

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: BRPSLPTWV011100_080146_01

NAMED INSURED AND MAILING ADDRESS:

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

PRODUCER NAME AND ADDRESS:

RT Specialty, LLC
5565 Glenridge Connector, Suite 550
Atlanta, GA 30342

POLICY PERIOD:

FROM: July 1, 2023

TO: July 1, 2024

Beginning and ending at 12:01 A.M. Standard Time at location of the insured property.

POLICY LIMIT:

\$5,000,000 Part of \$25,000,000 per Occurrence Excess of \$150,000,000 per Occurrence
If Flood or Earth Movement are covered perils, their limits are per occurrence and in the annual aggregate.

INSURING COMPANIES:

In return for payment of the premium, the Company below agrees with the Named Insured to provide the insurance afforded by this policy. That Insurance will be provided as designated below:

Issuing Carrier:

Texas Insurance Company, a Non-Admitted Surplus Lines Insurer
Rated A (Excellent) by AM Best

Controlling Underlying Carrier:

Westchester Surplus Lines Insurance Company

Controlling Underlying Policy:

N1-A3-PP-0000033-01

This policy and certificate consist of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COMMERCIAL PROPERTY COVERAGE PART

<i>Texas Insurance Company</i>	Non-Terrorism Premium:	\$70,000
	Non-Terrorism Equipment Breakdown Premium: (Included)	N/A
	TRIPRA:	N/A
	Total Premium: Taxes and Fees:	\$70,000 Paid by Broker

35.00% Minimum Earned Premium

Inspection Fee: N/A

No Flat cancellations. Inspection Fee, if required, is 100% Earned

The Company listed above has executed this policy, but it is valid only if signed by our authorized representatives.

POLICY PROVISIONS:

1. **Signatures Required.** This Policy shall not be valid unless signed by the Authorized Signatory on the Declarations.
2. **Cancellation.** If this Policy provides for cancellation and this Policy is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
3. **Conformity of Terms Endorsement:**
For the purpose of this Policy:
 - 1) Any reference herein to Underwriter(s), Company, Company(ies), Insurance Company or We is deemed to mean Insurer(s).
 - 2) Any reference herein to You, Named Assured, Assured or Insured is deemed to mean Insured.
 - 3) Any reference herein to USD shall be deemed to mean US Dollars.
4. **Attached Conditions Incorporated.** This Policy is made and accepted subject to all the provisions, conditions, and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
5. **Several Liability Notice and Lines Clause.** - The liability of an Insurer under this contract is several and not joint with other insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an Insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.
6. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and is not liable for any loss or claim whatsoever. The Insurers hereunder are as stated in the Declarations.
7. **Any provisions or conditions** appearing in any forms attached hereto which conflict with or alter the provisions set out above shall supersede the above provisions insofar as the latter are inconsistent with any provisions or conditions appearing in such attached forms.
8. **Duty of Disclosure:** Since an insurance contract is based upon the duty of utmost good faith, it is important that those seeking insurance should provide full disclosure of all material facts to Insurers and that this information should be kept updated. Courts will find a fact to be 'material' where it would affect the judgment of a prudent Underwriter as to whether or not to accept the risk at the particular terms offered. The practical advice, which we give to clients or producers, is this: if you are in doubt we recommend that you advise the information to Insurers.
9. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

SHORT RATE CANCELLATION TABLE

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
1	5%	66-69	29%	154-156	53%	256-260	77%
2	6	70-73	30	157-160	54	261-264	78
3-4	7	74-76	31	161-164	55	265-269	79
5-6	8	77-80	32	165-167	56	270-273 (9 mos)	80
7-8	9	81-83	33	168-171	57	274-278	81
9-10	10	84-87	34	172-175	58	279-282	82
11-12	11	88-91 (3 mos)	35	176-178	59	283-287	83
13-14	12	92-94	36	179-182 (6 mos)	60	288-291	84
15-16	13	95-98	37	183-187	61	292-296	85
17-18	14	99-102	38	188-191	62	297-301	86
19-20	15	103-105	39	192-196	63	302-305 (10 mos)	87
21-22	16	106-109	40	197-200	64	306-310	88
23-25	17	110-113	41	201-205	65	311-314	89
26-29	18	114-116	42	206-209	66	315-319	90
30-32 (1 mo)	19	117-120	43	210-214 (7 mos)	67	320-323	91
33-36	20	121-124 (4 mos)	44	215-218	68	324-328	92
37-40	21	125-127	45	219-223	69	329-332	93
41-43	22	128-131	46	224-228	70	333-337 (11 mos)	94
44-47	23	132-135	47	229-232	71	338-342	95
48-51	24	136-138	48	233-237	72	343-346	96
52-54	25	139-142	49	238-241	73	347-351	97
55-58	26	143-146	50	242-246 (8 mos)	74	352-355	98
59-62 (2 mos)	27	147-149	51	247-250	75	356-360	99
63-65	28	150-153 (5 mos)	52	251-255	76	361-365 (12 mos)	100

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

**TEXAS INSURANCE COMPANY
COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

DESCRIPTION OF PREMISES:

As per the current schedule on file with the Company

COVERAGE PROVIDED:

POLICY NUMBER: BRPSLPTWV011100_080146_01

POLICY PERIOD: July 1, 2023 to July 1, 2024

POLICY LIMIT: \$5,000,000 part of \$25,000,000 per Occurrence Excess of \$150,000,000 per Occurrence

PERILS INSURED: Risks of Direct Physical Loss or Damage excluding Flood, Earth Movement and Boiler and Machinery

COVERAGES: Real and Personal Property and Business Interruption

CO-INSURANCE: As per the controlling underlying policy

INSURED VALUES: As per the current schedule on file with the Company

TERRITORY: As per the controlling underlying policy

VALUATION: As per the controlling underlying policy

SUB-LIMITS: N/A per Occurrence and in the Annual Aggregate for the peril of Flood.
N/A per Occurrence and in the Annual Aggregate for the peril of Earth Movement

Sub-limits are a part of and not in addition to the Limit(s) of Liability as shown within this Policy.

Each sublimit stated in the controlling underlying policy is the maximum amount potentially recoverable from all insurance layers combined for all insured loss.

DEDUCTIBLES: As per the controlling underlying policy

CONTROLLING UNDERLYING POLICY:

Controlling Underlying Carrier Name	Controlling Underlying Policy No.
The Princeton Excess and Surplus Lines Insurance Company	N1-A3-PP-0000033-01

FORMS AND ENDORSEMENTS

(other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Schedule of Forms and Endorsements attached.

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Signed:

JEFFREY SILVER, Secretary

Insured Name	Policy Number	Policy Effective Date
State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

POLICYHOLDER NOTICE

Surplus Lines Disclosure

WEST VIRGINIA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

REF 9087
01 September 2013

Insured Name	Policy Number	Policy Effective Date
State of West Virginia	BRPSLPWV011100_080146_01	7/1/2023

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Endorsement #</u>	<u>Reference No.</u>	<u>Title</u>
	SLP-DEC-CW-TIC-2110-001	Policy Declarations
	AUW-SLD-CW-NAC-2110-001	Surplus Lines Disclosure
	AUW-SFE-CW-NAC-2110-001	Schedule of Forms and Endorsements
	SLP-CRP-CW-NAC-2110-001	Claims Reporting Procedure
	AUW-PPS-CW-TIC-2110-001	Texas Insurance Company Privacy Policy Statement
	AUW-OFAC-CW-NAC-2110-001	US Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
	SLP-SSC-CW-NAC-2110-001	Service of Suit Clause (U.S.A.)
	SLP-SUL-CW-NAC-2110-001	Sublimits of Liability Definition
	AUW-TRID-CW-NAC-2110-001	Notice of Terrorism Insurance Coverage – TRIA Declined
1	AUW-MAPE-CW-NAC-2110-001	Microorganism Exclusion Endorsement
2	AUW-CDE-CW-NAC-2110-001	Communicable Disease Exclusion Endorsement
3	AUW-NBE-CW-NAC-2110-001	Nuclear, Radioactive, Biological or Chemical Materials Exclusion Endorsement
4	AUW-PCDE-CW-NAC-2110-001	Property Cyber and Data Exclusion Endorsement
5	AUW-PLE-CW-NAC-2110-001	Pollution Exclusion Endorsement
6	AUW-WTE-CW-NAC-2110-001	War and Terrorism Exclusion Endorsement
7	AUW-SLE-CW-NAC-2110-001	Sanction Limitation and Exclusion Endorsement
8	SLP-LWAE-CW-NAC-2110-001	Land Water and Air Exclusion Endorsement
9	SLP-MEPE-CW-NAC-2110-001	Minimum Earned Premium Endorsement

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POLICYHOLDER NOTICE
Claims Reporting Procedure

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Rivington Partners is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Applied Risk Services Inc
P.O. Box 3216
Omaha, NE 68103

1. Email: newclaim@auw.com
2. FAX: 877-234-4407
3. Telephone: 877-234-4420

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer the claim to an adjuster if necessary, and discuss any further aspects of the claim.

ENQUIRIES OR DISPUTES:

Should you wish to make a complaint or dispute concerning the premium or about a claim regarding the coverage under this Policy, you may do so either in writing to:

Applied Risk Services, Inc
ATTN: General Counsel
10805 Old Mill Road
Omaha, Nebraska 68154

Insured Name	Policy Number	Policy Effective Date
State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

POLICYHOLDER NOTICE
Texas Insurance Company Privacy Policy Statement

Insurance companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this Privacy Policy Statement carefully.

Texas Insurance Company wants you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

1. Information contained in applications or other forms that you submit to us, such as name, address, and social security number
2. Information about your transactions with our affiliates or other third-parties, such as balances and payment history
3. Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

All insurance companies need to share customers' personal information to run their business. We share the information that we have when it is necessary to provide our products and services. We may also share information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. Those measures include computer safeguards and secured files and buildings. To protect you against "phishing" and other fraudulent activities, we will never request that you provide personal information to us via unsolicited e-mails, text messages or pop-up windows. We do not sell personal information.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

Federal law gives you the right to limit certain sharing. State laws may give you additional rights to limit sharing. You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

ATTN: General Counsel
Texas Insurance Company
10805 Old Mill Road
Omaha, Nebraska 68154

Insured Name	Policy Number	Policy Effective Date
State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

POLICYHOLDER NOTICE

**US Treasury Department’s Office of Foreign Assets Control (“OFAC”)
Advisory Notice to Policyholders**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of “national emergency”. OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist Organizations; and
- Narcotics traffickers;

as “Specially Designated Nationals and Blocked Persons”. This list can be located on the United States Treasury’s website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' 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

Applied Risk Services, Inc
ATTN: General Counsel
10805 Old Mill Road
Omaha, Nebraska 68154

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their 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 Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

POLICYHOLDER NOTICE

Notice of Terrorism Insurance Coverage – TRIA Declined

This Notice is issued in accordance with the terms and conditions of the Terrorism Risk Insurance Act, as amended (the “Act”).

You are hereby notified that coverage for “insured losses” directly resulting from an “act of terrorism” as defined in the Act, as explained in the Policyholder Disclosure notice, (1) was made available to you; and (2) you declined or failed to confirm the purchase of such coverage. Therefore, this insurance does not provide coverage for losses directly resulting from any “act of terrorism” as defined by the Act except to the extent, if any, otherwise provided by this Policy.

INSTRUCTION TO THE BROKER

You are instructed to deliver a copy of this notice to our insured.

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State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023

POLICYHOLDER NOTICE
Sublimits of Liability Definition

It is understood and agreed that the Primary Insurer’s policy contains Program Sublimits which apply to all insurance layers combined. These Program Sublimits apply as part of, and not in addition to, the Program Limit of Liability.

The following additional conditions apply to the Program Sublimits:

- A. Each sublimit stated in the Primary Insurers’ policy is a Program Sublimit and is the maximum amount insured collectively by all Participating Companies.
 - 1. 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. This Company shall have no liability for any sublimit that has been exhausted in any underlying insurance.

- B. If a sublimit shown is less than the Program Limit of Liability, then the lesser sublimit amount will apply.

- C. Subject to the Policy Limit stated in this policy:
 - 1. If a specific sublimit is not stated for a coverage, then the Program Limit of Liability applies for that coverage.
 - 2. If “included” is shown as a sublimit for a coverage, then the Program Limit of Liability applies for that coverage.
 - 3. If a sublimit shows “not covered” or “excluded” then no coverage shall exist for that coverage.
 - 4. Unless otherwise stated, sublimits apply on a per Occurrence basis.

- D. If a sublimit states “included,” a time period such as days or any other qualifier that is not expressed in dollars, it is not deemed a sublimit for the purposes of attachment by this Policy. This Policy shall only provide excess insurance, subject to the Policy Limit stated in this Policy, for such coverage which states “included”, a time period such as days or any other qualifier that is not expressed in dollars.

- E. If an aggregate limit is shown as a sublimit, then that aggregate limit will be the maximum amount payable as a Program Limit for all insurance layers during the annual Policy Period for that coverage regardless of the number of Occurrences, Locations or Insureds. If this Policy is a multi-year policy, the aggregate limit shall apply to each (12) twelve-month period within the Policy Period commencing with the original effective date of this Policy. If the second or subsequent term of the multi-year policy contains a period of time that is less than 1 year (12 months), then the aggregate limit shall be pro-rated for the period of time that is less than a (12) twelve-month period.

- F. Limits and sublimits do not include the amount of any applicable deductible. All sublimits are ground up.

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1	State of West Virginia	BRPSLPTWV011100 080146 01	7/1/2023	7/1/2023

MICROORGANISM EXCLUSION ENDORSEMENT

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

mold, mildew, fungus, mycotoxin, spore, scent, bacteria, 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 or use, occupancy, or functionality; (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; or (v) any failure to procure or maintain valid insurance for the above.

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

All other terms and conditions remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
2	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease, including but not limited to any cost to clean-up, detoxify, remove, monitor or test for a communicable disease.

For the purposes of this exclusion clause, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid, or gas or between organisms; and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms and conditions remain unchanged.

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3	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

**NUCLEAR, RADIOACTIVE, BIOLOGICAL OR CHEMICAL MATERIALS
EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof;
- c. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter except radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- d. the actual or threatened malicious use of nuclear materials and/or pathogenic or poisonous biological or chemical materials, including but not limited to any chemical, biological, bio-chemical, atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or electromagnetic weapon or device;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.

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4	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

PROPERTY CYBER AND DATA EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- a) Cyber Loss;
- b) 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.

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

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

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.

Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, 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.

Cyber Incident means:

- a) 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
- b) 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.

Computer System means 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.

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 remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
5	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

POLLUTION EXCLUSION ENDORSEMENT

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:

- a. any loss, damage, cost or expense, or
- b. any increase in insured loss, damage, cost or expense, or
- c. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (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):

- a. 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 Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

All other terms and conditions remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
6	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto 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 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, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (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 organization(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 the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance 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.

All other terms and conditions remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
7	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

SANCTION LIMITATION AND EXCLUSION ENDORSEMENT

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.

All other terms and conditions remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
8	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

LAND WATER AND AIR EXCLUSION ENDORSEMENT

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.

All other terms and conditions remain unchanged.

Endorsement No.	Insured Name	Policy Number	Policy Effective Date	Endorsement Effective Date
9	State of West Virginia	BRPSLPTWV011100_080146_01	7/1/2023	7/1/2023

MINIMUM EARNED PREMIUM ENDORSEMENT

It is hereby declared and agreed that the policy premium is subject to a minimum earned premium of 35.00% of the total premium, or the short rate cancellation per the terms on the Declarations, whichever is greater.

All other terms and conditions remain unchanged.

EXCESS PHYSICAL DAMAGE FORM

(U.S.A. AND CANADA)

THE SCHEDULE

Policy Number: **BRPSLPTWV011100-080146_01**

Insuring Company **Texas 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, 2023
To: July 01, 2024
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-0000033-01

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-0000033-01

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-0000033-01

7. **Premium:** \$70,000.00

8. **Primary Limit(s):**

COVERAGE LAYER	TOTAL LIMIT OF LIABILITY FOR PRIMARY INSURER	INSURER POLICY NO.	CARRIER
I.	\$4,500,000 part of \$20,000,000 Primary	N1-A3-PP-0000033-01	Princeton
II.	\$3,500,000 part of \$20,000,000 Primary	0313-4553-1A	AWAC
III.	\$6,000,000 part of \$20,000,000 Primary	B0507UP2305413	Lloyd's
IV.	\$1,500,000 part of \$10,000,000 Primary	W32D71230201	Lloyd's
V.	\$1,500,000 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.	\$500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	061384442	Lexington
VII.	\$1,500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	D39136570002	Westchester
VIII.	\$1,000,000 p/o \$10,000,000 x/s \$10,000,000 Primary	MAF760728-23	Axis
IX.	\$105,000,000 x/s \$20,000,000	NHD935021	RSUI
X.	\$25,000,000 x/s \$125,000,000	0062502553	Lexington
XI.	\$6,000,000 p/o \$25,000,000 x/s \$150,000,000	795023100	Intact
XII.	\$12,500,000 p/o \$25,000,000 x/s \$150,000,000	ESP1046649-00	Arch
XIII.	\$5,000,000 p/o \$25,000,000 x/s \$150,000,000	BRPSLPTWV011100-080146_01	Texas
XIV.	\$1,500,000 p/o \$25,000,000 x/s \$150,000,000	PX00WVY23	Aspen
XV.	\$125,000,000 x/s \$175,000,000	B0507UP2303382	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)