

SERFF Tracking Number: FARM-125423779 State: Arkansas
First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: #? \$100
Company Tracking Number: FAR0740-107330, FAR0740-207330
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: F-AR-2008-HO-F
Project Name/Number: AR ID Fraud - J6502 -- Forms/F-07-104

Filing at a Glance

Companies: Farmers Insurance Exchange, Farmers Insurance Company, Inc.

Product Name: F-AR-2008-HO-F SERFF Tr Num: FARM-125423779 State: Arkansas
TOI: 04.0 Homeowners SERFF Status: Closed State Tr Num: #? \$100
Sub-TOI: 04.0000 Homeowners Sub-TOI Co Tr Num: FAR0740-107330, State Status: Fees verified
Combinations FAR0740-207330
Filing Type: Form Co Status: Reviewer(s): Becky Harrington,
Betty Montesi, Brittany Yielding
Authors: Anahit Bekarian, Jeanette Disposition Date: 01/22/2008
Campion, Gayane Rupchian, Mina
Villegas, Chris SalvaCruz, Edmond
Balaian, Karen Lacy
Date Submitted: 01/16/2008 Disposition Status: Approved
Effective Date Requested (New): 05/01/2008 Effective Date (New): 05/01/2008
Effective Date Requested (Renewal): 05/01/2008 Effective Date (Renewal):
05/01/2008

State Filing Description:

General Information

Project Name: AR ID Fraud - J6502 -- Forms Status of Filing in Domicile: Authorized
Project Number: F-07-104 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/22/2008
State Status Changed: 01/22/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Cover memo is attached as separate item in Supporting Document header.

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Company and Contact

Filing Contact Information

Feliksa Barran, Manager - Business Feliksa_Barran@farmersinsurance.com
 Implementation
 4700 Wilshire Blvd. (323) 932-3056 [Phone]
 Los Angeles, CA 90010

Filing Company Information

Farmers Insurance Exchange CoCode: 21652 State of Domicile: California
 4680 Wilshire Blvd. Group Code: 212 Company Type:
 Los Angeles, CA 90010 Group Name: State ID Number:
 (323) 932-3056 ext. [Phone] FEIN Number: 95-2575893

Farmers Insurance Company, Inc. CoCode: 21628 State of Domicile: Kansas
 10850 Lowell Avenue Group Code: 212 Company Type:
 Overland Park, KS 66210-1667 Group Name: State ID Number:
 (323) 932-3056 ext. [Phone] FEIN Number: 48-0609012

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 is the required filing fee amount for each filing company -- in this case, FIE & FICI -- for a total of \$100.00. Checks will be sent to DOI via DHL on 1/16/2008.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Farmers Insurance Exchange	\$0.00	01/16/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3020017608	\$50.00	12/27/2007
2561	\$50.00	01/11/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	01/22/2008	01/22/2008

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Disposition

Disposition Date: 01/22/2008
Effective Date (New): 05/01/2008
Effective Date (Renewal): 05/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover memo	Approved	Yes
Form	Identity Management Services and Identity Fraud Expenses Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Identity Management Services and Identity Fraud Expenses Coverage	J6502, 1st	11-07	Endorsement/Amendment/Conditions		50.20	Endorsement J6502, 1st ed.pdf

**IDENTITY MANAGEMENT SERVICES and
IDENTITY FRAUD EXPENSE COVERAGE**

For an additional premium, this endorsement adds the following to **SECTION I - ADDITIONAL COVERAGES:**

Identity Fraud Expense Coverage;
Resolution Service;
Credit and Public Records Monitoring Services;
Identity or Travel Document Replacement Service; and
Document Replacement Service.

Unless otherwise stated, the coverage and services are subject to all the policy terms, exclusions, deductibles and conditions.

For purposes of this endorsement only, the following definitions are added:

Account takeover - means the unauthorized takeover by a third party of one or more of an **insured's** personal accounts, including, but not limited to, deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit.

Advocacy services - means those resolution services performed by an **advocate**, including but not limited to, assisting with placing a fraud alert with the credit bureaus, placing security freezes in states that have them, notification to credit bureaus of fraud, and working to resolve **account takeover** or **identity fraud loss**. These services do not pay or reimburse fees, costs, expenses or losses to any **insured**.

Advocate - means a third party professional we retain to help an **insured** resolve the fraudulent use of their personal and financial information and restore it to pre-loss status.

Identity or travel documents - means tangible personal property in the form of cards, documents, booklets, forms, licenses or tickets which identifies an individual person or permits non-**business** travel. It includes, but is not limited to, passports and visas; governmental issued pictured identification cards; driver's license; tickets for transportation; personal credit cards, debit cards, check cards and social security cards; personal blank checks; and personal traveler's checks.

Identity fraud loss - means loss sustained by an **insured** caused by any of the following:

1. a knowing transfer or use, without lawful authority, of a means of identification of an **insured**. The transfer or use must be with intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law;
2. theft or unauthorized use of a credit, debit or fund transfer card issued to that **insured**;
3. forgery or alteration of a check or other negotiable instrument made or drawn upon an **insured's** account; or
4. acceptance in good faith by an **insured** of counterfeit United States or Canadian paper money.

Loss does not include costs and expenses.

Any act of or series of acts committed by any person(s) or in which any person(s) is involved or implicated is considered to be one loss event, even if a series of acts continues into later policy periods.

We do not cover loss:

1. arising from or in connection with any **business** engaged in by any **insured**;
2. arising from any fraudulent, dishonest or criminal act by an **insured**, any person acting in concert with an **insured**, or any authorized representative of an **insured**, regardless of whether any of these act alone or in collusion with others; or

3. arising out of use of any card, identification or information by a resident of the **residence premises** or a relative of the **insured** which enables any of the activities referenced above in items 1 through 4 defining **identity fraud loss**.

Proactive inquiry - means an inquiry from an **insured** arising from the loss or theft of nonpublic personal information of an **insured** by events including, but not limited to, the loss of a credit card, debit card, ATM card, checkbook, driver's license, or passport; or the loss of a wallet, purse or briefcase containing any of the foregoing; or receipt of a third party notice of security breach or database compromise.

For HO 00 03, HO 00 04 and HO 00 06 forms only: Words in **bold type** not defined herein are defined in the policy, although quote marks rather than bold type are used in the policy form.

Identity Fraud Expense Coverage

We will reimburse up to \$28,500 for the costs and expenses listed below. These costs and expenses must be incurred by an **insured** as the direct result of **identity fraud loss**.

For this coverage to apply:

1. the costs or expenses must be the direct result of an act which constitutes **identity fraud loss** which first commences during the policy period;
2. the act of the **identity fraud loss** must be reported to us within 90 days after the date of discovery; and
3. the costs or expenses must be incurred within 12 months after the date of discovery.

Any act of or series of acts committed by any person(s) or in which any person(s) is involved or implicated is considered to be one loss event, even if a series of acts continues into later policy periods.

Reimbursable costs and expenses are:

1. costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors, credit agencies or card issuers that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit bureaus, financial institutions or similar credit grantors or card issuer;
3. lost wages as a result of time taken off from work to:
 - a. meet with, or talk to, law enforcement agencies, credit agencies, card issuers or legal counsel;
 - b. complete fraud affidavits; or
 - c. attend legal proceedingsup to a maximum payment of \$500 per week for a maximum period of four weeks;
4. loan application fees for re-applying for a loan(s) when the original application is rejected solely because the lender received incorrect credit information;
5. reasonable attorney fees incurred for:
 - a. defense of lawsuits brought against that **insured** by merchants, card issuers or their collection agencies;
 - b. the removal of any criminal or civil judgments wrongly entered against that **insured**; and
 - c. challenging the accuracy or completeness of any information in a consumer credit report; and
6. charges incurred for long distance telephone calls to:
 - a. merchants;
 - b. law enforcement agencies, financial institutions or similar credit grantors;
 - c. credit bureaus; or
 - d. card issuersto report or discuss an **identity fraud loss** event.

We will reimburse all costs or expenses up to \$28,500. No deductible applies to this coverage.

The additional duties of the **insured** after loss are to:

1. cooperate in the investigation of the covered event and provide receipts, bills or other records that support the **insured's** claim for reimbursement under this coverage;
2. notify the police without delay. As applicable, notify the issuer of the card, credit bureau, credit reporting agency, or credit grantor. Failure to comply with the terms and conditions of the reporting requirements of the grantor of credit will void coverage for any further loss after such failure; and
3. send us within 60 days after our request, your signed, sworn statement showing evidence which states the amount and cause of loss to support your claim.

We do not cover any expense or cost under this coverage arising from:

1. any **business** pursuit of any **insured**;
2. any fraudulent, dishonest or criminal act by an **insured**, any person aiding or abetting an **insured**, or any authorized representative of an **insured**, whether any of these act alone or with others; or
3. the use of any card, identification or information by a resident of the **residence premises** or a relative of the **insured** which enables any **identity fraud loss**.

Regardless of the number of **insureds** or loss events, our total aggregate limit of insurance for Identity Fraud Expense Coverage during the policy period is limited to \$28,500.

Resolution Service

We will provide, through an **advocate, advocacy services** for an **insured** if that **insured**:

1. experiences an **identity fraud loss** or **account takeover**;
2. thinks he or she has experienced an **identity fraud loss** or **account takeover**; or
3. has a **proactive inquiry** and wants to talk to or have the assistance of an **advocate**.

The actual or perceived **identity fraud loss** or **account takeover** must be discovered and reported within the time frames set forth in **Identity fraud expense coverage**.

Any act of or series of acts committed by any person(s) or in which any person(s) is involved or implicated is considered to be one loss event, even if a series of acts continue into later policy periods. The **insured** must comply with his or her duties as set forth in **Section I - Conditions, 2. Your Duties After Loss**.

This service does not pay or reimburse fees, expenses, costs or losses to any **insured**. This service does not apply to the acceptance of counterfeit money. No deductible applies to this service.

Advocacy services are provided for an **identity fraud loss, account takeover, or proactive inquiry** for up to twelve consecutive months from the start of such services.

Each **insured** has the duty to use and maintain security for their computer system. This includes the use of passwords, firewalls and anti-virus software and the proper disposal of used hard drives or other storage media such as, but not limited to, CD ROMs, DVD ROMs, thumb drives, floppy disks or zip disks.

We do not warrant that these services will end or solve all problems related to or prevent future **identity fraud loss** or **account takeover**.

Credit and Public Records Monitoring Services

Under these services, an **advocate** will provide the **insureds** you designate with the means to electronically obtain:

1. an annual copy of those **insureds'** personal credit and public records reports; and
2. services that will monitor and alert the designated **insureds** when an inquiry or change is made to those **insureds'** credit and public records files.

This information can be used to detect fraudulent action on those **insureds'** credit and public records files. It will be sent to an email address you designate.

The public records monitoring service applies to the following public records files, where allowed by applicable state and federal law:

1. personal information such as name, age and social security number;
2. past and current addresses;
3. real property ownership;
4. automobile, watercraft, aircraft and voter registrations;
5. bankruptcies, liens, and judgments;
6. criminal convictions; and
7. drivers and professional licenses.

You must sign up for these services on an annual basis and designate up to two specific **insureds** each year, if you choose to renew these services. These services are only available for the two designated **insureds**. No deductible applies to these services.

Identity or Travel Document Replacement Service

We will have an **advocate** assist an **insured** in canceling, if necessary, and replacing existing **identity or travel documents** if:

1. they are lost, misplaced, stolen or destroyed during the policy period while away from the **residence premises**; and
2. the loss or damage of these documents prevents an **insured** from traveling.

The loss or damage must be reported within twelve months from the date of loss. Any act of or series of acts committed by any person(s) or in which any person(s) is involved or implicated is considered to be one loss event, even if a series of acts continue into later policy periods.

This service does not apply to any personal property:

1. that is not **identity or travel documents**; or
2. in which **identity or travel documents** are stored, kept or maintained.

This service does not pay or reimburse fees, costs, expenses or losses to any **insured**. This includes, but is not limited to:

1. fees, costs or expenses to replace any **identity or travel documents**;
2. fees, costs or expenses to reschedule travel as a result of a loss of **identity or travel documents**;
3. any living costs or expenses, whether incurred or not, claimed or which could be claimed:
 - a. under **COVERAGE D - LOSS OF USE**; or
 - b. while working with an **advocate** to replace **identity or travel documents**.

No deductible applies to this service.

Document Replacement Service

We will have an **advocate** assist an **insured** in replacing documents:

1. that establish an **insured's** personal identity to financial companies and governmental agencies, only if
2. those documents are damaged or destroyed in a covered loss on the **residence premises**.

This service applies to the following personal documents:

1. driver's licenses;
2. passports;
3. birth certificates, marriage certificates, or divorce decrees;
4. title documents for vehicles, real property, watercraft and personal property;
5. military discharge documents;
6. credit cards, debit cards, check cards and social security cards;
7. blank checks; and
8. traveler's checks.

This service does not apply to any documents that cannot be replaced. We are not responsible for the delays of agencies that replace these documents. This service does not pay or reimburse expenses, fees, costs or losses to any **insured**. This service is not title insurance. No deductible applies to this service.

Additional Exclusions for these Services and Coverage

These services do not apply if they arise:

1. from or are in any way connected to any **business** engaged in by any **insured**;
2. from any fraudulent, dishonest or criminal act by an **insured**, any person acting in concert with an **insured**, or any authorized representative of an **insured**, regardless of whether any of these act alone or in collusion with others; or
3. out of use of any card, identification or information by a resident of the **residence premises** or a relative of the **insured** which enables any of the activities for which services are requested.

Additional Conditions for these Services and Coverage

1. We reserve the right to change the **advocate** providing these services at our sole discretion.
2. Any **insured** seeking help under any of these services:
 - a. must cooperate with the **advocate** and us. An **insured** must permit the **advocate** to make calls on his or her behalf to resolve the loss;
 - b. if applicable, must file a fraud victim's affidavit within thirty days from the **advocate's** request; and
 - c. must be willing to prosecute the person responsible for the fraud if identified by authorities or known to the **insured**.

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

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First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: #? \$100
Company Tracking Number: FAR0740-107330, FAR0740-207330
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: F-AR-2008-HO-F
Project Name/Number: AR ID Fraud - J6502 -- Forms/F-07-104

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/22/2008

Comments:

Attachment:

P & C transmittal.pdf

Satisfied -Name: Cover memo **Review Status:** Approved 01/22/2008

Comments:

Attachment:

Cover memo.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3.	Group Name	Group NAIC #			
	Farmers Insurance Group of Companies	0212			
4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Farmers Insurance Company, Inc	KS	21628	48-0609012	0212
	Farmers Insurance Exchange	CA	21652	95-2575893	0212

5. Company Tracking Number	FAR0740-107330, FAR0740-207330
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mark Putich 4700 Wilshire Blvd. L.A. CA 90010	Contracts Manager – Home Office	(209) 834-6343	(323) 932-3950	mark.putich@farmers.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Mina A. Villegas		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	4.0 Homeowners
10.	Sub-Type of Insurance (Sub-TOI)	4.0000 Homeowners Sub-TOI Combinations
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	4.0 / 4.0000
12.	Company Program Title (Marketing title)	Homeowners Rate/Rule Revision
13.	Filing Type	[] Rate/Loss Cost [] Rules [] Rates/Rules [X] Forms [] Combination Rates/Rules/Forms [] Withdrawal [] Other (give description)
14.	Effective Date(s) Requested	New: 05/1/2008 Renewal: 05/1/2008
15.	Reference Filing?	[] Yes [X] No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	1/11/2008
19.	Status of filing in domicile	[] Not Filed [] Pending [X] Authorized [] Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

On behalf of Farmers Insurance Company Inc. and Farmers Insurance Exchange, we respectfully submit for your review and approval a Homeowners form for our existing Homeowners products.

With this submission, we propose the introduction of a new optional endorsement – “Identity Management Services and Identity Fraud Expense Coverage” – J6502, 1st Edition. This endorsement, when attached to a Special, Protector Plus, Townhouse Protector, Renters or Condominium form, allows Farmers to provide assistance to insureds when they experience an identity fraud loss, an account takeover, loss of identity and travel documents, and loss of other valuable documents. We also provide the insured with a means to track their own credit and public records.

This endorsement provides a professional to service the insured. The professional gathers and documents support for losses involving claims of identity fraud, or the loss of documents while at home or while traveling. They do not pay any fees or expenses to or on behalf of the insured, but rather assist the insured as they process the needed forms. These services will save insureds much time and confusion in times of emergency.

In addition to these professional services, this endorsement will also provide \$28,500 Identity Fraud Expense coverage.

Our targeted effective date for this proposal is May 1, 2008 for new business and renewals.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: Checks not available yet

Amount: \$100.00 for each company – FIE & FICI

Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



FARMERS

4700 Wilshire Blvd
Los Angeles, CA 90010
Bus number: (209) 834-6343
Fax number: (323) 964-8867
www.farmersinsurance.com

January 9, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

SUBJECT: Homeowners Form J6502 -- Identity Management Services and Identity Fraud Expense Coverage

Company Name	Reference #	NAIC #	Group #
Farmers Insurance Exchange	FAR0740-107330	21652	0212
Farmers Insurance Company, Inc.	FAR0740-207330	21628	0212

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Our targeted effective date for this proposal is May 1, 2008 for new business and renewals.

If you have any questions, please contact me at (209) 834-6343.

Very truly yours,
FARMERS INSURANCE GROUP OF COMPANIES

By: Mark Putich
Contracts Manager
Farmers Insurance Group