

**Policy Number**  
**EXP7001464**

**DISCLOSURE NOTICE**  
**TERRORISM RISK INSURANCE ACT OF 2002 –**  
**(AS AMENDED)**  
**REJECTION OF OUR OFFER OF COVERAGE**

Named Insured STATE OF WEST VIRGINIA

Effective Date: 07/01/2024  
12:01 A.M., Standard Time

Agent Name R-T SPECIALITY LLC

Agent No. 0099440

You have rejected our offer of coverage for certified acts of terrorism, as defined in and certified under the Terrorism Risk Insurance Act of 2002, as amended. Therefore, this policy does not provide such coverage. This policy contains one or more exclusions that apply to certified acts of terrorism.

If you were not made aware of our offer of coverage for certified acts of terrorism, or believe that this notice was included in this policy in error, please notify your agent or broker immediately.

## PRIVACY POLICY AND PRACTICES

### **THIS NOTICE DESCRIBES HOW MITSUI SUMITOMO MARINE MANAGEMENT (U.S.A.), INC. (MSMM) HANDLES CERTAIN PERSONAL INFORMATION OF ITS INDIVIDUAL CUSTOMERS.**

MSMM is dedicated to serving the insurance needs of our customers. To continue to provide innovative products and services that respond to your insurance needs, MSMM collects certain personal information about you, which is described below in **The Personal Information We Collect**. At MSMM, we respect the privacy of our customers. MSMM's personal information handling practices are regulated by law, and this Privacy Policy describes those practices.

#### **MSMM's Privacy Policy**

**The Personal Information We Collect.** MSMM collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through your agent, broker or automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, and amount of coverage requested).
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports), subject to the requirements of the U.S. *Fair Credit Reporting Act*, as amended (if applicable).
- Information from other non-MSMM sources (such as prior loss information and demographic information).
- Information from visitors to our websites (such as that provided through online forms and online information collecting devices known as "cookies"). MSMM does not use "cookies" to retrieve information from a visitor's computer that was not originally sent in a "cookie".
- Information from an employer, benefit plan sponsor, benefit plan administrator or master policyholder for any MSMM individual or group insurance product that you may have (such as name, address and amount of coverage requested).

**"Opt Out" Option.** MSMM does not have an opt out option because we provide our customers this notice as required by law and we prohibit any third party from disclosing or using personal information other than to carry out the purposes for which we shared the personal information. Therefore, no action is required by you.

**The Personal Information We Share.** MSMM may disclose the personal information we collect to service, process, or administer business operations such as underwriting and claims, and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

**Sharing Personal Information With Others.** MSMM may disclose the personal information we collect to affiliated and non-affiliated parties for processing and servicing transactions, such as reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators, businesses that conduct actuarial research and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators or master policyholders. For example, MSMM may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. MSMM may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information in response to a subpoena, to detect or prevent fraud, or to comply with an inquiry or requirement of a government agency or regulator.

**Sharing Personal Information With Service Providers or for Joint Marketing.** MSMM may disclose the personal information we collect to agents and brokers so that they can market financial products and services and to service providers who perform functions for us. Any such disclosure is required to be subject to an agreement with us that includes

a confidentiality provision. We do not disclose personal information to other financial institutions with which we may have joint marketing arrangements; however, we reserve the right to do so in the future, subject to the other financial institution entering into an arrangement with us that includes a confidentiality provision.

**Confidentiality and Security of Personal Information.** Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of MSMM and its affiliates, and non-employees performing business functions for MSMM, are under obligations to safeguard such information. MSMM maintains physical, electronic, and procedural safeguards to guard your personal information. However, the privacy of communication over the Internet cannot be guaranteed because the Internet is not a secure medium. MSMM does not assume any responsibility for any harm, loss or damage you may experience or incur by the sending of personal or confidential information over the Internet by or to MSMM. If you are concerned about personal or confidential information that you transmit to us, you may prefer to contact us by postal mail or telephone rather than e-mail, and you may request that we do the same.

**Personal Health Information.** Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim purposes. MSMM does not disclose your personal health information to others for the purpose of marketing to you unless we have your express consent.

**Personal Information of Former Customers.** MSMM's personal information Privacy Policy also applies to former customers.

**Changes in Privacy Policy.** MSMM may choose to modify this Privacy Policy at any time. We will notify customers of any modifications at least annually.

**Definitions.**

"MSMM" or "Mitsui Sumitomo Marine Management (U.S.A.), Inc." means the following companies on whose behalf this notice is given:

MSIG Holdings (Americas), Inc.  
Mitsui Sumitomo Marine Management (U.S.A.), Inc.  
Mitsui Sumitomo Insurance Company of America  
Mitsui Sumitomo Insurance USA Inc.  
MSIG Specialty Insurance USA Inc.

"Customer" and "you" mean any individual who obtains or has obtained a financial product or service from MSMM that is to be used primarily for personal, family or household purposes. This notice applies to customers only.

"Personal Information" means non-public personal information, which is defined by law as personally identifiable financial information provided by you to MSMM, resulting from a transaction with or any service performed for you by MSMM, or otherwise obtained by MSMM. Personal information does not include publicly available information as defined by applicable law.

Any questions or concerns about our Privacy Policy should be addressed to:

**Mitsui Sumitomo Marine Management (U.S.A.), Inc.  
Attention: Privacy Officer  
15 Independence Blvd., P.O. Box 4602  
Warren, NJ 07059-0602**

**To report a new loss, use one of the following options:**

<b>Internet</b>		<p><b><a href="http://www.interactclaims.com">www.interactclaims.com</a></b></p> <p><b>*REGISTRATION REQUIRED – <a href="#">CLICK HERE TO REGISTER</a></b></p>
<b>Telephone</b> 24 hours/day 365 days/year		<p><b>866-MSMMUSA</b> (866-676-6872)</p> <p><b>*Interpreter Services available as needed or upon request</b></p>
<b>Fax</b>		<p><b>866-FAXMSMM</b> (866-329-6766)</p>
<b>E-Mail</b>		<p><b><a href="mailto:NEWLOSS@MSIGUSA.COM">NEWLOSS@MSIGUSA.COM</a></b></p>
<b>Auto Mobile Reporting</b>		<p><a href="https://www.interactclaims.com/MSMM/newclaim.jsp">https://www.interactclaims.com/MSMM/newclaim.jsp</a></p> 

***Please contact our Customer Service Department for additional assistance or questions regarding previously reported claims - 866-MSMMCSC(866-676-6272).***

Policy Number  
**EXP7001464**

**COMMON POLICY DECLARATIONS**

Insurance is afforded by the company indicated below:

<input checked="" type="checkbox"/>	<b>MITSUI SUMITOMO INSURANCE COMPANY OF AMERICA</b>
<input type="checkbox"/>	<b>MITSUI SUMITOMO INSURANCE USA INC.</b>
<input type="checkbox"/>	

(each of the above being a capital stock corporation)

**Item 1. Named Insured and Mailing Address**

STATE OF WEST VIRGINIA  
1124 SMITH STREET  
SUITE 4300  
CHARLESTON WV 25301

**Agent Name and Address**

R-T SPECIALITY LLC  
2100 WEST END AVENUE  
SUITE 620  
NASHVILLE TN 37203

Agent No. 0099440

**Item 2. Policy Period** From: 07-01-2024 To: 07-01-2025

at 12:01 A.M., Standard Time at your mailing address shown above.

**Item 3. Business Description:** BUSINESS ASSOCIATIONS

Form of Business: MUNICIPALITY

**Item 4.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial Property Coverage Part	NOT COVERED
Commercial General Liability Coverage Part	NOT COVERED
Commercial Crime and Fidelity Coverage Part	NOT COVERED
Commercial Inland Marine Coverage Part	NOT COVERED
Commercial Auto (Business or Truckers) Coverage Part	NOT COVERED
Commercial Garage Coverage Part	NOT COVERED
Commercial Output Coverage Part (AAIS)	NOT COVERED
COMMERCIAL EXCESS PROPERTY	\$ 75,000.00
TAX, SURCHARGE OR FEE	\$
<b>Total Policy Premium</b>	<b>\$ 75,000.00</b>

**Item 5. Forms and Endorsements**

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

**See Schedule of Forms and Endorsements**

Countersigned:

Date: \_\_\_\_\_ By: \_\_\_\_\_

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number EXP7001464

## COMPANY SIGNATURE PAGE

**mitsui sumitomo insurance company of america**  
(A New York Stock Company)

**mitsui sumitomo insurance usa inc.**  
(A New York Stock Company)

**Home Office:** 1251 Avenue of the Americas  
Suite 810  
New York, New York 10020-1104  
(212) 446-3600

**Administrative Offices:** 15 Independence Boulevard  
Warren, New Jersey 07059  
(800) 388-1802

Policyholders may use the telephone numbers shown above for any purpose.

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**IN WITNESS WHEREOF**, the Company has caused this policy to be executed and attested. Except where prohibited by law or regulation, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



**Takehisa Chiba**  
President



**Stephen P. Tasy**  
Secretary

mitsui sumitomo insurance company of america  
mitsui sumitomo insurance usa inc.

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**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured STATE OF WEST VIRGINIA

Effective Date: 07-01-24

12:01 A.M., Standard Time

Producer Name R-T SPECIALITY LLC

Producer No. 0099440

**COMMON POLICY FORMS AND ENDORSEMENTS**

MS 0612	01-15	DISC NOTIC TRIA 2002 AS AMEND REJ OF COV
MS 0001	09-13	COMMON POLICY DECLARATIONS
MS 0002	11-23	COMPANY SIGNATURE PAGE
MS 0101	01-16	SCHEDULE OF FORMS AND ENDORSEMENTS
MAN-CO	01-02	GENERAL ENDORSEMENT
MAN-CO	01-02	MINIMUM EARNED PREMIUM
MAN-CO	01-02	OCCURRENCE LIMIT OF LIABILITY
MS 5509	02-16	EXCLUSION-FOREIGN TERRORISM
IL 09 53	01-15	EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES
MS 0810	01-16	CONFORMANCE WITH LAW/SEVERABILITY

**COMMERCIAL EXCESS PROPERTY FORMS AND ENDORSEMENTS**

MS 73522	04-15	AMENDATORY ENDORSEMENT WEST VIRGINIA
LMA3100	07-22	SANCTION LIMITATION AND EXCLUSION CLAUSE
LMA5400	11-19	PROPERTY CYBER AND DATA ENDORSEMENT
MM 7301	07-24	MANUSCRIPT INSURANCE POLICY FORM
MS5533	04-20	VIRUS & BACTERIA EXCLUSION (MANUSCRIPT P

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**MANUSCRIPT ENDORSEMENT**

**mitsui sumitomo insurance company of america**

Named Insured     STATE OF WEST VIRGINIA

Effective Date: 07-01-2024  
12:01 A.M., Standard Time

Agent Name         R-T SPECIALITY LLC

Agent No. 0099440

GENERAL ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING SHALL BE  
AMENDED TO THE POLICY:

\* PREMIUM TO BE PAID IN FULL WITHIN 30 DAYS OF INCEPTION.

\* THE FOLLOWING EXTENSIONS OF COVERAGE ARE EXCLUDED IN OUR LAYER:  
MISCELLANEOUS UNNAMED LOCATIONS, NEWLY ACQUIRED LOCATIONS, ERRORS &  
OMISSIONS, COURSE OF CONSTRUCTION/SOFT COSTS, CONTINGENT BUSINESS  
INTERRUPTION, VIRUS OR BACTERIA, CYBER OR COMPUTER VIRUS, AUTOMATIC  
COVERAGE, COMPUTER SYSTEMS NON-PHYSICAL DAMAGE

\* DEMOLITION & ICC - "SUCH ORDINANCE WAS IN FORCE AT TIME OF LOSS"  
WORDING MUST BE INCLUDED.

\* THE PERILS/COVERAGES OF EARTHQUAKE, EARTH MOVEMENT, FLOOD,  
EQUIPMENT BREAKDOWN, AND CONTINGENT TIME ELEMENT ARE EXCLUDED IN THE  
COVERAGE LAYER. WE RECOGNIZE THAT THESE PERILS/COVERAGES CAN ERODE  
THE UNDERLYING LIMIT, BUT UNDER NO CIRCUMSTANCES WILL THIS POLICY  
RESPOND TO A LOSS RESULTING FROM THESE PERILS/COVERAGES.

\* WITH RESPECT TO PROPERTY DAMAGE AND TIME ELEMENT COVERAGE, THE  
MAXIMUM LOSS PAYABLE IS 100% OF THE PROPERTY DAMAGE AND TIME ELEMENT  
VALUES SHOWN IN THE LATEST STATEMENT OF VALUES REPORTED TO THE  
COMPANY FOR EACH LOCATION INSURED.

\* ISSUED UNDERLYING PRIMARY POLICY MUST BE SUBMITTED WITHIN 30 DAYS  
OF BINDING.

\* MSIG NEEDS TO MODEL AND UNDERWRITE ANY NEW LOCATIONS IN TIER 1 WIND  
COUNTIES OR LOCATIONS PIERCING OUR ATTACHMENT, PRIOR TO THEM BEING  
ADDED TO THE POLICY.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



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**mitsui sumitomo insurance company of america**

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Agent Name         R-T SPECIALITY LLC

Agent No. 0099440

**MINIMUM EARNED PREMIUM**

THE MINIMUM EARNED PREMIUM FOR THE 12 MONTH POLICY TERM IS 35% OF THE COMPANY'S ANNUAL PREMIUM OUTLINED IN THE DECLARATIONS PAGE.

SHOULD YOU CHOOSE TO CANCEL YOUR POLICY BEFORE THE TERM PERIOD IS OVER, THE COMPANY MAY REFUND A PORTION OF THE MONEY IF THE TOTAL YOU'VE PAID IS ABOVE THE MINIMUM EARNED PREMIUM AMOUNT, OR MAY NOT REFUND ANY IF THE MINIMUM PREMIUM AMOUNT HAS NOT YET BEEN REACHED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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**MANUSCRIPT ENDORSEMENT**

**mitsui sumitomo insurance company of america**

Named Insured     STATE OF WEST VIRGINIA

Effective Date: 07-01-2024

12:01 A.M., Standard Time

Agent Name         R-T SPECIALITY LLC

Agent No. 0099440

OCCURRENCE LIMIT OF LIABILITY

IT IS AGREED THAT THE FOLLOWING SPECIAL TERMS AND CONDITIONS APPLY TO THIS POLICY:

1. THE LIMIT OF LIABILITY OR AMOUNT OF INSURANCE SHOWN ON THE FACE OF THIS POLICY, OR ENDORSED ON 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.

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 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 ONE EVENT SHALL BE CONSTRUED 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 MAY NOT BE EARLIER THAN THE TIME WHEN THE FIRST LOSS TO COVERED PROPERTY OCCURS.

2. THE PREMIUM FOR THIS POLICY IS BASED UPON THE STATEMENT OF VALUES PROVIDED TO THE INSURER(S) BY OR ON BEHALF OF THE INSURED AND KEPT ON FILE BY THE INSURER(S). IN THE EVENT OF LOSS UNDER THE POLICY, THE LIABILITY OF THE INSURER(S) SHALL BE LIMITED TO THE LEAST OF THE FOLLOWING:

A.) THE ACTUAL ADJUSTED AMOUNT OF LOSS, LESS APPLICABLE DEDUCTIBLE (S);

B.) AS RESPECTS EACH LOCATION INSURED BY THIS POLICY, ONE HUNDRED(100%) PERCENT OF THE TOTAL COMBINED STATED VALUES FOR ALL CATEGORIES OF COVERED PROPERTY (E.G. BUILDING, CONTENTS) AND OTHER COVERED EXPOSURES (E.G., BUSINESS INCOME, EXTRA EXPENSE, RENTAL LOSS) SHOWN FOR THAT LOCATION ON THE LATEST STATEMENT OF VALUES OR OTHER DOCUMENTATION ON FILE WITH THE INSURER.

SEE NEXT PAGE

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**MANUSCRIPT ENDORSEMENT**

**mitsui sumitomo insurance company of america**

Named Insured     STATE OF WEST VIRGINIA

Effective Date: 07-01-2024  
12:01 A.M., Standard Time

Agent Name         R-T SPECIALITY LLC

Agent No. 0099440

OCCURRENCE LIMIT OF LIABILITY

(CONTINUED...)

C.) ANY OTHER LIMIT OF LIABILITY OR SUBLIMIT OF INSURANCE OR AMOUNT  
OF INSURANCE SPECIFICALLY STATED IN THIS POLICY TO APPLY TO ANY  
PARTICULAR INSURED LOSS OR COVERAGE OR LOCATION.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

<b>State(s)</b>	<b>Coverage Form, Coverage Part Or Policy</b>
ANY STATE(S) LISTED ON THIS	FIRE FOLLOWING LOSSES ONLY
POLICY OR ON FILE WITH THE	
COMPANY WHERE FIRE FOLLOWING IS	
APPLICABLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## **CONFORMANCE WITH LAW/SEVERABILITY**

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

It is agreed that the Policy is amended as follows:

The following Clause is added:

### **Conformance With Law/Severability**

- a.** Any terms or conditions of the Policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Policy is delivered are amended to conform to such statutes, laws or regulations.
- b.** If any provision of the Policy is invalid or unenforceable under any applicable statute, regulation or rule of law, then it will be enforced to the extent permissible and the enforceability of the other provisions of the Policy will not be affected.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – FOREIGN TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM  
COMMERCIAL OUTPUT PROGRAM

**A.** The following exclusion is added:

### **FOREIGN TERRORISM**

**We will not pay for loss or damage caused directly or indirectly by “foreign terrorism”, including action in hindering or defending against an actual or expected incident of “foreign terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.**

**B.** The following definition is added:

“Foreign terrorism” means activities against persons, organizations or property of any nature committed outside of the United States of America and not subject to the Terrorism Risk Insurance Act of 2002, as amended:

**1.** That involve the following or preparation for the following:

- a.** Use or threat of force or violence; or
- b.** Commission or threat of a dangerous act; or
- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**2.** When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT WEST VIRGINIA**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS PROPERTY INSURANCE POLICY**

Provision **6. NOTICE OF OCCURRENCE AND PROOF OF LOSS** is deleted and replaced by the following:

#### **6. NOTICE OF OCCURRENCE AND PROOF OF LOSS**

Upon knowledge or discovery by the insured or any owner, partner or officer of the insured of a loss or an occurrence, which might result in a claim under this policy, the insured shall give immediate written notice to the Company. Within four months after such discovery the insured shall furnish to the Company proof of loss with full particulars.

All other terms and conditions remain unchanged.



#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

15/09/10

LMA3100

### **PROPERTY CYBER AND DATA ENDORSEMENT**

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

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

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, unless subject to the provisions of paragraph 3;

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

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

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

## **Definitions**

6. 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.

7. 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.

8. Cyber Incident means:

8.1 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

8.2 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.

9. Computer System means:

9.1 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.

10. 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.

11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

## THE SCHEDULE

**Policy Number:** EXP7001464

**Insuring Company** Mitsui Sumitomo Insurance Company of America

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: \$75,000
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

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\$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):

<u>COVERAGE LAYER</u>	<u>TOTAL LIMIT OF LIABILITY FOR ALL UNDERLYING EXCESS INSURERS</u>	<u>INSURER POLICY NO.</u>	<u>CARRIER</u>
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

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**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).

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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.

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**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.



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This endorsement changes  
the policy  
-- PLEASE READ THIS CAREFULLY --

## **VIRUS OR BACTERIA EXCLUSION**

### **PERILS EXCLUDED**

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The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

The following exclusion is added under Perils Excluded:

#### **Virus or Bacteria --**

We do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

### **OTHER CONDITIONS**

#### **Other Terms Remain in Effect --**

The terms of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.