

## 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](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

## FORMS SCHEDULE

**Named Insured:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**Policy Number:** XS 6882276

**Effective 12:01 AM:** July 1, 2022

End't. No.	Form Name	Form Number/ Edition Date
	Excess Liability Declarations Page	76588 (10/00)
	Excess Liab Pol Form	60225 (10/04)
	Schedule of Underlying	UNDSCH (05/99)
	Policyholder Disclosure Notice of Terrorism Insurance Coverage	96556 (01/15)
1	Violation of Comm & Info Law Exclusion Endt.,	89057 (07/16)
2	Uninsured/Underinsured Motorist Coverage Endt.,	82609 (05/12)
3	Economic Sanctions Endt.,	89644 (06/13)
4	West Virginia Amendatory Endt	80943 (10/02)
5	Act of Terrorism SIR	81302 (09/15)
6	Architects and Engineers Error and Omission	MNSCPT (08/16)
7	West Virginia Public Response	94135 (12/09)
8	Premium Computation Amend Endt.,	91485 (07/10)
9	Total Pollution Exclusion Endorsement	81545 (02/03)
10	Notification of Accidents or Occurrences Endorsement	90693 (07/10)
11	Limitation of Coverage to Specified Insureds	MNSCPT (08/16)
12	Foreign Liability Limitation Endorsement	MNSCPT (08/16)
13	Modification of the Uninsured/Underinsured Motorists Endorsement	MNSCPT (08/16)
14	Absolute Sexual Abuse or Molestation Exclusion	MNSCPT (08/16)
15	Neurodegenerative Injury Exclusion	MNSCPT (07/13)
16	Exclusion-Access or Disclosure of Confidential or Personal Information and Data Related Liability Endorsement	MNSCPT (10/19)
17	Deductible Coverage Endorsement – Form A	MNSCPT (07/20)
18	Communicable Disease Exclusion	MNSCPT (03/20)

**EXCESS LIABILITY DECLARATIONS**

**THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

Administrative/Mailing Address:  
175 Water Street, 18th Floor

New York, NY 10038

**ILLINOIS NATIONAL INSURANCE CO.**

Administrative/Mailing Address:  
175 Water Street, 18th Floor

New York, NY 10038

**CHARTIS CASUALTY CO.**

Administrative/Mailing Address:  
175 Water Street, 18th Floor

New York, NY 10038

**POLICY NUMBER:** XS 6882276

**RENEWAL OF:** XS 6547130

**PRODUCER NAME:** USI INS SERVICES LLC  
**ADDRESS:** ONE HILLCREST DRIVE EAST  
CHARLESTON, WV 25311

**ITEM 1. NAMED INSURED:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION  
**ADDRESS:**  
1124 SMITH STREET  
SUITE 4300  
CHARLESTON, WV 25301

**ITEM 2. POLICY PERIOD: FROM:** July 1, 2022 **TO:** July 1, 2023  
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

**ITEM 3. LIMITS OF INSURANCE:**  
The Limits of Insurance, subject to all the terms of this policy, are:  
\$5,000,000 Each Occurrence  
\$25,000,000 Annual Aggregate (as defined in the First Underlying Insurance Policy)

**ITEM 4. SCHEDULE OF UNDERLYING INSURANCE**  
First Underlying Insurance Policy  
Insurer, Policy No. and Term  
National Union Fire Insurance  
GL 6882274  
07/01/2022 to 07/01/2023  
Applicable Limits  
\$1,250,000 Each Occurrence  
Annual Aggregate (where applicable)

Other Underlying Insurance Policy  
Insurer, Policy No. and Term  
National Union Fire Insurance  
CA 9767479  
07/01/2022 to 07/01/2023  
Applicable Limits  
\$1,250,000 Each Occurrence  
Annual Aggregate (where applicable)

**ITEM 5. POLICY PREMIUM:** \$60,000.00

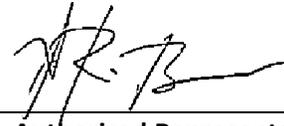
Taxes: N/A  
Surcharges: N/A

ITEM 6. SEE ATTACHED SCHEDULE

COUNTERSIGNED: \_\_\_\_\_

76588 (10/00)

BY: \_\_\_\_\_



Authorized Representative

# EXCESS LIABILITY POLICY FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured as shown in Item 1 of the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

## INSURING AGREEMENTS

### I. Coverage

- A.** We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.
- B.** The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.
- C.** Maintenance of Underlying Insurance

The limits of insurance of the Underlying Insurance shown in Item 4 of the Declarations shall be maintained in full effect during the period of this policy except for any reduction or exhaustion of aggregate limits contained therein solely by the payment for damages for accidents or occurrences, whichever is applicable, that take place during each annual period of this policy and that are insured by this policy.

If you fail to comply with this requirement, we will only be liable to the same extent that we would had you fully complied with this requirement.

### II. Definitions

- A.** Ultimate Net Loss

The term "Ultimate Net Loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the Underlying Insurance shown in Item 4 of the Declarations.

- B.** Each Annual Period

The term "Each Annual Period" means each consecutive period of one year commencing from the inception date of this policy.

- C.** Pollutants

The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

**D. Hostile Fire**

The term "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

**III. Conditions**

**A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, earned premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in Item 1 of the Declarations shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

**B. Changes**

You must promptly notify us of any coverage or limit changes made after the inception date of this policy to the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

**C. Defense**

We will not be obligated to assume charge of the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against the Insured. We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, suits or proceedings relative to any accident or occurrence which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

**D. Notification of Accidents or Occurrences**

You must see to it that we are notified as soon as practicable of any accident or occurrence which may result in any claim or suit under this policy.

**E. Premium**

The first Named Insured shown in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

At the beginning of the policy period, you must pay us the Policy Premium shown in Item 5 of the Declarations.

If this policy is cancelled, we will compute the earned premium for the time this policy was in force. If the earned premium is less than the Policy Premium, we will return the difference to you.

**F. Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of any claim covered by this policy.

But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the Underlying Insurance or assume any obligation within the Underlying Insurance area.

**IV. Exclusions**

This insurance shall not apply to:

- A.**
  - 1.** Ultimate Net Loss arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - 2.** Any obligation of the Insured to indemnify any party because of damages arising out of such Ultimate Net Loss as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - 3.** Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from Ultimate Net Loss as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.
- B.**
  - 1.** Ultimate Net Loss arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of pollutants anywhere in the world;
  - 2.** Any loss, cost or expense arising out of any governmental direction or request that we, the Insured or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or assess the effects of pollutants; or
  - 3.** Any loss, cost, or expense, including but not limited to costs of investigation or attorney's fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants.

This exclusion B. shall not apply to Ultimate Net Loss arising out of:

- 1.** Heat, smoke or fumes from a hostile fire;
- 2.** The upset, overturn or collision of a motor vehicle; or
- 3.** The Products-Completed Operations Hazard.

**C. Ultimate Net Loss:**

- 1. a.** with respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or



- (4) any structure, basin, excavation, premises or place prepared or used for 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;
- g. "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;
- h. Ultimate Net Loss includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.

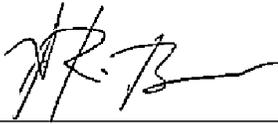


SECRETARY



PRESIDENT

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Authorized Representative

**SCHEDULE OF UNDERLYING INSURANCE**

Issued to: THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

Policy Number: XS 6882276

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
General Liability, Personal Injury Liability, Professional Liability, Stop Gap Liability and Wrongful Act Liability	National Union Fire Insurance GL 6882274 07/01/2022 to 07/01/2023	\$1,111,250 Each Occurrence Defense Expense are in addition to the Limit
Automobile Liability	National Union Fire Insurance CA 9767479 07/01/2022 to 07/01/2023	\$1,111,250 Combined Single Limit Defense Expenses are in addition to the Limit



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**AUTHORIZED REPRESENTATIVE**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE  
(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$16,782 and does not include any charges for the portion of losses covered by the United States government under the Act.

**ENDORSEMENT No. 1**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS 6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY FORM**

**Violation of Communication or Information Law Exclusion Endorsement**

This policy is amended as follows:

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to:

Ultimate Net Loss arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, which addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

It is understood that to the extent any coverage may otherwise be available under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT No. 2**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS 6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY FORM**

**UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT**

**THIS ENDORSEMENT APPLIES TO A COVERED AUTO REGISTERED OR PRINCIPALLY GARAGED IN THE FOLLOWING STATE(S) (where indicated by an "X")**

The Declarations ITEM 3. LIMITS OF INSURANCE is amended to include the following additional provisions:

**Applicable Uninsured/Underinsured Each Occurrence Limit(s)**

	VERMONT	\$ Bodily Injury and Property Damage Combined Single Limit
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And, if Uninsured/Underinsured Motorist Coverage has been selected under this policy:

**Applicable Uninsured/Underinsured Each Occurrence Limit(s)**

	FLORIDA	\$ Bodily Injury
X	WEST VIRGINIA	\$ Bodily Injury and Property Damage Combined Single Limit

And, if Uninsured/Underinsured Motorist Coverage has not been rejected under this policy:

**Applicable Uninsured/Underinsured Each Occurrence Limit(s)**

	LOUISIANA	\$ Bodily Injury Limit
	NEW HAMPSHIRE	\$ Bodily Injury Limit

**Uninsured/Underinsured Motorists Retained Limit \$1,000,000**

**COVERAGE**

**Section I. Coverage** is amended to include the following additional provisions:

1. We will pay on your behalf the Ultimate Net Loss in excess of the Uninsured/Underinsured Motorists Retained Limit the Insured is legally entitled to recover as compensatory damages from the owner or operator of:
  - a. An Uninsured Motor Vehicle as defined in Definition 8.a., 8.b. and 8.c. of this endorsement because of Bodily Injury sustained by the Insured, or Property Damage and caused by an Occurrence, and
  - b. An Uninsured Motor Vehicle as defined in Definition of 8.d. of this endorsement because of Bodily Injury sustained by any Insured, or Property Damage.

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the Uninsured Motor Vehicle.

2. We will pay under this coverage only if a., b., or c. below applies:
  - a. The limits of any applicable liability bonds or policies of the Uninsured Motor Vehicle have been exhausted by judgments or payments (**Not applicable where the Uninsured/Underinsured Motorists laws of Louisiana apply**);
  - b. The submission of claims exceeds the limits of liability under any applicable Bodily Injury bonds or policies (**Applicable only where the Uninsured/Underinsured Motorist laws of Louisiana apply**); or
  - c. A tentative settlement has been made between an Insured and the insurer of the vehicle described in paragraph b. of the definition of Uninsured Motor Vehicle of this endorsement and we:
    - 1) Have been given prompt written notice of such settlement; and
    - 2) Advance payment to the Insured in an amount equal to the tentative settlement within 90 days (**30 days where the Uninsured/Underinsured Motorist laws of Florida apply; 60 days where the Uninsured/Underinsured Motorist laws of West Virginia apply; as soon as practicable where the Uninsured/Underinsured Motorist laws of Louisiana apply**) after receipt of notification.
3. Any judgment for damages arising out of a Suit brought without our written consent is not binding upon us (**Not applicable where the Uninsured/Underinsured Motorists laws of Louisiana apply**).

#### LIMITS OF INSURANCE

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section I. Coverage**, Paragraph B. is amended to include the following additional provisions:

1. Regardless of the number of covered Autos, Insureds, premiums paid, claims made or vehicles involved in the Occurrence, the most we will pay for all damages resulting from any one Occurrence are the Limits of Insurance shown in Item 3. of the Declarations (as amended in this endorsement).
2. With respect to coverage provided under Paragraph 8.b. of the definition of Uninsured Motor Vehicle, the Limit of Insurance shall be reduced by all sums paid for Bodily Injury or Property Damage by or on behalf of anyone who is legally responsible.
3. Retained Limit

We will be liable only for that portion of damages in excess of the Uninsured/Underinsured Motorists Retained Limit and then up to an amount not exceeding the Uninsured/Underinsured Motorists Each Occurrence Limit as stated in the Declarations (as amended in this endorsement), subject to the provisions stated in 1. and 2. above.

The Uninsured/Underinsured Motorists Retained Limit shall not be reduced or exhausted by Defense Expenses.

Where the Uninsured/Underinsured laws of the state of West Virginia apply, this Uninsured/Underinsured Motorists Retained Limit applies excess of the statutory minimum amount of Uninsured Motorists Coverage provided by an underlying insurer.

#### EXCLUSIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section IV. Exclusions**, is amended to include the following additional exclusions:

This insurance shall not apply to:

1. Any obligation of the Insured under a "No Fault" law.
2. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle which is an Uninsured Motor Vehicle.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Any Insured using a vehicle without the expressed or implied permission of the owner or lessee.
5. Bodily Injury or Property Damage sustained by:
  - a. An individual Named Insured while Occupying or when struck by any vehicle owned by that Named Insured that is not a covered Auto for Uninsured Motorists Coverage under this endorsement;
  - b. Any Family Member while Occupying or when struck by any vehicle owned by that Family Member that is not a covered Auto for Uninsured Motorists Coverage under this endorsement; or
  - c. Any Family Member while Occupying or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage under any other policy.
6. Punitive or exemplary damages.
7. Property Damage to an Auto or to property contained in an Auto owned by the Named Insured which is not a covered Auto.
8. Property Damage for which the Insured has been or is entitled to be compensated by other property or physical damage insurance.

## DEFINITIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section II. Definitions** is amended to include the following additional definitions:

### 1. Bodily Injury

The term "Bodily Injury" means bodily injury, sickness, disability or disease. Bodily Injury shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from bodily injury, sickness, disability or disease.

### 2. Defense Expenses

The term "Defense Expenses" means a payment allocated to a specific loss, claim or Suit for its investigation, settlement or defense, including but not limited to:

- a. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or Suit;
- d. Costs taxed against the Insured in any claim or Suit;
- e. Pre-judgment interest awarded against the Insured; and
- f. Interest that accrues after entry of judgment.

3. Family Member

The term "Family Member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

4. Insured

The term "Insured" means:

If the Named Insured is designated in the Declarations as:

- a. An individual, then only the following are Insureds:
  - 1) The Named Insured and any Family Members.
  - 2) Anyone else occupying a covered Auto or a temporary substitute for a covered Auto. The covered Auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
  - 3) Anyone for damages he or she is entitled to recover because of Bodily Injury sustained by another Insured.
- b. A partnership, limited liability company, corporation or any other form of organization, then the following are Insureds:
  - 1) Anyone occupying a covered Auto or a temporary substitute for a covered Auto. The covered Auto must be out of service because of its breakdown, repair, servicing, loss or destruction;
  - 2) Anyone for damages he or she is entitled to recover because of Bodily Injury sustained by another Insured.

5. Occupying and/or Occupied

The term "Occupying and/or Occupied" means in, upon, getting in, on, out or off.

6. Occurrence

The term "Occurrence" means as respects Bodily Injury or Property Damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one Occurrence.

7. Property Damage

The term "Property Damage" means:

Physical Injury or destruction of:

- a. A covered Auto; or
- b. Property contained in the covered Auto.

8. Uninsured Motor Vehicle

The term "Uninsured Motor Vehicle" means a land motor vehicle or trailer:

- a. For which no liability bond or policy at the time of an Occurrence provides at least the amounts required by the applicable law where a covered Auto is principally garaged;
- b. Which is an Underinsured Motor Vehicle. An Underinsured Motor Vehicle means a land motor vehicle or trailer for which the sum of all liability bonds or policies applicable at the time of an Occurrence provides at least the amounts required by the applicable law where a covered Auto is principally garaged but their limits are less than the Limit of Insurance of this coverage **(Not Applicable where the Uninsured/Underinsured laws of West Virginia apply)**;

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
  - 1) Hit an Insured, a covered Auto or a vehicle an Insured is Occupying; or
  - 2) Cause Bodily Injury to an Insured without hitting an Insured, a covered Auto or a vehicle an Insured is Occupying.

The facts of the Occurrence or intentional act must be proved by independent corroborative evidence, other than the testimony of the Insured making a claim under this or similar coverage, unless such testimony is supported by additional evidence.

However, Uninsured Motor Vehicle does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law. **However, where the Uninsured/Underinsured laws of the state of Florida apply, Uninsured Motor vehicle includes any vehicle owned or operated by a self-insurer under any applicable motor vehicle law;**
- b. Designed for use mainly off public roads while not on public roads;
- c. Owned by or furnished or available for the Named Insured's regular use or that of any Family Member, if the Named Insured is an individual; or
- d. Owned by any governmental unit or agency, unless the owner or operator of the Uninsured Motor Vehicle has:
  - 1) An immunity under applicable tort liability law; or
  - 2) A diplomatic immunity.

#### 9. Underinsured Motor Vehicle

The term "Underinsured Motor Vehicle" means a land motor vehicle or trailer to which a liability bond or policy applies at the time of the Occurrence but the amount paid for Bodily Injury or Property Damage to an Insured under that bond or policy is not enough to pay the full amount the Insured is legally entitled to recover as damages.

However Underinsured Motor Vehicle does not include any vehicle or trailer:

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

**(Definition 9. above only applicable where the Uninsured/Underinsured Motorist laws of West Virginia apply)**

#### 10. Uninsured/Underinsured Motorists Retained Limit

The term "Uninsured/Underinsured Motorists Retained Limit" means the Auto liability limit as provided by a policy listed in the Schedule of Underlying Insurance.

## CONDITIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Condition **D. Notification of Accidents or Occurrences under Section III. Conditions** is amended to include the following additional provisions:

Specifically as respects to any Occurrence which may result in a Uninsured/Underinsured Motorist claim for coverage under this policy:

- a. You must promptly notify the police if a hit-and-run driver is involved, and
- b. You must promptly send us copies of the legal papers if a Suit is brought.
- c. A person seeking Uninsured/Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the Insured and the insurer of the vehicle described in Paragraph 8.b. of the definition of Uninsured Motor Vehicle and allow us 90 days **(30 days where the Uninsured/ Underinsured Motorist laws of Florida apply; 60 days where the Uninsured/Underinsured Motorist laws of West Virginia apply; as soon as practicable where the Uninsured/Underinsured Motorist laws of Louisiana apply)** to advance payment to that Insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph 8.b. of the definition of Uninsured Motor Vehicle.

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section III. Conditions** is amended to include the following additional conditions:

### Other Insurance

Any insurance we provide under this endorsement will be excess to the total limits of any other insurance paid or available for payment to an Insured, except other applicable Uninsured/Underinsured Motorist Coverage written to be excess of this policy.

If there is other applicable Uninsured/Underinsured Motorist Coverage under any other policy issued to the Named Insured by us, the maximum recovery for damages may equal but not exceed the highest applicable limit of insurance under any one policy.

If there is other applicable excess Uninsured/Underinsured Motorist Coverage available under more than one policy, then the following priorities of coverage apply:

1. A policy covering as excess, umbrella, or similar insurance, a motor vehicle Occupied by the injured person or a policy covering, as excess, umbrella, or similar insurance, a pedestrian as a Named Insured.
2. A policy covering as excess, umbrella, or similar insurance, a motor vehicle Occupied by the injured person or a policy covering, as excess, umbrella, or similar insurance, a pedestrian as an Insured other than as a Named Insured.
3. A policy not covering a motor vehicle Occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as a Named Insured.
4. A policy not covering a motor vehicle Occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as an Insured other than as a Named Insured.

We will pay only our share of the loss that must be paid under insurance providing umbrella or excess coverage. Our share is the proportion that our limit of liability bears to the total of all applicable limits of all the policies applicable on the same level of priority.

### Transfer of Your Rights and Duties

If we make any payment and the Insured recovers from another party, the Insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, where the Uninsured/Underinsured laws of the state of Louisiana apply, if we make any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we shall be subrogated to that right. However, our right to recover is subordinate to the right of the Insured to be fully compensated.

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

- a. Have been given prompt written notice of a tentative settlement between an Insured and the insurer of a vehicle described in Paragraph 8.b. of the definition of Uninsured Motor Vehicle; and
- b. Fail to advance payment to the Insured in an amount equal to the tentative settlement within 90 days **(30 days where the Uninsured/Underinsured Motorist laws of Florida apply; 60 days where the Uninsured/Underinsured Motorist laws of West Virginia apply; as soon as practicable where the Uninsured/Underinsured Motorist laws of Louisiana apply)** after receipt of notification.

If we advance payment to the Insured in an amount equal to the tentative settlement within 90 days **(30 days where the Uninsured/Underinsured Motorist laws of Florida apply; 60 days where the Uninsured/Underinsured Motorist laws of West Virginia apply; as soon as practicable where the Uninsured/Underinsured Motorist laws of Louisiana apply)** after receipt of notification:

- a. That payment will be separate from any amount the Insured is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

Arbitration (Not applicable where the Uninsured/Underinsured laws of West Virginia or Louisiana apply)

1. If we and an Insured disagree whether the Insured is legally entitled to recover damages from the owner or driver of an Uninsured Motor Vehicle or do not agree as to the amount of damages that are recoverable by that Insured, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to the arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
2. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Conformance to "Uninsured Motorist" and/or "Underinsured Motorist" Law

To the extent any term of this policy conflicts with any applicable Uninsured/Underinsured law, the term shall be deemed amended so as to conform to minimum requirements of that law. However, under no such circumstance shall any term be amended to be broader than the minimum requirements of that law.

All other terms and conditions of this policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

**ENDORSEMENT No. 3**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT No. 4**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**Excess Liability**

**West Virginia Amendatory Endorsement**

This policy is amended as follows:

I. In Section III. Conditions, Condition A. Cancellation is deleted in its entirety and replaced by the following:

**A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy only for one or more of the following reasons:
  - a. Your failure to pay the premium for this policy or any installment thereof within a reasonable time of the due date:
  - b. The policy was obtained through material misrepresentation:
  - c. You or other Insureds violate any of the material terms and conditions of this policy;
  - d. The unavailability of reinsurance, upon sufficient proof being supplied to the commissioner.

If we cancel for non-payment of premium, we must send advance written notice of cancellation to you, by certified mail, return receipt requested, not more than thirty (30) days after the reason for cancellation arose or occurred, or we learned that it arose or occurred, and not less than thirty (30) days prior to the effective date of cancellation. The notice shall specify the reason for cancellation and the circumstances giving rise to the reason stated and inform you of the right to a hearing within thirty (30) days. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.

7. The first Named Insured in Item 1 of the Declarations shall act on behalf of all other Insureds with respect to the giving and receiving notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

II. Section III. Conditions is amended by adding the following provision:

**Nonrenewal**

We may refuse to renew this policy by sending by certified mail, return receipt requested, written notice of nonrenewal to the first Named Insured at its last mailing address known to us. We will mail this notice at least ninety (90) days prior to the expiration date of this policy.

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT No. 5**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS 6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**Excess Liability Policy Form**

**Act of Terrorism Self-Insured Retention Endorsement**

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

**ITEM 3. OF THE DECLARATIONS, LIMITS OF INSURANCE** is amended to include the following Self Insured Retention:

**ACT OF TERRORISM SELF-INSURED RETENTION** - \$1,000,000 each occurrence (As respects all liability covered under this policy arising out of any Act of Terrorism.) The Act of Terrorism Self-Insured Retention will not be reduced or exhausted by Defense Expenses.

**ITEM 5. OF THE DECLARATIONS, POLICY PREMIUM** is amended to include the following:

**Act of Terrorism Premium** \$0

**Section I. Coverage**, is amended to include the following additional provisions:

The Act of Terrorism Self-Insured Retention applies whether or not there is any available Scheduled Underlying Insurance or Other Insurance providing coverage to the Insured. If there is Scheduled Underlying Insurance or Other Insurance providing coverage to the Insured, amounts received through such Scheduled Underlying Insurance or Other Insurance for payment of the Loss may be applied to reduce or exhaust the Act of Terrorism Self-Insured Retention. However, in no event will amounts received through such Scheduled Underlying Insurance or Other Insurance for the payment of Defense Expenses reduce the Act of Terrorism Self-Insured Retention.

**Section II. Definitions** is amended to include the following additional definitions:

The term "Act of Terrorism" means:

1. any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
  - a. to be an act of terrorism;
  - b. to be a violent act or an act that is dangerous to:
    - i. human life
    - ii. property; or
    - iii. infrastructure;

- c. to have resulted in damage within the United States, or outside of the United States in the case of:
    - i. an air carrier or vessel [described in TRIA], or
    - ii. the premises of a United States mission; and
  - d. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; or
2. any act that:
- a. involves the use of force or violence against person or property;
  - b. is dangerous to human life or property; or
  - c. interferes with or disrupts an electronic or communication system; and
  - d. is undertaken by any group or person, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
    - i. a government;
    - ii. the civilian population of a country, state or community; or
    - iii. to disrupt the economy of a country, state or community;

when one or more of the following are attributed to the act:

- a. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of:
  - i. Any nuclear reaction;
  - ii. Radioactive materials or Nuclear Materials in any form and from any source;
  - iii. Radionuclides;
  - iv. Radiation emitted from any radioactive source whether natural or manmade; and/or
  - v. Electromagnetic pulses; or
- b. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of pathogenic or poisonous chemical or biological materials, whether natural, manmade, living or dead; or
- c. The total insured industry-wide losses exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Company will include all insured industry-wide loss or damage sustained by all persons and entities affected by the act. For the purpose of this provision, insured industry-wide loss or damage means loss or damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple acts which occur within a 72-hour period and objectively appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in this Subsection 2.c. are met.

- d. Fifty or more persons sustain death or serious injury. For purposes of this provision, serious physical injury means:
  - i. Physical injury that involves substantial risk of death; or
  - ii. Protracted and obvious physical disfigurement; or
  - iii. Protracted loss of or impairment of the function of a bodily member or organ.

**Biological materials** include all microorganisms, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

The term "Defense Expenses" means any payment allocated to a specific loss, claim or suit for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or suit;
4. Costs taxed against the Named Insured in any claim or suit;
5. Pre-judgment interest awarded against the Named Insured; and
6. Interest that accrues after entry of judgment.

The term "Loss" means those sums actually paid as judgments or settlements.

**Nuclear Materials** 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.

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT NO.6**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**ARCHITECTS AND ENGINEERS ERROR AND OMISSIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY POLICY FORM**

This insurance does not apply to Ultimate Net Loss arising out of the rendering of, or the failure to render, professional services or any error, omission or mistake of a professional nature performed by or on behalf of the Insured, including but not limited to:

1. The preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
2. Supervisory, inspection or engineering services.

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

  
\_\_\_\_\_  
**Authorized Representative  
or countersignature (where required by law)**

ENDORSEMENT No. 7

This endorsement, effective **12:01 AM**: July 1, 2022

Forms a part of policy no: XS 6882276

Issued to: THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**PublicResponse<sup>SM</sup>**  
**(WEST VIRGINIA ONLY)**

**(Advancement of PublicResponse Costs during a Crisis Management Event and Crisis Communications Management Insurance)**

**NOTICE: EXCEPT FOR HEADINGS, WORDS THAT APPEAR IN BOLD HAVE SPECIAL MEANING, WHERE APPLICABLE.**

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Additional Declarations		
<b>Item 1. PublicResponse Limit of Insurance</b>	<b>\$250,000</b>	<b>Each Crisis Management Event and Aggregate</b>
<b>Item 2. Crisis Management Limit of Insurance</b>	<b>\$50,000</b>	<b>Each Crisis Management Event and Aggregate</b>
<b>Item 3. Premium</b>	<b><u>\$Included</u></b>	

This policy is amended to provide for Advancement of **PublicResponse Costs** during a **Crisis Management Event** and Crisis Communications Management Insurance pursuant to the terms, definitions, conditions and exclusions set forth below:

**INSURING AGREEMENT- PublicResponse<sup>SM</sup>**

The following insuring agreements section is added to this policy for the purpose of the coverage provided by this endorsement:

**A. Advancement of PublicResponse Costs during a Crisis Management Event**

We will pay on behalf of the **Named Insured PublicResponse Costs** that may be associated with damages covered by this policy arising from a **Crisis Management Event** first commencing during the Policy Period, up to the amount of the **PublicResponse Limit of Insurance**.

We will advance **PublicResponse Costs** that may be associated with damages covered by this policy directly to third parties.

**B. Crisis Communications Management Insurance**

We will pay on behalf of the **Named Insured Crisis Management Loss** arising from a **Crisis Management Event** first commencing during the Policy Period, up to the amount of the **Crisis Management Limit of Insurance**.

- C. A **Crisis Management Event** shall first commence at the time during the Policy Period when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and shall end at the earliest of the time when we determine that a crisis no longer exists or when the **PublicResponse Limit of Insurance** and/or the **Crisis Management Limit of Insurance**, whichever applies, has been exhausted.
- D. There shall be no Retained Limit or Self-Insured Retention applicable to **PublicResponse Costs** or **Crisis Management Loss**. We shall pay such **PublicResponse Costs** or **Crisis Management Loss** from first dollar, subject to other terms and conditions of this endorsement.

## LIMITS OF INSURANCE

The following Limits of Insurance provisions are added to this policy for the purpose of the coverage provided by this endorsement:

- A. The **PublicResponse Limit of Insurance** is the most we will pay for all **PublicResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the Policy Period. The **PublicResponse Limit of Insurance** will be in addition to the Limits of Insurance shown on the Declarations of this policy.
- B. The **Crisis Management Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the Policy Period. This **Crisis Management Limit of Insurance** shall be in addition to the Limits of Insurance shown on the Declarations of this policy.
- C. We will have no obligation to advance **PublicResponse Costs** or to pay **Crisis Management Loss** from the earliest of the time when we determine that a **Crisis Management Event** has ended or when the **PublicResponse Limit of Insurance** and/or the **Crisis Management Limit of Insurance**, whichever applies, has been exhausted.

## DEFINITIONS

The following definitions are added to this policy for the purpose of the coverage provided by this endorsement:

- A. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may reasonably been associated with or may be associated with:
  - 1. damages covered by this policy that are in excess of the Retained Limit or Self-Insured Retention applicable to such damages; and
  - 2. significant adverse regional or national news media coverage.

**Crisis Management Event** shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals.

- B. **Crisis Management Firm** means any public relations firm or **Crisis Management Firm** approved by us that is hired by the **Named Insured** to perform **Crisis Management Services** in connection with the **Crisis Management Event**. Attached to and forming a part of this endorsement is a Schedule of firms that have been pre-approved by us and may be hired by the **Named Insured** without further approval by us.

- C. **Crisis Management Limit of Insurance** means the Crisis Management Limit of Insurance shown in Item 2 of the Additional Declarations of this endorsement.
- D. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:
1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for a **Named Insured** solely arising from a covered **Crisis Management Event**; and
  2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of a **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- E. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Named Insured** on minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured**.
- F. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person designated as such and scheduled by written endorsement.
- G. **PublicResponse Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by this policy:
1. Medical expenses;
  2. Funeral expenses;
  3. Psychological counseling;
  4. Travel expenses;
  5. Temporary living expenses;
  6. Expenses to secure the scene of a **Crisis Management Event**; and
  7. Any other expenses pre-approved by the Company.

**PublicResponse Costs** will not include defense costs or **Crisis Management Loss**.

- G. **PublicResponse Limit of Insurance** means the **PublicResponse Limit of Insurance** shown in Item 1 of the Additional Declarations of this endorsement.

## EXCLUSIONS

The following exclusions are added to this policy for the purpose of the coverage provided by this endorsement:

This insurance will not apply to any **PublicResponse Costs** or **Crisis Management Loss** in connection with a **Crisis Management Event**:

- A. arising out of, based upon or attributable to the acts alleged, or to the same or related acts alleged or contained, in any crisis or claim that has been reported, or in any circumstances where notice has been

given, under any policy of which (i) this policy is a renewal or replacement or which it may succeed in time, or (ii) any underlying policy, which is listed in the Schedule of Underlying Insurance or Declarations, is a renewal or replacement or which it may succeed in time;

- B. arising out of, based upon or attributable to any pending or prior crisis, claim, or **Suit** as of the inception date of this policy.

## CONDITIONS

The following conditions are added to this policy for the purpose of the coverage provided by this endorsement:

- A. You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a Key Executive first becomes aware of an Occurrence that gives rise to a **Crisis Management Event** to be eligible for the advancement of **PublicResponse Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice shall be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
2. the names and addresses of any injured persons and any witnesses; and
3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.

Written notice should be mailed or delivered to:

AIG Claims, Inc.  
175 Water Street, 22nd Floor  
New York, NY 10038  
Email: excessfnol@AIG.com  
Fax to computer: 866-743-4376

- B. There shall be no requirement that you obtain prior written approval from us before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by you to perform the Crisis Management Services has been approved by us. If you choose to retain a firm that does not appear in the Schedule attached to and forming a part of this endorsement, you must obtain our consent, which shall remain in our sole discretion, prior to retaining the services of such firm.
- C. Any payments for **Crisis Management Loss** or advancement of **PublicResponse Costs** that we make under this endorsement:
1. will not be deemed to be a determination of **Insured's** liability with respect to any claim or **Suit** that results from a **Crisis Management Event**; and
  2. will not create any duty to defend any **Suit** or to investigate any claim arising from a **Crisis Management Event**, nor any coverage obligations under this policy.
- D. If the Crisis Communications Management Insurance provided by this endorsement and any other insurance issued to the **Named Insured** by us or any of our affiliated companies shall apply to the same crisis or claim, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy or endorsement. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically to apply as excess insurance over this endorsement.

E. In the event of a dispute between the **Named Insured** and us as to whether a Crisis Management Event has occurred, the **Named Insured** may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **Public Response Costs**. Provided, however, if the **Named Insured** elects to retain an approved **Crisis Management Firm** or to advance **Public Response Costs**, we shall have no obligation to reimburse under this endorsement the **Named Insured** for such costs or expenses.

If we and the **Named Insured** do not agree whether coverage is provided under this policy of insurance for a claim made by or against the **Named Insured**, both parties may by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding.

Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

1. pay its chosen arbitrator; and
2. bear the other expenses of the third arbitrator equally

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



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**Authorized Representative**  
or Countersignature (in States Where Applicable)

Schedule

Approved Crisis Management Firms

The following firms are approved **Crisis Mangement Firms**:

Crisis Communications Management Firms:

<b>FIRM/ADDRESS</b>	<b>CONTACT/TELEPHONE</b>	<b>EMERGENCY TELEPHONE</b>
<b>Abernathy MacGregor Group</b>		
<u>New York Office</u> 501 Madison Avenue New York, N.Y. 10022 <a href="http://www.abmac.com">www.abmac.com</a>	James T. MacGregor Tel: (212) 371-5999 Cell: (646) 236-3271 Fax: (212) 752-0723 <a href="mailto:jtm@abmac.com">jtm@abmac.com</a>	<b>Emergency</b>  Tel: (212) 343-0818 Cell: (917) 449-9964
	Rhonda Barnat Tel: (212) 371-5999 Cell: (917) 912-6378 Fax: (212) 752-0723 <a href="mailto:rb@abmac.com">rb@abmac.com</a>	
<u>Los Angeles Office</u> 611 West Sixth Street Suite 1880 Los Angeles, CA 90017	Ian D. Campbell Tel: (213) 630-6550 Cell: (213) 489-3443 Fax: (213) 489-3443 <a href="mailto:idc@abmac.com">idc@abmac.com</a>	<b>Emergency</b> Tel: (818) 957-5650 Cell: (917) 940-3476
<b>Citigate Sard Verbinnen</b>		
<u>New York City</u> 630 Third Avenue  New York, N.Y. 10017 <a href="http://www.sardverb.com">www.sardverb.com</a>	George Sard Tel: (212) 687-8080  Fax:(212) 687-8344 <a href="mailto:gsard@sardverb.com">gsard@sardverb.com</a>	<b>Emergency</b>  (917) 750-4392 24 Hours/7 Day
	Paul Verbinnen Tel: (212) 687-8080 Fax: (212) 687-8344 <a href="mailto:pv@sardverb.com">pv@sardverb.com</a>	
<u>Chicago</u> 343 West Erie Street Suite 600 Chicago, IL 60610	Ron Culp Tel: (312) 944-7398 Fax: (312) 944-7785	
<u>San Francisco</u> 101 Second Street Suite 2250 San Francisco, CA 94106	Paul Kranhold Tel: (415) 618-8750 Fax: (415) 618-8702	

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE
<b>Hill &amp; Knowlton</b>		
<u>New York City</u> 466 Lexington Avenue	Richard C. Hyde Direct Tel: (212) 885-0372	<b>Emergency</b>
3 <sup>rd</sup> Floor	Main: (212) 855-0300	H&K Crisis Pager
New York, N.Y. 10017	Cell: (917) 816-2208	(818) 264-5193
<u>www.hillandknowlton.com</u>	Fax: (212) 885-0570 <u>dhyde@hillandknowlton.com</u>	24 Hours/7 Days
<u>Ottawa, Canada</u> 55 Metcalfe Street Suite 1100 Ottawa, Canada K1P 6L5	Jo-Anne Polak Direct Tel: (613) 786-9954 Main Tel: (613) 238-4371 Cell: (613) 761-2684 Fax: (613) 238-8642 <u>jpolak@hillandknowlton.ca</u>	
<b>Lexicon Communications Corp.</b>		
<u>Pasadena</u>	Steven Fink	<b>Emergency</b>
<u>(Suburb of Los Angeles)</u> 520 Bellmore Way Pasadena, CA 91103	Direct Tel: (626) 683-9333 Main Tel: (626) 683-9200 Cell: (626) 253-1519	(626) 683-9333 24 Hours/7 Days
<u>information@lexiconcorp.com</u>	Fax: (626) 449-7659 <u>sfink@lexiconcorp.com</u>	
<b>Zeno Group</b>		
<u>Washington, D.C.</u> The Foundry Building 1055 Thomas Jefferson St., NW Washington, D.C. 20007 <u>www.zenogroup.com</u>	Phillip Armstrong Direct Tel: (202) 965-7801 Cell: (202) 669-9926 <u>phil.armstrong@zenogroup.com</u>	
<b>Robinson Lerer &amp; Montgomery</b>		
<u>New York City</u> 1345 Avenue of the Americas 4th Floor New York, N.Y. 10105	Michael Gross <u>www.rlmnet.com</u>	

Direct Tel: (646) 805-2003  
Main Tel: (646) 805-2000  
Cell: (917) 853-0620  
Fax: (646) 805-2828  
[mgross@rlmnet.com](mailto:mgross@rlmnet.com)

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE
<b>Sitrick and Company, Inc.</b>		
<u>Los Angeles</u> 1840 Century Park East Suite 800 Los Angeles, CA 90067 <a href="http://www.sitrick.com">www.sitrick.com</a>	Michael S. Sitrick Direct Tel: (310) 788-2850 Fax: (310) 788-2855 <a href="mailto:mike_sitrick@sitrick.com">mike_sitrick@sitrick.com</a>	<b>Emergency</b>  (310) 358-1011 24 Hours/7 Days
<u>New York City</u> 655 Third Avenue New York, N.Y. 10017	Jeffrey Lloyd Direct Tel: (212) 573-6393 Main Tel: (212) 573-6100 Cell: (310) 963-2850 Fax: (212) 573-6165	
<b><u>Investigative Firms:</u></b>		
<b>Kroll Associates</b>		
<u>New York City</u> 900 Third Avenue New York, N.Y. 10022	Mary Jo Phillips Direct Tel: (212) 833-3246 Fax: (212) 644-5794  <a href="mailto:mphillips@krollworldwide.com">mphillips@krollworldwide.com</a>	<b>Emergency</b>  (800) GET-KROL  (800) 438-5765 World Wide Crisis Division 24 Hours/7 Days
<b>GAB Robins North America, Inc.</b>		
<u>Parsippany</u> 9 Campus Drive Suite 7 Parsippany, N.J. 07504  <a href="http://www.gabrobinsna.com">www.gabrobinsna.com</a>	Kim Mertens Direct Tel: (973) 993-3438 Cell: (201) 404-6026 Fax: (973) 993-1624  <a href="mailto:mertens@gabrobins.com">mertens@gabrobins.com</a>	<b>Emergency</b>  800-422-4436
<u>Montreal</u> CGI (Division of GAB Robins) 1611 Cremazie Blvd. East 3rd Floor Montreal, Quebec H2M 2P2 Canada <a href="http://www.cgi.com-insurance.htm">www.cgi.com-insurance.htm</a>	Andre Mancini Direct Tel: (800) 263-5361 Cell: (450) 566-5073 Fax: (514) 735-8439 <a href="mailto:andre.mancini@cgi.com">andre.mancini@cgi.com</a>	<b>Emergency</b>  800-263-5361

**ENDORSEMENT No. 8**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY FORM**

**Premium Computation Amendatory Endorsement**

This policy is amended as follows:

The **DECLARATIONS** is amended to include the following:

Advanced Premium:	\$60,000
Minimum Premium:	\$60,000
Minimum Earned Premium:	\$60,000
Estimated Exposure:	\$Flat Rated
Rate & Rating Basis:	\$Flat Rated Per Flat Rated
Audit Period:	Not Subject to Audit

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT NO.9**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY FORM**

**Total Pollution Exclusion Endorsement**

This policy is amended as follows:

Section IV. Exclusions, Paragraph B. is deleted in its entirety and replaced by the following:

This insurance does not apply to:

1. Ultimate Net Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants anywhere in the world at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
3. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT No. 10**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS 6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY**

**Notification of Accidents or Occurrences Endorsement**

This policy is amended as follows:

**Section III. Conditions**, Paragraph **D.** Notification of Accidents or Occurrences is deleted in its entirety and replaced by the following:

**D.** Notification of Accidents or Occurrences

You must see to it that we are notified as soon as practicable of any accident or occurrence which may result in any claim or suit under this policy. Notice should be sent to:

AIG Claims, Inc.  
175 Water Street, 22<sup>nd</sup> Floor

New York, NY 10038  
Email: excessfnol@AIG.com  
Fax to computer: 866-743-4376

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

**ENDORSEMENT NO.11**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**LIMITATION OF COVERAGE TO SPECIFIED INSUREDS**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY POLICY FORM**

Notwithstanding any other provision of the policy to the contrary, this insurance only applies to:

- 1) the Named Insureds shown in Item 1. of the Declarations of this policy; and
- 2) those individuals who qualify as Insureds with respect to each such Named Insured only, in the same manner and to the same extent as set forth in either the Who is An Insured section Person Insured provision of the Underlying Insurance, whichever is applicable.

However, coverage shall not apply to any other individuals or entities covered by the Underlying Insurance unless approved by us and specifically endorsed onto this policy.

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

  
\_\_\_\_\_  
**Authorized Representative  
or countersignature (where required by law)**

**ENDORSEMENT NO.12**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**FOREIGN LIABILITY LIMITATION ENDORSEMENT**  
**(WITH TOTAL TERRORISM APPLICABLE TO SPECIFIED COUNTRIES EXCLUSION)**

**NOTICE: WORDS THAT APPEAR IN QUOTATION MARKS HAVE SPECIAL MEANING.**

This policy is amended to include the following limitation:

Foreign Liability

This insurance does not apply to any liability that occurs outside the United State of America, its territories and possessions, Puerto Rico and Canada.

However, if insurance for such liability is provided by an underlying policy listed in the Schedule of Underlying Insurance or Declarations:

1. This exclusion shall not apply; and
2. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the underlying policy, subject to the policy period, limits of insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by the underlying policy.

Notwithstanding 1. and 2. above, this insurance does not apply to loss, injury, damage, Claim or suit, arising directly or indirectly as a result of or in connection with "Terrorism" that occurs in the following countries:

Afghanistan, Algeria, Iraq, Mali, Pakistan, Philippines, Somalia, Syria, and Yemen. It is understood that to the extent any coverage may otherwise be provided for these above listed countries under this policy or any of its endorsement, the provisions of this exclusion will supersede.

This policy is amended to include the following definition:

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to:

1. Intimidate, coerce or harm:
  - a. a government; or
  - b. the civilian population of a country, state or community; or
2. disrupt the economy of a country, state or community.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

**ENDORSEMENT NO.13**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**MODIFICATION OF UNINSURED / UNDERINSURED MOTORIST COVERAGE**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY POLICY FORM**

Notwithstanding any other language to the contrary, any coverage provided under the Uninsured/Underinsured Motorists Coverage Endorsement - 82609 (5/12) which is attached to this policy, does not apply to any person who is injured during the course and scope of his/her employment.

All other terms, definition conditions, and exclusions of this policy remain unchanged.

**ENDORSEMENT NO.14**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**ABSOLUTE SEXUAL ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided by the policy:

This insurance does not apply to any loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from sexual abuse or molestation, including but not limited to, the following:

1. actual or threatened sexual abuse or molestation of any person, committed by or alleged against any person, including, but not limited to, any insured, any employee of such insured, a leased or temporary worker working for such insured, a patron of such insured, or any other person;
2. actual or threatened sexual abuse or molestation of any person, committed by or alleged against any independent contractor under contract with the Named Insured regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether the Named Insured would be liable in the absence of such contract; or
3. any act or failure to act to suppress or prevent actual or threatened sexual abuse or molestation of any person, by any person in Paragraph 1. or 2. above;

and regardless of the theory of liability or cause of action alleged in the complaint or claim against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent placement, and/or negligent training.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



**ENDORSEMENT NO.15**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**NEURODEGENERATIVE INJURY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

**I.** The following exclusion is added:

**Neurodegenerative Injury**

This insurance does not apply to any liability involving "neurodegenerative injury" to a "participant" arising out of or in any way relating, in whole or in part, directly or indirectly, to the participation in, observance of, or monitoring of any athletic or sports game, contest, activity, practice, scrimmage or exhibition.

**II.** For the purposes of this exclusion only, the following definitions are added:

- A.** "Neurodegenerative injury" means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer's disease, Parkinson's disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.
- B.** "Participant" means any person engaged in athletic activities. "Participant" does not include the referees, umpires or coaching staff.

Even if other defined words in this policy appear in boldface type, the above definitions in quotation marks apply to this exclusion.

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



**ENDORSEMENT NO.16**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**EXCESS LIABILITY POLICY FORM**

**EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA RELATED LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERCEDE.

- A. The following exclusion is added to the policy and supersedes any similar exclusion included in the policy or by endorsement:

**Access or Disclosure of Confidential or Personal Information; Electronic Data**

This insurance does not apply to any liability arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

- B. For the purpose of this endorsement, the following definition applies:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

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



\_\_\_\_\_  
Authorized Representative  
or countersignature (where required by law)

**ENDORSEMENT NO.17**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**DEDUCTIBLE COVERAGE ENDORSEMENT – Form A**

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This endorsement modifies insurance provided under the following

**Excess Liability Coverage Form**

***Please Read It Carefully.***

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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 100.0% 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. 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 endorsement or the policies to which this endorsement applies 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.

### C. 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-judgment 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

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 \$5,000,000** 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
<input checked="" type="checkbox"/>	Bodily Injury – Other than Products or Completed Operations		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Property Damage - Other than Products or Completed Operations.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bodily Injury – Products or Completed Operations Only		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Property Damage – Products or Completed Operations Only		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Personal Injury		Each person or organization	
<input checked="" type="checkbox"/>	Advertising Injury		Each person or organization	
<input type="checkbox"/>	Employee Benefits Liability		N/A	<input type="checkbox"/>
<input checked="" type="checkbox"/>	All Other		<input checked="" type="checkbox"/>	<input type="checkbox"/>

As respects this deductible schedule, Occurrence means each occurrence, offense, professional incident, or common cause.

“Claim” means each person, claim or suit.

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
<input type="checkbox"/>	All Coverages	
<input type="checkbox"/>	Bodily Injury	
<input type="checkbox"/>	Property Damage	
<input type="checkbox"/>	Personal Injury Protection	
<input type="checkbox"/>	Added Personal Injury Protection	
<input type="checkbox"/>	Uninsured Motorist	

<input type="checkbox"/>	Underinsured Motorist	
<input type="checkbox"/>		
<input type="checkbox"/>		

**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 1 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.




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Authorized Representative  
**or countersignature (where required by law)**

**ENDORSEMENT NO.18**

**This endorsement, effective 12:01 AM:** July 1, 2022

**Forms a part of policy no.:** XS6882276

**Issued to:** THE WEST VIRGINIA COUNTY BOARDS OF EDUCATION

**By:** THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided by this policy:

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, arising out of, or resulting directly or indirectly, in whole or in part from a **communicable disease**.

As used herein, **communicable disease** means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens contamination to property.

For avoidance of doubt, this insurance does not apply to any cost or expense to clean-up, decontaminate, remove, monitor or test for a **communicable disease**.

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



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Authorized Representative