



CAUSES OF LOSS-COVERAGE B

WHAT WE COVER

We cover the described **business** property under Coverage B-**Business** Property when an amount of insurance 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 accidental direct physical loss or damage unless the loss or damage is otherwise excluded or limited by **your** policy.

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. **Acts Or Decisions**-This means loss or damage resulting from an act or decision, including the failure to act or decide of any person, group, organization or government body. However, if a covered cause of loss results from any of these, *we* will pay for the resulting loss or damage from the covered cause of loss.
2. **Animals**-This means loss or damage resulting from animals, including but not limited to, rodents, skunks, raccoons, vermin, insects, bats and birds. *We* will pay for the resulting loss caused by one of the **specified causes of loss**.
3. **Business Interruption**-This means loss or damage resulting from the interruption of **business**.
4. **Business Property In The Open**-*We* do not pay for loss to **business** property in the open caused by rain, snow, ice or sleet.
5. **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.
6. **Defects, Errors And Omissions**-This means loss or damage to any merchandise, goods or other product caused by or resulting from defects, errors or omissions by any person or entity in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. However, if a covered cause of loss results from any of these, *we* will pay for the resulting loss or damage from the covered cause of loss.
7. **Delay, Loss Of Use Or Loss Of Market**-*We* do not pay for loss resulting from delay, loss of use, or loss of market.
8. **Disappearance**-*We* do not pay for loss resulting from unexplained or mysterious disappearance of property, when there is no physical evidence to explain what happened to the property, or the only evidence is a shortage discovered on taking inventory.
9. **Discharge Or Leakage**-This means loss or damage resulting from repeated or continuous discharge, or leakage of liquids or steam from within a plumbing, heating or air conditioning system, appliance, or other equipment.

However, *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, appliance or equipment from which the liquid or steam escapes. Sumps, sump pumps or

related equipment are not considered part of a plumbing, heating or air conditioning system, nor are these considered to be an appliance.

We do not pay for loss to sumps, sump pumps or related equipment.

10. **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.

11. **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.

12. **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.

13. **Explosion**-This means loss or damage resulting from the explosion of:

- 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, bursting or operating of pressure relief devices; or
- g. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.

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

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.

14. **Freezing**-This means loss or damage from freezing of water, or other liquid or substance that leaks, flows or otherwise escapes from any plumbing, heating or air conditioning system, automatic sprinkler system, water heater, other domestic appliance or other equipment, if the building is vacant or unoccupied, including temporary absence; or under construction and unoccupied. This exclusion, and exclusions for Temperature Or Humidity and Weather Conditions in this form do not apply to freezing of any plumbing, heating or air conditioning system, automatic sprinkler system, water heater, other domestic appliance or other equipment while contained inside of a covered building if the *insured* has taken 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, automatic sprinkler system, water heater, other domestic appliance or other equipment.
15. **Freezing, Thawing, Pressure Or Weight Of Ice Or Water**-This means loss or damage to: swimming pools, fences, retaining walls, septic tanks, piers, wharves, docks, foundations, patios, and paved areas caused by freezing, thawing, heaving, pressure or weight of snow, ice or water, whether wind driven or not.
16. **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 one of the *specified causes of loss*, *we* will pay for the resulting loss or damage.
17. **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.
18. **Machines And Machinery**-*We* do not pay for loss or damage to machines or machinery caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.
19. **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.
20. **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.
21. **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.
22. **Pollutants**-This means loss or damage resulting from any of the following:
 - a. Release, seepage, migration, escape, discharge or dispersal of contaminants or *pollutants*; or
 - b. Smoke, vapor or gas from agricultural smudging or industrial operations.
23. **Settling, Cracking, Shrinking, Bulging Or Expanding**-This means loss or damage caused by or resulting from settling, cracking, shrinking, bulging or expanding of pavements, patios, footings, foundations, walls, floors, roofs or ceilings. *We* will pay for the resulting loss caused by one of the *specified causes of loss*.
24. **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.
25. **Theft**-*We* do not pay for loss caused by *theft*, including but not limited to attempted *theft*, burglary and robbery, unless ensuing loss occurs from a covered cause of loss. In that event, *we* shall be liable for only the ensuing loss. This exclusion does not apply to direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion.
26. **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.

27. **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.
28. **Voluntary Parting**-*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.
29. **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.
30. **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.

31. **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 one of the *specified causes of loss*, *we* will pay for the resulting loss or damage.

32. **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. For loss or damage to the following types of property, the only covered causes of loss that apply are the *specified causes of loss*.
 - a. **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 *specified cause of loss*.
 - b. **Glassware, Statuary, Marbles, Porcelains And Other Articles Of A Fragile Or Brittle Nature**-*We* will pay for loss or damage to glassware, statuary, marbles, porcelains and other articles of a fragile or brittle nature, if broken.

This limitation does not apply to:

 - 1) Containers of property held as *stock*, or sold but not delivered; or
 - 2) Lenses of photographic or scientific instruments.
 - c. **Trees, Plants, Shrubs Or Lawns**-When held as *stock*, *we* will pay for loss or damage to trees, plants, shrubs or lawns.
2. **Business Property Inside A Building Or Structure**-*We* do not pay for loss or damage to *business* property inside a building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust whether wind driven 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 *business* property inside which results from the thawing of snow, sleet or ice on the building or structure.

D. DEFINITIONS

The following definition applies to this policy form:

1. **Specified causes of loss** means accidental direct physical loss or damage by the following:
 - a. Fire Or Lightning;
 - b. Explosion;
 - c. Windstorm Or Hail;
 - d. Riot Or Civil Commotion;
 - e. Aircraft;
 - f. Vehicles;
 - g. Smoke;
 - h. Vandalism;
 - i. Sinkhole Collapse;
 - j. Volcanic Action;
 - k. Falling Objects;
 - l. Weight Of Ice, Snow Or Sleet;
 - m. Collapse Of A Building Or Any Part Of A Building; and
 - n. Accidental Discharge Of Water Or Steam.