



SERVICE LEADER IN COMMERCIAL INSURANCE

**COMMERCIAL INSURANCE POLICY**

**Policy Number: 20F IA 09029**

**Insured**

Seasons at Sandpoint Association, Inc.  
424 Sandpoint Avenue  
Sandpoint, ID 83864

**Producer**

Hub International  
Northwest, LLC  
P.O. Box 3144  
Spokane, WA 99220

**Insurer**

Alaska National Insurance Company  
7001 Jewel Lake Road  
Anchorage, AK 99502

**COMMON POLICY DECLARATIONS**  
**20F IA 09029**
**Named Insured:**

 Seasons at Sandpoint Association, Inc.  
 424 Sandpoint Avenue  
 Sandpoint, ID 83864

**Producer:**

 Hub International  
 Northwest, LLC  
 P.O. Box 3144  
 Spokane, WA 99220

The insured is a corporation.

**Policy period:** From 06/01/20 to 06/01/21 at 12:01 A.M. standard time at your mailing address shown above.

**Coverages:** This policy consists of the following coverages for which a premium is indicated. This premium may be subject to adjustment.

| Coverages   | Declaration Form   | Estimated Premium       |
|---|--------------------|-------------------------|
| Commercial Inland Marine  | ANIC IM 1148 02 12 | \$264                   |
| Terrorism Risk Insurance Program<br>Reauthorization Act of 2015 |                    | 0                       |
| Deposit Premium   | \$264              | Total Estimated Premium |
|   |                    | \$264                   |

**Forms applicable to all coverages:** See ANIC IL 940 11 10, Table of Contents.

 Countersigned by Scott Lincoln (Authorized Representative)

---

**TABLE OF CONTENTS**


---

| Form Title   | Form Number        | Endorsement Number |
|--|--------------------|--------------------|
| Common Policy Declarations   | ANIC DS 500 11 10  |                    |
| Table of Contents  | ANIC IL 940 11 10  |                    |
| Commercial Inland Marine Declarations  | ANIC IM 1148 02 12 |                    |
| Schedule of Coverages Contractors' Equipment                                       | IM 7005 01 12      |                    |
| Equipment Schedule - Contractors' Equipment  | IM 7030 01 12      |                    |
| Contractors' Equipment Enhancement Endorsement                                     | ANIC IM 1219 12 18 | 1                  |
| Contractors' Equipment Coverage  | IM 7000 04 04      |                    |
| Tools Endorsement  | IM 7034 01 12      | 2                  |
| Common Policy Conditions   | CL 0100 03 99      | 3                  |
| Virus or Bacteria Exclusion  | CL 0700 10 06      | 4                  |
| Loss Payable Options   | IM 7854 04 04      | 5                  |
| Loss Payable Schedule  | IM 7902 01 12      |                    |
| Amendatory Endorsement - Idaho   | CL 0195 05 13      | 6                  |
| Certified Terrorism Loss   | CL 0600 01 15      | 7                  |
| Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Losses | CL 0605 01 15      | 8                  |
| Certified Act of Terrorism Exclusion   | CL 0610 01 15      | 9                  |
| Earth Movement, Flood, and Sewer Backup Exclusions                                 | IM 7860 11 12      | 10                 |
| Notice to Policyholders - Idaho Department of Insurance Contact Information        | PN IL 216 09 10    |                    |
| Consumer Privacy Statement   | PN 184 07 01       |                    |

**COMMERCIAL INLAND MARINE DECLARATIONS  
20F IA 09029**

**AMERICAN ASSOCIATION OF INSURANCE SERVICES (AAIS) INLAND MARINE COVERAGES**

| Coverage(s)  | Form Number(s)                                  | Estimated Premium |
|--|---|-------------------|
| <b><u>Contractors' Equipment</u></b><br>Schedule of Coverages Contractors' Equipment<br>Equipment Schedule - Contractors' Equipment<br>Contractors' Equipment Coverage | IM 7005 01 12<br>IM 7030 01 12<br>IM 7000 04 04 | \$264             |
|  | Total Estimated Premium                         | \$264             |

**Forms applicable to AAIS Inland Marine coverages:** ANIC IM 1219 12 18; IM 7034 01 12; CL 0100 03 99; CL 0700 10 06; IM 7854 04 04; IM 7902 01 12; CL 0195 05 13; CL 0600 01 15; CL 0605 01 15; CL 0610 01 15; IM 7860 11 12

**SCHEDULE OF COVERAGES  
 CONTRACTORS' EQUIPMENT  
 20F IA 09029**

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

**Property Covered**

(check one)

Scheduled Equipment (Refer to Equipment Schedule)

Schedule On File

**Catastrophe Limit** -- The most "we" pay for loss in any one occurrence is:     \$373,117    

**Coverage Extensions**

Additional Debris Removal Expenses Limit     \$25,000    

**Supplemental Coverages**

|  |                             |
|--|-----------------------------|
| Employee Tools Limit                                     | <u>    \$5,000    </u>      |
| Equipment Leased or Rented From Others Limit             | <u>    \$25,000    </u>     |
| Newly Purchased Equipment (check one)                    |                             |
| <input type="checkbox"/> Percentage of Catastrophe Limit | <u>                    </u> |
| <input checked="" type="checkbox"/> Dollar Limit         | <u>    \$250,000    </u>    |
| Pollutant Cleanup and Removal Limit                      | <u>    \$25,000    </u>     |
| Rental Reimbursement                                     |                             |
| -- Reimbursement Limit                                   | <u>    \$25,000    </u>     |
| -- Waiting Period  | <u>    72 Hours    </u>     |
| Spare Parts and Fuel Limit                               | <u>    \$10,000    </u>     |



**EQUIPMENT SCHEDULE  
 CONTRACTORS' EQUIPMENT  
 20F IA 09029**

(The entries required to complete this schedule  
 will be shown below or on the "schedule of coverages".)

---

**Equipment Schedule:**

| Item Number | Description of Equipment                      | Limit    |
|-------------|---|----------|
| 1           | 2014 XRT950EX Golf Cart w/plow (KZ1403432801) | \$13,117 |
| 2           | 2003 Golf Cart                                | \$5,000  |

---

**CONTRACTORS' EQUIPMENT ENHANCEMENT ENDORSEMENT**

---

**THIS ENDORSEMENT CHANGES THE CONTRACTORS' EQUIPMENT COVERAGE  
PLEASE READ THIS CAREFULLY**

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Any coverage provided by this endorsement is excess over any other valid and collectible insurance.

The coverages provided by this endorsement apply per occurrence and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy to which it is attached.

A. The following changes are made to **DEFINITIONS**:

1. Paragraph 3. is replaced by the following:

3. "Contractors' equipment" means machinery, equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.

"Contractors' equipment" also means:

- a. self-propelled vehicles designed and used primarily to carry mounted equipment;
- b. vehicles designed for highway use that are unlicensed and not operated on public roads;
- c. "construction trailers"; or
- d. "mobile electronic equipment".

2. The following are added to **DEFINITIONS**:

13. "Construction trailer" means "your" transportable trailer or transportable trailer of others in "your" care, custody, or control used at "jobsites" as an office or for storage.
14. "Mobile electronic equipment" means electronic equipment, including but not limited to global positioning systems, digital measuring or reading equipment, camera equipment, monitoring or tracking devices specifically designed for use in construction, surveying, installation, or related operations.

"Mobile electronic equipment" does not mean unmanned aircraft and any equipment on unmanned aircraft or personal electronic devices including, but not limited to cell phones, tablets, and laptop computers.

B. The following changes are made to **PROPERTY NOT COVERED**:

1. Paragraph 4. **Loaned Property** is replaced by the following:

4. **Loaned Property** – "We" do not cover property that "you" loan to others except as provided under Supplemental Coverages – Property Loaned to Others.

2. The following is added to **PROPERTY NOT COVERED**:

8. Mobile Electronics – "We" do not cover unmanned aircraft or personal electronic devices including, but not limited to cell phones, tablets, and laptop computers, except as provided under Supplemental Coverages – Office Contents within "Construction Trailers".

C. The following changes are made to **SUPPLEMENTAL COVERAGES**:

1. Paragraph 1. **Employee Tools** is replaced by the following:

1. **Employee Tools** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to tools owned by "your" employees.
- b. **Coverage Limitation** -- "We" only cover tools owned by "your" employees while:
  - 1) at a premises that "you" own or operate;
  - 2) at a "jobsite"; or
  - 3) in a vehicle used in "your" operations.
- c. **Limit** -- The most "we" pay in any one occurrence for loss to employee tools is the "limit" indicated on the "schedule of coverages".



2. Paragraph 2. **Equipment Leased or Rented From Others** is replaced by the following:
  2. **Equipment Leased, Rented or Borrowed From Others** --
    - a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased, rented or borrowed from others.
    - b. **Limit** -- The most "we" pay in any one occurrence for equipment leased, rented or borrowed from others is the Equipment Leased or Rented From Others "limit" indicated on the "schedule of coverages".
3. The following **SUPPLEMENTAL COVERAGES** are added:
  7. **Office Contents within "Construction Trailers"** --
    - a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to office contents within "construction trailers".
    - b. **Coverage Limitation** -- "We" only cover office contents within "construction trailers" while the "construction trailers" are at a "jobsite", in storage, or in transit.
    - c. **Limit** -- The most "we" pay in any one occurrence for office contents within "construction trailers" is \$10,000.
  8. **Continuing Rental or Lease Payments** --
    - a. **Coverage** -- In the event of a direct physical loss caused by a covered peril to covered "contractors' equipment" "you" have rented or leased, "we" pay for "your" legal liability to continue to make rental or lease payments for the rented or leased equipment after it has been lost or damaged.
    - b. **Coverage Limitations** --
      - 1) "We" only pay for "your" continuing rental or lease payments:
        - a) If "you" are contractually obligated to continue making rental or lease payments while the covered equipment is being repaired or replaced; and
        - b) until the covered equipment has been repaired or replaced.
      - 2) "We" will not pay unless every reasonable effort is made to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.
  9. **Expediting Expenses** --
    - a. **Coverage** -- In the event of a direct physical loss caused by a covered peril to covered "contractors' equipment", "we" will pay reasonable costs to expedite repair or replacement of that covered equipment, including, but not limited to overtime, night work, work on public holidays, rapid transportation for people and/or materials and extra costs of temporary repair.

- b. **Time Limitation** -- Coverage only applies from the date of direct physical loss and for such time reasonably necessary to repair, replace, or rebuild the "contractors' equipment".
  - c. **Limit** -- The most "we" pay for expediting expenses is \$5,000 in any one occurrence.
10. **Fire Department Service Charge** --
- a. **Coverage** -- "We" cover "your" liability, assumed by contract or agreement prior to the loss, for fire department service charges.
  - b. **Coverage Limitations** -- "We" only pay for:
    - 1) fire department service charges that relate to covered property; and
    - 2) charges incurred when the fire department is called to save or protect covered property from a covered peril.
  - c. **Deductible Does Not Apply** -- The deductible amount indicated on the "schedule of coverages" does not apply to fire department service charges as covered under this endorsement.
  - d. **Limit** -- The most "we" pay for "your" liability for fire department service charges is \$5,000 in any one occurrence.
11. **Recharge of Fire Extinguishing Equipment** --
- a. **Coverage** -- "We" cover "your" incurred expenses to recharge automatic fire extinguishing equipment or handheld fire extinguishing equipment.
  - b. **Coverage Limitations** -- "We" only cover "your" recharge expenses:
    - 1) for extinguishing equipment that is mounted or installed on covered equipment; and
    - 2) when extinguishing equipment is discharged to fight a fire or as a result of a covered peril
  - c. **Limit** -- The most "we" pay for "your" recharge expenses is \$5,000 in any one occurrence.
12. **Preservation of Property Expenses** --
- a. **Coverage** -- If it is necessary to move covered "contractors' equipment" to preserve it from imminent direct physical loss by a covered peril, "we" will pay "your" actual transportation to remove the "contractors' equipment" from imminent damage and temporary storage expenses.
  - b. **Limit** -- The most "we" pay for preservation of property expenses is \$10,000 in any one occurrence.
13. **Property Loaned to Others** --
- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property that "you" loan to other contractors or individuals.
  - b. **Coverage Limitation** -- "We" only cover loss to covered property "you" loan to others while the property is at a "jobsite" where "you" also operate.
  - c. **Limit** -- The most "we" pay for covered property "you" loan to others is \$50,000 in any one occurrence.
14. **Fraud and Deceit** --
- a. **Coverage** -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with covered property:
    - 1) to persons who falsely represent themselves as the proper persons to receive the property;
    - 2) by the acceptance of fraudulent bills of lading or shipping receipts; or
    - 3) as a result of or directly related to the use of any electronic data processing hardware or software.
  - b. **Limit** -- The most "we" pay for theft resulting from fraud or deceit is \$25,000 in any one occurrence.
15. **Reward for Recovery of Stolen Equipment**
- a. **Coverage** -- "We" pay a reward for information that leads to the recovery of covered property that was stolen. The recovery must involve a covered theft loss.

- b. **Limit** -- The most "we" pay for a reward for information that leads to the recovery of covered property is \$1,000 in any one occurrence.
- D. Paragraph 2.h. of **PERILS EXCLUDED** is replaced by the following:
- h. **Voluntary Parting** -- Except as provided under Supplemental Coverages – Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title or possession of any property because of any fraudulent scheme, trick or false pretense.
- E. Paragraph 2. of **WHAT MUST BE DONE IN CASE OF LOSS** is replaced by the following:
- 2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property that is in danger of being lost or damaged by a covered peril or to protect covered property that has already been damaged by a peril insured against, to avoid further loss.
    - a. **Payment of Reasonable Costs** -- "We" pay the reasonable costs incurred by "you" for necessary repairs or emergency measures, including transportation, performed solely to protect covered property:
      - 1) from further damage by a peril insured against if a peril insured against has already caused a loss to covered property; or
      - that is in imminent danger of being lost or damaged by a peril insured against as provided for and subject to the sublimit in Paragraph 12 of Preservation of Property Expenses of Supplemental Coverages.
- 2) "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against or that is not in imminent danger of being lost or damaged
- F. The following are added to **VALUATION**:
- 5. **Equipment Leased, Rented or Borrowed From Others** --
    - a. The value of equipment leased or rented from others will be your legal liability for that equipment.
    - b. The value of equipment borrowed from others will be based on the actual cash value at the time of loss (with a deduction for depreciation).
  - 6. **"Mobile Electronic Equipment"** --
    - a. **"Mobile Electronic Equipment" That Is Replaced** -- The value of "mobile electronic equipment" that is replaced will be based on the cost of replacing the "mobile electronic equipment" with new equipment that is functionally comparable to the "mobile electronic equipment" that is being replaced.
    - b. **"Mobile Electronic Equipment" That Is Not Replaced** -- The value of "mobile electronic equipment" that is not replaced will be based on the actual cash value at the time of loss (with a deduction for depreciation).

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 1

Countersigned By \_\_\_\_\_

---

**CONTRACTORS' EQUIPMENT COVERAGE**

---

**AGREEMENT**

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

**DEFINITIONS**

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Contractors' equipment" means machinery, equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.  
  
"Contractors' equipment" also means:
  - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
  - b. vehicles designed for highway use that are unlicensed and not operated on public roads.
4. "Equipment schedule" means a schedule of "contractors' equipment" that is attached to this policy and that describes each piece of covered equipment.
5. "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.

6. "Limit" means the amount of coverage that applies.
7. "Pollutant" means:
  - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
  - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
8. "Schedule of coverages" means:
  - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
  - b. declarations or supplemental declarations which pertain to this coverage.
9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

### PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

#### 1. Scheduled Equipment --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:

- 1) "your" "contractors' equipment"; and
- 2) "contractors' equipment" of others in "your" care, custody, or control.

- b. **Coverage Limitation** -- "We" only cover "your" "contractors' equipment" and "contractors' equipment" of others:

- 1) that are described on the "equipment schedule"; and
- 2) when Scheduled Equipment is indicated on the "schedule of coverages".

#### 2. Schedule On File --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:

- 1) "your" "contractors' equipment"; and
- 2) "contractors' equipment" of others in "your" care, custody, or control.

- b. **Coverage Limitation** -- "We" only cover "your" "contractors' equipment" and "contractors' equipment" of others:

- 1) that are listed in a schedule which "you" must submit to "us" and "we" keep on file, the schedule must contain a description of each item to be covered and a "limit" for each item; and
- 2) when Schedule on File is indicated on the "schedule of coverages".

### PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.

2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

3. **Leased Or Rented Property** -- "We" do not cover property that "you" lease or rent to others.

4. **Loaned Property** -- "We" do not cover property that "you" loan to others.

5. **Underground Mining Operations** -- "We" do not cover property while stored or operated underground in connection with any mining operations.

6. **Vehicles** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:

- a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
- b. vehicles designed for highway use that are unlicensed and not operated on public roads.

7. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

## COVERAGE EXTENSIONS

### Provisions That Apply To Coverage Extensions --

The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

### Debris Removal --

1. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
2. **We Do Not Cover** -- This coverage does not include costs to:
  - a. extract "pollutants" from land or water; or
  - b. remove, restore, or replace polluted land or water.
3. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
4. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

5. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

## SUPPLEMENTAL COVERAGES

### Provisions That Apply To Supplemental Coverages

-- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

### 1. Employee Tools --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to tools owned by "your" employees.

- b. **Coverage Limitation** -- "We" only cover tools owned by "your" employees while at a:
    - 1) premises that "you" own or operate; or
    - 2) "jobsite".
  - c. **Limit** -- The most "we" pay in any one occurrence for loss to employee tools is \$5,000.
2. **Equipment Leased Or Rented From Others** --
- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.
  - b. **Limit** -- The most "we" pay in any one occurrence for equipment leased or rented from others is \$25,000.
3. **Newly Purchased Property** --
- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to additional "contractors' equipment" that "you" purchase during the policy period.
  - b. **Limit** -- The most that "we" pay for any loss under this supplemental coverage is the least of the:
    - 1) actual cash value of the covered property; or
    - 2) "limit" for newly purchased property indicated on the "schedule of coverages". If no "limit" is indicated, then 30% of the Catastrophe Limit indicated on the "schedule of coverages" applies to this coverage.
  - c. **Time Limitation** -- "We" extend coverage to the additional "contractors' equipment" that "you" purchase for up to 60 days.
- 1) this policy expires;
- 2) 60 days after "you" obtain the additional "contractors' equipment"; or
- 3) "you" report the additional "contractors' equipment" to "us".
- d. **Additional Premium** -- "You" must pay any additional premium due from the date "you" purchase the additional "contractors' equipment".
4. **Pollutant Cleanup And Removal** --
- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
  - b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
  - c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".  
  
However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.
  - d. **Limit** -- The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.
5. **Rental Reimbursement** --
- a. **Coverage** -- In the event of a direct physical loss by a covered peril to "your" "contractors' equipment", "we" reimburse "you" for "your" expense to rent similar equipment while "your" equipment is inoperable.

This supplemental coverage will end when any of the following first occur:

The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this supplemental coverage.

- b. **Waiting Period** -- "We" will not reimburse "you" for the rental of equipment until after the first 72-hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss to "your" "contractors' equipment" caused by a covered peril.
  - c. **Incurred Rental Expenses** -- After the waiting period has passed, "we" will only reimburse "you" for the rental expenses that "you" actually incur.
  - d. **Coverage After Expiration Date** -- "We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.
  - e. **Coverage Limitations** -- "We" will not reimburse "you":
    - 1) if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you"; or
    - 2) for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.
  - f. **Limit** -- The most "we" reimburse "you" in any one occurrence for rental expenses is \$5,000.
6. **Spare Parts And Fuel** --
- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
    - 1) spare parts and accessories for "contractors' equipment"; and
    - 2) fluids for vehicles and "contractors' equipment"; fluids include gasoline, oil, and hydraulic fluid.
  - b. **Limit** -- The most "we" pay in any one occurrence for loss to spare parts and accessories is \$5,000.

## PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

## PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or



- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. **Criminal, Fraudulent, Dishonest Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- d. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.

But if a mechanical, structural, or electrical breakdown or malfunction results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or

- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- g. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

#### WHAT MUST BE DONE IN CASE OF LOSS

- 1. **Notice** -- In case of a loss, "you" must:
    - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
    - b. give notice to the police when the act that causes the loss is a crime.
  - 2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
    - a. **Payment of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
    - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
  - 3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
    - a. the time, place, and circumstances of the loss;
    - b. other policies of insurance that may cover the loss;
  - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  - d. changes in title of the covered property during the policy period; and
  - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- 4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
  - 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
  - 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
  - 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
  - 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
  - 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

#### VALUATION

- 1. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) unless replacement cost is indicated on the "schedule of coverages".

2. **Replacement Cost** -- The value of covered property will be based on the replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".
    - a. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
    - b. **Replacement Cost Does Not Apply Until Repair Or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
    - c. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
  3. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
  4. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
- a. **Determining The Deductible Amount** -- The deductible amount is determined by applying the percentage indicated on the "schedule of coverages" to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy.
  - b. **Two Or More Items** -- If a loss involves two or more pieces of equipment, the percentage indicated on the "schedule of coverages" will apply only to the covered property with the highest value.
  - c. **Minimum and Maximum Deductible** -- The percentage deductible will not exceed the Maximum Deductible amount and will not be less than the Minimum Deductible amount indicated on the "schedule of coverages".
4. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, "we" pay the lesser of:
    - a. the amount determined under Valuation;
    - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
    - c. the "limit" that applies to the covered property. However, the most "we" pay for loss in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages".

#### HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Flat Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence unless Percentage Deductible is indicated on the "schedule of coverages".
3. **Percentage Deductible** -- When a percentage deductible is indicated on the "schedule of coverages", "we" pay only that part of "your" loss over the deductible amount as determined below.
  5. **Coinsurance** --
    - a. **When Coinsurance Applies** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
    - b. **How We Determine Our Part Of The Loss** -- "Our" part of the loss is determined using the following steps:
      - 1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;

- 2) divide the "limit" for covered property by the result determined in b.1) above;
- 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- c. **If There Is More Than One Limit** -- If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
  - d. **If There Is Only One Limit** -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
  - e. **When Coinsurance Does Not Apply** -- Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
6. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
7. **Insurance Under More Than One Policy** --
- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
  - b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

## LOSS PAYMENT

### 1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
  - 1) pay the value of the lost or damaged property;
  - 2) pay the cost of repairing or replacing the lost or damaged property;
  - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
  - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

### 2. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
  - 1) a satisfactory proof of loss is received, and
  - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

### 3. Property Of Others --

- a. **Adjustment And Payment of Loss To Property of Others** -- Losses to property of others may be adjusted with and paid to:
  - 1) "you" on behalf of the owner; or
  - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

### REPORTING CONDITIONS

#### Equipment Leased Or Rented From Others --

If indicated on the "schedule of coverages", the following reporting conditions apply.

#### 1. Reports --

- a. **You Will Report To Us** -- Within 30 days after the end of the policy period, "you" will report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.
- b. **Cancellation** -- If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.

#### 2. Premium Computation And Adjustment --

- a. The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total equipment expenditures by the reporting rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.
- b. "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

### 3. Provisions That Affect How Much We

**Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual value of "your" expenditures for "contractors' equipment" that "you" lease or rent from others, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total expenditures "you" reported divided by "your" actual expenditures for "contractors' equipment" that "you" lease or rent from others during the reporting period.
- c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

### OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit to Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
  - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
    - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
    - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
  - a. "you" or any other insured have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein.

- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
  7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
    - a. "you" must notify "us" promptly if "you" recover property or receive payment;
    - b. "we" must notify "you" promptly if "we" recover property or receive payment;
    - c. any recovery expenses incurred by either are reimbursed first;
    - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
    - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
  8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limit" unless it is a total loss to a scheduled item. In the event of a total loss to a scheduled item, "we" refund the unearned premium on that item.
  9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.
  10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
    - a. all of the "terms" of this coverage have been complied with; and

- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

- 11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

**TOOLS ENDORSEMENT**

This endorsement changes the  
 Contractors' Equipment Coverage  
**-- PLEASE READ THIS CAREFULLY --**

(The entries required to complete this endorsement  
 will be shown below or on the "schedule of coverages".)

**SCHEDULE**

|  | <b>"Limit"</b>                   |
|--|----------------------------------|
| 1. Your Tools --   |                                  |
| a. The most "we" pay for loss to any one "tool" is:                          | <u>                  \$500</u>   |
| b. The most "we" pay in any one occurrence<br>for loss to "your" "tools" is: | <u>                  \$5,000</u> |
| <b>Deductible Amount</b> <u>          \$500</u>                              |                                  |

**ADDITIONAL DEFINITIONS**

"Tools" means equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.

**HOW MUCH WE PAY**

**Tools Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated for "tools".

**SUPPLEMENTAL COVERAGES**

1. **Your Tools** -- "We" cover direct physical loss caused by a covered peril to "your" "tools".

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 2

Countersigned By \_\_\_\_\_



---

**COMMON POLICY CONDITIONS**

---

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 3

Countersigned By \_\_\_\_\_

---

**VIRUS OR BACTERIA EXCLUSION**

---

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ THIS CAREFULLY**

**DEFINITIONS****Definitions Amended --**

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

**PERILS EXCLUDED**

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

**Virus or Bacteria --**

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
  - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. **Superseded Exclusions --** The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

**OTHER CONDITIONS****Other Terms Remain in Effect --**

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 4

Countersigned By \_\_\_\_\_

---

**LOSS PAYABLE OPTIONS**

---

**THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE  
PLEASE READ THIS CAREFULLY**

If indicated on the Loss Payable Schedule, the following conditions apply to the property described on the schedule. The following conditions apply in addition to the policy "terms" which are contained in the Inland Marine Coverage(s).

**LOSS PAYABLE**

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

**LENDER'S LOSS PAYABLE**

Any loss will be payable to "you" and the loss payee described on the schedule as interests appear. If more than one loss payee is named, they will be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

**CONTRACT OF SALE**

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 5

Countersigned By \_\_\_\_\_

**LOSS PAYABLE SCHEDULE**  
**20F IA 09029**

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

Indicate applicable provision:

- Loss Payable
- Lender's Loss Payable
- Contract of Sale

**Schedule:**

| Location Number | Address | Covered Property                 | Name and Address of Loss Payee  |
|-----------------|---------|----------------------------------|---|
|                 |         | 2014 Club Car XRT (KZ1403432801) | Summit Funding Group, Inc. ISAOA<br>4680 Parkway Dr, Ste 300<br>Mason, OH 45040 |

---

**AMENDATORY ENDORSEMENT - IDAHO**

---

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ THIS CAREFULLY**

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

**Cancellation and Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop. A cancellation requested by "you" will be effective on the later of the date requested by "you" or the date it is received by "us".

"We" may cancel or not renew this policy, or one or more of its parts, by written notice mailed to "you", at "your" last known address shown in the policy. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. Proof of mailing to "you" at the address shown in the policy is sufficient proof of notice.

If this policy has been in effect for 60 days or less, "we" may cancel for any reason.

If a policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew this policy only at the anniversary date unless one or more of the following reasons apply:

- a. nonpayment of premium;
- b. fraud or material misrepresentation made by or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. activities or omissions on "your" part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- d. a change in the risk which materially increases the risk of loss after coverage has been issued or renewed, including, but not limited to, an increase in exposure to regulation, legislation, or court decision;

e. loss or decrease of "our" reinsurance covering all or part of the risk or exposure by the policy;

f. determination by the director that the continuation of the policy would jeopardize "our" solvency or would place "us" in violation of the insurance laws of this state or any other state; or

g. violation or breach by "you" of any policy "terms" or conditions other than nonpayment of premium.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "our" notice is delivered via United States mail, this ten day period does not begin until five days after the date of postmark.

If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within 30 days of the date of cancellation, if the policy is not subject to audit, or within 60 days of the date of cancellation, if the policy is subject to audit.

If "we" decide not to renew this policy, "we" will give "you" notice of nonrenewal at least 45 days before the end of the policy period.

If "we" mail the nonrenewal notice to "you" less than 45 days before expiration, coverage will continue for 45 days after such notice is given. Any earned premium for that extended period will be calculated pro rata at the previous year's rate.

2. Under Common Policy Conditions, the following condition is added:

**Renewal** -- If "we" decide to renew this policy with:

- a. an increase in the total premium of more than 10%, which is the result of a comparable increase in premium rates;
- b. a change in the deductible;
- c. a reduction in the limits; or
- d. a reduction in coverage;

"we" will give written notice to "you", at "your" last known address shown in the policy at least 30 days before the policy expiration date. Proof of mailing to "you" at the address shown in the policy is sufficient proof of notice.

If "we" fail to give "you" 30 days advance notice of any premium or coverage changes, coverage will remain in effect for 30 days after such notice is given or until the effective date of any replacement coverage obtained by "you", whichever occurs first.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 6

Countersigned By \_\_\_\_\_

---

**CERTIFIED TERRORISM LOSS**

---

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ THIS CAREFULLY**

1. The following definitions are added.
  - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
    - 1) to be an act of terrorism;
    - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
    - 3) to have resulted in damage:
      - a) within the United States; or
      - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
    - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
    - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
  - b) "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.;
4. The following provisions are added.
  - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
    - 1) exclusions that address war, military action, or nuclear hazard; or
    - 2) any other exclusion; and

b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 7

Countersigned By \_\_\_\_\_



---

**CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES**

---

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ THIS CAREFULLY**

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

**SCHEDULE**

Certified Terrorism Loss Premium \$0 \_\_\_\_\_

Additional information, if any, concerning terrorism premium:

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury under a federal program. Under that program, the United States pays the following percentage of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain:
  - a. 85%, for insured losses occurring before January 1, 2016;
  - b. 84%, for insured losses occurring during the 2016 calendar year;
  - c. 83%, for insured losses occurring during the 2017 calendar year;
  - d. 82%, for insured losses occurring during the 2018 calendar year;

- e. 81%, for insured losses occurring during the 2019 calendar year; and
- f. 80%, for insured losses occurring on or after January 1, 2020.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed one hundred billion dollars in a calendar year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds one hundred billion dollars.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 8

Countersigned By \_\_\_\_\_

---

**CERTIFIED ACT OF TERRORISM EXCLUSION**

---

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ THIS CAREFULLY**

1. The following definition is added.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- a. to be an act of terrorism;
- b. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- c. to have resulted in damage:
  - 1) within the United States; or
  - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
- d. to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
- e. to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

2. The following exclusion is added.

**CERTIFIED ACT OF TERRORISM EXCLUSION**

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

3. The following provisions are added.

- a.. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
  - 1) exclusions that address war, military action, or nuclear hazard; or
  - 2) any other exclusion; and
- b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
  - 1) exclusions that address war, military action, or nuclear hazard; or
  - 2) any other exclusion.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 9

Countersigned By \_\_\_\_\_

---

**EARTH MOVEMENT, FLOOD, AND SEWER BACKUP EXCLUSIONS**

---

This endorsement changes  
The Inland Marine Coverage  
**PLEASE READ THIS CAREFULLY**

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

**SCHEDULE**

Indicate if applicable:

- Earth Movement Exclusion
- Flood Exclusion
- Sewer, Septic Tank, Sump, Or Drain Backup And  
Water Below The Surface Exclusion

**DEFINITIONS**

1. The following definitions are added to the Inland Marine Coverage Part to which this endorsement is attached.

a. "Earth movement" means:

1) The movement of the ground, soil, sediments, substrates, or strata whether the movement is caused by an act of nature or is manmade, including but not limited to:

- a) earthquake including aftershocks, liquefaction, or ground displacement associated with earthquake;
- b) eruption, explosion, or effusion of a volcano;
- c) shaking or ground rupture before, during or after a volcanic eruption;
- d) landslide;
- e) mine subsidence whether or not the manmade mine is currently in use; or
- f) any other ground movement, including sinking (other than "sinkhole collapse"), shifting, contraction, or rising of the ground including, but not limited to:

- (1) erosion, expansion, shrinking;
- (2) freezing or thawing;

- (3) soil compaction; and
- (4) movement caused by water under the surface of the ground

that cause cracking, settling, tilting, leaning, or shifting of covered property.

2) The movement of the ground, soil, sediments, substrates, or strata resulting from any act, error or omission including but not limited to:

- a) construction or excavation activities, regardless of whether or not occurring under covered property and regardless of whether the construction or excavation was being performed at "your" request or for "your" benefit;
- b) blasting or vibration from any source;
- c) any process for removing gas; oil; minerals; water; steam; or any other natural resource, substance, or material from below the surface of the ground including, but not limited to, hydraulic fracturing (fracking), mining, drilling, or geothermal energy extraction;

- d) water injection below the surface of the ground, whether wastewater from hydraulic fracturing or any other source or water injected into underground rock for the purpose of creating geothermal energy; or
  - e) carbon sequestration, biosequestration or any other process for removing carbon dioxide or other forms of carbon from the atmosphere and placed it in an underground reservoir, underground geologic formations or any other underground storage technique.
- b. "Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused artificially or naturally, by human or animal forces or by an act of nature. "Flood" includes, but is not limited to:
- 1) overflow of inland or tidal waters, waves, tidal waves, or tsunamis, or spray that results from any of these, all whether driven by wind or not, including but not limited to storm surge;
  - 2) unusual and rapid accumulation or runoff of surface waters from any source; or
  - 3) mudslides or mudflows if caused by:
    - a) unusual and rapid accumulation or runoff of surface waters or waves; or
    - b) currents of water exceeding anticipated cyclical levels.

2. Unless otherwise defined, the following definition is added to the Inland Marine Coverage Part to which this endorsement is attached.

"Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

"Volcanic action" does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

## ADDITIONAL PERILS EXCLUDED

If indicated on the schedule above or on the "schedule of coverages", "we" do not pay for loss or damage caused directly or indirectly by, or consisting of, one or more of the following excluded causes, events, or conditions. Such loss or damage is excluded regardless of other causes, events, or conditions that contribute in any sequence to or aggravate the loss, whether such causes, events, or conditions act to produce the loss before, at the same time as, or after the excluded causes, events, or conditions.

1. **Earth Movement** -- Any "earth movement" whether natural or manmade and regardless of cause and regardless of whether or not the cause of the "earth movement":
- a. originated at the covered property; or
  - b. was being performed at "your" request or for "your" benefit.

However, if eruption, explosion, or effusion of a volcano results in "volcanic action", "we" will pay for the loss or damage caused by that "volcanic action".

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

This exclusion does not apply to covered property while in transit if property in transit is covered under this Inland Marine Coverage Part.

2. **Flood** -- "Flood".

"We" also do not cover waterborne material carried or otherwise moved by "flood", whether or not driven by wind, including storm surge, or material carried or otherwise moved by mudslide or mudflow.

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit if property in transit is covered under this Inland Marine Coverage Part.

3. **Sewer, Septic Tank, Sump, Or Drain Backup And Water Below The Surface** --

a. Water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank, eaves trough or downspout; or

b. water or waterborne material below the surface of the ground, whether naturally or artificially occurring, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

But if sewer, drain, sump, septic tank, eaves trough, or downspout backup and water or waterborne material below the surface results in fire, explosion, or sprinkler leakage, "we" cover the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit if property in transit is covered under this Inland Marine Coverage Part.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 10

Countersigned By \_\_\_\_\_

---

**NOTICE TO POLICYHOLDERS – IDAHO DEPARTMENT OF INSURANCE CONTACT INFORMATION**

---

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0043

1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

---

## CONSUMER PRIVACY STATEMENT

---

Alaska National Insurance Company appreciates the trust that is placed in us when our company is chosen to provide insurance protection. We strive to provide quality insurance products and superior service. In engaging in the insurance buying process with us, you trust us with personal and private information. We will limit the collection and use of such information to the minimum extent necessary to manage our business effectively and deliver superior service.

We are committed to protecting your private information, and we do not sell your information to others.

Please read the following notice about how we collect and use your personal information.

### Sources of Information About You

We collect information about you from:

- The insurance application, other forms and information you or your insurance broker or agent submits to us (such as your name, address, locations of your business, social security or FEIN number, assets and past claims history).
- Your business transactions with us (such as your payrolls, revenues, premiums, policy coverage, payment history, and claims information).
- Insurance service organizations, state departments of motor vehicles, consumer reporting agencies, premium auditors or inspection services (such as your credit history, driver records, payroll, and gross income).

### Use of Information About You

We treat your information with respect and concern for your privacy. We do not disclose any non-public

personal information about our customers or former customers to anyone except as permitted by law. This may include providing information to the insurance agent who represents you, or other companies that perform support services on our behalf or to other firms that assist us in providing service for your account.

### Insurance Brokers/Agents

The insurance broker or agent representing you is not an employee of ours and is not subject to our privacy policy.

Your agent or broker may have information about you that we do not have, and may have a different policy regarding the use and protection of that information. Contact your broker or agent to learn about their privacy practices.

### Protecting Your Private Information From Unauthorized Access

We limit employee access to customer information to those employees with a legitimate business reason for such access. We will safeguard, according to strict standards of security and confidentiality, any personal information we receive about you or from you. We will permit only authorized employees, who are trained in the proper handling of our customers' personal information, to have access to that information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards.

### Medical Information

We obtain medical information only in connection with claims. We will not use or share personally identifiable medical information for any purpose other than for the administration of claims.