

## CONTRACT ENDORSEMENT

**UMR:** B0507UP2003382

**INSURED:** State of West Virginia  
1124 Smith Street, Suite 433, Charleston, WV 25301

**ENDORSEMENT NUMBER** 4

## CONTRACT CHANGES

**ENDORSEMENT EFFECTIVE DATE** 1 July 2021

**CONTRACT CHANGES**

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

1. Total Insured Values under INFORMATION is amended to read as follows:

Total Insurable Values: USD 23,241,522,271

2. PREMIUM is amended to read as follows

Premium: 1 July 2021 to 30 June 2022

USD 316,667 (100%) Annual inclusive of USD 25,000 TRIA (100%) Annual

25% Minimum Earned

3. SETTLEMENT DUE DATE is amended to read as follows:

SETTLEMENT DUE DATE: 29 August 2021

PPC5 (TOR) 4/86 Direct

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 August 2021

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

## AGREEMENT

THE SCHEDULE

**Policy Number:** UP2003382

**1. Name of Assured:**

State of West Virginia as more fully defined in the Policy/ies of the Primary Insurers.

**2. Address of Assured:**

1124 Smith Street, Suite 443, Charleston, WV 25301

**3. Policy Period:**

**From:** 1<sup>st</sup> July 2020

**To:** 1<sup>st</sup> July 2021

Beginning and ending 12:01 AM at the location of the property insured.

**4. Perils Insured:**

ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING FLOOD AND EARTHQUAKE

**5. The Property or Interest:**

Real and Personal Property, including Property in the Care, Custody and Control of the Assured for which the Assured are legally liable to insure, Improvements and Betterments, Property in the Course of Construction, Property in Transit, Electronic Data Processing Equipment/Media/Extra Expense, Accounts Receivable, Valuable Papers, Consequential Damage, Expediting Expense and Fine Arts all as may be more fully defined in the Policy/ies of the Primary Insurers.

**6. The Property is located or contained at:**

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

**7. Premium:**

USD350,000 inclusive of USD25,000 TRIA (100%) Annual  
25% Minimum Earned Premium at Inception

**8. (a) Primary Insurers:**

Axis Insurance Company



**(b) Underlying Excess Insurers:**

Advice Waived

- 9. Primary and Underlying Excess Limit(s):** USD200,000,000 ultimate net loss each and every loss, subject to an aggregate limit of  
USD5,000,000 any one policy year in respect of the peril of Flood, and  
USD10,000,000 any one policy year in respect of the peril of Earthquake.

- 10. Excess Limit(s):** USD200,000,000 ultimate net loss each and every loss, subject to an aggregate limit of  
EXCLUDED any one policy year in respect of the peril of Flood, and  
EXCLUDED any one policy year in respect of the peril of Earthquake.

**11. Identification Details and Limits carried under 8(a) and 8(b) above:**

**Policy Nos.**

- 8(a) MAF60728-20  
8(b) Advice Waived

**Limits**

- 8(a) USD25,000,000 aggregates as applicable  
Which in turn is excess of Underlying deductibles  
8(b) Advice Waived

**12. Notification of Claims to:**

R-T Specialty, LLC, 5565 Glenridge Connector, Suite 550, Atlanta, GA 30342

If Business Interruption or other Time Element coverage or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Business Interruption Extension Endorsement LPO 349B (07/96), amended where applicable, must be attached hereto.



## EXCESS PHYSICAL DAMAGE FORM

### 1. INSURING CLAUSE

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule, while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any of such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein.

### 2. APPLICATION OF UNDERLYING PROVISIONS

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

### 3. LIMIT

Provided always that liability attaches to the Underwriters only after the Primary and Underlying Excess Insurers have paid or have admitted liability for the full amount of their respective ultimate net loss liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the Limits of the Underwriters' Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "Excess Limit(s)".

### 4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY/IES AND LIMITS

It is a condition precedent to recovery under this Policy that the Policy/ies and Limit(s) of the Primary and Underlying Excess Insurers set forth in Items 8 and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the policy year. Only losses which, except for the amount thereof, would have been payable under this Policy may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

### 5. UNCOLLECTIBILITY OF OTHER INSURANCE

Notwithstanding any of the terms of this Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer.



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

## 6. DEFINITIONS

- (a) **Loss:** The word "loss" shall mean a loss or series of losses arising out of one event.
- (b) **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the Assured as a result of the happening of the perils insured against by this Policy, limited by
  - (i) any sub-limits contained within this Policy or the Policy/ies of the Primary and/or Underlying Excess Insurers, and
  - (ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy/ies of the Primary and Underlying Excess Insurers).
- (c) **Policy Year:** The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in Item 3 of the Schedule.

## 7. APPLICATION OF RECOVERIES

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

## 8. CANCELLATION

Cancellation clause as per Policy/ies of the Primary Insurers.

## 9. NOTIFICATION OF CLAIMS

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 12 of the Schedule.

06/96  
LPO348B



## TIME ELEMENT EXTENSION

(For attachment to LPO348B)

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

The Primary and Underlying Excess Limit(s) and the Excess Limit(s) as set out in Items 9 and 10 of the Schedule are inclusive of Damage to Property and Time Element.

07/96

LPO349B amended

## OCCURRENCE DEFINITION AMENDMENT TO LPO348B

It is hereby understood and agreed that the Policy is amended as follows:

1. Item 6 DEFINITIONS (a) of the Policy is deemed to be deleted and replaced by the following:

**Occurrence:** The words "per occurrence" shall mean a loss or series of losses arising out of one event and as may be more fully defined in the Policy/ies of the Primary Insurers.

2. The words "ultimate net loss each and every loss" in Item 9, Primary and Underlying Excess Limits, and Item 10, Excess Limits, in the Schedule, shall be deleted and replaced by the words "ultimate net loss per occurrence".

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

12/97

LSW677 Amended



**SCHEDULE OF PROGRAM SUBLIMITS:**

Any one occurrence. Entire program from ground up (Excess of primary deductibles)

USD 10,000,000 Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8. N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways

USD 10,000,000 Per Occurrence Newly Acquired Real and Personal Property

USD 5,000,000 Per Occurrence "Coal Mine Subsidence" for State-Owned Property

USD 200,000 Per Structure "Coal Mine Subsidence" for Non-State Owned Property  
However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State-Owned Property ever exceed USD5,000,000 in any one occurrence.

USD 1,000,000 Per Occurrence Employee Dishonesty

USD 1,000,000 Per Occurrence Forgery or Alteration

USD 5,000,000 Per Occurrence Theft, Disappearance and Destruction Capitol Complex

USD1,000,000 Per Occurrence Theft, Disappearance and Destruction All Locations

USD 10,000,000 Per Occurrence Earnings

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

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

USD 1,000,000 Per Occurrence Nuclear Contamination

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

USD 10,000 Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Perils Excluded) subject to USD100,000 annual aggregate

USD 250,000 Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD1,000,000 annual aggregate

USD 500 Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense

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

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



USD 100,000,000 in respect of Fine Arts,

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



#### ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

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

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

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

17/12/97  
NMA2802

#### War and Terrorism Exclusion Endorsement

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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



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

**NMA2918**  
**08/10/2001**

#### **Biological or Chemical Materials Exclusion**

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

**NMA2962**  
**06/02/03**

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

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

15/09/10  
LMA3100

#### **APPLICATION OF SUBLIMITS ENDORSEMENT**

1. Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
2. Application Within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.



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

05/03/09  
LMA5130

#### ASBESTOS ENDORSEMENT

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

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

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

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



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

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

### **MICROORGANISM EXCLUSION (ABSOLUTE)**

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

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

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

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

14/09/2005

LMA5018

Form approved by Lloyd's Market Association



### **PROPERTY CYBER AND DATA EXCLUSION**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019



Preservation of Property

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

711PDP00214

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

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

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

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

7/5/59

N.M.A. 1191



## ADDITIONAL LIMITATIONS AND CONDITIONS ENDORSEMENT (STANDARD)

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

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

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

### II. DEBRIS REMOVAL CLAUSE

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

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

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as "Damage"), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:
  - (a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and
  - (b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

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



2. The maximum amount of expense for removal of debris (subject to the limitations of paragraph 1 above) that can be included in the method of calculation in Clause VI of this Endorsement, shall be the greater of USD25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage from which such expense results.

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

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

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

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

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

1. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other law, ordinance or regulation; and
2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.



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

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

**Listed perils**

Fire,  
Explosion.

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

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

V. LIMITED SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION RESULTING  
FROM

PHYSICAL DAMAGE CAUSED BY LISTED PERILS CLAUSE

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

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

1. If,

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



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

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

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

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

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

(d) the Resulting Damage; and

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

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

(ii) made necessary solely by the Resulting Damage;

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

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

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

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

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

(i) the Resulting Loss; and

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

#### Listed Perils

Fire,

Lightning,

Explosion.



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

2. The maximum amount for any Resulting Loss and any other interest claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise, that can be included in the method of calculation in Clause VI of this Endorsement is USD10,000 per occurrence subject to USD100,000 annual aggregate.

#### VI. METHOD OF CALCULATION

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

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

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

21/2/91

NMA2415





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

|                                       |               |                     |                               |
|---------------------------------------|---------------|---------------------|-------------------------------|
| Named Insured                         |               |                     | Endorsement Number            |
| Policy Symbol                         | Policy Number | Policy Period<br>to | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) |               |                     |                               |

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

The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

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

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

This exclusion supersedes any exclusion relating to pollutants or contaminants.

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

**All other terms and conditions remain unchanged.**

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

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



ATTACHING TO AND FORMING PART OF POLICY NO: UP2003382

ASSURED: State of West Virginia as more fully defined in the Policy/ies of the Primary Insurers.

ENDORSEMENT NO. 01

Effective: 1<sup>st</sup> July 2020

It is hereby noted and agreed the following amendments are made within THE SCHEDULE:

- item **3. Policy Period** is amended to read as follows:

**3. Policy Period:**

**From:** 1<sup>st</sup> July 2020

**To:** 1<sup>st</sup> July 2023

Beginning and ending 12:01 AM at the location of the property insured.

- item **7. Premium** is amended to read as follows:

**7. Premium:**

USD 950,000 Three years payable in equal annual installments  
1 July 2020 to 30 June 2021 USD 316,667 (100%) inclusive of USD25,000 TRIA (100%)  
Annual  
1 July 2021 to 30 June 2022 USD 316,667 (100%) inclusive of USD25,000 TRIA (100%)  
Annual  
1 July 2022 to 30 June 2023 USD 316,666 (100%) inclusive of USD25,000 TRIA (100%)  
Annual  
25% Minimum Earned Premium at Inception

It is further noted that the following Multi-Year Program Conditions Endorsement attaches to this policy:



## Multi-Year Program Conditions Endorsement

Named Insured ("INSURED"):

Policy Number:

Endorsement No.

Effective Date:

Issue Date:

Expiry Date:

It is understood and agreed, subject always to the terms, exclusions and conditions of the Policy, that the INSURED shown above and the COMPANY, for the period incepting on July 1<sup>st</sup>, 2020 and ending July 1<sup>st</sup>, 2023, hereby enter into this multi-year program which is binding on both parties in consideration of the premium (to be paid in annual installments) as stated in the Policy. There will be no change in limit, sublimits, deductible or policy form unless mutually agreed by the INSURED and the COMPANY.

The following provisions are added to the Policy:

### PREMIUM ADJUSTMENT PROVISIONS:

The annual premium for the first 12 month period is agreed at inception and shall be adjustable as per the following reasons:

1. **Loss Ratio Clause:** In respect of losses paid or reserved to this Policy, the cumulative amount of paid losses, loss reserves and loss expense exceeds a net loss ratio of sixty percent (60%). Net loss ratio shall mean the total of losses, loss reserves and any other incurred losses and loss expenses during the period of this Policy, divided by the net earned premium. Net earned premium shall mean the total adjusted premium for the policy period excluding all acquisition costs and taxes. If the net loss ratio is in excess of sixty percent (60%), premium shall be adjusted to an amount to be agreed by the INSURED and the COMPANY.

2. **Margin Clause:** Upon the expiration of the first and second annual period, the INSURED shall report the 100% values insured under this Policy. Any increase or decrease of more than five percent (5%) over or under the 100% values reported at the inception date will result in an increase or decrease of premium (for the following annual period) by calculating the Property and Time Element values against corresponding coverage policy rates to determine the premium adjustment. Any increase or decrease in premium must be mutually agreed by the INSURED and the COMPANY.

**GENERAL CONDITIONS** – the **CANCELLATION** clause in the policy is deleted and replaced with the following:

### CANCELLATION

- a. This Policy may be cancelled by the INSURED by giving written notice to the COMPANY not less than thirty (30) days prior to such cancellation. The earned premium for days on risk shall be calculated in accordance with customary short rate procedures.
- b. This Policy is non-cancelable by the COMPANY, except in the event of non-payment of Premium or Specified Unexpected Circumstances, pursuant to the terms set forth below.



i. **Nonpayment of Premium:** This Policy may be cancelled by the COMPANY for non-payment of premium by giving the INSURED written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The earned premium for days on risk shall be calculated in accordance with customary short rate procedures.

ii. **Specified Unexpected Circumstances:** This Policy may be cancelled by the COMPANY by giving written notice to the INSURED not less than ninety (90) days prior to such cancellation, for one or more of the following reasons:

- A. Bankruptcy, insolvency, liquidation or voluntary or enforced receivership, where permitted by law or statute.
- B. Fraud, misconduct, or material misrepresentation by the INSURED.
- C. The merger or consolidation of the INSURED with another organization in which such INSURED is not the controlling entity.
- D. Material change in hazards/exposures.
- E. Any change in law rendering this Policy illegal.
- F. Loss of reinsurance or reduction in the COMPANY's treaty reinsurance capacity to an amount below the limit of liability of this policy.
  - i. If terrorism coverage is provided, then the following applies:  
Terrorism coverage under this Policy may be cancelled by the Company by giving written notice to the Insured not less than thirty (30) days prior to such cancellation for the following reason:  
Loss of reinsurance or reduction in the Company's treaty reinsurance terrorism capacity.

The earned premium for days on risk shall be calculated on a pro-rata basis.

The mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end date of the Policy period. Delivery of such written notice either by the INSURED or by the COMPANY shall be equivalent to mailing.



**Companies' Proportions**

**100%**

**Chubb Bermuda International  
ref CBII2354120**



**In all communications please quote  
the following reference**

**507**

**UP2003382**

## **Companies Policy**

**The Assured is requested to read  
this Policy and, if it is incorrect,  
return it immediately for  
alteration to:**

**Price Forbes & Partners Limited  
6<sup>th</sup> Floor,  
2 Minster Court,  
Mincing Lane,  
London EC3R 7PD**