

OTATE TAILWITHE AND ONCOME IT COME AND A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915 Bloomington IL 61702-2915

Named Insured

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009213 3125 M-26-9ABA-FAA9 F V

WILLOWRIDGE MANAGEMENT ASSOCIATION

PO BOX 860423 SHAWNEE KS 66286-0423

#### RENEWAL DECLARATIONS

Policy Number

91-BB-H254-1

Policy Period 12 Months

Effective Date FEB 1 2023

Expiration Date FEB 1 2024

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address VICTOR KIM INS AGENCY INC 1020 W SANTA FE ST OLATHE KS 66061-3116

PHONE: (913) 782-9900

(913) 568-9268

# 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: HOA

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

POLICY PREMIUM

3,763.00

Discounts Applied: Renewal Year Claim Record

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0112-ST-0001

Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1

### SECTION I - PROPERTY SCHEDULE

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Location Number	Location of Described Premises	Limit of Insurance*  Coverage A -  Buildings	Limit of Insurance*  Coverage B -  Business Personal  Property	
001	7117 AMINDA DR SHAWNEE KS 66227-2117	No Coverage	No Coverage	

#### **AUXILIARY STRUCTURES**

O01A 001B	Description	Limit of Insurance*  Coverage A -  Buildings	Limit of Insurance*  Coverage B -  Business Personal  Property	
	MAILBOXES IRON BENCHES	\$ 15,100 \$ 43,700	See Prop Sch See Prop Sch	

<sup>\*</sup> 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:

229.5

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# Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1



0212-ST-0001

SECTION I - DEDUCTIBLES

Basic Deductible

\$1,000

Special Deductibles:

Money and Securities Equipment Breakdown \$250 \$1,000 Employee Dishonesty

\$250

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.

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

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Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1

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 ACCIONATION AND AND AND AND AND AND AND AND AND AN	LIMIT OF INSURANCE
Accounts Receivable On Premises Off Premises	\$50,000 \$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 Avasants is no to 4 as	\$15,000
Valuable Papers And Records On Premises Off Premises	\$10,000 \$5,000

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## RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1



0312-ST-0001

# 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.

COVERAGE	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

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
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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Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1

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

CMP-4100	Businessowners Coverage Form
CMP-4561.4	*Policy Endorsement
CMP-4216.3	*Amendatory Endorsement
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4814	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
FE-3650	Actual Cash Value Endorsement
CMP-4860	Al Design Person Org
FD-6007	Inland Marine Attach Dec
	* New Form Attached

### SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II

Endorsement #: CMP4860

Loan Number: N/A

USD 232

35200 W 91ST ST

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660187102

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# RENEWAL DECLARATIONS (CONTINUED)

# Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1



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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.

Secretary

Michael Tigeral
President

### 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.

Prepared NOV 21 2022 CMP-4000

Residential Community Association Policy for WILLOWRIDGE MANAGEMENT Policy Number 91-BB-H254-1

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. 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 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.

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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-26-9ABA-FAA9 F V

WILLOWRIDGE MANAGEMENT ASSOCIATION PO BOX 860423 SHAWNEE KS 66286-0423

# INLAND MARINE ATTACHING DECLARATIONS

Policy Number 91-BB-H254-1

Policy Period Effective Date Expiration Date 12 Months FEB 1 2023 FEB 1 2024

The policy period begins and ends at 12:01 am standard time at the premises location.



0512-ST-0001

# 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-8254.2 FE-8739 FE-8743.1 \*Amendatory Endorsement Inland Marine Conditions Inland Marine Computer Prop

\*New Form Attached

See Reverse for Schedule Page with Limits

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## ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDU( AMOU	TIBLE NT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 10,000	\$	500	Included Included

Your policy consists of their Denterman, the IA AND MARKET CONDICTOR'S shown below, and payed town and endough an experience of the policy.

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY -

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# Regarding Changes to Your Policy



CMP-4561.4 POLICY ENDORSEMENT is added to your State Farm® policy and replaces CMP-4549 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.

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.

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

### POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

- BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS is amended as follows:
  - The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
  - The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.
- Paragraph 2.f. Dishonesty under SECTION I EXCLU-SIONS 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.

- SECTION I EXTENSIONS OF COVERAGE is amended as follows:
  - Paragraph 4.a.(1) under Collapse is replaced by the following:
    - 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:
    - 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:

- 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:

- 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



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- 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
- 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:
  - 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;
  - 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:
  - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability
    - 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
- 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:

- 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;
- Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of

any communication referenced in Paragraphs a. or b. above.

- 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:
  - Obtaining records, bills, information, and data; or
  - 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;
    - To enable performance of our business functions;
    - To meet our reporting obligations to insurance regulators;
    - To meet our reporting obligations to insurance 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; and

- 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" employment or while performing duties related to the conduct of your business;

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

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- (4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.
- Paragraph 2.b. under Financial Responsibility Laws of SECTION II — GENERAL CONDITIONS does not apply.
- SECTION II DEFINITIONS is amended as follows:
  - (1) Paragraph 2. is replaced by the following:
    - 2. "Auto" means:
      - A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
      - 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".

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.
- Subject to Paragraph a. above, we will not be restricted in or prohibited from:
  - Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

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- **,**
- (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:
  - 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:
  - 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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## IMPORTANT NOTICE

# Regarding Changes to Your Policy

CMP-4216.3 AMENDATORY ENDORSEMENT (Kansas) is added to your State Farm® policy and replaces CMP-4216.2 AMENDATORY ENDORSEMENT (Kansas).

Changes have been made to the following provision:

SECTION I – CONDITIONS, Appraisal, is removed, reverting back to the language stated in the policy.
 It states that 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.

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.

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.

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

# AMENDATORY ENDORSEMENT (Kansas)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- 1. SECTION I is amended as follows:
  - Paragraph 22.i.(2) under Equipment Breakdown of SECTION I EXTENSIONS OF COVERAGE is replaced by the following:
    - (2) Jurisdictional Inspections. If any "covered equipment" being insured is a steam boiler subject to KSA 44-923 (SB7), the steam boiler must be inspected at least annually by our representative.
  - Paragraph 1.d. of SECTION I CONDITIONS is replaced by the following:
  - c. Legal Action Against Us
    - (1) No one may bring a legal action against us under this insurance unless:
      - (a) There has been full compliance with all of the terms of this insurance; and
      - (b) The action is brought within five years after the date on which the direct physical loss or damage occurred.
    - (2) With respect to Employee Dishonesty, no one may bring a legal action against us under Employee Dishonesty unless:
      - (a) There has been full compliance with all of the terms under Employee Dishonesty; and
      - (b) The action is brought within five years after the date the insured discovered the loss.
  - d. Paragraph 2.b.(6) and (7) of SECTION I CONDITIONS are replaced by the following:
    - (6) If we cancel this policy, we will give provide notice to the mortgageholder at least.



- (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.

# SECTION I AND SECTION II - COMMON POLICY CONDITIONS is amended as follows:

- a. Paragraph 2, is replaced by the following:
  - Concealment, Misrepresentation Or Fraud

This policy is void as to you and any other insured, if you or any other insured under this policy knowingly and with intent to defraud, presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker, or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral statement, or telephonic communication as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, whether before or after a loss.

- b. Paragraph 8. is replaced by the following:
  - Premiums
  - 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.
  - 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.
  - 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
    - Determined in accordance with Paragraph b. above.

Our forms then in effect will apply.

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 then in effect.

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.

- 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.
- 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.

## translation of the following is added: of some and one choice spaces from the sound were so of the fine to see the first series and the first series are the first series are the first series and the first series are the

#### Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. Cancellation Of Policies In Effect For:
  - (1) Less Than 90 Days The sound of the second residue of the secon

If this policy has been in effect for less than 90 days and is not a renewal with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium: or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

#### (2) 90 Days Or More

If this policy has been in effect for 90 days or more or is a renewal of a policy we issued, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium: or
- (b) 30 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium. Under this Paragraph b.(2)(b), we may cancel only for one or more of the following reasons:
  - This policy was issued because of material misrepresentation;
  - ii. You or any other insured violated any of the material terms and conditions of this policy:
  - Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this
    policy;
  - A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
  - A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.
- Notice of cancellation will state the reason for 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) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

#### When We Do Not Renew

a. If we decide not to renew this policy, we will provide notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration date of this policy.

# 3. THE FOLLOWING APPLIES WHEN COVERAGE IS PROVIDED FOR TOWNHOUSE BUILDINGS AND STRUCTURES:

- a. SECTION I is amended as follows:
  - (1) The following is added:

The Association of Townhouse Owners includes every person or organization who is an owner of a fee simple title to a townhouse unit, for which insurance is provided by this policy.





- (2) The following is added to Property Not Covered under SECTION I PROPERTY: Household and personal property, unless owned by the Association of Townhouse Owners.
- (3) Paragraph 2.a. of SECTION I CONDITIONS is replaced by the following:
  - a. Control Of Property

The following will not affect this insurance if beyond your direction or control:

- Any act or neglect by any occupants or owners of the buildings; or
- (2) Your failure to comply with any warranty or condition with regard to any portion of your premises.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

- (4) Paragraph 2.b.(2) under Mortgageholders of SECTION I CONDITIONS is replaced by the following:
  - (2) We will pay for covered loss or damage to building or structures to:
    - (a) The Insurance Trustee for the benefit of each Townhouse Owner;
    - (b) The holder of each first mortgage; and
    - (c) The Association;

as interest may appear and as shown in the Townhouse Declaration.

b. SECTION II - WHO IS AN INSURED is amended as follows:

The following is added to Paragraph 2:

Each townhouse owner but only with respect to his or her liability as a member of the Association of Townhouse Owners. All other policy provisions apply.

CMP-4216.3

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# IMPORTANT NOTICE

# Regarding Changes to Your Policy

FE-8254.2 AMENDATORY ENDORSEMENT (Kansas) is added to your State Farm® policy, replacing FE-8254.1 AMENDATORY ENDORSEMENT (Kansas).

Changes have been made to the following provision:

CONDITIONS, Appraisal, is removed, reverting back to the language stated in the policy. It states
that 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.

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.

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.

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

# AMENDATORY ENDORSEMENT (Kansas)

Paragraph 14. Concealment, Misrepresentation or Fraud is replaced by the following:

14. Concealment, Misrepresentation Or Fraud

We will not pay for any loss in any case of:

- a. Concealment or misrepresentation of a material fact; or
- b. Fraud:

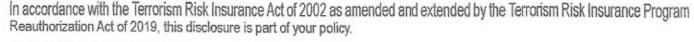
committed by an insured at any time and relating to an insurance application, rating, claim or coverage under this policy.

All other policy provisions apply.

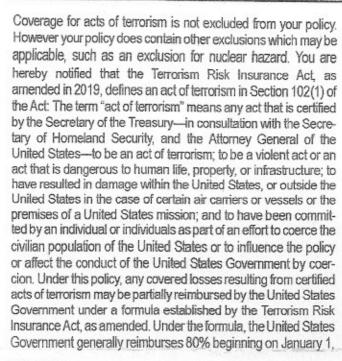
FE-8254.2

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# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE



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 re-

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 TERROR-ISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UN-DER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUB-JECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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