

RISK DETAILS

UNIQUE MARKET REFERENCE (UMR):	B0507PP2401317
TYPE:	<p>Contract Classification: Insurance</p> <p>Description: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING FLOOD, EARTHQUAKE, BOILER EXPLOSION AND MACHINERY BREAKDOWN</p>
INSURED:	<p>State of West Virginia, as may be more fully defined in the Insurance(s) issued by the Primary Insurers</p> <p>Address:</p> <p>Street No &amp; Street: 1124 Smith Street, Suite 433,</p> <p>City: Charleston,</p> <p>Zip Code: 25301</p> <p>Country Sub-Division: West Virginia</p> <p>Country: United States of America</p>
PERIOD:	From 1 July 2024 to 1 July 2027, beginning and ending 12:01 AM at the location of the property insured.
INTEREST:	Real and Personal Property, including Property in the Care, Custody and Control of the Insured for which the Insured are legally liable to insure, Improvements and Betterments, Business Interruption, Extra Expense, Contingent Business Interruption, Rental Value, Leasehold Interest, Property in the Course of Construction, Property in Transit, Electronic Data Processing Equipment/Media/Extra Expense, Accounts Receivable, Valuable Papers, Consequential Damage, Expediting Expense and Fine Arts all as may be more fully defined in the Insurance(s) issued by the Primary Insurers.
SUM INSURED:	<p>USD 150,000,000 ultimate net loss any one occurrence</p> <p>Excess of:</p> <p>USD 150,000,000 ultimate net loss any one occurrence limited to USD 10,000,000 in the annual aggregate in respect of Flood on the RM Schedule, USD 20,000,000 in the annual aggregate in respect of Flood on the SB Schedule, and USD 10,000,000 in the annual aggregate in respect of Earthquake separately.</p> <p>Which in turn in excess of Primary Deductibles.</p>
PRIMARY DEDUCTIBLES:	All claims for loss, damage or expense arising out of any one "occurrence" shall be adjusted as one loss, and from the amount of such adjusted loss shall be deducted the sum of one million dollars (USD 1,000,000).

**SCHEDULE OF PROGRAM**  
**SUBLIMITS:** Any one occurrence unless otherwise stated. Entire program from ground up (Excess of Primary Deductibles)

**PP2401317 - Schedule of Program Sublimits**

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

**CONDITIONS:** All terms and Conditions as detailed within the Contract Wording (Excess Physical Damage Form LPO348C amended, plus Time Element Extension LPO349C amended) and Endorsements, as attached elsewhere hereon, which includes the following:

Primary and Underlying Insurers and Policy Number Details (as may be applicable)

120 Days Cancellation Clause as per Primary Wording

NMA 2802 Electronic Date Recognition Exclusion Clause (EDRE)

LMA 5401 Property Cyber and Data Exclusion

Preservation of Property Clause 711PDP00214

NMA 2918 War & Terrorism Exclusion Clause

NMA 2962 Biological or Chemical Materials Exclusion Clause

Fraudulent Claim Clause as per Primary Policy Wording

NMA 2419 Lines Clause

Claims Nominee as per Overseas Broker

LMA 5390 US Terrorism Risk Insurance Act of 2002 as amended – Not Purchased Clause

LMA 3100 – Sanctions Limitation and Exclusion

LMA 5130 Application of Sublimits Endorsement

AGP-53329 – Virus or Bacteria Endorsement (as attached)

Dishonest Acts Endorsement as attached

Covered Animals Endorsement as attached

Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion as attached

Vacant/Unoccupied Building Endorsement as attached

Joint or Disputed Loss Agreement as attached

Occurrence Limit of Liability Endorsement as attached

Law Enforcement Animals as attached

Pollution Endorsement as attached

Commercial Property Exclusion as attached

LMA 5060 Values Limitation clause (110%)

Valuation Clause as per Insurance(s) issued by the Primary Insurers.

Automatic Acquisition Clause as per Insurance(s) issued by the Primary Insurers.

Ingress/Egress (30 days) as per Insurance(s) issued by the Primary Insurers.

Civil Authority (30 days as per underlying policy wording) as per Insurance(s) issued by the Primary Insurers.

3 Year Long-Term Contract

**NOTICES:** LMA 9086 West Virginia Surplus Lines Notice

**CHOICE OF LAW & JURISDICTION:** In the event of any dispute arising between the Insured and Insurers concerning this contract, the following Law and Jurisdiction clause shall apply:

Law: This contract shall be subject to the state law of New York

Jurisdiction: Jurisdiction over such dispute will be in accordance with the Service of Suit Clause NMA1998 naming the following in respect of service of process:

in respect of Certain Insurers at Lloyd's of London: Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017

in respect of all other Insurers unless specified elsewhere hereon: Mendes and Mount, 750 7th Avenue, New York, 10019-6829.

**PREMIUM:** Gross Premium: USD 1,400,000 (100%) for period, payable in annual Instalments of USD 466,667 (100%).

25% Minimum Earned Premium.

**PREMIUM PAYMENT TERMS:** PPC (TOR) 4/86 Direct (60 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 August 2024

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

**TAXES PAYABLE AND ADMINISTERED BY INSURED OR THEIR AGENT:** None

**TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:** None

**TAXES PAYABLE BY THE INSURERS AND ADMINISTERED BY THE INSURED OR THEIR AGENT:** None

**RECORDING, TRANSMITTING & STORING INFORMATION:** Where the Broker maintains risk and claim data/information/documents the Broker may hold data/information/documents electronically

**INSURER CONTRACT DOCUMENTATION:** This document and all attachments including any wording, details the contract terms entered into by the Insurers and constitutes the contract document.

No further contractual documentation is to be issued unless specifically requested by the Insured, however Ardonagh Specialty Limited t/as Price Forbes & Partners and/or their agents are authorised to issue any and all documents as may be required in evidence of the insurance hereby provided.

For contract changes, the Contract Endorsement(s) signed by Insurers shall form the evidence of the changes agreed. These changes will also apply to any wording that forms part of this contract.

If any attached wording(s) or clauses refer to a policy schedule or declarations which are not present, it is deemed to mean 'Risk Details' and 'Information'.

Wherever the following words appear in this contract, the same shall be deemed to be synonymous:

"Company(ies)", "Underwriter(s)" and "Insurer(s)"

"Policyholder", "Insured", "Assured", "(Re)Insured"

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker



**EXCESS PHYSICAL  
DAMAGE FORM****1. INSURING CLAUSE**

Subject to the limitations, terms and conditions contained in this Insurance or added hereto, the Insurers agree to indemnify the Insured named in the Risk Details in respect of Direct Physical loss or damage to property as detailed in the Risk Details, occurring during the period detailed in the Risk Details and caused by any of such Perils as are detailed in the Risk Details and which are also covered by and defined in the Insurance(s) issued by the Primary Insurers stated in Item (a) of Underlying Insurance Identification below.

**2. APPLICATION OF UNDERLYING PROVISIONS**

In respect of the Perils hereby insured against this Insurance is subject to the same warranties, terms and conditions (except as regards the premium, the 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 Insurance(s) of the Primary Insurers prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Insurance(s) of the Primary Insurers, then the premium hereon may be adjusted accordingly.

**3. LIMIT**

Provided always that liability attaches to the Insurers only after the Primary and Underlying Excess Insurers have paid or have admitted liability for the full amount of their respective ultimate net loss liability as shown in the Risk Details, and then the Limits of the Insurers Liability shall be those as detailed in the Risk Details and the Insurers shall be liable to pay the ultimate net loss up to the full amount of such Limit(s).

**4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS INSURANCE(S) AND LIMITS**

It is a condition precedent to recovery under this Insurance that the Insurance(s) and Limit(s) of the Primary and Underlying Excess Insurer(s) shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the period of this Insurance as detailed in the Risk Details. Only losses which, except for the amount thereof, would have been payable under this Insurance may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

**5. UNCOLLECTIBILITY OF OTHER INSURANCE**

Notwithstanding any of the terms of this Insurance that might be construed otherwise, the cover provided by this Insurance shall always be excess over the maximum monetary limits of the Primary and any Underlying Excess Insurances as shown in the Risk Details 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 if an underlying Insurer.

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

## 6. DEFINITIONS

(a) **Occurrence:** the word "occurrence" shall mean a loss or series of losses arising out of one event and as per Primary Policy Wording.

(b) **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the Insured as a result of the happening of the perils insured against by this Insurance, limited by

(i) any sub-limits contained within this Insurance or the Insurance(s) of the Primary and/or the Underlying Excess Insurers.

(ii) making deductions for all salvages, recoveries, and other insurances (other than recoveries under the Insurance(s) of the Primary and Underlying Excess Insurers).

(c) **Period:** The word "period" shall be understood to mean a period of time commencing on the date as shown in Risk Details.

## 7. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Insurance 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 Insurers, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained.

## 8. CANCELLATION

Cancellation clause as per the Primary Policy Wording.

## 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 for the purpose shown in Claims Notification below.

**Underlying Insurance Identification**

(a) Primary Insurers: Princeton Excess and Surplus Lines Insurance Company

(b) Underlying Excess Insurers: Advice Waived

(c) Identification Details and Limits carried

under (a) and (b) above: Policy Nos.

(a) N1-A3-PP-00000033-00 or renewal or replacement thereof

(b) Advice Waived

**Limits**

(a) USD 20,000,000 aggregates as applicable

excess of a deductible or self-insured amount  
as detailed within PRIMARY DEDUCTIBLES

(b) USD 155,000,000

**Claims Notification**

**Notification of Claims Nominee:** As per Overseas Broker

If Business Interruption or other Time Element coverage or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Time Element Extension Endorsement LPO349C(MRC), amended where applicable, must be attached hereto.

06/09

LPO348C(MRC) amended

#### **TIME ELEMENT EXTENSION**

(For attachment to LPO348C(MRC) )

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

The Primary and Underlying Excess Limit(s) as set out in Item (c) of Underlying Insurance Identification and the Limit of this Insurance Contract are inclusive of Damage to Property and Time Element.

06/09

LPO349C(MRC) Amended

#### **Endorsements B - J**

#### **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

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

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

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

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

17/12/97

NMA2802

**PRESERVATION OF  
PROPERTY**

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

711PDP00214

**PROPERTY CYBER  
AND DATA  
EXCLUSION**

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

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

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

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

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

**WAR AND  
TERRORISM  
EXCLUSION  
ENDORSEMENT**

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

NMA2918

8 October 2001

**BIOLOGICAL OR  
CHEMICAL  
MATERIALS  
EXCLUSION**

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

NMA2962

06/02/03

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

**Lines Clause**

This Insurance, being signed for percentage(s) of 100% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Security Details are percentages of 100% of the amount(s) of Insurance stated herein.

NMA2419

**SANCTION  
LIMITATION AND  
EXCLUSION CLAUSE**

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

15/09/10

LMA3100

**APPLICATION OF  
SUBLIMITS  
ENDORSEMENT**

1. Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

2. Application Within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

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

05/03/09

LMA5130

**AGP-53329 VIRUS  
OR BACTERIA  
ENDORSEMENT****EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE  
PHYSICAL DISTRESS, ILLNESS OR DISEASE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

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

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

This exclusion supersedes any exclusion relating to pollutants or contaminants.

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

All other terms and conditions remain unchanged.

**U.S. Terrorism Risk  
Insurance Act of  
2002 as amended  
Not Purchased  
Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 9 January 2020



**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, 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 (as per Risk Details) 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 to give a written undertaking to the Insured 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 any beneficiary hereunder arising out of this contract of insurance, 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.

24/4/86

NMA1998

**LMA 5060 Values  
Limitation clause  
(110%)**

The premium for this Policy is based upon the schedule of values reported to and on file with the Underwriters, or attached to this Policy. In the event of any covered loss under this Policy, the liability of the Underwriters relative to property damage and time element loss, as insured by this Policy, shall, notwithstanding anything contained herein to the contrary, be limited to the least of the following:

- (a) The actual adjusted amount of the loss within the coverage of the Policy, less applicable deductible(s).
- (b) (1) for property damage loss 110% of the total property values for each location
- (2) for time element loss, as insured by this Policy, 110% of time element values for each location

as reported on the above said schedule of values, less applicable deductible(s).

- (c) The Policy limit of liability or applicable sub-limit(s) of liability, less applicable deductible(s).

All other terms and conditions remain unchanged.

LMA5060  
15/03/06

Form approved by Lloyd's Market Association

3 Year Long-Term Contract

Named Insured ("INSURED"): State of West Virginia

Policy Number: B0507PP2401317 Endorsement No. 1

Effective Date: 1 July 2024  
Issue Date: 1 July 2024  
Expiry Date: 1 July 2007

It is understood and agreed, subject always to the terms, exclusions and conditions of the Policy, that the INSURED shown above and the COMPANY, for the period incepting on 1 July 2024 and ending 1 July 2027, hereby enter into this 3 Year Long-term Contract which is binding on both parties in consideration of the premium (to be paid in annual installments) as stated in the Policy. There will be no change in limit, sublimits, deductible or policy form unless mutually agreed by the INSURED and the COMPANY.

The following provisions are added to the Policy:

**PREMIUM ADJUSTMENT PROVISIONS:**

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

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

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

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

**CANCELLATION**

a. This Policy may be cancelled by the INSURED by giving written notice to the COMPANY not less than thirty (30) days prior to such cancellation. The earned premium for days on risk shall be calculated in accordance with customary short rate procedures.

b. This Policy is non-cancelable by the COMPANY, except in the event of non-payment of Premium or Specified Unexpected Circumstances, pursuant to the terms set forth below.

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

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

A. Bankruptcy, insolvency, liquidation or voluntary or enforced receivership, where permitted by law or statute.

B. Fraud, misconduct, or material misrepresentation by the INSURED.

C. The merger or consolidation of the INSURED with another organization in which such INSURED is not the controlling entity.

D. Material change in hazards/exposures.

E. Any change in law rendering this Policy illegal.

F. Loss of reinsurance or reduction in the COMPANY's treaty reinsurance capacity to an amount below the limit of liability of this policy.

i. If terrorism coverage is provided, then the following applies:

Terrorism coverage under this Policy may be cancelled by the Company by giving written notice to the Insured not less than thirty (30) days prior to such cancellation for the following reason:

Loss of reinsurance or reduction in the Company's treaty reinsurance terrorism capacity.

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

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

**POLICYHOLDER  
DISCLOSURE NOTICE  
OF TERRORISM  
INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to

be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD 100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD 100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD 100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.40,000 (100%) as per risk details .....

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
\_\_\_\_\_

Policyholder/Applicant's Signature

..... Syndicate on behalf of certain underwriters at Lloyd's

\_\_\_\_\_  
\_\_\_\_\_

Print Name

Policy Number

\_\_\_\_\_  
\_\_\_\_\_

Date

LMA9184

9 January 2020

## INFORMATION

### INFORMATION

Total Insurable Values: USD 26,565,159,430

As per schedule of values seen and agreed

Loss Record: - As advised by Ardonagh Specialty Limited t/a Price Forbes and Partners loss report dated 26 April 2024

22 January 2024 Sprinkler Freeze Claim Paid: Nil Status: Open

24 December 2022 Bomb Cyclone Claim Paid: USD 1,047,338.18 Claim Outstanding: USD 2,452,661.82 Total Incurred: USD 3,500,000 Status: Open

13 December 2022 Fire Status: Closed

As advised by Price Forbes and Partners Limited loss report dated 7 June 2022

2021 - 2022 No Losses

2020 - 2021 No Losses

As advised to Price Forbes and Partners Limited email dated 3 June 2020

2019 - 2020

23 September 2019 Ice making compressor system failed Expense Paid: USD 16,316.58 Total Incurred: 16,316.58 Status: Closed

2018 – 2019 No Losses

2017 – 2018

4 January 2018 Windstorm Expense Paid: USD 28,996.20 Total Incurred: USD 28,996.20 Status: Open

2016 – 2017

1 March 2017 Wind/ Storm damage Expense Paid: USD 4,855.20 Total Incurred: USD 4,855.20 Status: Closed

2015 – 2016

22 January 2016 Armory building collapsed Loss Paid: USD 1,735,595.68 Expense Paid: USD 71,883.82 Total Incurred: USD 1,807,479.50 Status: Closed

28 April 2016 Hail Damage Loss Paid: 684,817.79 Expense Paid: USD 134,194.94 Total Incurred: USD 819,012.73 Status: Closed

2014 – 2015 No Losses

2013 – 2014 1 July 2013 Theft Total Incurred Nil Status: Closed

## SECURITY DETAILS

### INSURERS LIABILITY: (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

LMA3333 21 June 2007

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

**SIGNING PROVISIONS:**

- a) In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- b) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured, or the (re)insured's

representatives, and the Contract Leader. Such variation to be in accordance with provision a) above with the resulting variation in signed lines commencing from the date set out in that agreement

Any other variation to the contracts will take effect only by the documented agreement of the (re)insured, or the (re)insured's representatives, and all (re)insurers whose lines are to be varied. Such variation to the contracts will take effect only when all such (re)insurers have agreed with the resulting variation in signed lines commencing from the date set out in that agreement.



**WRITTEN LINES**

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

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**.MODE OF EXECUTION CLAUSE**

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

CHUBB®

100%  
WRITTEN

**CBIIPRP2354I24**

100%  
SIGNED

01 Jul 2024 12:14 GMT

**Chris Thompson**

Chubb Bermuda International, a division of  
Chubb European Group SE (EEA risks are  
underwritten by CEG SE and non-EEA risks  
are underwritten by CEG SE's UK Branch)

**Line Conditions**

- Chubb uses the personal information which your broker supplies to us for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy, available at [www.chubb.com](http://www.chubb.com)
- Line written on the condition Chubb European Group SE is a Contract Agreement Party and Claims Agreement Party
- Chubb European Group SE to agree all future amendments, deletions and endorsements
- Close to: 5 Georges Dock, IFSC, Dublin 1
- Claims notifications to be sent to: [cbiiclaims@chubb.com](mailto:cbiiclaims@chubb.com)

Subjectivities (No Deadline)

- Instalment 2: \$466,667 due 29th August 2025
- Instalment 3: \$466,666 due 29th August 2026

Subjectivities (With Deadline)

- Final wording to be received by Chubb within 60 days.

Status: Not Yet Responded

Deadline: 29th August 2024

## **PP2401317 - Schedule of Program Sublimits**

Attaching to and forming  
part of B0507PP2401317

## SCHEDULE OF PROGRAM SUBLIMITS

- |    |                            |  |
|----|----------------------------|--|
| A. | USD10,000,000              | Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8.N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways.  |
| B. | USD10,000,000              | Per Occurrence Newly Acquired Real and Personal Property   |
| C. | USD5,000,000<br>USD200,000 | Per Occurrence "Coal Mine Subsidence" for State-Owned Property<br>Per Structure "Coal Mine Subsidence" for Non-State Owned Property<br>However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State Owned Property ever exceed USD5,000,000 in any one occurrence.   |
| D. | USD1,000,000               | Per Occurrence and subject to USD2,000,000 in the annual aggregate Employee Dishonesty for entities listed in Named Insured 1. C.  |
| E. | USD1,000,000               | Per Occurrence and subject to USD2,000,000 in the annual aggregate Forgery or Alteration for entities listed in Named Insured 1. C.  |
| F. | USD1,000,000               | Per Occurrence Theft, Disappearance and Destruction for entities listed in Named Insured 1.C.  |
| G. | USD5,000,000               | Per Occurrence Disappearance and Destruction for Capital Complex   |
| H. | USD1,000,000               | Per Occurrence Disappearance and Destruction All Other Locations   |
| I. | USD 10,000,000             | Per Occurrence Earnings  |
| J. | USD10,000,000              | Per occurrence and Annual Aggregate for Named Insured 1. A. Risk Management schedule ONLY (TIV of USD12,745,163,818) subject to per building maximum of USD500,000 and contents per building maximum of USD500,000 but limited to the maximum amount for type and occupancy of buildings that could be recovered from a policy of the National Flood Insurance Program. USD10,000,000 is excess of deductible stated elsewhere herein. |
| K. | USD5,000,000               | Per Occurrence and Annual Aggregate as respects "flood" for licensed automotive vehicles and other similar property of a mobile nature for Automobile Physical Damage subject to limitations contained in paragraph 8.M of the policy for the State of West Virginia and West Virginia County Boards of Education.   |
| L. | USD1,000,000               | Per Occurrence Property In Transit/Registered Mail   |
| M. | USD1,000,000               | Per Occurrence as respects Alterations, Additions, and Renovations to Existing Property  |

N. USD10,000	Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Exclusions) subject to USD100,000 annual aggregate
O. USD250,000	Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD1,000,000 annual aggregate
P. USD1,000	Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense
Q. USD1,000,000	Per Occurrence as respects Off Premises Services Interruption (Property Damage and Business Income combined)
R. USD1,000,000	Per Occurrence for each respects Demolition Cost and Increased Cost of Construction
S. USD175,000,000	Per Occurrence in respect of Fine Arts
T. USD50,000,000	Per Occurrence in respect of Contingent Business Interruption and Extra Expense

## Endorsements B - J

Attaching to and forming  
part of B0507PP2401317

## ENDORSEMENT NUMBER B

### Dishonest Acts Endorsement

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

It is agreed that:

Vandalism and/or destruction of Real and Personal Property of the Insured by an “**employee**”, or public official, elected, appointed and/or a volunteer, shall not be considered a dishonest act.

## ENDORSEMENT NUMBER C

### Covered Animals Endorsement

This endorsement modifies insurance provided under the following:

STATE OF WEST VIRGINIA ALL RISKS COVERAGE FORM

It is agreed that:

The following coverage is added to Section 6. B.

#### Covered Animals

- I. This policy is extended to cover direct physical loss of **“covered animals”** while at or within 1,000 feet of the Covered Location, or while in transit, within the coverage territory, caused by or resulting from any of the following causes of loss, not otherwise excluded under this policy:

- a. Any **“covered cause of loss”**;
- b. Collision, upset or overturn of a transporting vehicle; or
- c. Theft, including attempted theft and loss of a **“covered animal”** from a Covered Location when it is likely that the **“covered animal”** has been stolen;

provided such **“covered cause of loss”** directly results in the death, necessary humane destruction or, in the case of theft of a **“covered animal”** that is not found and returned, the total loss of the **“covered animal”**.

- II. The exclusion of animals under Section 7. C. of the Property Excluded section does not apply to this extension of coverage.

- III. The most we will pay per **“occurrence”** under this extension of coverage is the Limit of Insurance shown below:

Any One Occurrence and Annual Aggregate Limit of Insurance - USD300,000

Each Covered Animal Limit of Insurance - USD10,000

However:

- a. The most we will pay per **“occurrence”** for any one **“covered animal”** is the Each Covered Animal Limit of Insurance.
- b. The most we will pay for loss of all **“covered animals”** occurring in each separate 12-month period of this policy (beginning with the effective date of this policy), regardless of the number of **“occurrences”** or animals involved, is that Annual Aggregate Limit of Insurance.

- IV. In the event of loss under this extension of coverage, we will determine the value of **“covered animals”** at replacement cost at the time of loss of such animals, prior to



any training or other work performed on the animals by you, or on your behalf, in your business operations.

- V. As used in this endorsement, “**covered animals**” means animals that are:
- a. Owned by you or the animals of others in your care custody and control; and
  - b. Used in your operations.

All other provisions of the policy remain unchanged

## ENDORSEMENT NUMBER D

### VACANT/UNOCCUPIED BUILDING ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

- I. The following definitions are added to Section 5. Definitions in the policy:
  - Q. The terms "**vacant**", "**vacancy**", or "**vacant building**" mean any building, or structure, which is declared with a value to the West Virginia Board of Risk and Insurance Management, which for a period of 90 days does not contain enough business personal property to conduct customary operations, except that:
    - 1. Buildings under construction, or being actively remodeled are not considered vacant, and
    - 2. If the Insured is a tenant, vacancy is determined in the context of the unit or suite rented or leased to the Insured tenant; if the Insured tenant's premise contain enough business personal property to conduct customary operations the Insured tenant is not subject to any of the vacancy penalties even if the remainder of the building is totally empty; and
    - 3. If the Insured is the building's owner, the entire building will be considered, not just the portion (if any) occupied by the Insured building owner, and the building will be considered vacant unless at least 31 percent of its total square footage is used to conduct customary operations by an Insured owner, or by a lessee or sub-lessee to whom the building is rented.
  - R. The terms of "**unoccupied**" or "**unoccupied building**" mean any building or structure which is declared with a value to the West Virginia Board of Risk and Insurance Management, in which the customary activities or operations of the Insured have been suspended for a period of 90 days, but business personal property has not been removed.
- II. The following additions are made to Section 6. Coverage and Valuation in the policy:
  - A. Section 6.C.3.. is amended as follows:
    - 3. Real and Personal Property other than Stock and Improvements and Betterments  
Except for "**vacant buildings**", the cost to repair or replace the damaged property, without deduction for depreciation, with materials or like kind, size, capacity and quality subject to:
      - a. Liability under these terms shall not exceed the lessor of the following:
        - i. The values on file with West Virginia Board of Risk and Insurance Management;
        - ii. The cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality;
        - iii. The actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at time of loss.

- b. In the event that replacement with the kind and quality cannot be accomplished, the basis of loss adjustment will be the replacement cost new of unlike kind and quality to restore the function which existed prior to loss.
- c. In the event of loss or damage to property which is not repaired, rebuilt or replaced within two years from the date of loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.

B. Section 6.C.8. is added as follows:

8. Vacant Buildings

- a. For any "**vacant building**", not owned by the State of West Virginia, liability under these terms shall not exceed the lesser of the follow:
  - i. The declared values on file with the West Virginia Board of Risk and Insurance Management less 25%; or
  - ii. the actual cash value (with proper deduction for depreciation) of the property destroyed, less 25%; however
  - iii. any deductible shall be applied after the conditions imposed by i. or ii., above.
- b. For any "**vacant building**", owned by the State of West Virginia, the conditions imposed by subsection a., above, do not apply, and loss adjustment shall be as otherwise described in this policy.

III. The following additions are made to Section 8. Exclusions in the policy:

- U. As respects buildings or structures which are "vacant", the Company is not obligated to pay for loss or damage resulting from any of the following perils:
  - 1. vandalism
  - 2. building glass breakage
  - 3. water damage, except as may be caused by sprinkler leakage
  - 4. theft
  - 5. attempted theft

All other provisions of the Policy remain unchanged

## ENDORSEMENT NUMBER E

### JOINT OR DISPUTED LOSS AGREEMENT

**This endorsement changes the policy. Please read it carefully.**

- A. This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial property policy are in effect;
  2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
  3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B. This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
  2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C. The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
  2. The damage to the Covered Property was caused by a loss for which:
    - a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
    - b. Either:
      - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
        - (a) All liability exists under the boiler and machinery policy; or
        - (b) Some liability exists under both the boiler and

machinery policy and this commercial property policy;

(2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:

- (a) All liability exists under this commercial property policy; or
- (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;  
or

(3) Both the boiler and machinery insurer(s) and we:

a) Do not admit to any liability for payment; and

b) Contend that some or all liability exists under the other insurer's policy;

3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.

D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:

1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

#### E. Arbitration

1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

#### F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

## ENDORSEMENT NUMBER F

### OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following terms and conditions will apply to this policy:

1. The amount of insurance shown on the face of this policy is an amount per **"occurrence"**. In no event will the liability of this Company exceed the amount in any one **"occurrence"**, disaster or casualty, irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with the Company. In the event of a **"covered cause of loss"**, liability of the Company shall be limited to the least of the following:
  - a. the actual adjusted amount of a **"covered cause of loss"**, less applicable deductible(s);
  - b. for a **"covered cause of loss"** sustained to any specifically scheduled item or element of coverage, as scheduled in the most current Statement of Values on file with the Company, 100% of the individually stated amount of each individually scheduled item or element of coverage, less applicable deductibles, regardless of any reference to any sum total amount of specifically scheduled items or elements of coverage by location as may be listed or contained in the Statement of Values.
  - c. the Limit of Liability or amount of insurance shown on the face of this policy.

## ENDORSEMENT NUMBER G

### LAW ENFORCEMENT ANIMALS

This endorsement modifies insurance provided under the following: All Risks Coverage Form

The following coverage is added to Section 6.B. Real and Personal Property: Law Enforcement Animals

1. As used in this Endorsement, a law enforcement animal means an animal that participates in law enforcement duties for you under the direction of your law enforcement agency and its employees, and includes police dogs and horses from equestrian units, rescue animals and search animals.
2. We will pay for direct physical loss of your law enforcement animals caused by any of the following causes of loss:

Death or injury caused by another while within the course of duty other than such death or injury caused by:

- (1) You or your employees;
- (2) Anyone acting under your or your employees' direction or with your consent; or
- (3) Anyone else to whom you entrust the animals;

that results in the death, necessary humane destruction or, in the case of theft, the total loss of the animals.

\*\* All Law Enforcement Animals: USD30,000 per occurrence

\*\* Any One Law Enforcement Animal: USD10,000 per occurrence

3. Under Section 7.C., Property Excluded, the exclusion of animals does not apply to the coverage provided by this endorsement.
4. The insurance provided under this endorsement does not apply to loss caused by the necessary humane destruction of any animal unless the humane destruction is itself made necessary by a cause of loss listed in provision 2. Above.



5. The most we will pay for loss of all law enforcement animals in any one occurrence under this endorsement is the limit of insurance shown in Paragraph 2. For All Law Enforcement Animals.

Subject to the All Law Endorsement Animals Limit of Insurance, the value of each animal lost in any one occurrence is agreed to be the Limit of Insurance shown in Paragraph 2. For Any One Law Enforcement Animal.

## **ENDORSEMENT NUMBER H**

### **POLLUTION ENDORSEMENT**

It is agreed that:

Notwithstanding any language to the contrary in the following endorsements, the Pollutant Contamination coverage provided by this policy shall be subject to the limits of liability shown in 3. LIMITS OF LIABILITY,

1. Commercial Property Exclusion Endorsement
2. Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion Endorsement

## **ENDORSEMENT NUMBER I**

### **COMMERCIAL PROPERTY EXCLUSION**

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following exclusion is added to the policy:

#### **1. EXCLUSIONS**

##### **A. POLLUTANTS AND CONTAMINANTS EXCLUSION**

1) As used in this endorsement, Pollutants or Contaminants means:

- a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- b. Pollutants or contaminants include but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances.

2) This policy does not cover any of the following.

- a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;
- b. The expense or cost to extract or remove pollutants or contaminants from debris;
- c. The expense or cost to extract or remove pollutants or contaminants from land or water;

- d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;
- e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
- f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
- g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
- h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

### 3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the “**covered cause of loss**” occurs. This additional coverage does not increase the policy limit of insurance.

### B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) “**Materials**” means Asbestos, Dioxin, and Polychlorinated Bisphenols.
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the following:

- a. Removal of **"Materials"** from any goods, products, structures or debris;
- b. Demolition, increased cost of reconstruction repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such **"Materials"**;
- c. Any governmental direction or request declaring that such **"Materials"** present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
- d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

### 3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at insured locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the **"covered cause of loss"** occurs. This additional coverage does not increase the policy limit of insurance.

### C. NUCLEAR EXCLUSION CLAUSE

- 1) The Company shall not be liable for loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- 2) This policy will not cover any cost or expense to defend any claim or suit or pay any damages, loss or expense or obligation, resulting from nuclear reaction, nuclear radiation or radioactive contamination, however caused.

#### D. FINES OR PENALTIES

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

#### 2. OTHER INSURANCE CONTRACTS

Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

## ENDORSEMENT NUMBER J

### MOLD, FUNGI, WET OR DRY ROT AND BACTERIA EXCLUSION

It is agreed that:

#### I. EXCLUSIONS

This policy does not cover:

- A. Loss or damage caused directly or indirectly by mold or other fungi, wet or dry rot, or bacteria;
- B. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, dean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold or other fungi, wet or dry rot, or bacteria; or
- C. Any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

This mold or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

#### II. LIMITED COVERAGE FOR MOLD, FUNGI, WET OR DRY ROT AND BACTERIA

This policy is extended to cover, subject to a maximum total limit of USD10,000 per “**occurrence**”, loss or damage directly caused by or resulting from mold or other fungi, wet or dry rot, or bacteria if such mold or other fungi, wet or dry rot, or bacteria is directly caused by or results from one or more of the following causes that occurs during the policy period:

- Fire;
- Lightning;
- Explosion;
- Windstorm;
- Hail;

- Smoke;
- Vehicles;
- Aircraft;
- Civil disturbance;
- Riot;
- Vandalism;
- Sprinkler leakage;
- Leakage from fire extinguishing equipment;
- “Sinkhole collapse”;
- Volcanic action;
- Falling objects;
- Weight of snow, ice or sleet;
- Water damage; or
- Collision, or upset or overturn of a transporting vehicle:
  - 1) at locations occupied by the Insured; or
  - 2) away from the locations occupied by the Insured when the transporting vehicle is owned, operated, rented, leased or borrowed by the Insured.

If this policy includes coverage for “**flood**”, “**earthquake**” or earth movement it will be considered a covered peril for mold or other fungi, wet or dry rot, or bacteria.

As applied to this limited coverage for loss or damage by mold, fungi, wet or dry rot, and bacteria, "loss or damage" means:

- A. Direct physical loss or damages to Covered Property by mold, fungus, wet or dry rot or bacteria, including the cost of removal of the mold, fungus, wet or dry rot or bacteria;



- B. The cost to tear out and replace any part of the building or other property as needed to gain access to the mold, fungus, wet or dry rot or bacteria; and
- C. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that mold, fungus, wet or dry rot or bacteria are present.

The maximum total limit provided by this coverage extension is USD10,000 per **“occurrence”** regardless of the number or type of coverages that may apply, the number of locations to which this coverage extension applies, or regardless of the number or type of mold or other fungi, wet or dry rot, or bacteria that caused the loss or damage. When this agreement and any other insuring agreement or endorsement written by the Company applies to the same mold or other fungi, wet or dry rot, or bacteria loss, USD10,000 is the most the Company will pay on a combined total basis for all such loss. This amount is not in addition to the limits of coverage for real or personal property, **“flood”**, **“earthquake”** or earth movement or time element coverage as specified elsewhere in this policy.

### III. DEFINITIONS

#### A. Mold or other fungi means:

- 1) any type or form of mold or mildew;
- 2) any other type or form of fungus; or
- 3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

#### B. Bacteria means:

- 1) any type or form of bacterium; or
- 2) any byproduct that is produced or released by such bacterium.