

# CAUSES OF LOSS-COVERAGE A

## WHAT WE COVER

## Coverage A-Building.

*We* cover the described building(s) under Coverage A- Building when a limit of insurance is shown on the Declarations and this form applies.

## A. Covered Causes of Loss.

When this form is attached to *your* policy, Covered Causes of Loss means Risks of Direct Physical Loss unless the loss is:

- 1. Excluded in Section B., Exclusions; or
- 2. Limited in Section C., Limitations; that follow.

## **B. EXCLUSIONS THAT APPLY TO YOUR POLICY.**

*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 effect *your* coverage, see Principal Coverages, Incidental Coverages, and other endorsements added to *your* policy.

- 1. Business Interruption-This means loss resulting from the interruption of business.
- 2. Civil Authority-This means loss, including seizure, confiscation or destruction of property, caused by the order of any civil authority. But *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 coverage part.
- 3. Earth Movement of any Kind-This includes:
  - a. any earth movement (other than sinkhole collapse), such as earthquake, landslide, or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, *we* will pay for that resulting loss or damage.
  - b. volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, *we* will pay for that resulting loss or damage.

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

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) 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 described property.

- 4. **Neglect**-This means 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 causes of loss not otherwise excluded.
- 5. Nuclear Clause-This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, however caused. But if loss or damage by fire results, *we* will pay for that resulting loss or damage.
- 6. Ordinance or Law-This means loss 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 breakage of glass is covered by this policy, *we* pay to replace damaged glass with safety glazing materials where required by code, ordinance or law.
- 7. **Power Interruption**-This means loss from the interruption of power or other utility services resulting from any cause, whether insured under this policy or not, if interruption takes place away from the *insured premises*. *We* pay for loss to covered property by power interruption as the direct result of damage to covered property on premises as long as such damage is not otherwise excluded.
- 8. **Temperature-Humidity**-This means loss resulting from dampness, dryness, or changes in or extremes of temperature.

- 9. War-This means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- 10. Water Damage-This means loss caused by:
  - a. flood, surface water, waves, tides, tidal water or overflow of a body of water or spray from any of these all whether wind driven or not;
  - b. water which backs up through sewers or drains;
  - c. water below the surface of the ground pressing on or flowing or seeping through:
    - 1) foundations, walls, floors or paved surfaces;
    - 2) basements, whether paved or not; or
    - 3) swimming pools or other structures.
    - But if loss or damage by fire or explosion results we will pay for that resulting loss or damage.
- 11. Wear and Tear-This includes 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, wet or dry rot, corrosion, mold, contamination or smog. But if loss or damage is caused by the *specified causes of loss*, or building glass breakage results, *we* will pay for that resulting loss or damage.
- 12. **Dishonest or Criminal Act**-This means loss caused by or resulting from any dishonest or criminal act by *you*, any of *your* partners, employees, directors, trustees, 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; but theft by employees is not covered.

- 13. Freezing-We do not pay for loss by freezing if the building is vacant, unoccupied (including temporary absence) or under construction and unoccupied unless the *insured* takes reasonable care to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and completely empty liquids from any plumbing, heating or air-conditioning system, water heater or domestic appliance.
- 14. Artificially Generated Electric Current-We do not pay for loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated. If fire ensues, we will only pay for the loss caused by such fire.
- 15. Water Damage-We do not pay for loss caused by repeated or continuous discharge, or leakage of liquids or steam from within a plumbing, heating or air-conditioning system, or other equipment. Except as provided above, we pay for loss caused by the accidental leakage, overflow or discharge of liquids or steam from a plumbing, heating or air-conditioning system, or other equipment. We also pay the reasonable cost of removing and replacing those parts of the building necessary to make repairs. We do not pay for loss to the system or appliance/equipment from which the liquid or steam escapes.
- 16. Freezing, Thawing, Pressure or Weight of Ice or Water-We do not pay for loss to: swimming pools, fences, retaining walls, septic tanks, piers, wharves, foundations, patios, and paved areas caused by freezing, thawing, or pressure or weight of ice or water whether wind driven or not.
- 17. Buildings or Structures in the Process of Construction-We do not cover buildings or structures in the process of construction, including materials and supplies, unless loss is caused by fire, lightning, windstorm, hail, aircraft, vehicles, smoke, explosion, riot or civil commotion or vandalism.

## *We* do not cover:

Buildings or structures undergoing alterations, repairs, installations or servicing, including materials and supplies, if loss or damage is caused by operations or work being performed on the buildings or structures unless loss is caused by a cause of loss that is not otherwise excluded. In such event, *we* are liable for only the ensuing loss.

- 18. Explosion-We do not pay for loss caused by explosion to:
  - a. steam boilers, steam pipes, steam turbines or steam engines if owned, leased by or operated under *your* control;
  - 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;
  - e. water hammer;
  - f. rupture or bursting of water pipes;
  - g. rupture, bursting or operating of pressure relief devices; or

h. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.

But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage.

*We* will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases or combustion pass.

- 19. Pollutants/Smoke-We will not pay for loss or damage caused by or resulting from any of the following:
  - a. release, discharge or dispersal of contaminants or pollutants;
  - b. smoke, vapor or gas from agricultural smudging or industrial operations.
- 20. Settling, Cracking, Shrinking, Bulging or Expanding-We do not pay for loss caused by or resulting from settling, cracking, shrinking, bulging or expanding of pavements, footings, foundations, walls, ceilings or roofs. We will pay for any resulting loss caused by *specified causes of loss*.
- 21. Animals-We do not pay for loss caused by or resulting from animals, including rodents, insects and birds. We will pay for any resulting loss caused by *specified causes of loss*.
- 22. Defects, Errors and Omissions-We do not pay for loss which results from one or more of the following:
  - a. an act, error or omission (negligent or not) relating to:
    - (1) design, specification, construction, workmanship or installation;
    - (2) planning, zoning, development, surveying, siting, grading or compaction;
    - (3) maintenance of property (including land, structures or improvements); or
    - (4) materials used in repair, construction, renovation or remodeling whether on or off the premises; or
    - (5) land use.
  - b. a defect, a weakness, the inadequacy, a fault or unsoundness in materials used in construction or repair, whether on or off premises.

We will cover any resulting loss caused by a cause of loss not otherwise excluded.

## DEFINITIONS

*Specified Causes of Loss*-shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail, vandalism, leakage or accidental discharge from automatic fire protective systems.

#### C. Limitations

- 1. We will not pay for loss of or damage to:
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But *we* will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless the building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters. However, *we* pay for loss or damage to the covered building which results from the thawing of snow, sleet or ice on the building or structure.
- 2. Breakage of Glass-We do not cover breakage of glass including lettering, etching or ornamentation for an amount greater than \$100 per plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter, nor for more than \$500 in any one occurrence.

These limitations do not apply if loss is caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, *explosion*, or riot or civil commotion.