



**FARMERS**  
INSURANCE

# STATEMENT

REC'D APR 18 2025

## TRUCK INSURANCE EXCHANGE

° BELLA VISTA HOMES HOA  
BELLA VISTA HOMES HOMEOWNERS  
718 BLACK OAK DR

MEDFORD OR 97504-8548

**APRIL 05, 2025**

Date

**73-09-37X**

Agent's Number

**60707-77-08**

Policy Number

Renewal Statement - The Company will renew your policy for an additional 12 months term only if payment of the premium indicated is made on or before the renewal date of this notice.

### This Statement Reflects:

Effective Date: 04/30/25

Loan Number

☐ New Business ☐ Reinstatement ☐ Change Of Coverage ☐ Added Coverage

\$ Previous Balance Owing

\$ Premium

\$ Membership, Policy, Reinstatement, Reissue or Service Fees

\$ Pro Rata Premium Due

\$ **2,353.00** Premium For Renewing Entire Present Coverage From 04/30/25 To 04/30/26

\$

\$

\$

\$

\$ **2,353.00** Total Charges

\$

\$ Payments

\$ Other Credits

\$ Total Credits

\$ **- NONE -** **BALANCE DUE UPON RECEIPT**

\$ Optional Amount

\$ Refund

WE WANT TO BE YOUR FIRST CHOICE FOR BUSINESS AND PERSONAL LINES INSURANCE. IF YOU PLACE A PERSONAL LINES POLICY WITH FARMERS YOU MAY BE ELIGIBLE TO RECEIVE A DISCOUNT, CONTACT YOUR AGENT TODAY.

**IMPORTANT- D-O-N-O-T-P-A-Y-T-H-I-S-N-O-T-I-C-E**  
**PREMIUM WILL BE BILLED. ACCT # F010826706-001-00001.**

**State Required Notification:**



## Important Notice

### Subscription Agreement Notice

(Please keep for your records)

*By payment of the policy premium, you acknowledge that you have received and read the Truck Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.*

*Under the Subscription Agreement, you appoint Truck Underwriters Association (the "Association") to act as the attorney-in-fact. The Association has acted in this capacity since 1935. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.*

*We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.*

### Subscription Agreement

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Truck Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, Truck Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Truck Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.





# Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

## Information We Collect

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature.
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network Activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, Electronic, Visual, Thermal, Olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional Information and Employment Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, drivers license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.



## Purposes For Collection Of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To conduct quality assurance;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;
- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

## Sources Of Personal Information

We collect certain information ("nonpublic personal information") about you and the members of your household (collectively, "you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information.
- Information about your transactions with us, our affiliates, or others, such as your policy coverage, premiums, and payment history.
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our on-line advertisements.
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information, and insurance claim history; and
- If you obtain a life, long-term care, or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

## How Long Do We Retain Your Information

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

## How We Protect Your Information

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

## Information We Disclose

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization; and
- (3) as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

## Sharing Information with Affiliates

The Farmers Insurance Group<sup>®</sup> of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in **Information We Collect**, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

## IMPORTANT PRIVACY CHOICES

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21st Century customers: We are offering you an opt-out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures - other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-Out Form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an opt-out or respond to us in any way.

For Farmers customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

**If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.**

**Additionally, under the California Consumer Privacy Act ("CCPA", California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at <https://www.farmers.com/california-consumer-privacy/>.



## Modifications to Our Privacy Policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

## Website and Mobile Privacy Policy

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

## Recipients of this Notice

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

## More Information about these Laws

This notice is required by applicable federal and state law. For more information, please contact us.

## Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)\*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Auto Insurance Company of New Jersey, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century Insurance Company of Southwest, 21st Century North America Insurance Company, 21st Century Pacific Insurance Company, 21st Century Premier Insurance Company, 21st Century Superior Insurance Company, Hawaii Insurance Consultants Ltd., American Pacific Insurance Company, Inc., Bristol West Casualty Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, BWIS of Nevada, Inc., Coast National Holding Company, Coast National Insurance Company, Foremost County Mutual Insurance Company, Foremost Insurance Company Grand Rapids, Michigan, Foremost Lloyds of Texas, Foremost Property and Casualty Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

\*For more background information on Farmers Financial Solutions, LLC ("FS" or its registered representatives / Agents, visit FINRA's BrokerCheck at [www.finrabrokercheck.com](http://www.finrabrokercheck.com) or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at [www.sipc.org](http://www.sipc.org). FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at [www.msrb.org](http://www.msrb.org) and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.





## Important Information About Your Renewal Policy

As you review the enclosed renewal policy, please note that the following endorsements have been revised, replaced or added to your Businessowners policy. These endorsements will result in a reduction in coverage under your policy's Business Liability coverages.

### Added

- *J7544-ED1, Cyber Incident Liability Exclusion*

This new endorsement defines "cyber incident" and excludes coverage with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident. Specific coverage for cyber liability may be found in the optional *Cyber Liability and Data Breach Response Coverage Form* (J7155). Please refer to your policy's Common Policy Declarations page to see if Cyber Liability and Data Breach Response Coverage is included in your policy.

- *J7546-ED1, Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)*

This new endorsement excludes bodily injury, property damage and personal and advertising injury related exposures associated with its PFAS definition, including any loss, cost or expense arising out of PFAS abatement, testing for, monitoring, cleaning up, or other related activities, by you or by any other person or entity.

### Revised

- *J7110-ED2, Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability*

This endorsement has been revised to add references to personal material, biometric information, and nonpublic information to the types of material or information addressed. Additionally, identity monitoring expenses, data restoration expenses and extortion expenses are added to the types of expenses.

### Replaced

- Endorsements J6345-ED1 and J6347-ED1 entitled *Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information* have been replaced by endorsement J7545-ED1 - *Exclusion - Violation of Laws Addressing Data Privacy And Recording And Distribution of Material*.

This new endorsement revises the provisions of J6345 and J6347 to address the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, and other laws addressing biometric information privacy and other nonpublic information.

This notice provides a summary of the changes to your policy; it is not part of your insurance contract. It is not a substitute for reviewing your policy. Please review your policy and its attached endorsements for complete information.

If you have any questions about these changes or want to discuss optional Cyber Liability and Data Breach Response coverage, please contact your Farmers® agent.







Truck Insurance Exchange (A Reciprocal Insurer)  
Member Of The Farmers Insurance Group Of Companies®  
Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## COMMON POLICY DECLARATIONS

**Named Insured** BELLA VISTA HOMES HOA  
BELLA VISTA HOMES HOMEOWNERS

**Mailing Address** 718 BLACK OAK DR  
MEDFORD, OR 97504-8548

F010826706-001-00001

Account No.

Prod. Count

73-09-37X

60707-77-08

Agent No.

Policy Number

**Form of Business** ☐ Individual ☐ Joint Venture ☐ Limited Liability Co.  
☐ Corporation ☐ Partnership ☒ Other Organization

**Business Description:**  
Condominium

**Policy Period** From 04-30-2025 (not prior to time applied for)  
To 04-30-2026 12:01 A.M. Standard time at your mailing address shown above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

### Coverage Parts

### Premium After Discount And Modification

Condominiums Owners Policy	\$1,648.00
Preferred Community Association Management	\$669.00
Cyber Liability And Data Breach Expense Coverage	\$36.00
Certified Acts Of Terrorism - See Disclosure Endorsement	Included
Total (See Additional Fee Information Below)	\$2,353.00

**Policy Number:** 60707-77-08

**Effective Date:** 04-30-2025

**Forms Applicable To** 25-9230ED3

Reminder-Review Your Coverages

**All Coverage Parts:**

**Your Agent**

Brian Gabaldon  
Brian J Gabaldon Agency Inc  
1361 Center Dr # 100  
Medford, OR 97501  
(541) 734-2300

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Countersigned (Date)

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By Authorized Representative

**Additional Fee Information**

The following additional fees apply on an account, not a per-policy, basis.

- A **service fee** will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, for accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey And West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- A **returned payment fee** applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. **NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.**

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana	\$20.00
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Not applicable

- A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All States Except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, Virginia, South Carolina And West Virginia	\$20.00
Nebraska, Rhode Island And South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia And West Virginia	Not applicable

The following applies on a per-policy basis.

- A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.



**J6300**  
3rd Edition

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

<b>SCHEDULE - PART I</b>	
<b>Terrorism Premium (Certified Acts) \$</b>	<b>23 . 00</b>
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE - PART II</b>	
<b>Federal share of terrorism losses <u>80</u> % Year: <u>2025</u></b> (Refer to Paragraph B. in this endorsement)	
<b>Federal share of terrorism losses <u>80</u> % Year: <u>2026</u></b> (Refer to Paragraph B. in this endorsement)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. Cap On Insurer Participation In Payment Of Terrorism Losses

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







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J7110**  
2nd Edition

## **EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the:

BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

Paragraph 1. **Applicable To Business Liability Coverage** under **B. Exclusions** in the applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM is amended as follows:

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

### **Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-Related Liability**

This insurance does not apply to damages, including but not limited to, "bodily injury", "property damage" or "personal and advertising injury", arising out of:

- 1.** Any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information or any other type of nonpublic material or information; or
- 2.** 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 or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1. or 2. above.

As used in this exclusion, electronic data means information, facts, recordings, images 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.







Truck Insurance Exchange (A Reciprocal Insurer)  
Member Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## POLICY DECLARATIONS - PUD/HOMEOWNERS ASSOC PRIMARY POLICY

**Named Insured** BELLA VISTA HOMES HOA  
BELLA VISTA HOMES HOMEOWNERS

**Mailing Address** 718 BLACK OAK DR  
MEDFORD, OR 97504-8548

**Policy Number** 60707-77-08

☐ **Auditable**

**Policy Period** From 04-30-2025  
To 04-30-2026 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

**Your Agent** Brian Gabaldon  
Brian J Gabaldon Agency Inc  
1361 Center Dr # 100  
Medford, OR 97501  
(541) 734-2300



PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS						
The following coverages apply to the described locations and/or building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level.						
<b>Option:</b> BV - Blanket Value (see Base Coverage & Extensions for the total limit) <b>Valuation:</b> ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost; ERC - Extended RC; FRC - Functional RC; GRC - Guaranteed RC <b>Abbreviation:</b> ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense						
Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address			
001	All	3600-3691 Medford, OR 97504				
Coverage			Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building				ERC	\$1	\$500
Accounts Receivables - On-Premises					\$5,000	\$500
Building - Automatic Increase Amount					8%	
Building Ordinance Or Law - 1 (Undamaged Part)					Included	None
Building Ordinance Or Law - 2 (Demolition Cost)					\$25,000	None
Building Ordinance Or Law - 3 (Increased Cost)					\$10,000	None
Building Ordinance Or Law - Increased Period of Restoration					Included	None
Debris Removal					25% Of Loss + 10,000	
Electronic Data Processing Equipment					\$5,000	\$500
Exterior Building Glass					Included	\$500
Outdoor Property					\$66,000	\$500
Outdoor Property - Trees, Shrubs & Plants (Per Item)					\$500	\$500
Personal Effects					\$2,500	\$500
Pollutant Clean Up And Removal Aggregate					\$10,000	\$500
Specified Property					\$2,500	\$500
Valuable Paper And Records - On-Premises					\$5,000	\$500

**PROPERTY, INLAND MARINE AND CRIME COVERAGE AND LIMITS OF INSURANCE**

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the individual location (premises) section for coverages and limits specific to such location (premises).

Base Coverage And Extensions	Limit of Insurance	Deductible/ Waiting Period
Accounts Receivables - Off-Premises	\$2,500	\$500
Association Fees And Extra Expense	\$100,000	
Crime Conviction Reward	\$5,000	None
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$500
Drone Aircraft - Direct Damage (per item)	\$2,500	\$500
Employee Dishonesty	\$250,000	\$5,000
Computer Fraud And Funds Transfer Fraud	\$250,000	\$5,000
Fire Department Service Charge	\$1,000	None
Fire Extinguisher Systems Recharge Expense	\$2,500	None
Forgery And Alteration	\$2,500	\$500
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$500
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$500
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$500
Master Key	\$5,000	None
Master Key - Per Lock	\$100	None
Money And Securities - Inside Premises	\$5,000	\$500
Money And Securities - Outside Premises	\$5,000	\$500
Money Orders And Counterfeit Paper Currency	\$1,000	\$500
Newly Acquired Or Constructed Property	\$250,000	\$500
Outdoor Signs	\$2,500	\$500
Outdoor Signs - Per Sign	\$1,000	
Personal Property At Newly Acquired Premises	\$100,000	\$500
Personal Property Off Premises	\$5,000	\$500
Preferred Community Association Management - Crisis Response	\$50,000	None
Premises Boundary	100 Feet	
Preservation Of Property	30 Days	
Valuable Paper And Records - Off-Premises	\$2,500	\$500



Policy Number: 60707-77-08

Effective Date: 04-30-2025

**LIABILITY AND MEDICAL EXPENSES  
COVERAGE AND LIMITS OF INSURANCE**

**Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.**

**Premium Basis:** (A) Area; (C) Total Cost; (P) Payroll; (S) Sales/Receipts; (U) Each Unit  
(M) Public Area Square Feet  
(O) Other:

**Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premium
3600-3691 Medford, OR 97504	Planned Unit Develop./Homeowners Assoc.	8699	Incl	Included	Included	Included

Policy Number: 60707-77-08

Effective Date: 04-30-2025

**LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED**

Coverage	Amount /Date
General Aggregate (Other Than Products & Completed Operations)	\$4,000,000
Products And Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	Included
Each Occurrence	\$2,000,000
Tenants Liability (Each Occurrence)	\$75,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Preferred Community Association Management - Per Claim	\$1,000,000
Preferred Community Association Management - Aggregate	\$1,000,000
Directors and Officers Errors and Omissions Liability - Per Claim/Aggregate	Included
Third Party Discrimination and Employment Practices Liability - Per Claim/Aggregate	Included
Preferred Community Association Management - Self Insured Retention	\$1,000
Preferred Community Association Management - Retroactive Date	Date Established
Preferred Community Association Management - Prior Knowledge Date	04/30/2024



## Policy Forms And Endorsements Attached At Inception

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-6628ED1	Important Information About Your Renewal
25-9200ED3	Farmers Privacy Notice
25-9565ED1	Notice Re Pref Community Assoc Mgmt Covg
56-5166ED5	Addl Conditions - Reciprocal Provisions
56-6191	Cyber Liability & Data Breach Dec
E0104-ED1	Business Liab Covg - Tenants Liability
E0125-ED1	Lead Poisoning And Contamination Excl
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Policy Conditions
E3037-ED1	No Covg-Certain Computer Related Losses
E3314-ED3	Condominium Liability Coverage Form
E3422-ED3	Condominium Property Coverage Form
E4009-ED4	Mold And Microorganism Exclusion
E6097-ED4	Extended Replacement Cost Endorsement
E6288-ED2	Exclusion - Building Conversions
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6350-ED1	Employee Dishonesty - Property Manager
J6351-ED2	Limited Terrorism Exclusion
J6353-ED1	Change To Limits Of Insurance
J6573-ED1	Planned Unit Development Coverage
J6739-ED1	Two Or More Coverage Forms
J6829-ED1	Limited Coverage For Fungi And Bacteria
J6849-ED2	Deductible Provisions
J7110-ED2	Exclusion Confidential Info
J7114-ED1	Removal Of Asbestos Exclusion
J7122-ED2	Loss Payment - Profit, Overhead & Fees
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion - Expanded Exception
J7139-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7144-ED1	Amendment Of Pers & Advertising Inj Covg
J7158-ED1	Damage To Property Exclusion Revised
J7174-ED1	Ord Or Law-Incr Period Of Rest
J7180-ED1	Computer Fraud & Funds Transfer Fraud
J7183-ED1	Limitation - Designated Premises/Project
J7222-ED1	Marijuana Exclusion
J7227-ED1	Waiver Of Transfer Of Rights Of Recovery
J7228-ED1	Drone Aircraft Coverage



**Policy Number:** 60707-77-08

**Effective Date:** 04-30-2025

**Policy Forms And Endorsements Attached At Inception**

Number	Title
J7230-ED1	Supplementary Payments
J7240-ED1	Owners,lessees,cont-Construction
J7495-ED1	Pref Community Association Mgmt Coverage
J7507-ED1	Cyber Incident Exclusion
J7541-ED1	Broad Abuse Or Molestation Exclusion
J7542-ED1	Premises Address Schedule
J7544-ED1	Cyber Incident Liability Exclusion
J7545-ED1	Exclusion - Violation Of Laws
J7546-ED1	Exclusion PFAS
S7329-ED6	Oregon Changes
S7347-ED2	Oregon Changes

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Truck Insurance Exchange (A Reciprocal Insurer)  
Member Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

## DECLARATIONS CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

THIS COVERAGE INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, DURING THE OPTIONAL EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

**Named** BELLA VISTA HOMES HOA  
**Insured** BELLA VISTA HOMES HOMEOWNERS

**Policy Number** 60707-77-08

**Mailing** 718 BLACK OAK DR  
**Address** MEDFORD, OR 97504-8548

**Policy** From: 04-30-2025  
**Period** To: 04-30-2026 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 04/30/2024

Continuity Date: 04/30/2024

**Optional Extension Period:**

Length of optional extension period: \_\_\_\_\_

If no time period is stated, optional extension period coverage is not provided.

**Cyber Extortion Hot Line:** 1-800-435-7764



Coverage	Limit Of Insurance	Retention/Waiting Period
Aggregate Limit of Liability	\$50,000	
Insuring Agreement A - Information Security & Privacy Liability	\$50,000	\$2,500
Insuring Agreement B - Privacy Breach Response Services	\$50,000/ 5,000 Notified Individuals	\$2,500/ 100 Notified Individuals
Insuring Agreement C - Regulatory Defense & Penalties	\$50,000	\$2,500
Insuring Agreement D - Website Media Content Liability	\$50,000	\$2,500
Insuring Agreement E - PCI Fines, Expenses And Costs	\$10,000	\$2,500
Insuring Agreement F - Cyber Extortion	\$50,000	\$2,500
Insuring Agreement G - First Party Data Protection	\$50,000	\$2,500
Insuring Agreement H - First Party Network Business Interruption Income Loss/Extra Expense Waiting Period	\$50,000	\$2,500  12 hours

**Policy Forms And Endorsements Attached At Inception**

Number	Title
J7155-ED1 S7345-ED2	Cyber Liability Coverage Form Cyber Liab - OR Amendatory Endor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**S7345**  
2nd Edition

## OREGON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the:

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

**A. Section IV. EXCLUSIONS** is amended to delete Paragraph **L.** and replace it with the following:

**L. With respect to Section I. INSURING AGREEMENTS F. Cyber Extortion, G. Data Protection Loss and H. Business Interruption Loss** arising out of or resulting from:

1. Criminal act;
2. "Dishonest" act;
3. Fraudulent act;
4. Malicious act;
5. Error or omission; or
6. Any "security breach", "extortion threat", or intentional or knowing violation of the law;

committed by any member of the "control group" or any person in participation or collusion with any member of the "control group".

However, with respect to damages arising out of any criminal act, paragraph **L. 1.** only applies to the extent that the insured:

- a. Admits, under oath; or
- b. Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

**B. For the purpose of this endorsement, the following is added to section XI. DEFINITIONS:**

"Dishonest" means willful perversion of truth in order to deceive, cheat or defraud.

**C. Section XIII. PROOF AND APPRAISAL OF LOSS** is amended to delete Paragraph **B.** and replace it with the following:

**B. Appraisal of Loss.** If we and the "named insured" do not agree on the amount of a "loss" both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties agree to an appraisal, each party shall select and pay a qualified and disinterested appraiser or other qualified expert (the "Appraiser") to state the amount of the "loss" or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, the "named insured" or we may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit the amount of the "loss" or reasonable expenses to the umpire, and agreement by the umpire and at least one of the Appraisers as to the amount of a "loss" shall be binding on all insureds and us. The "named insured" and we will equally share the costs of the umpire and any other costs other than the cost of the Appraisers. This provision shall govern only the appraisal of the amount of a "loss", and shall not control the determination of whether such "loss" is otherwise covered by this insurance. We will still retain and do not waive our rights to deny coverage or enforce any obligation under this insurance.

**D. Section XVI. CANCELLATION** is amended as follows:

Paragraphs **A.** and **B.** are deleted and replaced with the following:



- A. The "named insured" may only cancel this Coverage Form by surrender thereof to the Company or by mailing or delivering to the Company written notice stating when such cancellation shall be effective.
- B. If this coverage form has been in effect for less than 60 days and is not a renewal coverage form, the Company may cancel this coverage form for any reason.

If this coverage form has been in effect for 60 days or more, the Company may only cancel this coverage form for any of the following reasons:

- 1. Nonpayment of premium;
- 2. Fraud or material misrepresentation made by or with the knowledge of the "named insured" in obtaining this coverage form, continuing this coverage form or in presenting a claim under this coverage form;
- 3. Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- 4. Failure to comply with reasonable loss control recommendations;
- 5. Substantial breach of contractual duties, conditions or warranties;
- 6. Determination by the commissioner that the continuation of a line of insurance or class of business to which this coverage form belongs will jeopardize a company's solvency or will place the Company in violation of the insurance laws of Oregon or any other state; or
- 7. Loss or decrease in reinsurance covering the risk.

If the Company cancels this coverage form, cancellation will not be effective until at least:

- 1. 10 working days after the "named insured" receives our notice, if we cancel for nonpayment of premium; or
- 2. 30 days after the "named insured" receives our notice, if we cancel for any other reason.

The Company shall mail or deliver written notice of cancellation to the "named insured" at the address shown in the Declarations. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "Policy Period". Delivery of such written notice by the Company shall be equivalent to mailing.

- E. Section **XVII. NONRENEWAL** is amended by deleting the second paragraph.
- F. The following Section is added:

**XVIII. MAILING OF NOTICES**

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first "named insured" received the notice on the third calendar day after the date of the certificate of mailing.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J7546**  
1st Edition

## EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The Apartment Owners Liability Coverage Form, the Businessowners Liability Coverage Form and the Condominium Liability Coverage Form, and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM, are amended as follows:

**A. The following is added to Section B. Exclusions:**

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**B. For the purposes of this endorsement, the following is added to Paragraph F. Liability And Medical Expenses Definitions:**

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**S7347**  
2nd Edition

## OREGON CHANGES

This endorsement modifies insurance provided under the:

PREFERRED COMMUNITY ASSOCIATION MANAGEMENT COVERAGE FORM

**A. Section I - Claims Made and Reported Liability Coverages** is amended as follows:

1. Paragraphs **2.a.** and **3.g.** in Sub-section **D. Exclusions** are deleted and replaced with:

Damages arising out of:

- (i) A fraudulent act;
- (ii) An act of collusion;
- (iii) An act of "dishonesty";
- (iv) A criminal act; or
- (v) A malicious act;

committed by or at the direction of the insured, if a final adjudication establishes such acts, and then only as to such insured. The "wrongful act" of an insured shall not be imputed to any other insured for the purposes of this exclusion.

However, with respect to damages arising out of any criminal act, Paragraph **D.2.a.(iv)** and **D.3.g.(iv)** only applies to the extent that the insured:

- i. Admits, under oath; or
- ii. Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

2. For the purposes of this endorsement, the following Definition is added to Sub-section **I. Definitions**:

"Dishonesty" means willful perversion of truth in order to deceive, cheat or defraud.

**B. Section III - Common Conditions** is amended as follows:

1. Condition **B. Cancellation** is amended as follows:

a. Paragraph **2.** is deleted and replaced with the following:

2. If this Coverage Form has been in effect for:

- a. Fewer than 60 days and is not a renewal, we may cancel for any reason.
- b. For 60 days or more or is a renewal, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the Coverage Form, continuing the Coverage Form or in presenting a claim under the Coverage Form;



- (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
  - (4) Failure to comply with reasonable loss control recommendations;
  - (5) Substantial breach of contractual duties, conditions or warranties;
  - (6) Determination by the commissioner that the continuation of a line of insurance or a class of business to which this Coverage Form belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
  - (7) Loss or decrease in reinsurance covering the risk.
- c. 60 days or more or is a renewal, we may cancel for any other reason approved by the commissioner by rule.
- b. Paragraph 3. is amended by the addition of the following:
- 3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.
- c. Paragraph 6. does not apply.
- d. The following paragraph is added:
- Number Of Days' Notice Of Cancellation**
- Cancellation will not be effective until at least:
- 1. 10 working days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
  - 2. 30 days after the first Named Insured receives our notice, if we cancel for any other reason.
2. Condition **C. Concealment, Misrepresentation Or Fraud** is deleted and replaced with the following:
- C. Concealment, Misrepresentation Or Fraud**
- 1. Subject to Paragraphs 2. and 3. below, this entire Coverage Form will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
  - 2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Form unless:
    - a. The statements are contained in a written application; and
    - b. A copy of the application is endorsed upon or attached to this Coverage Form when issued.
  - 3. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Form, we must show that the representations are material and that we relied on them.
3. Condition **D. Nonrenewal** is deleted and replaced with the following:
- D. Nonrenewal**
- We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:
- 1. Expiration date of this Coverage Form; or
  - 2. Anniversary date of the Coverage Form, if it is written for a term of more than one year or without a fixed expiration date.
- However, if this Policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the Policy at its anniversary date.
- Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

4. The following Condition is added:

**Mailing of Notices**

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

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This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





Dear Valued Customer,

Have the growth of your business and rising labor costs reduced the accuracy of the payroll or revenue shown on your policy? Have increased costs and inflationary trends reduced the protection provided by your policy? Building and Business Personal Property insurance limits, once adequate, may no longer meet today's repair or replacement costs.

To help compensate for these inflationary trends, the limits of insurance for Building and/or Business Personal Property coverages have been increased by a modest percentage. To keep your policy current with rising labor costs and normal business growth, the payroll and/or revenue have also been increased by a modest percentage.

This renewal offer includes the adjusted limits of insurance, payroll, revenue, and premium for your policy. The adjustments are relatively small, and they're based on estimated increases in the past year's construction and repair costs, as well as other inflationary factors, such as rising labor costs and normal business growth.

These increases do not guarantee adequate coverage for any loss; they are based on estimates. It is possible, for example, that updates or improvements to your property or increased sales might cause your individual needs for coverage to be greater than the amount provided by these adjustments. If you have not reviewed your policy recently, the effects of inflationary changes over time create the likelihood that the increases we made are less than the increases you need for optimal coverage.

These changes are made to better serve your insurance needs, and we encourage you to contact your Farmers<sup>®</sup> agent, who will be pleased to help you with a comprehensive review of your policy.

Acceptance of these changes does not waive the provisions of the coinsurance clause or any other policy clause.

Thank you for choosing Farmers. We appreciate your business.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J7544**  
1st Edition

## CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM are amended as follows:

- A.** The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions**:

This insurance does not apply to:

**Cyber Incident**

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B.** For the purposes of this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions**:

"Cyber incident" means any:

- 1.** Unauthorized access to or use of any computer system.
- 2.** Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
- 3.** Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J7545**  
1st Edition

## **EXCLUSION - VIOLATION OF LAWS ADDRESSING RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION AND DATA PRIVACY**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions** in the applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM:

This insurance does not apply to:

### **Violation of Laws Addressing Recording And Distribution Of Material Or Information And Data Privacy**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate any of the following:

- 1.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law.
- 2.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law.
- 3.** The Fair Credit Reporting Act (FCRA), any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA).
- 4.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- 5.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.  
  
Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:
  - (a)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - (b)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law.
- 6.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**S7329**  
6th Edition

## OREGON CHANGES

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
CONDOMINIUM POLICY

**A. Section E. PROPERTY LOSS CONDITIONS** of the applicable Property Coverage Form is amended as follows:

1. Paragraph **E.2. Appraisal** is replaced by the following:

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

2. Paragraph **E.3.a.(7) Duties In The Event Of Loss Or Damage** is replaced by the following:

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

**B. Section F. PROPERTY GENERAL CONDITIONS** of the applicable Property Coverage Form is amended as follows:

1. Paragraph **F.2. Mortgageholders** is replaced by the following:

**2. Mortgageholders**

a. Oregon law states as follows:

- (1) "If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be canceled by giving such mortgagee a ten days' written notice of cancellation".
- (2) "If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing".

b. The term mortgageholder includes trustee.

c. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

d. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.



- e. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this insurance at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss in accordance with Paragraph a.(2); and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.All the terms of the affected insurance will then apply directly to the mortgageholder.
- f. If we cancel this policy, we will give written notice to the mortgageholder:
  - (1) In accordance with Paragraph a.(1); or
  - (2) At least:
    - (a) Ten days before the effective date of the cancellation if we cancel for your nonpayment of premium; or
    - (b) 30 days before the effective date of the cancellation if we cancel for any other reason other than provided for in Paragraph a.(1).
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least ten days before the expiration date of this policy.

**C. The applicable Liability Coverage Form is amended as follows:**

**1. Paragraph B.1.r. Criminal Acts is replaced by the following:**

**r. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

However, with respect to "personal and advertising injury" arising out of any criminal act, Paragraph B.1.r. only applies to the extent that the insured:

- (1) Admits, under oath; or
- (2) Is determined in any legal proceeding;

To have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

**2. The term "spouse" is replaced by the following:**

Spouse or individual who is in a domestic partnership recognized under Oregon law.

**3. Section E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS is amended as follows:**

Paragraph 3.a. **Financial Responsibility Laws** is replaced by the following:

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and the following limits of insurance required by the Oregon financial responsibility laws:

- (1) \$70,000 for each accident, which is the minimum combined single limit of liability for all bodily injury and property damage; or
- (2) \$25,000 per person and \$50,000 aggregate for all bodily injury and \$20,000 property damage for each accident, which is the minimum split limits of liability.

If a financial responsibility law should be amended to put in force different minimum limits of coverage than those stated above before or at the time of an accident, this policy shall provide the limits specified in the law as amended.

D. The applicable Common Policy Conditions form is amended as follows:

1. Section **A. Cancellation** is amended as follows:

a. Paragraph 2. is replaced by the following:

2. If this policy has been in effect for:

- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
  - (4) Failure to comply with reasonable loss control recommendations;
  - (5) Substantial breach of contractual duties, conditions or warranties;
  - (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
  - (7) Loss or decrease in reinsurance covering the risk.
- c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule.

b. Paragraph 3. is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

c. Paragraph A.6. does not apply.

d. The following paragraph is added:

**7. Number of Days Notice of Cancellation :**

Cancellation will not be effective until at least:

- a. Ten working days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
- b. 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

2. Paragraph **C. Concealment, Misrepresentation or Fraud** is replaced by the following:

**C. Concealment, Misrepresentation or Fraud**

1. Subject to Paragraphs 2. and 3. below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Form unless:
  - a. The statements are contained in a written application; and
  - b. A copy of the application is endorsed upon or attached to this Coverage Form when issued.
3. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Form, we must show that the representations are material and that we relied on them.



3. The following are added and supersede any provision to the contrary:

**M. Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

**N. Mailing Of Notices**

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.