Company's request, the **"insured"** will bring suit or transfer those rights to the Company and help the Company enforce them.

8. **Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company for asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **"Named Insured"** shall die, such insurance as is afforded by this policy shall apply (1) to the **"Named Insured"** but only while acting within the scope of their duties as such, and (2) with respect to the property of the **"Named Insured"**, to the person having proper temporary custody thereof, as **"insured"**, but only until the appointment and qualification of the legal representative.

10. **Nonrenewal by the Company**

If the Company decides not to renew this policy, the Company shall mail or deliver to the first **"Named Insured"** shown in the Declarations written notice of the nonrenewal not less than 120 days before the expiration date.

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

11. **Cancellation**

This policy may be canceled by the **"Named Insured"** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the **"Named Insured"** at the address shown in the Declarations of this policy, written notice stating when not less than one hundred twenty (120) days thereafter such cancellation shall be effective, unless the policy is being canceled for non-payment of premium, in which case the Company shall provide not less than thirty (30) days notice. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **"Named Insured"** or by the Company shall be equivalent to mailing.

If the **"Named Insured"** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations.**

By accepting this policy, the **"Named Insured"** agrees:

a. The statements in the Declarations are the **"Named Insured's"** agreements and representations;
b. Those statements are accurate and complete;
c. The Company has issued this policy in reliance upon the truth of such representations;
d. This policy embodies all agreements existing between the **"Named Insured"** and the Company or any of its agents relating to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 1

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

NAMED INSURED

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Item 1 of the Declarations is completed to read as follows:

A. The State of West Virginia;

B. West Virginia Parkways Authority;

It is agreed that the "The State of West Virginia" means:

"The Legislative, Judicial and Executive Branches of the State of West Virginia, including all of its Boards, Commissions, Councils, Authorities, Institutions, Universities, Colleges, Schools, Departments, Divisions and Agencies; provided however, The State of West Virginia shall not be considered to include County Commissions, Municipalities, County Boards of Education, or other Political Subdivisions of the State regardless of any State Aid that may be provided."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 2

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 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:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Various provisions of the policy are amended as follows:

It is agreed that:

A. The terms of this policy which are in conflict with the statutes of the State of West Virginia are hereby amended to conform to such statutes.

B. Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage part to the first **"Named Insured"**, this insurance applies:

1. As if each **"Named Insured"** were the only **"Named Insured"**; and
2. Separately to each **"insured"** against whom claim is made or suit is brought.

C. As respects all facilities operated by Concessionaires, the insurance afforded by this policy form shall be excess over any other valid and collectible insurance.

D. If a **"Named Insured"** has other primary insurance for the hazards covered by this policy, this policy 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.

E. It is agreed that the provisions of the certificate of liability insurance issued by the State of West Virginia Board of Risk and Insurance Management to insureds covered under this policy are incorporated into this policy.

F. As stated in the Certificate of Insurance, which was incorporated into this policy by "E." 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 # 3

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION OF CLAIMS, AWARDS, OR JUDGMENTS RENDERED BY HUMAN RIGHTS COMMISSION OR GRIEVANCE BOARDS OR GOVERNMENTAL AGENCIES OR ADMINISTRATIVE BODIES

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No insurance coverage shall be applicable to any and all claims, awards, settlements, or judgments, that are filed with, rendered or accepted or adjudicated by any federal, state, county or municipal Human Rights Commission or any other federal, state, county or city administrative agency or grievance board. This exclusion applies to any form of grievance proceeding before an administrative agency or forum, including investigation by and litigation initiated by the Equal Employment Opportunity Commission. This exclusion applies whether the agency or commission is public, private, quasi-judicial or quasi-governmental. This exclusion applies to any appeals from any such commission, agency or administrative body.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 4

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION OF CLAIMS FOR ATTORNEYS' FEES, COSTS, EXPENSES, FINES, OR PENALTIES ARISING FROM CRIMINAL PROCEEDINGS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No coverage exists for attorneys' fees, costs, expenses, fines and penalties submitted to, or incurred in defending any criminal proceedings or charges, threatened or prosecuted against an **"insured"** or its employees, agents and servants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 5

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION OF NON-PECUNIARY RELIEF CLAIMS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No insurance coverage exists for any and all claims, demands or actions seeking relief in any non-pecuniary form, including but not limited to injunctions, equitable relief, and declaratory judgments, and to any claims, demands, or actions seeking relief in the form of attorney's fees, expenses, or other costs against the insured made in conjunction with, or as a result of, any claim for non-pecuniary relief.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 6

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION OF CLAIMS SEEKING NON-SPECIFIC OR GENERAL DEMANDS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No insurance coverage exists for any and all claims, demands or actions unless the specific demand for relief seeks compensatory or punitive damages (to the extent such punitive damages are allowed under existing law). Non-specific or general demands for judgment or relief, such as "for any other such relief as the court deems just and proper" and other similar types of demands, do not create a duty to either defend or pay under the terms and conditions of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 7

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUDED PREMISES-OPERATIONS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

It is agreed that the insurance afforded under this policy does not apply to any claim resulting from the ownership, design, selection, installation, maintenance, location, supervision, operation, construction, use, or control of streets (including sidewalks, highways or other public thoroughfares), bridges, tunnels, dams, culverts, storm or sanitary sewers, rights-of-way, signs, warnings, markers, markings, guardrails, fences, or related or similar activities or things but it is agreed that the insurance afforded under this policy does apply (1) to claims of **"bodily injury"** or **"property damage"** which both directly result from and occur while employees of the State of West Virginia are physically present at the site of the incident at which the **"bodily injury"** or **"property damage"** occurred performing construction, maintenance, repair, or cleaning (but excluding inspection of work being performed or materials being used by others) and (2) to claims of **"bodily injury"** or **"property damage"** which arise out of the maintenance or use of sidewalks which abut buildings covered by the policy.

It is further agreed that this exclusion does not apply to any **"Named Insured"** which is not immune under the Constitution of the State of West Virginia.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 8

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

This insurance does not apply to:

Any liability for **"bodily injury"**, **"property damage"** or "personal injury as defined in Coverage B" at any time arising out of:

1) the manufacture, transportation, storage or disposal of to asbestos products, asbestos fibers or asbestos dust or any goods or products containing asbestos;
2) the mining of, use of, sales of, installation of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust or any goods or products containing asbestos;
3) inhaling, ingesting or prolonged physical exposure to asbestos products, asbestos fibers or asbestos dust or any goods or products containing asbestos;
4) the use of asbestos in constructing or manufacturing any good(s), product(s) or structure(s);
5) the removal of asbestos products, asbestos fibers or asbestos dust from any good(s), product(s) or structure(s);
6) any obligation of the insured to indemnify any party because of damages arising out of such **"bodily injury"**, **"property damage"** or "personal injury as defined in Coverage B" at any time arising out of the manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust or any goods or products containing asbestos.

The insurance afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 9

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

This insurance does not apply to:

Any liability for **"bodily injury"**, **"property damage"** or "personal injury as defined in Coverage B" at any time arising out of:

1) the presence, ingestion, inhalation, or absorption of, or exposure to, lead in any form or products containing lead; or

2) the presence of, or exposure to, lead in any form or products containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 10

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

I. The insurance does not apply:

A. Under any Liability Coverage to **"bodily injury"** or **"property damage"**:

1. With respect to which an **"insured"** under the policy is also and insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. Resulting from the **"hazardous properties"** of **"nuclear material"** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **"insured"** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to **"bodily injury"** or **"property damage"** resulting from **"hazardous properties"** of **"nuclear material"**, if:

1. The **"nuclear material"** (a) is at any **"nuclear facility"** owned by, or operated by or on behalf of, an **"insured"** or (b) has been discharged or dispersed therefrom;

2. The **"nuclear material"** is contained in **"spent fuel"** or **"waste"** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **"insured"**; or

3. The **"bodily injury"** or **"property damage"** arises out of the furnishing by an **"insured"** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **"nuclear facility"**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to **"property damage"** to such **"nuclear facility"** and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means **"source material"**, **"Special nuclear material"** or **"by-product material"**.

"Source material", **"Special nuclear material"**, and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **"nuclear reactor"**.

"Waste" means any waste material (a) containing **"by-product material"** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **"source material"** content, and (b) resulting from the operation by any person or organization of any **"nuclear facility"** included under the first two paragraphs of the definition of **"nuclear facility"**.

"Nuclear facility" means:

(a) Any **"nuclear reactor"**;

(b) Any equipment or devise designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **"spent fuel"**, or (3) handling, processing or packaging **"waste"**;

(c) Any equipment or devise designed or used for the processing, fabricating or alloying of **"special nuclear material"** if at any time the total amount of such material in the custody of the **"insured"** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **"waste"**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 11

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

DIRECTIVE OF "NAMED INSURED" TO INSURER REGARDING SECTION 19-25-7 OF THE CODE OF WEST VIRGINIA

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Pursuant to Section 19-25-7 of the Code of West Virginia, the State of West Virginia on behalf of itself and all other **"insureds"** under this policy, hereby rejects an endorsement or any other provision in its policy which waives the defenses and immunities given to owners of land used for recreational, wildlife propagation or military purposes by Sections 19-25-1 through 19-25-7 inclusive (and as amended) of the Code of West Virginia and hereby directs the Insurer to utilize such defenses and immunities against any claim against the State of West Virginia and all other persons, organizations and public agencies or bodies which are **"insureds"** under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 12

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

SELECTION OF COUNSEL

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section V - Conditions, is amended to add:

13. **Selection of Counsel**

The Company shall have the sole right, obligation and duty to determine, retain and appoint legal counsel to defend any claim or suit to which this policy applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 13

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

JOINT VENTURE CLAUSE

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 3. Persons Insured are amended to add:

It is hereby understood and agreed that, as respects any liability of the insurance that is insured under this policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating, agreement or partnership (hereinafter called **"joint venture"**) in which the **"insured"** has an interest, the liability under this policy shall be limited to the products of

(1) The percentage interest of the **"insured"** in the said **"joint venture"** and

(2) The total limit of liability insurance afforded by this policy.

Where the percentage interest of the **"insured"** in said **"joint venture"** is not set forth in writing, this percentage to be applied shall be that which would be imposed by law at the inception of the **"joint venture"**. Such percentage shall not be increased by the insolvency or bankruptcy of others interested in said **"joint venture"**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 14

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

WRONGFUL ACTS LIABILITY COVERAGE
EXTENDED FOR "PRIOR ACTS"

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage E. Wrongful Act Liability Insurance is amended to add the following:

This insurance shall cover loss arising from any claim made against the **"Named Insured"**, the estates, heirs, legal representative or assigns of deceased persons who were **"insureds"** at the time of the **"Wrongful Act"** upon which such claims are based for **"Wrongful Acts"** that were committed in the **"policy territory"** during the period July 1, 1977 to July 1, 1995 for State of West Virginia agencies and during the period July 1, 1980 to July 1, 1986 for Boards of Education which are reported to the Company, so long as the claim made against the **"insured"** for a loss arising from any **"Wrongful Act"** of the **"insured"** or of any other person for whose actions the **"insured"** is legally responsible was never reported to the **"Named Insured's"** prior carrier(s) and the Board of Risk and Insurance Management of The State of West Virginia had no knowledge of the claim during the pendency of your claims made policy(ies).

However, this insurance does not apply to:

1. Claims made against the **"insured"** for a loss arising from any **"Wrongful Act"** of the **"insured"** or of any other person for whose actions the **"insured"** is legally responsible which occurred during the period July 1, 1977 to July 1, 1995 for State of West Virginia agencies and during the period July 1, 1980 to July 1, 1986 for Boards of Education and are:

    1) Covered under a prior claims made policy or any extended reporting period thereof issued to the **"insured"**;
    2) Not covered under any prior claims made policy issued to the **"insured"** because the limits of liability are exhausted;
    3) Not covered under any prior claims made policy because it is within a deductible or self-insured retention; or
    4) Not covered under any prior claims made policy because of the bankruptcy or insolvency of the insurer(s).

2. Claims made against the **"insured"** for a loss arising from any **"Wrongful Act"** of the **"insured"** or of any other person for whose actions the **"insured"** is legally responsible which occurred prior to July 1, 1977 for State of West Virginia agencies and prior to July 1, 1980 for Boards of Education.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 15

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

LIMITATION OF CLAIMS TO FAULT ATTRIBUTABLE TO STATE ENTITY

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

Pursuant to the laws of the State of West Virginia including, but not limited to, Article 10, Section 6 of the Constitution of the State of West Virginia:

No coverage exists as to claims, demands or actions seeking relief or damages from any state agency or entity or from its employees, agents and servants in their official capacities (referred to collectively as **"**state entity**"**) except as to the percentage of fault or negligence attributable to such **"**state entity**"** in relation to the total fault or negligence causing or claimed to have caused such damages, but in no event may recovery be had in an amount exceeding the state policy limit.

This endorsement does not, however, extinguish or in any way affect a **"**state entity's**"** right to contribution or indemnity or affect its right against any other actual or potential joint tortfeasor or its right to assert any defenses it may have against a plaintiff or a claimant in a civil action either threatened or pending.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 16

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

DENIAL OF FIRST PARTY CLAIMS UPON DEFAULT ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section V – Conditions, is amended to add:

13. We may withhold payment of first party claims to **you** or any **Insured** under this policy if **you** or any **Insured** fails to perform within 10 days after its due date any obligation **you** or any **Insured** has under this policy or any other agreement with us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 17

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION – NAMED INSURED VS. INSURED CLAIMS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No insurance coverage exists for any and all claims, demands or actions brought by the **"Named Insured"** as defined in Endorsement #1 against any insured that derives coverage under the same Certificate of Liability insurance issued by the Board of Risk & Insurance Management to the **"Named Insured"** as defined in Endorsement #1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 18

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION – NEW RIVER GORGE BRIDGE TOURS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I – Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

No insurance coverage exists for any and all claims, demands or actions arising out of guided or unguided tours of the New River Gorge Bridge in Fayette County, West Virginia conducted by, or on behalf of, or with the approval of the West Virginia Department of Transportation, Division of Highways and or the "**Named Insured"** as defined in Endorsement #1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 19

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION – SELECTION OF CONTRACTORS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I – Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

It is agreed that the insurance afforded under this policy does not apply to any claim, demand or action resulting from the negligent selection or retention of contractors or bidders for state funded construction projects related to streets (including sidewalks, highways, or other thoroughfares), bridges, tunnels, dams, culverts, storm or sanitary sewers, rights-of-way, signs warnings, markers, markings, guardrails, fences, or related similar activities or things for the West Virginia Department of Transportation, Division of Highways and or the "**Named Insured"** as defined in Endorsement #1.

It is further agreed that this exclusion does not apply to any **"Named Insured"** which is not immune under the Constitution of the State of West Virginia.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 20

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

POLICY PROVISIONS APPLICABLE TO PHYSICIANS APPOINTED AND DESIGNATED AS STATE OF WEST VIRGINIA EMERGENCY SERVICES LEVEL I/II TRAUMA PHYSICIANS BY THE COMMISSIONER OF THE BUREAU FOR PUBLIC HEALTH OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

1. **Section I - Coverages, Coverage C, 3. Persons Insured is amended to add:**

   E. Any licensed physician, while acting within the scope of their duties and appointment, who has been appointed and designated as a State of West Virginia Emergency Services Level I or Level II Trauma Physician by the Commissioner of the Bureau for Public Health of the West Virginia Department of Health and Human Resources.

2. It is agreed that no insurance coverage exists for any and all claims, demands or actions, under Coverage A, B, D, and E, of the Policy for any individual who qualifies as an insured under the terms of this Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 21

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

SILICOSIS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

"Bodily injury", "property damage", "personal injury as defined in Coverage B" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 22

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 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 COMPREHENSIVE LIABILITY COVERAGE FORM

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

As respects persons insured 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 # 23

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

ABSOLUTE MOLD AND FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

This insurance does not apply to:

Any liability for **"bodily injury"**, **"property damage",** or "personal injury as defined in Coverage B", including but not limited to claims, losses, **occurrences**, suits, costs, or expenses, related to, arising from or associated with inhaling, ingesting, or any physical exposure to, or clean-up, or remediation, or containment, or abatement, caused directly or indirectly at any time arising out of:

a. Any "fungus(i), "mold(s)", mildew or yeast, or
b. Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
c. Any substance, vapor, gas or other emission or organic or inorganic body or substance produced by or arising from any "fungus(i), "mold(s)", mildew or yeast, or
d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i), "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **"bodily injury"**, **"property damage"**, "personal injury as defined in coverage B", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "mold(s)", rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 24

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

FRAUD, DISHONESTY OR CRIMINAL ACT EXCLUSION

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E, 2. Exclusions are amended to add:

Any claim brought about or contributed to by fraud, dishonesty or criminal act of any **"insured"**; however, notwithstanding the foregoing, the **"insured"** shall be protected under the terms of this coverage part as to any claims upon which suit may be brought against them by reason of any alleged fraud, dishonesty or criminal act on the part of any **"insured(s)"**, unless a judgment or other final adjudication thereof adverse to such **"insured(s)"** shall establish that acts of active or deliberate fraud, dishonesty or criminal act committed by such **"insured(s)"** or unless there was an admission of guilt by the **"insured"**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 25

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

EXCLUSION OF COVERAGE FOR PERSONS ACCUSED OR CONVICTED OF CRIMES AND SUBJECT TO THE ORDERS OF A COURT

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I-Coverages, Coverages A, B, C, D & E, 3. Persons Insured are amended to add:

No person committed to the custody of the Division of Corrections and Rehabilitation or other state agency as a result of a finding of probable cause that a crime has been committed or a criminal conviction, and while still under order of the court, shall qualify as an insured under this policy.

This endorsement will apply irrespective of whether the person receives payment or consideration of any type from the state while in custody, and shall apply whether the custody be incarceration, probation or parole.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 26

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

by National Union Fire Insurance Company of Pittsburgh, Pa.

EXCLUSION – VOLUNTEER FOR NONPROFIT YOUTH ORGANIZATIONS ACT

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I - Coverages, Coverage A, B, C, D, & E.

No insurance coverage exists for any and all claims, demands or actions arising out of any actual or alleged act, error, neglect or omission resulting from a person or persons volunteering services as contemplated by and outlined in Chapter 29, Article 29 of the Code of West Virginia of 1931, as amended, known as the Volunteer for Nonprofit Youth Organizations Act.

THIS ENDORESEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT # 27

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

MEDICAL PROFESSIONAL LIABILITY ENDORSEMENT FOR MEDICAL AND DENTAL SCHOOLS AND FOR CLINICAL PRACTICE PLANS AND PERSONNEL ASSOCIATED WITH MEDICAL AND DENTAL SCHOOLS AS MANDATED BY WEST VIRGINIA CODE §55-7H-4 AS ENACTED BY THE REGULAR SESSION OF THE 2015 WEST VIRGINIA LEGISLATURE

This endorsement modifies Insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

1. **SECTION II – LIMITS OF INSURANCE** is amended to add:

   3. As regards the following listed insured only,

      - WEST VIRGINIA UNIVERSITY
      - MARSHALL UNIVERSITY
      - WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE
      - WEST VIRGINIA UNIVERSITY DENTAL CORPORATION
      - WEST VIRGINIA UNIVERSITY MEDICAL CORPORATION
      - WVU MEDICAL CORP CHARLESTON DIV DBA WVU PHYSICIANS OF CHARLESTON
      - UNIVERSITY HEALTHCARE PHYSICIANS INC
      - UNIVERSITY PHYSICIANS AND SURGEONS
      - WVSOM CLINIC INC DBA ROBERT C BYRD CLINIC

   the limit of the Company's liability under SECTION I – COVERAGES, COVERAGE C is $1,500,000 combined for damages arising out of any one "occurrence' for claims arising from a "**medical injury"** to a "**patient"**, including death resulting, in whole or in part, from the "**medical injury"**, either through act or omission, or whether actual or imputed. The provisions of this endorsement apply to the acts and omissions of the following while acting within their "**scope of authority or employment"** for a "**state's medical and dental school or state medical school**" or a "**clinical practice plan**" regardless of whether the persons are engaged in teaching, research, clinical, administrative or other duties giving rise to the medical injury and regardless of whether the activities were performed on behalf of a state medical school, dental school or clinical practice plan: all full-time, part-time, visiting and volunteer directors, officers, faculty members, residents, fellows, students, "**employees**", agents and "**contractors**" of a "**state's medical and dental school or state medical school**" or a "**clinical practice plan.**"

   The bold/underlined words in the previous paragraph shall be given the meanings ascribed to them in West Virginia Code §55-7H-2. Definitions.

The limits of insurance that are modified by the terms of this endorsement will be automatically adjusted annually on July 1, pursuant to West Virginia Code §55-7H-4, to account for inflation by an amount equal to the most recently published Consumer Price Index published by the United States Department of Labor. These annual adjustments will continue until such time as the limit of insurance equals $2,000,000 for any one “occurrence”.

This endorsement does not modify the $1,000,000 limit of the Company’s liability for any and all claims, demands or actions, under SECTION I – COVERAGES, COVERAGE A, B, D and E of the Policy or for any claim under COVERAGE C except those specifically delineated in this endorsement.

THIS ENDORESEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT # 28

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 issued to The State of West Virginia

By National Union Fire Insurance Company of Pittsburgh, PA.

ATTORNEY FEES NOT TO BE CONSIDERED AS COSTS TAXABLE AGAINST AN INSURED

This endorsement modifies Insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

SECTION III – SUPPLEMENTARY PAYMENTS is amended to add:

Attorney fees awarded or due an opposing party in a claim or civil action that is or can be maintained in federal or state court shall not be considered as costs taxable against an insured for purposes of Supplementary Payments. Such attorney fees will be included in and limited by the limit of liability available for the claim, demand, or action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 29

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43

issued by National Union Fire Insurance Company of Pittsburgh, PA.

LIMITATION OF COVERAGE FOR EXCESSIVE FORCE CLAIMS MADE BY PERSONS TAKEN INTO CUSTODY

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I – Coverages A, B, C, D, and E are amended to add:

This insurance does not apply to claims for excessive force made by person(s) taken into custody except as provided in this endorsement.

I. Additional Definitions

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

Excessive Force means any use of force that is more than is necessary to control a situation or apprehend someone, including but not limited to using force that is not proportional to the threat, using force that is unnecessary to keep things under control, misuse of tasers, batons, or firearms, and the use of deadly force.

Person(s) Taken into Custody means any person who, incident to arrest, questioning, or other police activity, is restrained or otherwise subdued by law enforcement or correctional professional(s).

Claimant, for purposes of this endorsement, means any **person(s) taken into custody** claiming bodily injury or property damage or any other type of injury allegedly caused by **excessive force**. Claimant shall specifically include the claimant's next friend(s) or any and all family members who may make claim as a result of the allegations of **excessive force** by the claimant or on his or her behalf.

II. Limit of Excessive Force Liability Coverage

1. In all claims based on allegations of **excessive force** made by **person(s) taken into custody**, the limits of liability coverage shall be limited to Five Hundred Thousand Dollars ($500,000.00) for any and all damages recoverable by a **claimant** stemming from the alleged conduct whether brought in the same civil

action or multiple civil actions arising from the same event, series of events, or occurrence. Provided, however, that this limit of liability for excessive force coverage shall not apply to the recovery of reasonable and necessary medical expenses actually incurred. These medical expenses shall not include expenses incurred or expected for psychiatric or psychological treatment or other counseling. In no event may recovery be had in excess of One Million Dollars ($1,000,000.00) for any claim based on allegations of **excessive force** made by **person(s) taken into custody** against any and all entities or individuals who may derive insurance coverage under this policy and other policies in accordance with **SECTION II – LIMITS OF INSURANCE** whether brought in the same civil action or multiple civil actions arising from the same event, series of events, or occurrence.

A. These limits apply to every claim based on allegations of **excessive force** made by **person(s) taken into custody**, including claims of inadequate supervision, improper hiring or training, respondeat superior, or any other theory of liability whether brought in the same civil action or multiple civil actions arising from the same event, series of events, or occurrence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 30

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43

issued by National Union Fire Insurance Company of Pittsburgh, PA.

LIMITATION OF COVERAGE FOR ABUSE

This endorsement modifies insurance provided under the following:

WEST VIRGINIA COMPREHENSIVE LIABILITY COVERAGE FORM

Section I – Coverages A, B, C, D, and E

This insurance does not apply to any **"claim of abuse"** except as provided in this endorsement.

I. Additional Definitions

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

"Abuse" means any kind of negative or purposeful mistreatment, be it physical or mental, or which is based on sexual orientation, gender, race, racial identification, or any other purpose or motivation. **"Abuse"** specifically includes mental and physical abuse, sexual abuse, discrimination based on any of the factors described herein, or perpetrated through communications or a failure to communicate to include electronic media or any other form of communication.

"Claim of abuse" means any claim asserted by or on behalf of **"claimant"** stemming from a single allegation of **"abuse"** or a series of allegations of **"abuse"**, whether based in tort, contract, common law, statutory law, regulatory law, constitutional law, or any other theory of recovery. **"Claim of abuse"** is specifically meant to include any and all claims arising from a series of multiple acts of alleged **"abuse"** occurring within a single policy year.

"Claimant" means any individual claiming **"bodily injury"** or **"property damage"** or any other type of injury allegedly caused by **"abuse"**. **"Claimant"** shall specifically include the **"claimant's**" next friend(s) or any and all family members who may make claim as a result of the allegations of **"abuse"** by the **"claimant"** or on his or her behalf.

"Interrelated claims of abuse" means each and every separate "**claim of abuse"** which have as a common nexus any person who committed or participated in the commission of acts of "**abuse"** or failed to report the same as required, any fact, circumstance, situation, event, or cause, regardless of:

1. The number of "**claimants"** making a "**claim of abuse"** resulting from the "**abuse";**
2. The number of locations where the "**abuse"** took place;

3. The number of acts of "**abuse"**; or
4. The period of time over which the "**abuse"** took place, including whether the "**abuse"** took place before, during or after the policy period; and

such "**interrelated claims of abuse"** shall constitute one incident for purposes of this endorsement.

II. Limit of Liability

1. In all claims based on allegations of **"abuse"**, recovery shall be limited to Five Hundred Thousand Dollars for any and all damages recoverable by a "**claimant"** stemming from the alleged abusive conduct. Provided, however, that this limit shall not apply to the recovery of reasonable and necessary medical expenses actually incurred, in an amount not to exceed Five Hundred Thousand Dollars. These medical expenses shall not include expenses incurred or expected for psychiatric or psychological treatment or other counseling. Notwithstanding the foregoing, in no event may recovery be had in excess of One Million Dollars for any **"claim of abuse"** against any and all entities or individuals who may derive insurance coverage under this policy and other policies in accordance with **SECTION II – LIMITS OF INSURANCE** which is incorporated herein by reference.

   A. These limits apply to every "**claim of abuse"** arising from alleged abusive conduct, including claims of inadequate supervision, improper hiring or training, respondeat superior, or any other theory of liability.

2. An annual aggregate of $3,000,000 per insured for State Agencies, shall apply to claims, demands or actions seeking relief in any form based on allegations of "**abuse"**.

III. Exclusion

This policy will not provide coverage to any person who engaged in "**abuse"** or knew of any act of "**abuse"** and failed to report it to authorities when under a legal duty to do so. Our duty to defend and indemnify ends when there is an admission to such act or when an adverse judgment is rendered.

IV. Additional Conditions

1. Only one **"claim of abuse"**, per **"claimant"**, may be presented against any and all **"insureds"** during any given policy year. No coverage exists for any claim, demand or action presented during any given policy year if another **"claim of abuse"** against any **"insured"** has previously been presented by that **"claimant"** for consideration.

2. This policy will only respond to one incident of "**interrelated claims of abuse"** per "**Named Insured"** per policy year. No coverage exists for any incident of "**interrelated claims of abuse"** presented against the "**Named Insured",** or anyone deriving coverage through that "**Named Insured",** during the policy year if another incident of "**interrelated claims of abuse"** has been presented for consideration and results in expenses incurred or payments made.

3. No coverage exists for any **"claim of abuse"** that would fall within an existing incident of **"interrelated claims of abuse"** unless it be presented within 120 days of the submission of the first **"claim of abuse"** making up part of that incident.

4. **"Abuse"** must be reported to us as soon as practical but in no event later than 180 consecutive days following the initial discovery of any actual, alleged or pending **"abuse"**.

V. Time Limitation on Claims

This policy will not provide coverage for any claim, demand or action seeking relief in any form for a claim of alleged **"abuse"** which shall be brought more than seven years after the date of the first instance of alleged **"abuse"**. This limitation is notwithstanding any limitation on actions and suits spelled out in West Virginia Code, Chapter 55, Article 2.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. July 1, 2025 forms a part of

Policy No. GL 360-94-43 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 1, 2025 forms a part of

Policy No. GL 360-94-43 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
General Liability	360-94-43

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 $1,000,000** 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	☐
☒	Medical Professional Liability for Medical and Dental Schools and for Clinical Practice Plans and Personnel associated with Medical and Dental Schools as Mandated by West Virginia Code §55-7H-4	$2,000,000	☒	☐

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

The **Deductible Amount of $_____** 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	
☐		
☐		

Part 3. ANNUAL AGGREGATE DEDUCTIBLE AMOUNT

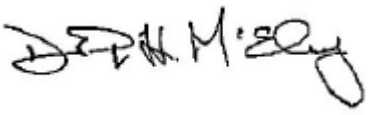
Annual Aggregate Deductible Amount:

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)