

# CAUSES OF LOSS-COVERAGE A AND/OR B

## WHAT WE COVER

**We** cover the described building(s) or structure(s) under Coverage A-Building and/or **business** property under Coverage B-**Business** Property when an amount of insurance for each coverage is shown in the Declarations and this form applies.

## A. COVERED CAUSES OF LOSS

When this form is attached to your policy, Covered Causes of Loss means the following:

- 1. **Fire Or Lightning-We** cover accidental direct physical loss or damage caused by fire or lightning.
- 2. **Explosion-***We* cover accidental direct physical loss or damage caused directly by explosion. This includes loss or damage caused by explosion of gas or fuel in the furnace, fire box, combustion chamber or flues. *We* do not cover loss or damage caused by:
  - a. Explosion of steam boilers, steam pipes, steam turbines or steam engines if owned, leased by or operated under the control of the *insured* unless fire or combustion results;
  - b. Shock waves caused by aircraft, known as sonic boom;
  - c. Electric arcing;
  - d. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown, except if it results from a covered cause of loss;
  - e. Water hammer:
  - f. Rupture, bursting or operating of pressure relief devices;
  - g. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - h. Rupture or bursting of water pipes.
- 3. **Windstorm Or Hail-***We* cover accidental direct physical loss or damage caused directly by windstorm or hail

We do not cover loss or damage:

- a. Caused directly or indirectly by frost, cold weather, ice other than hail, snow, or sleet, all whether wind driven or not; or
- b. To the interior of a building or structure, or to the property inside, caused by dust, rain, sand or snow, all whether wind driven or not. Loss caused by dust, rain, sand or snow is covered if these elements enter through an opening in the roof or exterior walls resulting from damage caused by the direct force of wind or hail.
- 4. **Riot Or Civil Commotion-**We cover accidental direct physical loss or damage caused by riot or civil commotion and the resulting damage from pillage and looting, where the riot or civil commotion is taking place. We also cover accidental direct physical loss or damage caused by striking employees of the owner or tenants of the buildings while occupying the insured premises.
- 5. **Aircraft-We** cover accidental direct physical loss or damage caused by impact from an aircraft, or objects falling from an aircraft, with covered property. Aircraft includes *unmanned aircraft*, spacecraft and self-propelled missiles.
- 6. **Vehicles-***We* cover accidental direct physical loss or damage caused by impact from a vehicle, or an object thrown up by a vehicle, with covered property, or with the building or structure containing the covered property.

We do not cover loss or damage caused by vehicles:

- a. Owned, leased or operated by you;
- b. Operated in the course of your business; or
- c. To fences, driveways or walks.
- 7. **Smoke-We** cover sudden accidental direct physical loss or damage caused by smoke.

We do not cover loss or damage caused by smoke from industrial operations or agricultural smudging.

- 8. **Sinkhole Collapse-***We* cover accidental direct physical loss or damage caused by sudden settlement or collapse of earth supporting the covered property. The earth settlement or collapse must result from subterranean voids created by the action of water on a limestone or similar rock formation. *We* do not pay for the cost of filling sinkholes, the sinking or collapse of land into man-made underground cavities or for the value of land.
- 9. Volcanic Action-We cover accidental direct physical loss or damage caused by volcanic action. This means airborne volcanic blast or airborne shock waves; ash, dust or particulate matter; or lava flow. All volcanic eruptions that occur within any 72-hour period will constitute a single occurrence.
  We do not cover removal of ash, dust or particulate matter that does not cause direct physical loss to the covered property.

#### **B. PROPERTY COVERAGE EXCLUSIONS**

**We** will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. For other Exclusions, Limitations and Property Not Covered which may affect **your** coverage, see Principal Coverages, Incidental Coverages, and other endorsements added to **your** policy.

- 1. **Business Interruption**-This means loss or damage resulting from the interruption of **business**.
- 2. **Civil Authority**-This means loss or damage resulting from seizure, confiscation or destruction of property, caused by the order of any civil authority. However, *we* will pay for acts of destruction ordered by government authority and taken at the time of fire to prevent its spread if the fire would be covered under this policy.
- 3. **Dishonest Or Criminal Act**-This means loss or damage resulting from any dishonest or criminal act by *you*, any of *your* partners, members, officers, directors, trustees, *employees*, agents, authorized representatives or anyone to whom *you* entrust the property for any purpose:
  - a. Acting alone or in collusion with others; or
  - b. Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees. However, theft by employees is not covered.

## 4. Earth Movement Of Any Kind-

- a. This means loss or damage resulting from:
  - 1) Any earth movement, other than sinkhole collapse, such as earthquake, landslide, mudslide or mudflow, or earth sinking, rising or shifting;
  - 2) Any other earth movement including earth sinking and earth rising or shifting arising out of, caused by or resulting from any human or animal act, or any act of nature;
  - 3) Earth movement resulting from excavation, grading or backfilling; or
  - 4) Earth movement resulting from filling of soil or any other substance.

However, if loss or damage by fire or explosion results, **we** will pay for the resulting loss or damage caused by such fire or explosion;

b. We do not cover loss or damage from volcanic eruption, explosion or effusion. However, if loss or damage by fire or volcanic action results, we will pay for the resulting loss or damage caused by such fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- 1) Airborne volcanic blast or airborne shock waves;
- 2) Ash, dust or particulate matter; or
- 3) Lava flow.

All volcanic eruptions that occur within any 72-hour period will constitute a single occurrence.

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.

5. **Electrical Damage Or Disturbance**-This means loss or damage resulting from any artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs or interferes with electrical or electronic appliances, devices, fixtures, wiring, cellular or satellite technology. Electrical, magnetic or

electromagnetic energy includes, but is not limited to:

- a. Electrical current, including arcing;
- b. Electrical charges that are produced or conducted from a magnetic or electromagnetic field;
- c. Pulse of electromagnetic energy; or
- d. Electromagnetic waves or microwaves.

If fire or explosion ensues, we will pay for the resulting loss or damage caused by such fire or explosion.

- 6. *Fungus*, Wet Rot Or Dry Rot-This means loss or damage resulting from the presence, growth, proliferation, spread or any activity of *fungus*, wet rot or dry rot. However, if *fungus*, wet rot or dry rot results from a covered cause of loss, *we* will pay for the resulting loss or damage.
- 7. **Intentional Acts**-This means loss or damage resulting from an act committed by or at the direction of an *insured*, or that an *insured* conspires to commit with another person or people, with the intent to cause a loss. This exclusion does not apply to loss or damage resulting from the use of reasonable force to protect people or property.
- 8. **Neglect**-This means loss or damage resulting from neglect by an *insured* to use all reasonable means to save covered property at and after the time of a loss. It also means neglect by any *insured* to use all reasonable means to save and preserve covered property when endangered by a covered cause of loss.
- 9. **Nuclear Clause**-This means loss or damage resulting from nuclear reaction or nuclear radiation or radioactive contamination, however caused, all whether directly or indirectly resulting from a covered cause of loss under this policy. However, if loss or damage by fire or explosion results, **we** will pay for the resulting loss or damage caused by such fire or explosion.
- 10. **Ordinance Or Law**-This means loss or damage or increased cost resulting from enforcement of any code, ordinance or law regulating the use, construction, repair or demolition of a building or other structure, including the cost of removing its debris. When required by code, ordinance or law, *we* pay to replace covered glass damaged from a covered cause of loss with safety glazing materials.
- 11. **Temperature Or Humidity**-This means loss or damage resulting from continuous or repeated seepage of water or the presence of condensation, dampness, moisture, dryness, vapor or changes in or extremes of temperatures that lasts over a 72-hour period.
- 12. **Utility Services Interruption**-This means loss or damage resulting from the failure, from any cause, of power, communication, water or other utility services supplied to the *insured premises* when the interruption of power, communication, water or other utility services:
  - a. Originates away from the insured premises; or
  - b. Originates on the *insured premises*, but, only when such failure involves equipment to supply the power, communication, water or other utility services to the *insured premises* from a source off the *insured premises*.

Failure of a utility service includes a lack of sufficient capacity, reduction in supply and brownouts.

Loss or damage caused by a power surge is also excluded when the surge would not have taken place, except for an intervening event that caused a failure of power.

However, if the failure or surge of power, communication, water or other utility services results in a covered cause of loss, *we* will pay for the resulting loss or damage.

Communication services include service relating to the internet or any electronic, cellular or satellite network.

- 13. **Virus Or Bacteria**-This means loss or damage caused by or resulting from any biological virus, bacteria, or any microorganism that can or does cause physical pain, illness or disease.
- 14. War And Military Action-This means loss or damage resulting from war, including undeclared war or civil war. War and military action also means warlike acts by a military force or military personnel in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents. War and military action also includes insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 15. Water Damage-This means loss or damage caused by:
  - a. Flood, flash flood, surface water, waves, including tidal wave or tsunami, tides, tidal water or overflow of a body of water or spray from any of these, all whether wind driven or not, including storm surge;
  - b. Mudslide or mudflow;
  - c. Water, waterborne material or sewage which backs up through sewers or drains, or is discharged

- from sewers, drains, sumps, sump pumps or related equipment;
- d. Water, waterborne material or sewage that backs up through sump basins caused by the failure of the sump pump operation;
- e. Water, waterborne material or sewage that repeatedly seeps or leaks through sewers, drains, sumps or sump pumps or related equipment into the *insured premises*.
  - When coverage is provided by this policy for accidental discharge or leakage of liquids or steam from a plumbing, heating or air conditioning system, water heater, other domestic appliance or other equipment, such coverage does not include loss resulting from accidental leakage, discharge of liquids including water, waterborne material or sewage or steam from sewers, drains, sumps, sump pumps or related equipment;
- f. The release, back up, overflow or discharge, for any reason, of water, waterborne material or sewage from a dam, levee, embankment, barrier, seawall or any other type of boundary or containment system; or
- g. Water, waterborne material or sewage, below the surface of the ground pressing on, or flowing, or seeping through:
  - 1) Buildings, foundations, walls, floors, driveways, sidewalks or other paved surfaces;
  - 2) Basements, whether paved or not;
  - 3) Swimming pools or other structures; or
  - 4) Doors, windows or other openings.

Loss from water damage is excluded under this policy from any of the causes described above regardless of if it results from natural phenomena, weather conditions, activities of humans or animals, or a combination of any of these. The loss is excluded regardless of any other causes or events that contribute to or aggravate the loss either before the loss, at the same time as the loss, or after the loss. This exclusion applies whether or not widespread damage results or if a substantial area is affected.

- However, if loss or damage by fire or explosion results, we will pay for the resulting loss or damage caused by such fire or explosion.
- 16. **Wear And Tear-**This means loss or damage caused by marring or scratching, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself, mechanical breakdown, rust, corrosion, contamination or smog. However, if loss or damage is caused by a covered cause of loss, **we** will pay for the resulting loss or damage.
- 17. **Weather Conditions**-This means loss or damage resulting from weather that contributes in any way with a cause or event otherwise excluded by this policy.

#### C. LIMITATIONS

1. **Live Animals, Birds Or Fish**-When held as *stock*, *we* will pay for loss of live animals, birds or fish only if they are killed or their destruction is made necessary, as a result of a covered cause of loss.