CAUSES OF LOSS--COVERAGE A

WHAT *WE* COVER

Coverage A – Building.
We cover the described building(s) or structure(s) under Coverage A—-Building when a limitan amount of insurance is shown onin 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 Lossaccidental direct physical loss or damage unless the loss or damage is: otherwise excluded or limited by ***your*** policy.

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

B. PROPERTY COVERAGE 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 effectaffect ***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. 21. **Animals**-***We*** do not pay forThis means loss caused by or damage resulting from animals, including but not limited to, rodents, skunks, raccoons, vermin, insects, bats and birds. ***We*** will pay for anythe 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. **Civil Authority**-This means loss, including or damage resulting from seizure, confiscation or destruction of property, caused by the order of any civil authority. ButHowever, ***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. policy.

225. **Defects, Errors And Omissions**-***We*** do not pay for This means loss which resultsor damage resulting 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. aA 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.

   c. To any merchandise, goods or other product caused by or resulting from error or omission 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

© 2016 URB®

from the covered cause of loss.

6. ~~15. *Water Damage*~~ **Discharge Or Leakage**-~~*We* do not pay for loss caused by~~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.

~~Except as provided above~~ 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 ~~or~~, 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.

7. **Dishonest Or Criminal Act**-This means loss ~~caused by~~ or damage resulting from any dishonest or criminal act by ***you***, any of ***your*** partners, ~~employees~~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***~~; but~~. However, ***theft*** by ***employees*** is not covered.

~~3~~8. **Earth Movement Of Any Kind**-
   a. This ~~includes~~means loss or damage resulting from:
      ~~a.~~ 1) Any earth movement ~~(~~,other than sinkhole collapse~~),~~, such as earthquake, landslide, mudslide or mudflow, or earth sinking, rising or shifting~~. But~~;
      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 ~~that~~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. ~~But~~However, if loss or damage by fire~~, building glass breakage~~ or volcanic action results, ***we*** will pay for ~~that~~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:
      ~~(a~~1) Airborne volcanic blast or airborne shock waves;
      ~~(b~~2) Ash, dust or particulate matter; or
      ~~(c~~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 ~~described~~covered property.

~~14.~~ 9. ~~*Artificially Generated Electric Current*~~ **Electrical Damage Or Disturbance**-~~*We* do not pay for~~ This means loss or damage resulting from any artificially generated electrical ~~injury or disturbance to~~, magnetic or electromagnetic energy that damages, disturbs or interferes with electrical or electronic appliances, devices, fixtures ~~or wiring caused by electrical currents artificially generated.~~, 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 ~~only~~ pay for the resulting loss or damage caused by such fire or explosion.

~~18~~10. **Explosion**-~~*We* do not pay for~~This means loss ~~caused by~~or damage resulting from the explosion ~~to:~~ 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

© 2016 URB®

breakdown;

e. Water hammer;

f. ~~rupture or bursting of water pipes;~~

~~g.~~ Rupture, bursting or operating of pressure relief devices; or

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

~~But~~However, if loss or damage by fire or combustion explosion results, ***we*** will pay for ~~that~~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 ~~of~~or combustion pass.

~~13~~11. **Freezing**-~~*We* do not pay for~~ This means loss ~~by~~ 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 ~~unless~~. 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*** ~~takes~~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 ~~or~~, other domestic appliance or other equipment.

~~16~~12. **Freezing, Thawing, Pressure Or Weight Of Ice Or Water**-~~*We* do not pay for~~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, ~~or~~heaving, pressure or weight of snow, ice or water, whether wind driven or not.

13. ***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.

14. **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.

~~4~~15. **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 ~~causes~~a covered cause of loss ~~not otherwise excluded.~~.

~~5~~16. **Nuclear Clause**-This ~~policy does not cover~~means loss or damage ~~caused by~~resulting from nuclear reaction or nuclear radiation or radioactive contamination, however caused~~. But~~, 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 ~~that~~the resulting loss or damage~~.~~ caused by such fire or explosion.

~~6~~17. **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 ~~breakage of glass is covered by this policy~~required by code, ordinance or law, ***we*** pay to replace covered glass damaged ~~glass~~from a covered cause of loss with safety glazing materials ~~where required by code, ordinance or law~~.

18. 19. ***Pollutants*** ~~***/Smoke* *We* will not pay for***~~ This means loss or damage ~~caused by or~~ resulting from any of the following:

a. ~~release,~~ Release, seepage, migration, escape, discharge or dispersal of contaminants or ***pollutants***; or

b. ~~smoke~~Smoke, vapor or gas from agricultural smudging or industrial operations.

19. 20. **Settling, Cracking, Shrinking, Bulging Or Expanding**-~~*We* do not pay for~~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 ~~or roofs~~. ***We*** will pay for ~~any~~the resulting loss caused by one of the ***specified causes of loss***.

~~8.~~ 20. **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

© 2016 URB®

extremes of ~~temperature~~temperatures that lasts over a 72-hour period.

21. ~~7. ***Power*~~ **Utility Services Interruption**-This means loss ~~from the interruption of power or other utility services~~ or damage resulting from the failure, from any cause, ~~whether insured under this policy or not, if interruption takes place~~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***~~. ***We*** pay for loss to covered property by power interruption as the direct result of damage to covered property~~; or

b. Originates on the ***insured premises*** ~~as long as~~, but, only when such ~~damage is not otherwise excluded~~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.

22. **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.

23. **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.

24. **War And Military Action**-This means loss or damage resulting from war, including undeclared war~~,~~ or civil war~~, insurrection, rebellion, revolution,~~. War and military action also means warlike ~~act~~acts by a military force or military personnel~~, or destruction, seizure or use of property for a military purpose. It includes any consequence of~~ 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. ~~Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.~~

~~10~~25. **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, ~~water~~ below the surface of the ground pressing on, or flowing, or seeping through:

1) Buildings, foundations, walls, floors ~~or~~, driveways, sidewalks or other paved surfaces;
2) Basements, whether paved or not; ~~or~~
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

© 2016 URB®

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 ~~that~~the resulting loss or damage caused by such fire or explosion.

~~11~~26. **Wear And Tear**-This ~~includes~~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, ~~wet or dry rot,~~ corrosion, ~~mold,~~ contamination or smog. ~~But~~However, if loss or damage is caused by one of the ***specified causes of loss***, ~~or building glass breakage results,~~ ***we*** will pay for ~~that~~the resulting loss or damage.

27. **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.

~~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.~~

C. LIMITATIONS

1. ***We*** will not pay for loss of or damage to:
   a. **Steam Systems**-This includes steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. ~~But~~However, ***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 Systems**-This includes 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. **Building Interior**-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~~covered cause of ~~Loss~~loss to its roof or exterior walls through which the rain, snow, sleet, ice, sand or dust enters. However, ***we*** pay for loss or damage to the covered building or structure 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.~~

D. 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.~~

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;

© 2016 URB®

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.

© 2016 URB®