

Po Box 853925  
Richardson, TX 75085-3925

**Named Insured**

AT2 005905 M-23-0814-FA2D F V  
3125  
BENEDICT HILLS ESTATES  
ASSOCIATION  
ATTN HANDLE WITH CLAIRE  
640 S SAN VICENTE BLVD STE 474  
LOS ANGELES CA 90048-4661



<b>Policy Number</b>	<b>92-E8-V773-5</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	FEB 28 2019	FEB 28 2020
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Agent and Mailing Address**

TOM NUNEZ INSURANCE AGENCY INC  
690 S BREA BLVD  
BREA CA 92821-5307

PHONE: (714) 256-0111

0109-ST-1-1001

**Residential Community Association Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 1,524.00

Discounts Applied:  
Claim Record

Prepared  
DEC 17 2018  
CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

Residential Community Association Policy for BENEDICT HILLS ESTATES  
 Policy Number 92-E8-V773-5

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	2825 DEEP CANYON DR BEVERLY HILLS CA 90210-1007	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	WALKWAYS	\$ 8,200	See Prop Sch
001B	Driveway, sidewalk, etc.	\$ 25,600	See Prop Sch
001C	Driveway, sidewalk, etc.	\$ 6,200	See Prop Sch
001D	Fence, walls, etc.	\$ 11,300	See Prop Sch

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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**SECTION I - INFLATION COVERAGE INDEX(ES)**

Inflation Coverage Index: 199.5

**RENEWAL DECLARATIONS (CONTINUED)**

Residential Community Association Policy for BENEDICT HILLS ESTATES  
 Policy Number 92-E8-V773-5

**SECTION I - DEDUCTIBLES**

<b>Basic Deductible</b>	\$2,500		
<b>Special Deductibles:</b>			
Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$2,500		

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for BENEDICT HILLS ESTATES**  
**Policy Number 92-E8-V773-5**

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$50,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

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**RENEWAL DECLARATIONS (CONTINUED)**

Residential Community Association Policy for BENEDICT HILLS ESTATES  
 Policy Number 92-E8-V773-5

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$25,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$10,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$2,000,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for BENEDICT HILLS ESTATES**  
**Policy Number 92-E8-V773-5**

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

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CMP-4101	Businessowners Coverage Form
CMP-4705.2	*Loss of Income & Extra Expense
CMP-4260	*Amendatory Endorsement
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4696	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4508	Money and Securities
CMP-4814	Directors & Officers Liability
CMP-4710	Employee Dishonesty
FD-6007	Inland Marine Attach Dec
	* New Form Attached

DEC 17 2018

This policy is issued by the State Farm General Insurance Company.

## Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
 Secretary

  
 President

**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for BENEDICT HILLS ESTATES**  
**Policy Number 92-E8-V773-5**

**IMPORTANT NOTICE:**

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service  
 PO Box 2320  
 Bloomington IL 61702  
 Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance  
 Consumer Services Division  
 300 South Spring Street  
 Los Angeles, CA 90013  
 Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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 DEC 17 2018  
 CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for BENEDICT HILLS ESTATES**  
**Policy Number 92-E8-V773-5**

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm<sup>®</sup> does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

DEC 17 2018



Po Box 853925  
Richardson, TX 75085-3925

## INLAND MARINE ATTACHING DECLARATIONS

<b>Policy Number</b>	<b>92-E8-V773-5</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	FEB 28 2019	FEB 28 2020
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-23-0814-FA2D F V

### Named Insured



BENEDICT HILLS ESTATES  
ASSOCIATION  
ATTN HANDLE WITH CLAIRE  
640 S SAN VICENTE BLVD STE 474  
LOS ANGELES CA 90048-4661

0509-ST-1-1001

## ATTACHING INLAND MARINE

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

### Forms, Options, and Endorsements

FE-8739                      Inland Marine Conditions  
FE-6271                      Amendatory Endorsement  
FE-8745                      Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

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DEC 17 2018  
FD-6007

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## ATTACHING INLAND MARINE SCHEDULE PAGE

## ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8745	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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FD-6007

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE**



This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.

#### **COVERAGES**

##### **1. Loss Of Income**

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
  - (a) Services; or
  - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

##### **2. Extra Expense**

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
  - (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
    - (a) Services; or
    - (b) Is used to gain access to; the described premises.
- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

##### **3. Extended Loss Of Income**

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:
- (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and

**(2)** Ends on the earlier of:

- (a)** The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or
- (b)** 60 consecutive days after the date determined in Paragraph **a.(1)** above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b.** "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

**4. Civil Authority**

- a.** When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
  - (1)** Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - (2)** The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b.** Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

- c.** Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1)** Four consecutive weeks after the date of that action; or
- (2)** When your Civil Authority coverage for "Loss Of Income" ends;

whichever is later.

**EXTENSIONS OF COVERAGE****1. Newly Acquired Property**

- a.** You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as described in Paragraph **12.** of **SECTION I — EXTENSIONS OF COVERAGE** of your policy.
- b.** The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

**2. Interruption Of Web Site Operations**

- a.** You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

**(1) Coverage Time Period**

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

**(2) Conditions**

- (a)** This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.
- (b)** Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site

Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the **Inland Marine Computer Property Form**.

- b. The most we will pay in any one occurrence under this coverage is \$10,000.

### 3. Off Premises – Loss Of Income

- a. You may extend the insurance provided by this endorsement to apply to the necessary “suspension” of your business. The “suspension” must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- b. The most we will pay in any one occurrence under this coverage is \$20,000.

### EXCLUSIONS

We will not pay for:

1. Any “Extra Expense”, or increase of “Loss Of Income”, caused by:
  - a. Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or
  - b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the “suspension” of your “operations”, we will cover such loss that affects your “Loss Of Income” during the “period of restoration”.
2. Any other consequential loss.

### CONDITION

#### Resumption Of Operations

We will reduce the amount of your:

1. “Loss Of Income”, other than “Extra Expense”, to the extent you can resume your “operations”, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
2. “Extra Expense” loss to the extent you can return “operations” to normal and discontinue such “Extra Expense”.

### DEDUCTIBLE

No deductible applies to the coverage provisions provided in this “Loss Of Income” endorsement.

However, for any loss covered under Paragraph **22.b.(4)** of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this “Loss Of Income”.

### DEFINITIONS

1. “Extra Expense” means expense incurred:
  - a. To avoid or minimize the “suspension” of business and to continue “operations”:
    - (1) At the described premises; or
    - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations;
  - b. To minimize the “suspension” of business if you cannot continue “operations”; or
  - c. To:
    - (1) Repair or replace any property; or
    - (2) Research, replace or restore the lost information on damaged “valuable papers and records”

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or “Loss Of Income” coverage.

2. “Loss Of Income” means the sum of the amounts as described in **a.** and **b.** below:
  - a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:
    - (1) “Rental value”;



- (2) "Maintenance fees", if you are a condominium association or other similar community association;
- (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
- (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.
- Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.
- b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".
3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
4. "Operations" means your business activities occurring at the described premises.
5. "Ordinary payroll expenses":
- a. Mean payroll expenses for all your employees except:
- (1) Officers;
  - (2) Executives;
  - (3) Department Managers; and
  - (4) Employees under contract.
- b. Include:
- (1) Payroll;
  - (2) Employee benefits, if directly related to payroll;
  - (3) FICA payments you pay;
  - (4) Union dues you pay; and
  - (5) Workers' compensation premiums.
6. "Period of restoration":
- a. Means the period of time that:
- (1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and
  - (2) Ends on the earlier of:
    - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (b) The date when business is resumed at a new permanent location.
- b. Does not include any increased period required due to the enforcement of any ordinance or law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
  - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- The expiration date of this policy will not cut short the "period of restoration".
7. "Rental value" means:
- a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
  - b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. The fair rental value of any portion of the described premises which is occupied by you.
8. "Suspension" means:
- a. The partial slowdown or complete cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.
- All other policy provisions apply.

# IMPORTANT NOTICE

Effective with this policy term, **CMP-4260 AMENDATORY ENDORSEMENT (California)** is added to your policy.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## OTHER CHANGES

### • SECTION I AND SECTION II — COMMON POLICY CONDITIONS

- **Our Rights Regarding Claim Information:** We have added a provision stating that we will not be restricted or prohibited from obtaining, using, or retaining records as part of the claim process. The records will be obtained, used, and retained in accordance with applicable laws and regulations consistent with our business functions.
- **Electronic Delivery:** We have added a provision permitting electronic delivery of documents and notices with the consent of the insured.

### • SECTION II — MEDICAL EXPENSES, Coverage M – Medical Expenses: Paragraph 1.d.(2) is revised to state that we will pay medical expenses when the injured person or, when appropriate, someone acting on behalf of that person executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim. Such authorizations must not:

- Restrict us from performing our business functions in obtaining records, bills, information, and data or in using or retaining records, bills, information, and data collected or received by us;
- Require us to violate federal or state laws or regulations;
- Prevent us from fulfilling our data reporting and retention obligations to insurance regulators; or
- Prevent us from disclosing claim information and data to enable performance of our business functions, meet our reporting obligations to insurance regulators and data consolidators, and as otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request, the person making claim or his or her legal representative must obtain the information and promptly provide it to us.

Endorsement **CMP-4260** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

## **CMP-4260 AMENDATORY ENDORSEMENT (California)**

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This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### 1. SECTION I — EXCLUSIONS is amended as follows:

- a. Paragraph 2.f. **Dishonesty** is replaced by the following:

#### f. **Dishonesty**

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their



partners, “members”, officers, “managers”, employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or

- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and “valuable papers and records”, this exclusion does not apply to carriers for hire.

- b. Under Paragraph i. **Fungi, Virus Or Bacteria**, the reference to **23. Fungi, Wet Or Dry Rot** is changed to **24. Fungi, Wet Or Dry Rot**.
2. Paragraph **24. d. under Fungi, Wet Or Dry Rot And Bacteria** of **SECTION I — EXTENSIONS OF COVERAGE** does not apply.
3. **SECTION II — LIABILITY** is amended as follows:
- a. When used in this policy, the words “his or her” are replaced with “that person’s”.
- b. **Section II – Exclusions** is amended as follows:
- (1) Paragraphs **17.b.** and **17.c.** under **Personal And Advertising Injury** are replaced by the following:
- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;
- c. Under **SECTION II — MEDICAL EXPENSES**, Paragraph **1.d.(2)** under **Coverage M – Medical Expenses** is replaced by the following:

- (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
- i. Obtaining records, bills, information, and data; or
- ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;
- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- (d) Prevent us from disclosing claim information and data:
- i. To enable performance of our business functions;
- ii. To meet our reporting obligations to insurance regulators;
- iii. To meet our reporting obligations to insurance data consolidators; and
- iv. As otherwise permitted by law.
- If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

4. The following are added to **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

#### **Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:





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- (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
- (2) Using any of the items described in Paragraph **b.(1)** above; or
- (3) Retaining:
  - (a) Any of the items in Paragraph **b.(1)** above; or
  - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
  - (1) To enable performance of our business functions;
  - (2) To meet our reporting obligations to insurance regulators;
  - (3) To meet our reporting obligations to insurance data consolidators;
  - (4) To meet other obligations required by law; and
  - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

**Electronic Delivery**

With your consent, we may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

All other policy provisions apply.

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

## **FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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