

Commercial Property – Claim Reporting and Claim Questions

Options for Reporting a New Claim

- **Telephone :** **AIG CallOnesm:** 800-931-9546 24/7, 365 days/year
- **Fax :** 855-805-4125
- **Email :** **Please send your email to:**
NewLoss-USproperty&energy@aig.com
- **Mail :** P.O. Box 25967, Shawnee Mission, KS 66225

Such notice shall include the Named Insured as shown on the Declarations, the policy number, the date of loss and a brief description of the potential claim.

Options for Questions Regarding Existing/Previously Reported Claims

For questions regarding existing claims, contact should be made directly via phone or email with the assigned AIG Examiner. ***However, in the instance where an AIG Examiner is unknown, please use the following methods to obtain the information:***

- **Claim Service Center: 877-873-9972**
- **AIG CallOne: 800-931-9546**



LEXINGTON INSURANCE COMPANY
ADMINISTRATIVE OFFICES: 99 HIGH STREET, BOSTON, MA 02110
(hereinafter called the Company)

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 0062502553

RENEWAL OF: 0062502553

ITEM 1. Named Insured: STATE OF WEST VIRGINIA

Address: 1124 SMITH STREET, SUITE 4300
CHARLESTON, WV 25301

ITEM 2. Policy Period: From 07/01/2022 To 07/01/2023

at 12:01 AM Standard Time at the address of the insured location unless this Commercial Property Policy Declarations is attached to a Policy with a Declaration Page or a term or condition contained in such policy form that has a different description of the application of the Policy Period, Policy Term or similar term (hereinafter, the **Policy Period**), in which case, the **Policy Period** shall be the same as that description contained on the Declaration Page or policy form to which this Commercial Property Policy Declarations is attached.

ITEM 3. Limit of Insurance:

100.00% BEING \$25,000,000 PART OF \$25,000,000 EXCESS OF \$125,000,000

Total Premium: \$ 110,000

Terrorism Premium: \$ 2,000 (included in Total Premium above)

Minimum Earned Premium: \$ 38,500

ITEM 4. Perils:

AS DESCRIBED IN THE POLICY ATTACHED

ITEM 5. Description of Property Covered:

Coinsurance

AS DESCRIBED IN THE POLICY ATTACHED

NOT APPLICABLE

ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:

PER CERTIFICATES ON FILE WITH THE COMPANY

ITEM 7. Forms Attached:

See attached forms schedule

IN WITNESS WHEREOF, we have caused this Policy to be signed on the Declarations by our President, Secretary and our duly authorized representative.



President



Secretary

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



Authorized Representative

Countersignature (if applicable)

Date

Countersigned At

FORMS SCHEDULE

Named Insured: STATE OF WEST VIRGINIA

Policy No: 0062502553

Effective Date: 07/01/2022

<u>Form Number</u>	<u>Edition Date</u>	<u>Endorsement Number</u>	<u>Title</u>
PRPDEC	02/22		COMMERCIAL PROPERTY POLICY DECLARATIONS MANUSCRIPT POLICY FORM
125595	03/20	001	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
LM138040	09/20	002	TERRORISM ENDORSEMENT WITH EXCLUSION FOR BIOLOGICAL AND/OR CHEMICAL TERRORISM, NUCLEAR OR RADIOLOGICAL TERRORISM
PR4419	10/15	003	EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT
PR4259	07/14	004	ANTI-STACKING ENDORSEMENT
PR8300	12/07	005	CANCELLATION – ADDITIONAL PROVISIONS
PR4225	07/13	006	ECONOMIC SANCTIONS ENDORSEMENT
PR9019	10/19	007	STANDARD PROPERTY CONDITIONS
Y69859	02/98	008	PROPERTY MILLENNIUM ENDORSEMENT
LM138003	03/20	009	COMMUNICABLE DISEASE EXCLUSION
LM138023	06/20	010	AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT
LM138024	06/20	011	GRAIN ELEVATOR EXCLUSION ENDORSEMENT

LMA5401	11/19	012	PROPERTY CYBER AND DATA EXCLUSION
MANUSCRIPT		013	EXISTING DAMAGE EXCLUSION ENDORSEMENT

POLICYHOLDER NOTICE

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

EXCESS PHYSICAL DAMAGE FORM

(U.S.A. AND CANADA)

THE SCHEDULE

Policy Number: 0062502553

Insuring Company Lexington Insurance Company

1. Named Insured: State of West Virginia
2. Mailing Address: 1124 Smith Street
Suite 4300
Charleston, WV 25301
3. Policy Period: From: July 01, 2022
To: July 01, 2023
Both days at 12:01 a.m. Local Standard Time
4. Perils Insured: As defined in the Lead Primary Policy issued by Princeton
Excess & Surplus Lines Insurance Company
Policy Number: N1-A3-PP-0000033-00
5. The Property of Interest: As defined in the Lead Primary policy issued by Princeton Excess
& Surplus Lines Insurance Company
Policy Number: N1-A3-PP-0000033-00
6. The Property is located
or contained at: As defined in the Lead Primary policy issued by Princeton Excess
& Surplus Lines Insurance Company
Policy Number: N1-A3-PP-0000033-00
7. Premium: \$110,000.00 (Including TRIA)
8. Primary Limit(s):

<u>COVERAGE LAYER</u>	<u>TOTAL LIMIT OF LIABILITY FOR PRIMARY INSURER</u>	<u>INSURER POLICY NO.</u>	<u>CARRIER</u>
I.	\$4,500,000 part of \$20,000,000 Primary	N1-A3-PP-0000033-00	Princeton
II.	\$3,500,000 part of \$20,000,000 Primary	0313-4553-1A	AWAC
III.	\$3,000,000 part of \$20,000,000 Primary	UP2205413	Lloyd's
IV.	\$1,500,000 part of \$10,000,000 Primary	W32D71220101	Lloyd's
V.	\$3,000,000 part of \$10,000,000 Primary	061383648	Lexington

\$20,000,000 as respects all coverage's for any one "occurrence" regardless of the number of locations, coverages, or perils involved, except the sub limits as outlined on the primary policy are part of the overall policy limit and do not increase this company's overall limit as stated above.

Underlying Excess Limit(s):

COVERAGE LAYER	TOTAL LIMIT OF LIABILITY FOR ALL UNDERLYING EXCESS INSURERS	INSURER POLICY NO.	CARRIER
VI.	\$4,500,000 x/s \$10,000,000 Primary	73PRX22AED4	Hallmark
VII.	\$2,500,000 part of \$5,000,000 x/s \$20,000,000 Primary	D39136570001	Westchester
VIII.	\$2,500,000 part of \$5,000,000 x/s \$20,000,000 Primary	MAF760728-22	Axis
IX.	\$100,000,000 x/s \$25,000,000	NHD925986	RSUI
X.	\$25,000,000 x/s \$125,000,000	0062502553	Lexington
XI.	\$25,000,000 x/s \$150,000,000	795019348	Intact
XII.	\$125,000,000 x/s \$175,000,000	UP2203382	Chubb

10. Notification of Claims to: RT Specialty, LLC
 5605 Glenridge Drive, Suite 400
 Atlanta, GA 30342
 Phone: (770) 422-0747
 Fax: (770) 422-9027

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

1. **INSURING CLAUSE:**

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Insurer(s) agree to indemnify the Insured 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 Insurer(s)" 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 Insurer(s) 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 Insurer(s), then the premium hereon may be adjusted accordingly.

3. **LIMIT:**

Provided always that liability attaches to the Insurer(s) only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 8 and/or 9 of The Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of the Insurer(s) Liability shall be those set forth in Item 8 and/or 9 of The Schedule under the designation "Underlying Excess Limit(s)" and the Insurer(s) shall be liable to pay up to the full amount of such "Underlying 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 Insurer(s) set forth in Item 8 and/or 9 of The Schedule 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 term.

There is no recovery under this excess policy as respects those coverages which are sub-limited within the primary and/or underlying excess policy(ies) to amounts less than the amount indicated in item 8 of the Schedule, however, the Insurer(s) to this excess policy recognize that the primary and underlying excess policy limits can be eroded or exhausted, wholly or partially, by application of said sub-limits.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect to perils covered by this policy for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount applicable to that peril, as set forth in Item 8 of the Schedule, shall apply to this Policy.

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 8 and/or 9 of The Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) 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(s).

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(s) or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurer(s).

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

In the event of the bankruptcy or insolvency, or other financial impairment, of any underlying insurer, this policy shall not be liable for the obligations of the underlying policy. This policy shall apply as if the underlying insurance were valid and collectible. This insurance shall not replace the underlying insurance.

6. **DEFINITIONS:**

(a) Loss: The word "loss" shall mean each and every covered loss or series of covered losses arising out of one occurrence.

(b) Ultimate Net Loss: The words "Ultimate Net Loss" shall mean the covered loss sustained by the Insured as a result of each and every loss or series of covered losses arising out of one occurrence limited by

(i) any sub-limits contained within this Policy or the Policy(ies) of the Primary and/or Underlying Excess Insurer(s), and

(ii) making deductions for all salvages, recoveries and other insurance's (other than recoveries under the Policy(ies) of the Primary and Underlying Excess Insurer(s)).

(c) Policy Term: The words "policy term" shall be understood to mean the period of 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 Insured and the Insurer(s), provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

8. **CANCELLATION:**

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Insurer(s) by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance written notice stating when, not less than ninety (90) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Insurer(s) shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Insurer(s) shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

If this insurance shall be cancelled by or on behalf of the Insurer(s), the Insurer(s) shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Insurer(s) shall receive the earned premium hereon, or the pro rata proportion or any minimum premium stipulated herein, whichever is the greater.

Payment or tender of unearned premium by the Insurer(s) shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Notwithstanding anything contained in Item 8 CANCELLATION of the wording to the contrary, in the event of nonpayment of the Premium stated in the Schedule, Insurer(s) may cancel this Insurance with written notice to the Insured stating when, not less than ten (10) days thereafter, the cancellation shall be effective.

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

9. **NOTIFICATION OF CLAIMS:**

The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 10 of The Schedule.

10. **PRIORITY OF PAYMENT:**

Notwithstanding anything contained herein to the contrary it is hereby agreed that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Insured to apportion recovery under this policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but excluded in higher excess layers, shall be recognized by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layers(s) to include loss from the specifically excluded peril in the excess layer(s) itself.

11. **OCCURRENCE LIMIT OF LIABILITY:**

The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs.

The premium for this policy is based upon the Statement of Values on file with the Insurer(s), or attached to this policy. In the event of loss hereunder, liability of the Insurer(s), subject to terms of paragraph one (1) above, shall be limited to the least of the following:

- a. The actual adjusted amount of loss, less applicable deductible(s).
- b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest statement of Values on file with Insurer(s), less applicable deductible(s).
- c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

12. **PERMISSION FOR EXCESS INSURANCE**

Permission is hereby granted to purchase insurance in excess of the amount [Limit of Liability] stated in this policy. Such excess insurance shall not be considered other insurance for the purposes of the "Other Insurance" clause.

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

ENDORSEMENT #001

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

**FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES
ENDORSEMENT**

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

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



Authorized Representative

ENDORSEMENT #002

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

**TERRORISM ENDORSEMENT WITH EXCLUSION FOR BIOLOGICAL AND/OR
CHEMICAL TERRORISM, NUCLEAR OR RADIOLOGICAL TERRORISM**

This endorsement modifies insurance provided by the Policy:

Notwithstanding anything to the contrary in this Policy, **terrorism** which causes direct physical loss or damage to property is covered under this Policy.

However, no insurance is provided for loss or damage caused directly or indirectly by:

- a. **biological and/or chemical terrorism,**
- b. **nuclear terrorism, or**
- c. **radiological terrorism,**

whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other event, cause, or peril. Such loss or damage is excluded regardless of any other event, cause, or peril contributing concurrently or in any sequence to the loss or damage.

The following definitions apply to this endorsement:

1. **Biological and/or chemical terrorism** means any act(s) of **terrorism** involving or resulting in the dispersal, discharge, or release of pathogenic, toxic, poisonous, or damaging biological or chemical agents or substances.
2. **Nuclear terrorism** means any act(s) of **terrorism** involving or resulting in nuclear reaction, nuclear explosion or nuclear radiation.
3. **Radiological terrorism** means any act(s) of **terrorism** involving or resulting in dispersal of radioactive materials or radioactive contamination.
4. **Terrorism** means the use or threatened use of force or violence against a 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 intimidate, coerce or harm:
 - a. A government;
 - b. The civilian population of a country, state or community; or
 - c. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions, reauthorizations or amendments thereto is in effect (the "Act"), **terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

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



Authorized Representative

ENDORSEMENT #003

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

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 caused by, resulting from or in connection with any of the following:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring caused by artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances, or wires.
2. Mechanical breakdown, including rupture or bursting caused by centrifugal force.
3. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by the Insured, or operated under the control of the Insured.
4. Any condition or event inside any steam boilers, steam pipes, steam engines, or steam turbines that causes loss or damage to such equipment.
5. Any condition or event inside any hot water boilers or other water heating equipment that causes loss or damage to such boilers or equipment.

However, if direct physical loss or damage not otherwise excluded by this Policy ensues from any of the excluded causes of loss enumerated in Paragraphs 1 - 5 above, the Company shall cover only such ensuing loss or damage.

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



Authorized Representative

ENDORSEMENT #004

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following condition is added to the Policy:

If this insurance and any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with applies to the same loss, claim, suit, occurrence or accident, whichever is applicable, then:

1. The maximum limit of liability, or
2. The maximum sublimit of liability with respect to a specific coverage or specific Covered Cause of Loss or peril;

under all insurance available from the above entities in the aggregate will not exceed the highest applicable limit of liability or highest applicable sublimit of liability available under any one policy.

However, this condition does not apply to any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with which is specifically written to be primary to, in excess of, or quota share with the Policy to which this endorsement is attached.

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



Authorized Representative

ENDORSEMENT #005

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

CANCELLATION - ADDITIONAL PROVISIONS

This endorsement modifies insurance provided by the Policy:

The Policy is amended as respects cancellation. The following additional provisions shall apply with respect to the cancellation provisions of this Policy:

If this Policy covers any location or locations in "Tier 1 wind zone(s)" as defined in this Policy, and the Policy is cancelled at the request of the Insured, the following provision will apply:

If the Policy was in effect at any time during the period from June 1st to November 30th, the amount of premium we will return upon the Insured's cancellation of the Policy will be a percentage of the total premium, determined as follows:

1 Year Policy

Number of Days Policy In Force	Percentage of Premium to Be Returned
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If a coverage or location is added to or deleted from the Policy, each type of coverage or such location(s) shall be underwritten separately and the rate will be determined based upon the characteristics of the risk.

If a location within a "Tier 1 wind zone" is added to or deleted from the Policy, and coverage for that location existed at any time during the period from June 1st to November 30th, the premium to be returned for that location upon the Insured's cancellation of the Policy will be determined in accordance with the above table.

If a location is not within a "Tier 1 wind zone" and is added to or deleted from the Policy, normal pro rata or short rate factors shall apply as provided by the Policy.

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



Authorized Representative

ENDORSEMENT #006

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

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.

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



Authorized Representative

ENDORSEMENT #007

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

STANDARD PROPERTY CONDITIONS

This endorsement modifies insurance provided by the Policy:

The following provisions are hereby made part of this Policy. These provisions shall take precedence if and to the extent there is a conflict with any other policy provision(s).

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Insured, a minimum premium of \$38,500 shall become earned, any provision of the Policy to the contrary notwithstanding. Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel on the Insured's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium within 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not affect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this Policy, this clause supersedes other cancellation clauses made a part of this Policy.

CANCELLATION: This Policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this Policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

SERVICE OF SUIT CLAUSE

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in

the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

WAR RISK EXCLUSION CLAUSE

The Company shall not be liable for any loss, caused directly or indirectly, by (1) hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack (a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or force (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction; or (4) any consequence of any of the foregoing.

NUCLEAR EXCLUSION CLAUSE

The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or not, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy. If the peril of fire is insured under this Policy, then, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy. This Policy does insure against loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries, and payments (other than proceeds from subrogation and underlying insurance), will accrue entirely to the benefit of the Company until the sum paid or payable by the Company is recovered or reduced as applicable.

REQUIREMENTS IN CASE OF LOSS

The Insured shall:

1. Give prompt written notice of any loss or damage to the Company;
2. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority;

3. Protect the property from further loss or damage;
4. Separate the damaged and undamaged personal property;
5. Maintain such property in the best possible order;
6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed;
7. Furnish all other documents or insurance policies that the Company may reasonably require;
8. Allow the Company to access and inspect any of the damaged or undamaged property; and
9. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within sixty (60) days after the Company's request stating the time and origin of the loss, the interest of the Insured and of all others in the property, the value of each item thereof determined in accordance with the Valuation conditions of this Policy and the amount of loss or damage thereto and all encumbrances thereon, all other contracts of insurance, whether collectible or not, covering any of said property and any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss sent to the Company at P.O. Box 25967, Shawnee Mission, Kansas, 66225.

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for any loss or damage caused directly or indirectly by the seizure, confiscation or destruction of insured property by any governmental body or public authority, including any customs or quarantine action. This exclusion shall not apply to an order or action of a governmental body or public authority to destroy insured property for the purpose of preventing the spread of fire or explosion nor to the enforcement of any law or ordinance relating to the construction or repair of damaged property as covered by DEMOLITION AND INCREASED COST OF CONSTRUCTION of this Policy.

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



Authorized Representative

ENDORSEMENT #008

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

PROPERTY MILLENNIUM ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

- A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

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



Authorized Representative

ENDORSEMENT #009

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with 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 damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a **communicable disease** or (2) any tangible or intangible property insured hereunder that is affected by such **communicable disease**.

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



Authorized Representative

ENDORSEMENT #010

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following property is added to the Property Excluded section, Property Not Covered section or similar section of the Policy:

- **Air Supported Structures.**

As used in this endorsement, **Air Supported Structures** means structures composed of air-pressurized membrane beams, arches or other elements to enclose space and where the shape of the structure is attained by air pressure.

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



Authorized Representative

ENDORSEMENT #011

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

GRAIN ELEVATOR EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following property is added to the Property Excluded section, Property Not Covered section or similar section of the Policy:

- **Grain Elevators**

As used in this endorsement, **Grain Elevator(s)** means the entire grain elevator complex, including receiving and testing offices, weighbridge, storage facilities, and processing facilities, and further includes any facility, silo, tower or elevator designed to stockpile, store, process, deposit or move grain.

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



Authorized Representative

ENDORSEMENT #012

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

PROPERTY CYBER AND DATA EXCLUSION

This endorsement modifies insurance provided by the Policy:

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.

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

The above wording beginning with the words, "Notwithstanding any provision. . ." and ending with the words, ". . . a Computer System[.]" is identical to the wording and is the entire substantive exclusion of LMA5401, 11 November 2019.



Authorized Representative

ENDORSEMENT #013

This endorsement, effective 12:01 A.M., 07/01/2022

Forms a part of Policy No.: 0062502553

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

EXISTING DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

The following exclusion is added to the PERILS EXCLUDED Section:

Loss or damage caused directly or indirectly by or resulting as a consequence of any structural or material condition that existed prior to the effective date of this Policy. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

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



Authorized Representative