

Commercial Property – Claim Reporting and Claim Questions

Options for Reporting a New Claim

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

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

Options for Questions Regarding Existing/Previously Reported Claims

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

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



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

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 061384442

RENEWAL OF: 061384442

ITEM 1. Named Insured: STATE OF WEST VIRGINIA

Address: 1124 SMITH ST STE 4300,
 CHARLESTON , WV 25301-0015

ITEM 2. Policy Period: From 07/01/2024 To 07/01/2025

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

ITEM 3. Limit of Insurance:

5.00% BEING 500,000 PART OF 10,000,000 PER OCCURRENCE EXCESS OF 10,000,000

Total Premium: \$ 91,314

Terrorism Premium: \$ DECLINED

Minimum Earned Premium: \$ 31,960

ITEM 4. Perils:

ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING NAMED WINDSTORM, EARTH MOVEMENT AND FLOOD/STORM SURGE. EXCLUDING EQUIPMENT BREAKDOWN/BOILER & MACHINERY.

ITEM 5. Description of Property Covered: Coinsurance

AS DESCRIBED IN THE POLICY ATTACHED NOT APPLICABLE

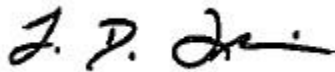
ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:

PER CERTIFICATES ON FILE WITH THE COMPANY

ITEM 7. Forms Attached:

See attached forms schedule

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



President



Secretary

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



Authorized Representative

Countersignature (if applicable)

Date

Countersigned At

FORMS SCHEDULE

Named Insured: STATE OF WEST VIRGINIA

Policy No: 061384442

Effective Date: 07/01/2024

| <u>Form Number</u> | <u>Edition Date</u> | <u>Endorsement Number</u> | <u>Title</u> |
|--------------------|-------------------------|-------------------------------|---|
| PRPDEC | 02/22 | | COMMERCIAL PROPERTY POLICY DECLARATIONS |
| | | | MANUSCRIPT POLICY FORM |
| LM138182 | 05/24 | 001 | TERRORISM EXCLUSION ENDORSEMENT |
| PR4419 | 10/15 | 002 | EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT |
| PR4259 | 07/14 | 003 | ANTI-STACKING ENDORSEMENT |
| PR8300 | 12/07 | 004 | CANCELLATION - ADDITIONAL PROVISIONS |
| PR4225 | 07/13 | 005 | ECONOMIC SANCTIONS ENDORSEMENT |
| LM138003 | 03/20 | 006 | COMMUNICABLE DISEASE EXCLUSION |
| LM138023 | 06/20 | 007 | AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT |
| LM138024 | 06/20 | 008 | GRAIN ELEVATOR EXCLUSION ENDORSEMENT |
| LMA5401 | 11/19 | 009 | PROPERTY CYBER AND DATA EXCLUSION |
| LM138120 | 09/22 | 010 | EXTORTION AND RANSOMWARE EVENT EXCLUSION |
| LM138116 | 06/22 | 011 | (1) DIGITAL ASSETS AND (2) OPERATIONS WITH RESPECT TO DIGITAL ASSETS EXCLUSIONARY ENDORSEMENT |
| LM138126 | 12/22 | 012 | OCCURRENCE DEFINITION AND APPLICATION OF LIMITS OF LIABILITY ENDORSEMENT |
| LM138132 | 12/22 | 013 | MAXIMUM AMOUNT PAYABLE ENDORSEMENT |
| LM138112 | 01/24 | 014 | NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION WITH RADIOACTIVE CONTAMINATION COVERAGE ENDORSEMENT |
| LM138139 | 03/23 | 015 | CONFISCATION, EXPROPRIATION AND NATIONALIZATION EXCLUSION ENDORSEMENT |

| | | | |
|----------|-------|-----|---|
| LM138143 | 02/23 | 016 | EXCLUDED TERRITORIES DEFINITION ENDORSEMENT |
| LM138160 | 09/23 | 017 | WAR EXCLUSION ENDORSEMENT |
| LM138174 | 01/24 | 018 | STANDARD PROPERTY CONDITIONS |
| LM138176 | 03/24 | 019 | ERRORS OR OMISSIONS IN PROGRAMMING EXCLUSION |

POLICYHOLDER NOTICE

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

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

THE SCHEDULE

Policy Number: **061384442**

Insuring Company **Lexington Insurance Company**

1. Named Insured: State of West Virginia
2. Mailing Address: 1124 Smith Street
Suite 4300
Charleston, WV 25301
3. Policy Period: From: July 01, 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: \$91,314
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 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

This insurance does not cover loss or damage caused directly or indirectly by **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**.

Notwithstanding the foregoing, if the Company is required to provide coverage for loss or damage due to fire following **terrorism**, then with respect to such loss or damage due to fire following **terrorism**:

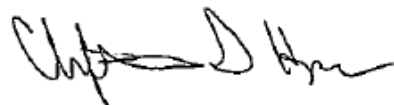
- i. No additional coverage, coverage extension, exception to any exclusion, or other coverage grant shall apply to such loss or damage caused by fire following with the exception of any Debris Removal Coverage (subject to the Debris Removal sublimit of liability);
- ii. No time element coverage shall apply to such loss or damage caused by fire following (including time element loss related to debris removal); and
- iii. All such loss or damage caused by fire following shall be adjusted on an actual cash value basis.

As used herein, **terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

- a. A government;
- b. The civilian population of a country, state or community; or
- c. Disrupt the economy of a country, state or community.

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

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



Authorized Representative

ENDORSEMENT #002

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any of the following:

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

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

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



Authorized Representative

ENDORSEMENT #003

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following condition is added to the Policy:

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

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

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

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

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



Authorized Representative

ENDORSEMENT #004

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

CANCELLATION - ADDITIONAL PROVISIONS

This endorsement modifies insurance provided by the Policy:

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

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

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

1 Year Policy


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

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

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

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

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



Authorized Representative

ENDORSEMENT #005

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

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



Authorized Representative

ENDORSEMENT #006

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease**.

As used herein, **communicable disease** means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

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

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



Authorized Representative

ENDORSEMENT #007

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

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

- **Air Supported Structures.**

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

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



Authorized Representative

ENDORSEMENT #008

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

GRAIN ELEVATOR EXCLUSION ENDORSEMENT

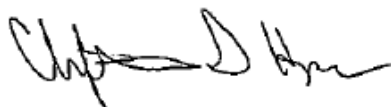
This endorsement modifies insurance provided by the Policy:

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

- **Grain Elevators**

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

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



Authorized Representative

ENDORSEMENT #009

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

PROPERTY CYBER AND DATA EXCLUSION

This endorsement modifies insurance provided by the Policy:

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

- 1.1 Cyber Loss;

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

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

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

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

owned or operated by the Insured or any other party.

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

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

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



Authorized Representative

ENDORSEMENT #010

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

EXTORTION AND RANSOMWARE EVENT EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary:

- I. The Company does not insure any loss, cost, damage, expense or payment, directly or indirectly, arising out of, or attributable to:

1. **Extortion**; or
2. A **ransomware event** or any remediation of any **ransomware event**;

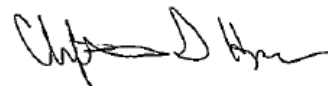
including any loss, cost, damage or expense to repair, replace or restore any **computer system** or data of any kind or description, including loss of functionality, reduction in functionality or loss of use of any **computer system** or data.

- II. The following definitions apply to this endorsement:

1. **Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
2. **Extortion** means the demand or request for:
 - a. Anything of value of any kind or description, including anything of monetary value or that can be converted into a tangible or intangible asset, or
 - b. Any act, forbearance or promise to do something or refrain from doing something,in connection with: (i) any loss or damage to property (ii) loss, damage or release of data of any kind or description or (iii) any interruption of operations, including any interruption of the operations of any **computer system** of any kind or description; through any means or method, including a **ransomware event**, or any fear of or threat to cause such loss, damage, release or interruption.
3. **Ransomware event** means use of unauthorized or malicious software code to encrypt data or interrupt the operations of any **computer system** of any kind or description for the purpose of **extortion**.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion.

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



Authorized Representative

ENDORSEMENT #011

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

(1) DIGITAL ASSETS AND (2) OPERATIONS WITH RESPECT TO DIGITAL ASSETS EXCLUSIONARY ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the following provisions apply:

- I. The following is added to the Perils Excluded, Perils Not Covered or other similar section of this Policy:

The Company does not insure for any loss, cost, damage, expense or loss of use arising out of or caused directly or indirectly by the mining, acquiring, processing, transmitting, converting, exchanging, transacting, moving, holding, creating, destroying, deleting and/or other similar operations with respect to **digital assets** (hereinafter, collectively **operations**) regardless of the methodology or equipment used to accomplish such **operations**. Such loss, cost, damage, expense or loss of use is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss, cost, damage, expense or loss of use.

- II. The following is added to the Property Not Covered, Property Excluded, Excluded Property or other similar section of this Policy:

- **Digital asset(s)**

- III. The following is added to the Definition Section or similar section of the Policy:

- **Digital asset(s)** means cryptocurrency, virtual currency, crypto asset(s), smart contract(s), non-fungible token(s), other token(s) or any other similar term that is a digital representation of value designed to work as a medium of exchange, unit of account, or store of value that uses cryptography to secure financial transactions, control the creation of additional units, and/or verify the transfer of assets. **Digital asset(s)** also means any counterfeit or fictitious digital representation of value designed to work as a medium of exchange, unit of account, or store of value.

To the extent that there is any other term, grant of coverage or exception to an exclusion that could include or be construed to cover **digital assets** or **operations**, such term, grant of coverage or exception to an exclusion shall not be construed to provide any coverage for **digital assets** or **operations**.

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



Authorized Representative

ENDORSEMENT #012

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

OCCURRENCE DEFINITION AND APPLICATION OF LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Notwithstanding any other provision of this Policy to the contrary:

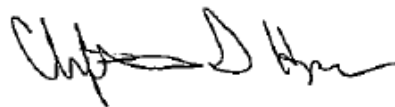
- I. The Policy's limit of insurance, limit of liability or policy limit as shown on the Declarations or elsewhere in this Policy is the maximum amount payable as a result of all covered loss or damage under this Policy in any one **occurrence** (as defined below) regardless of the number of locations covered under this Policy, coverages, or perils or events for which coverage is provided under this Policy (hereinafter, this concept shall be referred to as the **policy limit**). Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Company exceed this **policy limit** or its quota share participation in such **policy limit**.
- II. The term **occurrence** means any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this Policy and with respect to:
 - A. Terrorism (to the extent terrorism is covered), arises out of the same or related purpose or cause; or
 - B. Covered perils other than terrorism, arises out of a single event or originating cause.

The **occurrence** must commence during the policy period or policy term as shown on the Declarations or elsewhere in this Policy (hereinafter, the **policy period**).

When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, vandalism and malicious mischief, or terrorism, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of 72 hours shall be deemed to be a single **occurrence**. 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 time when the first insured loss or damage under this Policy occurs, but no two such 72 hour periods shall overlap.

If the **occurrence** commences during the **policy period**, then the Company shall treat the entire **occurrence** as occurring during the **policy period**.

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



Authorized Representative

ENDORSEMENT #013

This endorsement, effective 12:01 AM, 07/01/2024
Forms a part of Policy No.: 061384442
Issued to: STATE OF WEST VIRGINIA
By: LEXINGTON INSURANCE COMPANY

**MAXIMUM AMOUNT PAYABLE ENDORSEMENT
(MAXIMUM PERCENTAGE APPLICABLE TO COMBINED VALUES AT EACH LOCATION)**

This endorsement modifies insurance provided by the Policy:

SCHEDULE

Maximum Percentage: 100%

Notwithstanding any other provision of this Policy to the contrary, in the event of covered loss or damage hereunder, liability of the Company shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable deductible(s),
2. As respects each location insured by this Policy, the Maximum Percentage as shown in the above Schedule multiplied by the total combined stated values for all categories of insured property (e.g. building, contents) and other covered exposures (e.g., Business Income loss, Extra Expense and Rental Value) shown for that location on the latest Statement of Values or other documentation on file with the Company prior to the time of the loss or damage, or
3. The limit of liability or applicable sublimit(s) of liability as shown on the Declarations or elsewhere in this Policy.

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



Authorized Representative

ENDORSEMENT #014

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION WITH RADIOACTIVE CONTAMINATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

SCHEDULE

Radioactive Contamination Sublimit: \$NOT COVERED per Occurrence

Notwithstanding any other provision of this Policy to the contrary the following applies:

I. The Company does not insure for loss or damage caused directly or indirectly by any of the following perils or events. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage:

- Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by any other peril or event. However, if fire not otherwise excluded ensues, the Company shall be liable for direct physical loss or damage by such ensuing fire, but not including any loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination.
- Any device employing atomic fission, fusion or radioactive force, or any device that disperses radioactive material or a directed-energy or electromagnetic weapon.
- Unlawful possession, use, release, discharge, detonation, explosion, dispersal or disposal of any chemical, **biological**, radioactive or similar agents or matter.

As used herein, **biological** means agents or matter including all microorganisms, fungus, mold, spores, bacteria, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

- Any fraudulent or dishonest act or acts committed alone or in collusion with others: by any proprietor, partner, director, trustee, officer or employee of the Insured, or by any party to whom the property may have been entrusted (other than a carrier for hire).

However, a willful act of destruction to property insured under this Policy by an employee of the Insured, not otherwise excluded, and without the knowledge of any of the Insured's proprietors, partners, directors, trustees or officers is covered.

These exclusions apply whether in time of peace or war, regardless of who commits the act, and whether or not the event was accidental.

For avoidance of doubt, even if coverage is affirmatively provided for terrorism (as defined in this Policy) or required by law, the Company will not pay for any loss, cost, damage or expense,

arising out of or occurring concurrently or in any sequence with the perils or events above regardless of any exception contained therein.

II. The following Additional Coverage, Coverage Extension or other similar term is added to the Policy and supersedes any similar provision of the Policy to the contrary:

- Radioactive Contamination Additional Coverage:

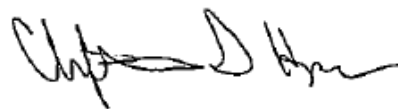
Subject to the Radioactive Contamination sublimit of liability shown in the above Schedule, this Policy is extended to cover direct physical loss or damage to property insured under this Policy caused by **accidental** radioactive contamination, including resultant radiation damage, all as not otherwise excluded, that is discovered within twenty-four (24) hours of its Occurrence, provided that such radioactive contamination, including resultant radiation damage, arises out of radioactive material at a Location insured under this Policy and such material is used as part of the Insured's business activities. This Additional Coverage includes the cost to clean-up radioactive contamination, including resultant radiation damage, from property insured under this Policy at a Location insured under this Policy, resulting from such loss or damage, but does not include testing or monitoring for radioactive contamination, including resultant radiation damage. There will be no coverage unless the loss, damage or cost is reported to the Company within one hundred eighty (180) days after the Occurrence.

As used herein, **accidental** means that the event is not intentional, regardless of whether such event is committed by an individual or group of individuals or whether any such individual(s) would be deemed to be an Insured under this Policy.

The Company does not cover radioactive contamination, including resultant radiation damage, arising out of:

1. A nuclear reactor at any Location insured under this Policy,
2. Any new or used nuclear fuel intended for or used in such nuclear reactor, or
3. Radioactive material originating outside any Location insured under this Policy, whether or not the loss or damage is sustained at any Location insured under this Policy.

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



Authorized Representative

ENDORSEMENT #015

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

**CONFISCATION, EXPROPRIATION AND NATIONALIZATION EXCLUSION
ENDORSEMENT**

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, caused directly or indirectly by or occurring concurrently or in any sequence with confiscation, expropriation, nationalization, seizure, appropriation, commandeering, requisition for use or title, or willful destruction of or damage to property, by any de jure or de facto: government, sovereign power, civil authority or military authority, including any action taken under any quarantine or customs regulations.

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



Authorized Representative

ENDORSEMENT #016

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

EXCLUDED TERRITORIES DEFINITION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

If any coverage, additional coverage, coverage extension, or any other similar provision (hereinafter, the **coverage provision**) provides coverage that includes any of the geographic areas stated in the **excluded territories** definition below, then, notwithstanding such **coverage provision**, no coverage shall be provided in any of the **excluded territories** or arising out of an event in any of the **excluded territories**.

Excluded territories means:

Afghanistan, Albania, Algeria, Angola, Anguilla, Antigua & Barbuda, Armenia, Aruba, Azerbaijan, Bangladesh, The Bahamas, Barbados, The Republic of Belarus, Belize, Benin, Bolivia, Botswana, British Virgin Islands, Burkina Faso, Burma (Myanmar), Burundi, Cambodia, Cameroon, Cape Verde, Caribbean Netherlands, Cayman Islands, Central African Republic, Chad, Comoros, The Democratic Republic of Congo, Republic of the Congo, Cuba, Curacao, Djibouti, Dominica, Dominican Republic, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Gaza Strip, Georgia, Ghana, Golan Heights, Grenada, Guadeloupe, Guinea, Guinea-Bissau, Guyana, Haiti, Iran, Iraq, Ivory Coast, Jamaica, Kazakhstan, Kenya, Kosovo, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Martinique, Mauritania, Mayotte, Moldova, Mongolia, Montenegro, Montserrat, Mozambique, Namibia, Nepal, Nicaragua, Niger, Nigeria, North Korea, Pakistan, Palestine, Papua New Guinea, La Reunion Island, The Russian Federation, Rwanda, Sao Tomé and Príncipe, Senegal, Serbia, Seychelles, Sierra Leone, Somalia, Sri Lanka, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin/St. Maarten, St. Vincent and the Grenadines, Republic of South Sudan, Sudan, Suriname, Swaziland, Syria, Tajikistan, Tanzania, Timor-Leste, Togo, Trinidad & Tobago, Tunisia, Turkmenistan, Turks & Caicos, Uganda, Ukraine (in accordance with the borders established as of the 1991 Declaration of Independence, including the Crimean peninsula and the Donetsk and Luhansk regions), Uzbekistan, Venezuela, West Bank, Western Sahara, Yemen, Zambia, and Zimbabwe.

If this endorsement is added to a Policy that also contains the "Coverage Territory Amendment Endorsement (Excluding Puerto Rico and United States Virgin Islands)", then Puerto Rico and United States Virgin Islands shall also be considered **excluded territories** as set forth above.

Regardless of: (1) any location on the Statement of Locations or Values (or otherwise stated), (2) any definition that may contain any location shown above, or (3) any change in sanction status, there shall be no coverage provided in any of the **excluded territories** or arising out of an event in any of the **excluded territories**.

The inclusion of one or more of the **excluded territories** in any other provision of this Policy does not provide coverage for such geographic area. Where there is any conflict between the terms of this endorsement and the terms of the Policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

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



Authorized Representative

ENDORSEMENT #017

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

WAR EXCLUSION ENDORSEMENT

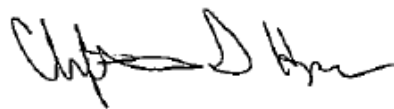
This endorsement modifies insurance provided by the Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with:

1. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:
 - a. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - b. By military, naval or air forces; or
 - c. By an agent of any such government, power, authority or force;
2. Any weapon employing atomic fission, fusion or radioactive force, or any weapon that disperses radioactive material or a directed-energy or electromagnetic weapon, whether in time of peace or war, whether or not its discharge was accidental; or
3. Insurrection, rebellion, revolution, civil war, usurped power, seizure, destruction or any action taken by governmental authority in hindering, combating or defending against any action set forth above;

Including any consequence of Subparagraphs 1., 2. or 3. above of this exclusion.

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



Authorized Representative

ENDORSEMENT #018

This endorsement, effective 12:01 AM, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

STANDARD PROPERTY CONDITIONS

This endorsement modifies insurance provided by the Policy:

FIRST NAMED INSURED

If this Policy insures more than one person or organization, the **First Named Insured** is authorized to act on behalf of all other Insureds with respect to such Insureds' rights, obligations, and duties under this Policy including, but not limited to, the giving and receiving of notices under this Policy. Payment of loss or return premium under this Policy to the **First Named Insured** shall satisfy the Company's obligations with respect to all Insureds under this Policy.

As used in this Policy, the **First Named Insured** means the Named Insured first shown in the Named Insured section of the Declarations.

CANCELLATION

This Policy can be canceled by the **First Named Insured** by providing the Company with an advance written request for cancellation stating when the cancellation shall be effective.

This Policy may be canceled by the Company by giving written notice to the **First Named Insured** stating when, not less than ninety (90) days thereafter (or ten (10) days thereafter for non-payment of premium) such cancellation shall be effective. If notice is mailed, proof of mailing will be sufficient proof of notice. Payment or tender of any unearned premium due to the **First Named Insured** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made in due course.

If the Company cancels, any refund due will be pro-rata. If the **First Named Insured** cancels, any earned premium due will be calculated in accordance with the customary short-rate table and procedure, subject to a Minimum Earned Premium.

GOVERNMENT ACTIVITY

In the event of an order or action of a governmental body or public authority: (1) to destroy insured property for the purpose of preventing the spread of fire or (2) to demolish and clear the undamaged portion of a damaged building caused by a peril insured under this Policy, subject to the terms and conditions of this Policy, the Company shall pay the covered loss or damage sustained by the Insured.

REQUIREMENTS IN CASE OF LOSS

In the case of loss or damage, the Insured shall:

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

4. Separate the damaged and undamaged personal property;
5. Maintain such property in the best possible order;
6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed;
7. Furnish all other documents or insurance policies that the Company may reasonably require;
8. Allow the Company to access and inspect any of the damaged or undamaged property;
9. Allow the Company to examine and audit the Insured's books and records at any reasonable time for the purpose of investigating or verifying any claim;
10. Cooperate with the Company in all aspects of any claim and provide the Company with any additional information that the Company requires; and
11. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim.

PROOF OF LOSS AND PAYMENT

Within sixty (60) days after the Company's request, the Insured shall provide the Company with a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

1. The time and origin of the loss;
2. The interest of the Insured and of all others in the property;
3. The value of each item thereof determined in accordance with the valuation provisions of this Policy and the amount of loss thereto and all encumbrances thereon;
4. All other contracts of insurance, whether collectible or not, covering any of said property; and
5. Any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss, whether or not it then stood on leased ground.

All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss sent to the Company at P.O. Box 25967, Shawnee Mission, Kansas, 66225.

ADJUSTMENT OF LOSSES

Loss or damage will be adjusted with the **First Named Insured** or as directed in writing by the **First Named Insured** and shall be payable as directed in writing by the **First Named Insured** subject to: mortgagee; lender; or similar interests; as their interests may appear as shown on the Certificates of Insurance or any endorsement attached to and forming a part of this Policy. The effective date of any interests will be the issue date of the Certificate of Insurance unless a later date is specified on the Certificate of Insurance.

Notwithstanding the foregoing, if the Company is prohibited from adjusting and making payment in accordance with the preceding paragraph, the Company will adjust and make payment to the **First Named Insured**.

QUOTA SHARE OR PARTICIPATION

If quota share or participation language is included in this Policy, then the participation percentage applies to the Company's payment of all loss or damage under this Policy. Therefore, this participation percentage applies to the limits of liability, sublimits of liability, the recoverable amount of the loss or damage and any limitation tied to the reported values. This participation percentage does not apply to the application of any deductible, waiting period or qualifying period.

APPRAISAL

If the Company and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In such event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the replacement cost and actual cash value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, it is without prejudice to the Company's rights under the terms and conditions of this Policy and the Company's right to deny the claim in whole or in part.

SERVICE OF SUIT

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Legal Department, *Lexington Insurance Company, 99 High Street FL 25, Boston, Massachusetts 02110* or his or her representative, and that in any suit instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

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

SALVAGE AND RECOVERY

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

SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same be commenced within 24 months immediately after the date of the loss, provided however, that if under the laws of the applicable jurisdiction such time limitation is unenforceable, then the period within which such action or proceeding must be commenced shall be the shortest period of time permitted by the laws of such jurisdiction.

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



Authorized Representative

ENDORSEMENT #019

This endorsement, effective **12:01 AM**, 07/01/2024

Forms a part of Policy No.: 061384442

Issued to: STATE OF WEST VIRGINIA

By: LEXINGTON INSURANCE COMPANY

ERRORS OR OMISSIONS IN PROGRAMMING EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with any error or omission in machine programming or instructions of **electronic data**, including, loss attributable to program design constraints, networking compatibility and original business software; all unless direct physical loss or damage not otherwise excluded by this Policy ensues, in which event, the Company shall cover only such ensuing loss or damage.

As used in this endorsement, **electronic data** means data, messages, information, coding, programs, instructions or software in a form suitable for communications, storage, or processing by electronic, electromechanical, electromagnetic data processing or electronically controlled production equipment.

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



Authorized Representative