



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915  
Bloomington IL 61702-2915

**Named Insured**

000031 3123  
FLORENCE OVERLOOK  
HOMEOWNERS ASSOC  
C/O SENTRY MANAGEMENT INC  
7619 LITTLE RIVER TPKE STE 210  
ANNANDALE VA 22003-2632

M-07-9B65-FB79 F V



ST-1  
0112-1001

**DECLARATIONS**

<b>Policy Number</b>	96-CB-9845-8	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 14 2023	SEP 14 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

RECEIVED  
JUL 31 2023  
DIVN 065

**Agent and Mailing Address**  
STEVE SANDOVAL  
13135 LEE J MEML HWY STE 104  
FAIRFAX VA 22033-1907  
PHONE: (703) 263-9222

**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: HOMEOWNERS ASSOCIATION

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

POLICY PREMIUM \$ 750.00

Discounts Applied:  
Renewal Year  
Claim Record

Prepared  
JUL 17 2023  
CMP-4000

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## DECLARATIONS (CONTINUED)

Residential Community Association Policy for FLORENCE OVERLOOK  
 Policy Number 96-CB-9845-8

**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	FLORENCE LN & STEGEN DR ALEXANDRIA VA 22312	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	ENTRANCE FEATURE	\$ 29,100	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.

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

Inflation Coverage Index: 257.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$500

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**DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for FLORENCE OVERLOOK**  
**Policy Number 96-CB-9845-8**

**Special Deductibles:**



Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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**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.

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

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## DECLARATIONS (CONTINUED)

Residential Community Association Policy for FLORENCE OVERLOOK  
 Policy Number 96-CB-9845-8

**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	\$5,000
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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**DECLARATIONS (CONTINUED)**
**Residential Community Association Policy for FLORENCE OVERLOOK**  
**Policy Number 96-CB-9845-8**

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


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

COVERAGE	LIMIT OF INSURANCE
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**


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COVERAGE	LIMIT OF INSURANCE
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	\$1,000,000
	<b>LIMIT OF INSURANCE</b>
<b>AGGREGATE LIMITS</b>	
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

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.

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**DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for FLORENCE OVERLOOK**  
**Policy Number 96-CB-9845-8**

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-4100	Businessowners Coverage Form
CMP-4561.4	*Policy Endorsement
CMP-4246.3	*Amendatory Endorsement
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4872	Directors & Officers Liability
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4648	Fire Department Service Charge
CMP-4543	AI Design Person Org
FD-6007	Inland Marine Attach Dec
	* New Form Attached

**SCHEDULE OF ADDITIONAL INTERESTS**

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**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4543  
**Loan Number:** N/A

SENTRY MANAGEMENT INC  
 7619 LITTLE RIVER TPKE STE 210  
 ANNANDALE VA 220032632

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FLORENCE OVERLOOK  
Policy Number 96-CB-9845-8



This policy is issued by the State Farm Fire and Casualty 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 Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Lipson*  
President

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STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915  
Bloomington IL 61702-2915

**Named Insured**

M-07-9B65-FB79 F V

FLORENCE OVERLOOK  
HOMEOWNERS ASSOC  
C/O SENTRY MANAGEMENT INC  
7619 LITTLE RIVER TPKE STE 210  
ANNANDALE VA 22003-2632



**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	<b>96-CB-9845-8</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 14 2023	SEP 14 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

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JUL 31 2023

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**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-8743.1 Inland Marine Computer Prop  
FE-8742.2 Amendatory Endorsement

See Reverse for Schedule Page with Limits

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JUL 17 2023  
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-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 \$ 10,000	\$ 500	Included 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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**IMPORTANT NOTICE****Regarding Changes to Your Policy**

**CMP-4561.4 POLICY ENDORSEMENT** is added to your State Farm® policy and replaces **CMP-4561.1 POLICY ENDORSEMENT**.

The following changes to your policy are effective with this policy term:

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
  - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
  - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

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***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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**POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

**2. Paragraph 2.f. Dishonesty** under **SECTION I – EXCLUSIONS** 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.

**3. SECTION I — EXTENSIONS OF COVERAGE** is amended as follows:

- a. Paragraph 4.a.(1) under **Collapse** is replaced by the following:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;

- b. Paragraph 5. is replaced by the following:

**5. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific

point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

- c. Paragraph 13. is replaced by the following:

**13. Personal Property Off Premises**

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

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.

The Other Insurance Condition contained in SECTION I AND SECTION II — COMMON POLICY CONDITIONS does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B – Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

**Business Personal Property In Portable Storage Units**

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

4. SECTION II — LIABILITY is amended as follows:

- a. Section II – Exclusions is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;

- (2) The operation of any of the following machinery or equipment:

- (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

- (3) The operation of your business from a land vehicle:

- (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

- (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

- (3) 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;

- (4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (5) Paragraphs 18. **Electronic Data** and 19. **Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

**18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or

any other type of nonpublic information; or

- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

**19. Recording and Distribution of Material**

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate



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claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

- b. Paragraph 1.d.(2) under **Coverage M – Medical Expenses** of **SECTION II – 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

- c. **SECTION II – WHO IS AN INSURED** is amended as follows:

- (1) Paragraph 1.c. does not apply.
- (2) Paragraphs 2.b.(1) and (4) are replaced by the following:
  - (1) "Employees" with respect to "bodily injury" to:
    - (a) Any co-"employee" arising out of and in the course of the co-"employee's" em-

ployment or while performing duties related to the conduct of your business; or

- (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;

- (4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

- d. Paragraph 2.b. under **Financial Responsibility Laws** of **SECTION II – GENERAL CONDITIONS** does not apply.

- e. **SECTION II – DEFINITIONS** is amended as follows:

- (1) Paragraph 2. is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- (2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

5. The following is 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:

- (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.

All other policy provisions apply.

CMP-4561.4

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(CONTINUED)

**IMPORTANT NOTICE****Regarding Changes to Your Policy**

**CMP-4246.3 AMENDATORY ENDORSEMENT (Virginia)** is added to your State Farm® policy and replaces **CMP-4246.2 AMENDATORY ENDORSEMENT (Virginia)**.

Editorial changes have been made to the following provisions:

- **SECTION I – CONDITIONS, Mortgageholders**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, Cancellation**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, When We Do Not Renew**

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

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*DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT (Virginia)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****A. SECTION I is amended as follows:**

1. Paragraph 1.b. of **SECTION I – CONDITIONS** is replaced by the following:

**b. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. If you make a written demand for an appraisal of the loss, each party will:

- (1) Pay its own appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

2. Paragraph 1.c.(1)(a) under **Duties In The Event Of Loss** of **SECTION I – CONDITIONS** does not apply.
3. Paragraph 1.e.(4)(a)ii. under **Loss Payment** of **SECTION I – CONDITIONS** is replaced by the following:
  - ii. You may make an initial claim for loss covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss settled on an actual cash value basis, you may still make



a claim on a replacement cost basis if you notify us of your intent to do so within six months of the later of the following dates:

- 1) The last date on which you received a payment for actual cash value; or
  - 2) The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.
4. Paragraphs 2.b.(6) and 2.b.(7) under **Mortgageholders of SECTION I – CONDITIONS** are replaced by the following:
- (6) If we cancel this policy, we will provide notice to the mortgageholder at least:
    - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
    - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
  - (7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.

B. Paragraph 1.d. of **SECTION II – WHO IS AN INSURED** is replaced by the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
  - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, which is earlier;
  - (2) There is no coverage for:
    - (a) "Bodily injury" or "property damage" that occurred; or
    - (b) "Personal and advertising injury" arising out of an offense committed; before you acquired or formed the organization.

C. **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** are amended as follows:

1. **SECTION I – PROPERTY of Paragraph 7. Other Insurance** is replaced by the following:

**SECTION I – PROPERTY**

If there is other insurance covering the same loss, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance under this policy bears to the Limits Of Insurance of all insurance covering on the same basis. However, this insurance is primary and does not contribute with any other insurance for a covered loss to property as described in **Coverage A – Buildings** that you do not own and which is your insurance responsibility according to the terms of a lease or rental agreement. We will decide if our payment for loss will be made to you or to the owner of the property.

2. Paragraph 8. **Premiums** is amended as follows:

- a. The first Named Insured shown in the Declarations:
  - (1) Is responsible for the payment of all premiums; and
  - (2) Will be the payee for any return premiums we pay.
- b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
- c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - (1) Paid to us prior to the anniversary date; and
  - (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will be provided to you.
- d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules in effect on the inception date or last anniversary date of the policy.



When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

- e. The premium for this policy may vary based upon:
  - (1) The purchase of other insurance from the "State Farm Companies";
  - (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
  - (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.
- f. Your purchase of this policy may allow:
  - (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
  - (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

3. The following is added:

**Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by providing to the first Named Insured notice of cancellation in accordance with Virginia law at least:
  - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. Our notice will state the specific reason or reasons for cancellation and the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If this policy insured more than one Named Insured:
  - (1) The first Named Insured may affect cancellation for the account of all insureds; and
  - (2) Payment of unearned premium to the first Named Insured is for the account of all interests therein.

**When We Do Not Renew**

If we elect not to renew this policy, we will provide a notice of nonrenewal in accordance with Virginia law to the first Named Insured shown in the Declarations, stating the specific reason or reasons for nonrenewal, at least:

- a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
- b. 45 days before the expiration date if the nonrenewal is for any other reason.

All other policy provisions apply.

CMP-4246.3

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(CONTINUED)

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

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Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism 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 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.

FE-6999.3

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## IMPORTANT NOTICE . . . Data Compromise Coverage Now Available



Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447.1 (C)

553-1405 VA.5

## Important Information Regarding Your Policy

### Flood Coverage Is Excluded

Please note that this Virginia property insurance policy excludes coverage for damage due to flood, surface water, waves, tidal water, or any other overflow of a body of water. Information regarding flood insurance is available from State Farm®, your State Farm agent, or the National Flood Insurance Program. Contents coverage may be available with the flood policy for an additional premium.

553-1405 VA.5 (C)

(CONTINUED)

## Important Information To Policyholders

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at:

**State Farm Insurance Companies**  
P.O. BOX 2320 BLOOMINGTON, IL 61702-2320  
Telephone: 800-STATEFARM (800-782-8332)

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at:

**Property and Casualty Division**  
**Bureau of Insurance**  
Post Office Box 1157  
Richmond, VA 23218  
In-state toll free number: (800) 552-7945  
Out-of-state number: (804) 371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

553-3461 VA.4 (C)

553-0394 VA.3

## IMPORTANT NOTICE . . .

### Building Ordinance or Law Coverage is Available for Your Policy

If you have not already purchased it, we want to remind you that Building Ordinance or Law Coverage can be added to your policy for an additional premium.

This coverage provides protection when a building damaged by a covered cause of loss must be repaired or rebuilt in a more costly manner because when the building was built it did not comply with today's building codes. Coverage also applies when laws or ordinances require the demolition of damaged buildings, including undamaged portions, prior to rebuilding in compliance with current building codes.

If you are a renter or owner of a condominium unit, this coverage would apply to those portions of the building for which you are responsible, such as structural improvements or changes, or condominium loss assessments.

Please contact your State Farm® agent if you would like to add this additional coverage, or if you have any questions concerning your insurance needs.

553-0394 VA.3 (C)

(CONTINUED)

## IMPORTANT NOTICE ABOUT YOUR POLICY



### No Coverage For Earthquake Damage

Earthquake coverage is excluded unless purchased by endorsement.

In order to be covered for a loss caused by Earthquake, if you haven't done so already, you will need to purchase an Earthquake and Volcanic Explosion (Eruption) endorsement for an additional premium.

If you haven't done so already, please contact your State Farm® agent if you are interested in purchasing this coverage or if you have any questions about the information in this Notice.

***This message is provided for informational purposes only, and does not change, modify or invalidate any of the provisions, terms or conditions of your policy and applicable endorsements.***

553-3656 VA.1 (C)

# MEMORANDUM FOR THE RECORD

DATE: 10/15/96

TO: SAC, [illegible]

FROM: [illegible]

SUBJECT: [illegible]

[illegible text follows]

[illegible]