

#### Sign And Submit Forms Online With eSign

With eSign, you can sign your policy documents electronically and send them to us with just a few clicks. Its the convenient, secure way to submit forms that require your signature. Once this feature is added to your policy, any signature forms listed in your policy declarations with an asterisk (\*) will be sent to you via eSign. Future changes to your policy will automatically process via eSign, if eligible.

If you havent signed up for eSign yet, contact your Farmers  $^{\circ}$  agent today to get started.





Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

#### These changes may require updated insurance coverage for your business.

Farmers and its agents want to help make you smarter about your insurance. To do that, we offer special services at no additional cost to you to help you ensure your business has the coverage it needs.

#### For example:

- Your agent will be happy to schedule a Farmers Friendly Review with you. During this review, your agent can talk to you about available insurance discounts, potential coverage gaps, and new products that may be available to you. In addition, if there have been changes in your business since your last policy review, your premium may be eligible for additional pricing consideration.
- MysafetyPoint.com makes safety and loss control information available that may help you avoid workplace injuries and other losses.

To access this information, log onto <a href="https://www.mysafetypoint.com">www.mysafetypoint.com</a>, then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

ENCLOSED YOU WILL FIND YOUR POLICY DOCUMENTS. PLEASE REVIEW YOUR COVERAGES TO ENSURE THEY MEET YOUR NEEDS.

If you have any questions, please contact your Farmers agent.

**Hunter Slaton** 

Email: ace.test@farmersinsurance.com 979-822-6000





#### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Farmers Insurance Exchange
Farmers Texas County Mutual Insurance Company
Fire Insurance Exchange
Mid-Century Insurance Company
Truck Insurance Exchange

To get information or file a claim with your insurance company:

Call toil-free: 1-800-225-0011

Email: customer.relations@farmersinsurance.com

Mail: Customer Relations P.O. Box 2910 Shawnee Mission, KS 66201-1310

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439 File a complaint: <u>www.tdi.texas.gov</u>

E-mail: ConsumerProtection@tdl.texas.gov

Mail: Consumer Protection, MC: CO-CP
Texas Department of Insurance
PO Box 12030

Austin, TX 78711-2030



Versión española al dorso.



## **STATEMENT**

MID-CENTURY	INSURANCE COMPANY			
° WATERWOOD TOWNHO *SEE J7104 AMEND TO 110 NAVARRO DR STE 2	NAMED INS			OCTOBER 01, 2024 Date
COLLEGE STA TX 7	7845-8103			35-31-25L
		,		Agent's Number
Renewal Statement - The	Company will renew your	policy for an additional 12 months term o fore the renewal date of this notice.	nly if	60514-46-49
payment of the premium	indicated is made on or bei	of e the renewal date of this notice.		Policy Number
This Statement Reflec	ts:			Loan Number
Effective Date:10/2	26/24			
New Business	Reinstatement	Change Of Coverage	Added A	Coverage
\$	Previous Balance Owing	g		
\$	Premium			
\$	Membership, Policy, Ro	einstatement, Reissue or Service Fees		
\$	Pro Rata Premium Due	•		
	Premium For Renewing	g Entire Present Coverage From1	0/26/24To	10/26/25
\$	`			
\$				
\$				
\$				
	_ Total Charges			
\$				
\$	Payments			
\$	Other Credits			
\$	_ Total Credits			
\$ - NONE -	_ BALANCE DUE UPON	RECEIPT		
\$	_ Optional Amount	WE WANT TO BE YOUR FIRST CH		
\$	_ Refund	PERSONAL LINES INSURANCE, IF POLICY WITH FARMERS YOU MA	Y BE ELIGIBLE T	



IMPORTANT- D-O N-O-T P-A-Y T-H-I-S N-O-T-I-C-E PREMIUM WILL BE BILLED. ACCT # F003767891-001-00001.



#### **Texas Notice Regarding Flood Insurance**

Thank you for choosing Farmers® for your insurance needs. We appreciate your business and want to keep you informed of any updates related to your policy. Due to a recent change to Texas insurance regulations, insurance carriers that do not provide coverage against loss by flood are now required to provide policyholders with the following notification:

#### Flood Insurance

You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your agent, or visit www.floodsmart.gov.

This notice provides a reminder that your policy does not cover damage to your property caused by flooding; it is not a part of your insurance contract. Flood insurance is available for communities and properties that participate in the National Flood Insurance Program as outlined on its website - <a href="https://www.floodsmart.gov">www.floodsmart.gov</a>. Please take a moment to review your policy carefully and its attached endorsements to better understand the terms and conditions of your coverage.

If you have any questions, please contact your Farmers agent.





## **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
Personal Identifiers	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.
Personal Characteristics	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
Commercial Information	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.
Biometric Information	Voice print, photo.
Internet or Network Activity	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
Geolocation	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
Audio, Electronic, Visual, Thermal, Olfactory	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
Professional Information and Employment Information	Job titles, work history, school attended, employment status, veteran, or military status.
Education Information	Job titles, work history, school attended, marital status, e-mail telephone recordings.
Inferences	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
Sensitive Personal Information	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.



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We are permitted to disclose personal health information:

- 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/.

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#### Texas Notice - Notification of the availability of Loss Control Information/Services

Policy Number: 60514-46-49 Date: OCTOBER 01, 2024

Named Insured: WATERWOOD TOWNHOMES

\*SEE J7104 AMEND TO NAMED INS

MID-CENTURY INSURANCE COMPANY is committed to helping policyholders with their efforts to reduce the number of potential claims and losses by providing Texas Commercial Automobile liability, general liability and professional liability policyholders with loss control information and services at no additional cost.

For more information, please call Farmers Loss Control Services at 1-800-531-0450, e-mail LCHelp@farmersinsurance.com or write to:

Farmers<sup>©</sup> Business Insurance Loss Control Services 6303 Owensmouth Avenue Woodland Hills, CA 91367

You can also visit our website, www.MySafetyPoint.com, to request access to online safety information, videos, and links to loss prevention sites.





#### **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

17544-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.

17546-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

17110-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.





## Mid-Century Insurance Company (A Stock Company) Member Of The Farmers Insurance Group Of Companies®

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

### **COMMON POLICY DECLARATIONS**

Manaad	WATERWOOD TO	WNHOMES		1003/6/891-001-00	
Named Insured	*SEE J7104 AMEN			Account No.	Prod. Count
	110 NAVARRO DE	STF 200		35-31-25L	60514-46-49
Mailing Address	COLLEGE STA, TX			Agent No.	Policy Number
Form of Business	Individual Corporation	☐ Joint Venture ☐ Partnership	Limited Liability Co. Other Organization	<b>Business Descriptio</b> Condominium	n:
Policy	From1	0-26-2024	(not prior to time applied	d for)	
Period		0-26-2025		e at your mailing address s	hown above.
insurance, premiums,  This policy change.	we will renew this, rules and forms the	policy if you pay then in effect.	ontinue for successive policy ne required renewal premium to listed below and for which a prem	or each successive policy	period subject to our
Coverag	e Parts		Pre	mium After Discount	And Modification
Condomi	niums Owners Polic	су		\$220,725.00	
Directors	And Officers Liabili	ity		\$1,199.00	
Cyber Lia	ability And Data Bre	ach Expense Covera	ge	\$35.00	
Certified	Acts Of Terrorism -	See Disclosure Endo	rsement	Included	

Total (See Additional Fee Information Below)



\$221,959.00

Policy Number: 60514-46-49 Effective Date: 10-26-2024

#### 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.



7104 1st Edition

POLICY NUMBER: 60514-46-49

#### AMENDMENT OF NAMED INSURED

#### **SCHEDULE**

The following is/are	The following is/are the Named Insured(s) on this policy:				
	WATERWOOD TOWNHOMES WATERWOOD TOWNHOMES, A CONDOMINIUM HOMEOWNERS ASSOCIATION				
		·			



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.



<sub>1</sub>6300 3rd Edition

#### **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

#### **SCHEDULE**

SCHEDULE - PART I	
Terrorism Premium (Certified Acts) \$	2,198.00
Additional information, if any, concerning	g the terrorism premium:
SCHEDULE - PART II	
(Refer to Paragraph B. in this endorsement)	
•	9-
(Refer to Paragraph B. in this endorsement)	
Information required to complete this Scheo	dule, 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.





**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:

- 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
- 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.





026/016 000137 0605144649 { 4 } BNSW241001 003266



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

## POLICY DECLARATIONS - CONDO/TOWNHOME PREMIER POLICY

Named	WATERWOOD TOWNHOMES
Insured	*SEE J7104 AMEND TO NAMED INS

Mailing 110 NAVARRO DR STE 200 Address COLLEGE STA, TX 77845-8103

Policy Nu	umber 6	60514-46-49	☐ Auditable
Policy Period	From	10-26-2024	
Period	То	10-26-2025	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**

Hunter Slaton 3402 S College Ave Bryan, TX 77801 (979) 822-6000



**Policy Number:** 60514-46-49 **Effective Date:** 10-26-2024

#### 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.

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation:

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC

Abbreviation: ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

Premises Number	Bidg. No.	Covered Premises Address	Mortgagee Name And Address	
001	All	1001 Krenek Tap Rd College Sta, TX 77840-5049		

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
sustains loss or damage; and c. Business Personal Property in the open.				
			•	
		And the Administration of the Administration		



**Policy Number:** 60514-46-49 **Effective Date:** 10-26-2024

## 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	Code	Prem. Basis	Annual Exposure		Advance Premium	
1001 Krenek Tap Rd College Sta, TX 77840-5049	Condominiums / Townhomes Swimming Pool	8641 00097	Incl U	Included 1	Included Included	Included Included	
					,		
					:		
				:			



#### **Policy Forms And Endorsements Attached At Inception**

25-2110 25-6359 25-6552ED1 25-6628ED1 25-9200ED3 25-9344ED2 56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3 E2038-ED3	Notice - No Workers' Compensation Covg Notice Re Limited Excl Of Acts Of Terror Texas Notice Regarding Flood Insurance Important Information About Your Renewal Farmers Privacy Notice TX Loss Control Notice Addl Conditions - Reciprocal Provisions Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded Conditional Exclusion Of Terrorism
25-6552ED1 25-6628ED1 25-9200ED3 25-9344ED2 56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Texas Notice Regarding Flood Insurance Important Information About Your Renewal Farmers Privacy Notice TX Loss Control Notice Addl Conditions - Reciprocal Provisions Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
25-6628ED1 25-9200ED3 25-9344ED2 56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Important Information About Your Renewal Farmers Privacy Notice TX Loss Control Notice Addl Conditions - Reciprocal Provisions Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
25-9200ED3 25-9344ED2 56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Farmers Privacy Notice TX Loss Control Notice Addl Conditions - Reciprocal Provisions Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
25-9344ED2 56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	TX Loss Control Notice  Addl Conditions - Reciprocal Provisions  Cyber Liability & Data Breach Dec  Business Liab Covg - Tenants Liability  Back Up Of Sewers And Overflow Of Drains  War Liability Exclusion  Wind/Hail Percent Ded
56-5223ED5 56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Addl Conditions - Reciprocal Provisions Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
56-6191 E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Cyber Liability & Data Breach Dec Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
E0104-ED1 E0119-ED5 E0147-ED1 E0224-ED3	Business Liab Covg - Tenants Liability Back Up Of Sewers And Overflow Of Drains War Liability Exclusion Wind/Hail Percent Ded
E0119-ED5 E0147-ED1 E0224-ED3	Back Up Of Sewers And Overflow Of Drains  War Liability Exclusion  Wind/Hail Percent Ded
E0147-ED1 E0224-ED3	War Liability Exclusion Wind/Hail Percent Ded
E0224-ED3	Wind/Hail Percent Ded
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Policy Conditions
E3314-ED3	Condominium Liability Coverage Form
E3336-ED2	Hired Auto And Non-Owned Auto Liability
E3422-ED3	Condominium Property Coverage Form
E4009-ED4	Mold And Microorganism Exclusion
E6288-ED3	Exclusion - Conversion Projects
E9122-ED6	D & O Liability Covg - Condos & Co-Ops
E9126-ED5	D & O Liab - Amendement Of Exclusions
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-ED2	Change To Limits Of Insurance
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6829-ED1	Limited Coverage For Fungi And Bacteria
J6833-ED2	Condominium Premier Package End
J6849-ED2	Deductible Provisions
J7110-ED2	Exclusion Confidential Info
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
J7183-ED1	Limitation - Designated Premises/Project
J7222-ED1	Marijuana Exclusion



J7228-ED1

Drone Aircraft Coverage

Effective Date: 10-26-2024



## 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 WATERWOOD TOWNHOMES
Insured \*SEE |7104 AMEND TO NAMED INS

Policy Number 60514-46-49

Mailing 110 NAVARRO DR STE 200 Address COLLEGE STA, TX 77845-8103

Policy From: 10-26-2024

Period To: 10-26-2025 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 10/26/2013

Continuity Date: 10/26/2013

**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



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

## WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS COVERAGE FORM CONDOMINIUM COVERAGE FORM

#### **SCHEDULE\***

Location No.

Windstorm or Hail Deductible Percentage (enter 1%, 2% or 5%)

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

With respect to Covered Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

#### WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

- 1. Each building or structure that sustains loss or damage;
- 2. The building or structure and to personal property in that building or structure, if both sustain loss or damage;
- 3. Personal property at each building or structure that sustains loss or damage.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Schedule for any described premises.

#### **EXAMPLE APPLICATION OF DEDUCTIBLE:**



The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

#### Building

Step (1): \$80,000 X 2% = \$1,600

<sup>\*</sup>Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.



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## **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:

- 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
- 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.





#### 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 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.





### COSMETIC DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the:

APARTMENT OWNERS PROPERTY COVERAGE FORM CONDOMINIUM PROPERTY COVERAGE FORM **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM** 

#### **SCHEDULE**

Premises Number	Building Number				
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.				

- A. The following provision applies with respect to the building(s) identified in the Schedule above:
  - We will not pay for "cosmetic damage" caused by windstorm or hail to metal roof surfaces, "metal roof materials", or "metal exterior building surfaces" that are part of the buildings and structures.
- For purposes of this endorsement, the following definitions apply:
  - 1. "Cosmetic damage" means:

Marring, pitting or other superficial damage that has altered the exterior appearance of the metal roof surfaces, "metal roof materials", "metal exterior building surfaces", and/or their finishes, caused by windstorm or hail. This includes, but is not limited to, any disfigurement, blemish, discoloration, weathering, stretching, scratching, chipping, cracking, scorching, denting, creasing, gouging, fading, staining, tearing, oxidizing, blistering, or thinning.

- "Metal roof materials" include:
  - All metal component parts of the roof which are exposed to the weather, including those which extend above the surface of the roof, including, but not limited to all vents, vent caps, turbines and piping;
  - Any materials that are installed when repairing or replacing "metal roof materials", including, but not limited to, sheathing, decking, and flashing.
- "Metal exterior building surfaces" include:
  - HVAC unit enclosures, covered parking structures, skylights, flashings, chimney caps, siding, doors, roofs, walls, window frames and gutters.





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#### 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.





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# 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.

