



X^L Insurance



Brookfield Place
225 Liberty Street
40th Floor
New York, NY 10281
Phone +1 212 915 6719

Christopher.Lee@axaxl.com

October 22, 2024

Peggy Veccarelli
RT Specialty
5605 Glenridge Drive
Suite 400
Atlanta, GA 30342

RE: State of West Virginia
Policy No. US00142063PR24A

Dear Peggy:

We are pleased to enclose the policy recently bound for the above captioned insured. Also enclosed are instructions for claims handling and issuing certificates of insurance. Please review the policy and forward the appropriate copy to your producer.

I would like to take this opportunity to thank you for placing your business with the E&S Property Unit of AXA XL and look forward to working with you on this account and possibly others in the future. Again, thank you for your support of our program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lee'.

Chris Lee
Head of E&S Property
E&S Property Unit of AXA XL

Enclosure



CLAIM REPORTING INSTRUCTIONS

New claims can be reported by phone, fax, mail or email, 24 hours a day, seven days a week, 365 days a year.

Please include, if available, the name, address and phone number for all relevant parties, the date and time of loss, the location of the loss, a description of the loss, and any damage information.

If reporting by phone, please be sure to indicate if the claim involves a fatality, serious bodily injury, pollution spill, or requires immediate response.

Phone: **1-800-823-7351** (Toll-Free)

Fax: **1-866-262-9002** (Toll-Free)
 1-678-819-7388 (Toll)

Email: napropcasclaimnewnotices@axaxl.com (New Claims Notices)

Email: napropcasclaims@axaxl.com (All Other Claims Correspondence)

USPS Mail: **AXA XL**
 Attn: Property – E&S
 PO Box 614002
 Orlando, FL 32861-4002

Overnight Mail: **AXA XL**
 Attn: Property – E&S
 4209 Vineland Road, Suite J-2
 Orlando, FL 32811

INSTRUCTIONS FOR REQUESTING LOSS RUNS

To request a copy of loss runs for your policy, please submit your request to:

SurplusLossRun.Prop@axaxl.com

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO POLICYHOLDERS

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p>WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

NOTICE TO POLICYHOLDERS

Pennsylvania	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>
Rhode Island	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
Tennessee	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	<p>Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
Virginia	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Washington	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
West Virginia	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
All Other States	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, 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, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

PROPERTY CLAIMS LOSS NOTIFICATION

AXA XL has built a reputation for resolving property claims efficiently and fairly. To deliver our world-class service and respond to our clients business needs in a timely manner, please contact our property claims specialists.

For immediate service in the event of a loss:

Loss notification can be made as follows:

Email naprocasclaimnewnotices@axaxl.com

Fax (866) 740-6067

Phone (800) 688-1840 (during and after business hours)

We hope you never have to use this information. In the event you do, however, you can expect AXA XL exceptional claims specialists to be ready to respond.



REGULATORY OFFICE
505 Eagleview Blvd., Ste. 100
Dept: Regulatory
Exton, PA 19341-1120
Telephone: 800-688-1840

INDIAN HARBOR INSURANCE COMPANY

PROPERTY POLICY DECLARATIONS

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

Policy Number: US00142063PR24A Renewal or Replacement of: New

Item 1. **Named Insured:** State of West Virginia
 Address: 1124 Smith Street, Suite 4300
 Charleston, WV 25301

Item 2. **Policy Period:** **From** July 1, 2024 **To** July 1, 2025
 at 12:01 a.m. Standard Time at the location of the property involved.

Item 3. **Company Participation**

Layer Excess of Deductible	Layer Limit Per Occurrence			Company Share	Company Capacity
1 st Excess	\$25,000,000	xs of	\$125,000,000	40%	\$10,000,000

Item 4. **Policy Premium** \$102,500
 Premium for Acts of Terrorism Rejected

Total Policy Premium \$102,500

Minimum Earned Premium \$35,875

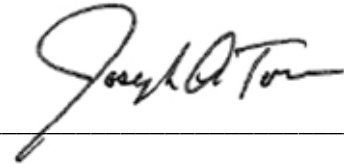
Item 5. Form(s) and Endorsement(s) made a part of this policy at time of issue:

Endorsement Number	Endorsement Title
PN CW 02 0119	Notice To Policyholders - Privacy Policy
PN CW 01 0123	Notice To Policyholders - Fraud Notice
PN CW 05 0519	Notice To Policyholders - U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
USA Claims Notice	Notice To Policyholders - Property Claims Loss Notification
IL MP 9104 0314 IHIC	In Witness - Indian Harbor Insurance Company
Excess Physical Damage Form	Excess Physical Damage Form
Endorsement No. 001 PRO 201 0314	Occurrence Limit Of Liability
Endorsement No. 002 PRO 202 1111	Loss Payee
Endorsement No. 003 PRO 205 0814	Cancellation - Additional Provision
Endorsement No. 004 PRO 205b 0115	Cancellation-Additional Provision
Endorsement No. 005 PRO 208 0812	Cancellation Amendment
Endorsement No. 006 PRO 210 0415	Actual Cash Value Amendment for Roofs
Endorsement No. 007 PRO 211 0714	Microorganism Exclusion
Endorsement No. 008 PRO 212 1012	Asbestos Exclusion
Endorsement No. 009 PRO 213 1012	Chemical, Biological, And Radiological Exposure Exclusion
Endorsement No. 010 PRO 221 0214	Electronic Data, Systems and Cyber Risks Exclusion
Endorsement No. 011 PRO 237 0415	New Location Rating
Endorsement No. 012 PRO 238 0615	Pre-existing Damage Endorsement
Endorsement No. 013 PRO 300 1211	General Change Endorsement
Endorsement No. 014 PRO 300 1211	General Change Endorsement
Endorsement No. 015 PGP 517 0520	Communicable Disease Exclusion Endorsement
Endorsement No. 016 PGP 520	Riot, Strike and Civil Commotion Exclusion Endorsement
Endorsement No. 017 Manus PRO	Cosmetic Damage Exclusion Endorsement
Endorsement No. 018 PRO 200 0912	Minimum Earned Premium

Endorsement Number	Endorsement Title
Endorsement No. 019 PRO 002 1111	Terrorism Exclusion Endorsement
Endorsement No. 020 XL-WVSOP 0118	Service Of Process

Item 6. Producer Name: RT Specialty
Address: 5605 Glenridge Drive
Suite 400
Atlanta, GA 30342

BY: _____



THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued: October 22, 2024

IN WITNESS

INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph A. Tocco
President



Toni Ann Perkins
Secretary

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

THE SCHEDULE

Policy Number: US00142063PR24A

Insuring Company Indian Harbor 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, 2024
To: July 01, 2025
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-0000033-02
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-0000033-02
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-0000033-02
7. Premium: \$265,250
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-0000033-02	Princeton
II.	\$3,500,000 part of \$20,000,000 Primary	0313-4553-1A	AWAC
III.	\$3,000,000 part of \$20,000,000 Primary	B0507PP2401316	Lloyd's
IV.	\$1,000,000 part of \$20,000,000 Primary	1000659625-01	Ironshore
V.	\$1,000,000 part of \$20,000,000 Primary	D39136570 003	Westchester
VI.	\$1,000,000 part of \$20,000,000 Primary	SLSTPTY12141524	Starr
VII.	\$1,500,000 part of \$10,000,000 Primary	D32D71240301	Beazley
VIII.	\$1,500,000 part of \$10,000,000 Primary	061383648	Lexington

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

\$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
IX.	\$500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	061384442	Lexington
X.	\$2,500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	MKLV2XPR002310	Evanston
XI.	\$105,000,000 x/s \$20,000,000 Primary	NHD944868	RSUI
XII.	\$10,000,000 p/o \$25,000,000 x/s \$125,000,000	US00142063PR24A	Indian Harbor
XIII.	\$7,500,000 p/o \$25,000,000 x/s \$125,000,000	EXP7001464	Mitsui
XIV.	\$7500,000 p/o \$25,000,000 x/s \$125,000,000	ESP1046649-01	Arch
XV.	\$150,000,000 x/s \$150,000,000	B0507PP2401317	Chubb

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

1. INSURING CLAUSE:

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

2. APPLICATION OF UNDERLYING PROVISIONS:

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

3. LIMIT:

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

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

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Item 8 and/or 9 of The Schedule be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the policy term.

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

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

5. UNCOLLECTIBILITY OF OTHER INSURANCE:

Notwithstanding any of the terms of this Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 8 and/or 9 of The Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

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

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

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

6. DEFINITIONS:

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

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

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

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

(c) Policy Term: The words "policy term" shall be understood to mean the period of Item 3 of The Schedule.

7. APPLICATION OF RECOVERIES:

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

8. CANCELLATION:

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

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

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

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

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

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

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

9. NOTIFICATION OF CLAIMS:

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

10. PRIORITY OF PAYMENT:

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

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

11. OCCURRENCE LIMIT OF LIABILITY:

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

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

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

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

12. PERMISSION FOR EXCESS INSURANCE

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

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

ENDORSEMENT # 001

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY

The endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

The policy is amended to include the following:

1. The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total limit of the Company'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 Company exceed this limit or amount 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, or attached to this policy. In the event of loss hereunder, liability of the Company, subject to the terms of Paragraph 1. above, shall be limited to the least of the following:
 - a. The actual adjusted amount of loss, less applicable deductibles(s).
 - b. One hundred percent (100%) of the individually stated value for each scheduled item of property insured, as shown on the latest Statement of Values on file with the Company, 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.
3. If the property involved consists of multiple buildings, and the latest Statement of Values does not report values by individual building, in no case shall a loss for any building, including all Additional Coverages, exceed that building's respective proportional value of the total building value for that Location as shown on the latest Statement of Values on file with the Company.

The building's respective proportional value shall be calculated by:

- a. Dividing the building values reported for each Location involved, as shown on the latest Statement of Values on file with the Company, by the square footage reported on the Statement of Values to arrive at a dollar per square foot number for the Location where loss occurred.
- b. Multiplying the dollar per square foot calculated above by the actual square footage of the specific building(s) damaged.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 002

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

- A.** This endorsement applies to any Loss Payee when named as such in a certificate of insurance on file with the Company, which was been issued in accordance with all certificate of insurance provisions contained in the policy, as respects their interest listed on such certificate of insurance.
- B.** For property insured under this policy which both the Insured and the Loss Payee have an insurable interest, the Company will:
 - 1.** adjust losses with the Insured; and
 - 2.** pay the amount of covered claim under this policy jointly to the Insured and the Loss Payee, as their interests may appear.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 003

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION – ADDITIONAL PROVISION

Commercial Property Insurance Policy

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

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

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

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

1Year(s) Policy

NUMBER OF DAYS POLICY IN FORCE	PERCENTAGE OF PREMIUM TO BE RETURNED
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5%
301 to 330	2.5%
331 to 365	0%

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

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

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

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 004

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION – ADDITIONAL PROVISION

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

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

If this Policy covers any location or locations in **High Hazard Wind Zone(s)** as defined in this Policy, and the Policy is cancelled at the request of the Insured, the following provision will apply:

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

1 Year Policy

NUMBER OF DAYS POLICY IN FORCE	PERCENTAGE OF PREMIUM TO BE RETURNED
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5%
301 to 330	2.5%
331 to 365	0%

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

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

If a location is not within a **High Hazard Wind Zone** and is added to or deleted from the Policy, normal pro-rata or short rate factors shall apply as provided by the Policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 005

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AMENDMENT

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

The **Commercial Property Insurance Policy**, Section **Terms and Conditions Applicable to All Sections, XII. Undertakings**, Item **C. Cancellation** is deleted and replaced with the following:

C. Cancellation

This policy may be canceled at any time by the Insured by surrender thereof to the Company or to a duly authorized agent of the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective.

This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing shall be sufficient proof of notice.

If the Insured fails to pay premium when due, this policy may be canceled by the Company by giving the Insured not less than ten (10) days written notice.

The date of the Insured's surrender or the effective date of the Company's cancellation stated in the notice shall become the new expiration date of the Policy Term. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

The first Named Insured listed in the Declarations is the sole agent for all Insured's in tendering and receiving cancellation notices.

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. If the Company cancels, earned premiums shall be computed pro rata for any period when the policy was in effect. If the Insured cancels, the premium retained by (or due to) the Company shall be computed using the short rate applicable. The Company's check or the check of their representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 006

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE AMENDMENT FOR ROOFS

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

Commercial Property Insurance Policy

The Valuation provisions of this policy are deleted and replaced with the following with respect to roofs or sections of roofs more than fifteen (15) years old:

1. In the event of loss or damage, as insured by this policy to roofs or sections of roofs older than fifteen (15) years, as evidenced by actual documentation of installation, the loss or damage shall be valued at the time and place of the loss on an Actual Cash Value basis determined as follows:
 - A. Actual Cash Value equals the Replacement Cost times the Remaining Useful Life Factor (R). The Remaining Useful Life Factor is calculated by the following formula:

Where N = The Normal Useful Life of the roof based on the Manufacturer's design life expectancy.

Where U = The length of time the roof was in use at the time of the loss.

Where R = The Remaining Useful Life Factor at the time of the loss.

Replacement Cost shall not exceed the actual cost to repair or replace the property with material of like kind and quality within a reasonable time after loss.
2. If a Replacement Coverage provision is attached to this policy, the conditions of that provision do not apply to roofs or roof sections older than fifteen (15) years.

All other terms and conditions remain the same.

ENDORSEMENT # 007

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICROORGANISM EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

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

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

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

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 008

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure against any loss, damage, cost or expense directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. Asbestos material defects, treatment, abatements or removal, unless the asbestos itself is damaged by the peril of fire, lightning, or explosion and then only as to the physical portion of asbestos material damaged on impact by that peril;
2. Regardless of cause, any sum relating to (i) health hazard from asbestos; (ii) treatment, abatement or repair of asbestos material that has become friable; or (iii) demolition, increased cost of reconstruction, removal or any type of cost or loss arising from the enforcement of or compliance with any law or ordinance regulating asbestos material; or
3. Any governmental requirement relating to asbestos material present in or part of any portion of Insured Property that was not damaged by fire, lightening or explosion during the Policy Term and cannot any longer be used where installed.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 009

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHEMICAL, BIOLOGICAL, AND RADIOLOGICAL EXPOSURE EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure against any loss, damage, cost or expense directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In any action, suit or other proceeding where the Company alleges that, by reason of either of the provisions above, some or all loss or damage is not insured by this policy, the burden of proving that such loss or damage is not excluded shall be upon the Insured.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 010

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Electronic Data, Systems and Cyber Risks Exclusion

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure against any loss, damage, cost or expense directly or indirectly caused by, consisting of, or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. any functioning or malfunctioning of Electronic Data (including but not limited to any issues related to dates or date processing), the internet, an intranet, a private network, or any similar facility;
2. any corruption, destruction, distortion, erasure, alteration, theft, or other loss or damage to Electronic Data;
3. loss of use, access to, or functionality, all whether partial or entire, of Electronic Data, any computer or computer system, or any other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

However, in the event that fire or explosion results from the circumstances excluded in Items 1. to 3. above, then this policy, subject to all its terms, conditions, exclusions and limitations, will insure only the direct physical loss or damage to insured property caused by that fire or explosion.

Under no circumstance shall this policy cover any cost, expense or other sum, whether preventative, remedial or otherwise, to examine, repair, replace, upgrade, alter, or otherwise assess or correct anything excluded by Items 1. to 3. above.

As used herein, the term Electronic Data shall mean facts, concepts, code or any other information converted to a form useable for communication, interpretation or processing by computers or other electronic or electromechanical data processing or electronically controlled equipment, and includes programs, software and other coded instructions for the processing or manipulation of other data or the direction and manipulation of any equipment.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 011

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW LOCATION RATING

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

Commercial Property Insurance Policy

Any new Location(s) in High Hazard Earth Movement, High Hazard Flood and/or High Hazard Named Storm Zones will be underwritten and rated in accordance with our guidelines at the time we are requested to add them.

All other terms and conditions remain the same.

ENDORSEMENT # 012

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRE-EXISTING DAMAGE ENDORSEMENT

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

Commercial Property Insurance Policy

This policy shall exclude any loss or Damage directly or indirectly caused by, resulting from or contributed to by any pre-existing building Damage at the time of the policy inception. This exclusion shall automatically be removed upon the completion of exterior building repairs which fully enclose the building. Completion of the building enclosure repairs shall be evidenced by: 1) a signed letter from the licensed general contractor stating such repairs are completed; and 2) a copy of a certificate of insurance from the general contractor confirming general liability coverage with a minimum limit of \$1,000,000. This certificate of insurance shall be on file with the agent.

All other terms and conditions remain the same.

ENDORSEMENT # 013

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

In consideration of no change in premium, it is hereby agreed that the following subjectivities are added to this policy.

1. No deterioration of loss history prior to binding
2. Underwriter's approval of final policy form incorporating the changes listed above
3. Signed Statement of Values upon binding
4. Unless a valid Rate Matrix has been agreed upon, any new locations in High Hazard Earthquake, High Hazard Flood and/or High Hazard Named Storm Zones will be underwritten and rated in accordance with our guidelines at the time we are requested to add them.
5. Inspection and consulting services and associated fees, including but not limited to jurisdictional boiler & machinery inspections or property loss prevention services are not included in the scope of this proposal. Fees for Loss Prevention Services including Boiler & Machinery Jurisdictional Inspections are not included in premium.
6. All locations reported with \$0 or no values are not covered within this policy unless approved by Underwriter
7. Choice of Law and Jurisdiction – NY Applicable Law; Court Jurisdiction. The laws of the State of New York, without regard to any conflict of laws rules that would cause the application of the laws of any other jurisdiction, shall govern the construction, effect, and interpretation of this insurance agreement. The parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York and to the extent permitted by law the parties expressly waive all rights to challenge or otherwise limit such jurisdiction
8. Subject to favorable inspection within 60 days of binding
9. Exhaust Hoods are serviced and cleaned quarterly
10. Ansul Systems are serviced and inspected semiannually
11. Subject to Final SOV Approved by Underwriter
12. Assigned Loss Adjuster: Tom Sheets | Sedgwick

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 014

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL CHANGE ENDORSEMENT

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

SUBLIMITS:

In the event of an Occurrence insured under this policy, the Sublimits shown below shall apply to any claim arising from that Occurrence. All Sublimits fall within the Policy limit stated in **Policy Limits** above and do not increase the Policy limit under any circumstance. Further, no Sublimit or combination of Sublimits shall serve to increase any other Sublimit.

If more than one Sublimit applies to an Occurrence, those Sublimits are payable cumulatively up to the applicable Occurrence limit. Each Sublimit listed below is the maximum amount the Company shall pay under any circumstances for all Damage and Time Element loss caused by or resulting from each insured peril.

All sublimits are per Occurrence unless otherwise stated. When a sublimit is stated as applying in the annual aggregate, the maximum the Company shall pay under this policy under any circumstances for such matter will not exceed the stated aggregate limit during any policy year.

If No Sublimit is shown below, then no insurance coverage is provided herein for that item.

\$10,000,000	Earthquake, per occurrence and annual aggregate. 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.
\$10,000,000	Newly Acquired Real and Personal Property, per occurrence.
\$5,000,000	"Coal Mine Subsidence" for State-Owned Property, per occurrence.
\$200,000	"Coal Mine Subsidence" for Non-State-Owned Property, per structure. However, in no event will this Company's liability for "Coal Mine Subsident" for State Owned Property and Non-State-Owned Property ever exceed \$5,000,000 in any one occurrence.
\$1,000,000	Employee Dishonesty for entities listed in Name Insured 1.C of Manuscript form, per occurrence.
\$1,000,000	Forgery of Alteration for entities listed in Name Insured 1.C of Manuscript form, per occurrence.
\$1,000,000	Theft, Disappearance and Destruction for entities listed in Named Insured 1.C of Manuscript form, per occurrence.
\$5,000,000	Disappearance and Destruction for Capital Complex, per occurrence.
\$1,000,000	Disappearance and Destruction for all other locations, per occurrence.
\$10,000,000	Earnings, per occurrence.
\$10,000,000	Per occurrence and Annual Aggregate for Named Insured 1. A. Risk Management schedule ONLY (TIV of \$12,832,502,603) subject to per building maximum of \$500,000 and contents per building maximum of \$500,000 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. \$10,000,000 is excess of deductible stated elsewhere herein.
\$5,000,000	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.
\$1,000,000	Property in Transit / Registered Mail, per occurrence.
\$1,000,000	Alteration, Additions and Renovations to Existing Property, per occurrence.
\$10,000	Pollution/Contamination Cleanup (as defined Item 8.O of Exclusions). Subject to \$100,000 annual aggregate.
\$1,000	Fire Department Service Charges and Extinguishing Expense, per occurrence.
\$1,000,000	Off Premises Services Interruption, per occurrence. (Property Damage and Business Income Combined)
\$1,000,000	Demolition Cost and Increased Cost of Construction

DEDUCTIBLES:

For each Occurrence giving rise to a claim under this policy, the Insured agrees to retain for its own account a deductible calculated on the basis as specified below:

\$1,000,000	AOP
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Unless otherwise stated, if two or more deductible amounts apply to an Occurrence, the total to be deducted shall be determined as follows:

- (a) For combined deductibles (those applying to both coverage under the **Physical Property Section** and Time Element), if two or more combined deductibles apply, the total deductible amount will be the largest combined deductible.
- (b) For separate deductibles (those applying separately to: (i) coverage under the **Physical Property Section**, and (ii) Time Element), if two or more separate deductibles apply, the deductible amounts to be applied will be the largest deductible amount applying to (i) plus the largest deductible amount applying to (ii).
- (c) If both combined and separate deductibles apply, the total deductible amount shall be the larger of the deductible amount determined in (a) or the sum of the deductible amounts to be applied as provided for in 2. (b) above.
- (d) For deductibles specifically indicated as applying on a per Location basis, the deductible amount applying to each Location will be the largest of (a), (b), or (c) above, applied separately to each such Location.
- (e) If Covered Loss or Damage by Flood arises out of a Named Storm, then the Company shall apply the Flood deductible or the Named Storm deductible set forth above, whichever is greater.

A deductible and any limit or sublimit that is based on a number of hours is the stated hours or that immediately follow the commencement of any Damage or Loss giving rise to that claim.

All other terms and conditions remain unchanged

ENDORSEMENT # 015

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

This endorsement applies to any and all coverages and extensions of coverage afforded under the policy.

The policy is amended to include the following:

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, this policy does not insure any loss, damage, claim, cost, expense, or other sum of any nature whatsoever, directly or indirectly based upon, arising out of, attributed to, caused by, or relating to, in whole or in part:

1. any **Communicable Disease** (actual, threatened, perceived or suspected); or
2. any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at an insured location that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.

With respect to this endorsement, the following definition is added:

Communicable Disease means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.

All other terms and conditions remain unchanged.

ENDORSEMENT # 016

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIOT, STRIKE AND CIVIL COMMOTION EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY INSURANCE POLICY

SECTION B. PHYSICAL PROPERTY; EXCLUSIONS APPLICABLE TO ALL SECTIONS; d.2) c) is
deleted in its entirety and replaced by the following:

- c) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war to be declared or not), civil war, mutiny, insurrection, rebellion, revolution, riot, riot attending a strike, military or usurped power, civil commotion, or any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of a government de jure or de facto or action taken by governmental authority in hindering, combating or defending against such action;
or

All other terms and conditions remain unchanged.

Riots, Strikes, Malicious Damage and/or Civil Commotion Exclusion Clause

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Riots, Strikes, Malicious Damage and/or Civil Commotion regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Definitions:

Civil Commotion means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent.

Malicious Damage means the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace.

Riot means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

Strike means a work stoppage to enforce demands made on an employer or to protest against an act or condition.

AXA XL 2019 (unamended)

ENDORSEMENT # 017

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COSMETIC DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

It is hereby noted and agreed that Underwriters will not pay for Cosmetic Damage to Roof Surfaces caused by any event or occurrence.

For the purpose of this Endorsement, Cosmetic Damage means that the event and/or occurrence caused marring, pitting, spattering, discoloration or other alterations to the Roof Surfaces, but such damage does not prevent the roof from continuing to function as a barrier to the same extent as it functioned immediately prior to the event or occurrence from which the Cosmetic Damage arose.

For the purpose of this Endorsement, Roof Surfaces refers to the shingles, tiles, cladding, parapet caps, pipe jacks, chimney caps, roof venting, metal or synthetic sheeting or similar materials comprising the roof and includes all roof trims and accessories, fascia boards, all materials used in securing the Roof Surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, gutters, guttering materials and component parts and down spouts. In addition, it is hereby noted and agreed that this Endorsement shall apply to all attached and detached carports, garages and other structures which serve as a protective barrier in any way for storage and/or any and all vehicles.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 018

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

If this insurance is cancelled at the request of the Named Insured, there will be a minimum earned premium retained by the insurance company of:

\$ 35,875, 35 % of the premium for this insurance.

Cancellation of this insurance for non-payment of premium is considered a request by the Named Insured for cancellation of this Policy.

If a policy fee or inspection fee is applicable to this policy, the fee(s) will be fully earned and no refund of fees will be made.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 019

This endorsement, effective 12:01 a.m., July 1, 2024 forms part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Property Insurance Policy

Notwithstanding any provision to the contrary within this policy or any endorsement attached 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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except as provided by the Certified Act(s) of Terrorism Endorsement provided that said endorsement is attached to this policy.

This policy excludes loss or damage caused by fire that is part of or arises directly from terrorism. However, with respect to insured locations in the United States, its territories and possessions and Puerto Rico, in the event that the law of the jurisdiction where the insured property sustaining loss or damage requires that damage caused by fire be covered, then this policy covers such loss or damage but only for the physical loss or damage, with adjustment being at the lesser of actual cash value, the cost to repair or the cost to replace, all as of the date of the loss at the location of the loss, for no more than the interest of the Insured and without allowance for upgrades to comply with codes or building laws. This coverage exception for such resulting fire loss or damage does not apply to any time element coverages; including but not limited to business interruption, loss of earnings, extra expense, contingent coverage(s), leasehold interest or rental insurance; nor for any fire legal liability.

For the purpose of this endorsement an act of terrorism means the intentional conduct by any person(s) or group(s) causing loss or damage and/or the threat thereof, in order to induce fear, submission or otherwise influence people or government(s), or to promote, publicize or advance any ideological, religious, social or political cause.

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 any act of terrorism.

If the Company alleges 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 Insured.

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

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 020

This endorsement, effective 12:01 a.m., July 1, 2024 forms a part of
Policy No. US00142063PR24A issued to State of West Virginia
by Indian Harbor Insurance Company.

SERVICE OF PROCESS

The Secretary of State of West Virginia is hereby designated the true and lawful attorney of the Insurer upon whom may be served all lawful process in any action, suit or proceeding arising out of this Policy. The Insurer further designates:

Sarah Mims
General Counsel
505 Eagleview Boulevard, Suite 100
Exton, PA 19341-1120

as its agent in West Virginia to whom such process shall be forwarded by the Secretary of State.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this Policy remain unchanged.