CAUSES OF PROPERTY LOSS

SECTION I - LOSSES WE COVER
(COMPREHENSIVE PERILS)

LOSS DEDUCTIBLE CLAUSE

We will pay only when a loss exceeds the deductible amount shown in the Declarations. We will pay only that part of the loss over such stated deductible.

COVERAGE A - DWELLING
COVERAGE B - PRIVATE STRUCTURES
COVERAGE C - PERSONAL PROPERTY

We will pay for sudden and accidental direct physical loss or damage to the property described in Coverages A, B and C, except as excluded in SECTION I - LOSSES WE DO NOT COVER.

SECTION I - BROAD NAMED PERILS

Whenever Broad Named Perils is referred to in this policy, the following causes of loss will apply for sudden and accidental direct physical loss.

Under the named perils listed below, we do not cover loss or damage, no matter how caused, to the property which results directly or indirectly from fungus and mold. There is no coverage for loss which, in whole or part, arises out of, is aggravated by, contributed to by acts or omissions of persons, or results from fungus and mold. This exclusion applies regardless of whether fungus and mold arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may be otherwise covered by this policy, except as granted under SECTION I - ADDITIONAL COVERAGES for Fungus and Mold Remediation.

1. Fire or Lightning
2. Windstorm or Hail
   We do not pay for loss to the interior of a building or to personal property inside, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the opening.
   We do not pay for loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. We do cover canoes and rowboats on the residence premises.
3. Explosion
4. Riot or Civil Commotion
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles
7. Smoke, if the loss is sudden and accidental including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.
   We do not pay for loss caused by smoke from agricultural smudging or industrial operations.
8. Vandalism or Malicious Mischief
   We do not pay for any loss caused by any act committed in the course of the vandalism or malicious mischief including any ensuing loss or fire if the residence was vacant for more than 30 consecutive days immediately prior to the loss. A residence premises being constructed is not considered vacant.
9. Theft, or attempted theft, including loss of property from a known place when it is likely that a theft has occurred.
   We do not pay for loss caused by theft:
   A. if committed by you or by any person regularly residing on the residence premises;
   B. in or from a dwelling under construction or materials and supplies for use in construction, until the dwelling is completed and occupied; or
   C. from any part of the residence premises rented by you to others.
   We do not pay for loss caused by theft that occurs away from the residence premises of:
   A. property while in any other residence owned, rented to or occupied by you, except while you are temporarily residing there. Coverage is provided for a student's property while at a premises away
CAUSES OF PROPERTY LOSS

SECTION I - LOSSES WE DO NOT COVER

1. We do not insure under any Section I coverage for any loss which would not have happened in the absence of one or more of the following excluded events. We do not insure for any such loss regardless of:
   (a) the cause of the excluded event;
   (b) other causes of the loss; or
   (c) whether such causes acted at the same time or in any other sequence with the excluded event to produce or contribute to the loss.

These exclusions apply whether or not the excluded event results in widespread damage or affects a substantial area. The excluded events are listed below.

   A. Watercraft of all types including its furnishings, equipment and outboard motors; or
   B. Trailers and campers.

10. Falling Objects
    We cover loss to personal property inside a building only if the falling object first damages the exterior walls or roof. Damage to the falling object itself is not covered.

11. Weight of Ice, Snow or Sleet
    We do not cover loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

12. Discharge or Overflow of Water or Steam
    From within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance. The loss must be sudden and accidental. With regard to your property covered under Coverage A or Coverage B, we also will pay to tear out and replace any part of a building or other structure on the residence premises but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the residence premises.
    We do not pay for loss:
    A. to the system or appliance from which the water or steam escapes;
    B. caused by or resulting from freezing under this peril;
    C. caused by water which backs up through sewers or drains;
    D. caused by water which overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from the foundation area;
    E. caused by water which overflows from a roof drain, gutter, downspout or similar fixtures or equipment; or
    F. on the residence premises if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

13. Rupturing, Cracking, Burning or Bulging
    Of a steam or hot water heating system, an air-conditioning or automatic fire protective sprinkler system, or an appliance for heating water. The loss must be sudden and accidental.
    We do not pay for loss caused by or resulting from freezing under this peril.

14. Freezing
    Of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a domestic appliance.
    We do not pay for loss on the residence premises while the dwelling is unoccupied, unless you have used reasonable care to maintain heat in the building or have shut off the water supply and drained the water from all plumbing and appliances. However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply. For this provision, a plumbing system or domestic appliance does not include a roof drain, gutter, downspout, or similar fixtures or equipment.

15. Sudden and Accidental Damage from Electrical Currents Artificially Generated
    To electrical appliances, devices, fixtures and wiring.

16. Breakage of Glass or Safety Glazing Material
    We will pay for direct physical loss to covered property caused by the breakage of glass or safety glazing material which is part of a building, window or door on the residence premises.
    We do not pay for loss if the dwelling was vacant for more than 30 consecutive days immediately prior to the loss. A dwelling being constructed is not considered vacant.

SECTION I - LOSSES WE DO NOT COVER

1. We do not insure under any Section I coverage for any loss which would not have happened in the absence of one or more of the following excluded events. We do not insure for any such loss regardless of:
   (a) the cause of the excluded event;
   (b) other causes of the loss; or
   (c) whether such causes acted at the same time or in any other sequence with the excluded event to produce or contribute to the loss.

These exclusions apply whether or not the excluded event results in widespread damage or affects a substantial area. The excluded events are listed below.
A. **Intentional Loss**, meaning any loss arising out of any intentional or criminal act committed:
   1. by **you** or at your direction; and
   2. with the intent to cause a loss.
   This exclusion applies regardless of whether you are actually charged with or convicted of a crime.

   In the event of such loss, no one defined as you or your is entitled to coverage, even people defined as you or your who did not commit or conspire to commit the act causing the loss.

B. **Pollution**, meaning loss or damage to property which results directly or indirectly from:
   1. discharge, dispersal, release or escape of pollutants or contaminants, including damage caused by chemicals in the soil and loss resulting from the release of toxic materials or other pollutants or contaminants, no matter how caused;
   2. discharge, dispersal, release or escape of fuel oil and other petroleum products; or
   3. smog; smoke from agricultural smudging or industrial operations.

   However, we pay for direct loss that ensues after pollution. We pay for such ensuing loss only if caused by fire, smoke that is not from agricultural smudging or industrial operations, explosion, glass breakage, or water damage not specifically excluded in this policy. If a covered water loss follows, we will pay the cost of tearing out and replacing any part of the building necessary to repair the plumbing or appliance, but we do not cover loss to the plumbing or appliance from which the water escaped.

C. **Lead Exposure**, meaning loss or damage to the residence premises or any property owned, rented or controlled by you (including private structures and private approaches), which result directly or indirectly from the presence of lead. We do not pay for any costs or expenses incurred or loss arising out of:
   1. the abatement, neutralization, cleanup, removal, repair, refurbishing or treatment of:
      a. lead;
      b. property containing lead;
      c. soil, or earth containing lead;
      d. water, pipes or plumbing containing lead;
      e. paint, putty, dust or plaster containing lead; or
      f. any other product or substance containing lead; or
   2. any government directive, law, regulation, request, requirement or mandate to remove, clean up, test, monitor, abate, contain, neutralize or treat:
      a. lead;
      b. property containing lead;
      c. soil, or earth containing lead;
      d. water, pipes or plumbing containing lead;
      e. paint, putty, dust or plaster containing lead; or
      f. any other product or substance containing lead.

D. **Water damage**, meaning any loss caused by, resulting from, contributed to or aggravated by:
   1. flood, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind;
   2. water or water-borne material which backs up through sewers or drains, or which overflows or is discharged from a sump pump, sump pump well or other system designed to remove subsurface water which is drained from the foundation area; or
   3. water or water-borne material below the surface of the ground, including water which exerts pressure on, or flows, seeps or leaks through any part of a building, sidewalk, foundation, driveway, swimming pool or other structure or water which causes earth movement.
   This exclusion applies whether or not the water damage is caused by or results from human or animal forces or any act of nature.

   However, we pay for direct loss that ensues after water damage if caused by fire, theft or explosion and then we pay for only the ensuing loss.

   Water damage to property described in Coverage C away from a premises or location owned,
rented, occupied or controlled by you is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by you is excluded even if weather conditions contribute in any way to produce the loss.

E. Earth Movement, meaning any loss caused by, resulting from, contributed to or aggravated by events that include, but are not limited to:

1. earthquake and earthquake aftershocks;
2. volcanic eruption and volcanic effusion;
3. sinkhole;
4. subsidence;
5. mudslide including landslide, mudflow, debris flow, avalanche or sediment;
6. erosion or excavation collapse;
7. the sinking, rising, shifting, expanding, bulging, cracking, settling or contracting of the earth, soil or land; and
8. volcanic explosion and lava flow, except as granted under SECTION I - ADDITIONAL COVERAGES for Volcanic Action.

This exclusion applies whether or not the earth movement is combined with water or caused by or results from human or animal forces or any act of nature.

However, we pay for direct loss that ensues after earth movement if caused by fire, explosion other than explosion of a volcano, theft, or breakage of glass or safety glazing material and then we pay for only the ensuing loss.

F. Ordinance or Law, meaning enforcement of any ordinance or law regulating the construction, repair, demolition or zoning of buildings, unless specifically provided under this policy.

G. Power Failure, meaning the failure of power or other utility service if the failure takes place off the residence premises, except as granted under SECTION I - ADDITIONAL COVERAGES for Emergency Living Expense. If a loss we pay for ensues on the residence premises, we pay for only the ensuing loss.

H. Neglect by you to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a peril insured against.

I. Nuclear Action, meaning nuclear reaction, discharge, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by nuclear action is not considered a loss caused by fire, explosion or smoke.

However, we pay for direct loss that ensues after nuclear action if caused by fire and then we pay for only the ensuing loss.

J. Governmental Action, including war, undeclared war, civil war, rebellion, insurrection, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Governmental Action also includes loss arising out of risks of contraband or illegal transportation or trade and loss due to order of any civil authority except:

1. conditions we insure under Prohibited Use of SECTION I - ADDITIONAL COVERAGES for Loss of Use; or
2. acts of destruction during a fire to prevent it from spreading as long as the fire was not caused by any peril excluded by this policy.

2. We do not insure under Coverage A and Coverage B for any loss consisting of one or more of the items below. However, we pay for any ensuing loss unless the ensuing loss is itself excluded by any other provision in this policy. Further, we do not insure for loss described in Exclusion 1. above and Exclusions 3. and 4. below regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss. The items are:
We do pay for any direct loss that follows items A. through H. to property described in Coverages A, B and C not otherwise excluded or excepted in this policy and then we pay for only the ensuing loss. If a covered water loss follows, we will pay the cost of tearing out and replacing any part of the building necessary to repair the plumbing or appliance, but we do not cover loss to the plumbing or appliance from which the water escaped.

A. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault;
B. defective, inadequate, faulty or unsound:
   1. planning, zoning, development, surveying, siting;
   2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
   3. materials used in repair, construction, renovation or remodeling; or
   4. maintenance;
   of any property whether on or off the residence premises. Property includes land, structures or improvements of any kind; and
C. weather conditions.

However, this exclusion only applies if weather conditions contribute in any way with an excluded event or cause of loss to produce the loss.

3. We do not cover loss or damage to the property described in Coverage A, Coverage B and Coverage C which results directly or indirectly from any of the following:

A. wear and tear, marring, scratching, aging, deterioration, corrosion, rust, mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

B. fungus and mold. There is no coverage for loss which, in whole or part, arises out of, is aggravated by, contributed to by acts or omissions of persons, or results from fungus and mold. This exclusion applies regardless of whether fungus and mold arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may be otherwise covered by this policy, except as granted under SECTION I - ADDITIONAL COVERAGES for Fungus and Mold Remediation;

C. settling, cracking, shrinking, bulging, or expansion of bulkheads, pavements, patios, foundations, footings, supports, walls, floors, roofs, or ceilings;

D. animals owned or kept by you or any person regularly residing on the premises;

E. birds, vermin, rodents or insects;

F. theft in or from the residence premises while under construction, or of materials and supplies for use in the construction, until the residence premises is completed and occupied;

G. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a domestic appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion does not apply if you have used reasonable care to maintain heat in the building or if you shut off the water supply and drained the plumbing and appliance of water. However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For this provision, a plumbing system or domestic appliance does not include a roof drain, gutter, downspout, or similar fixtures or equipment;

H. freezing, thawing or pressure or weight of water, snow or ice, whether driven by wind or not, to a swimming pool including filtration, heating and circulation systems, fence, driveway, roadway, walkway, pavement, patio, foundation, footing, retaining wall, bulkhead, pier, wharf or dock; or

I. pressure from or presence of tree, shrub or plant roots.

We do pay for any direct loss that follows items A. through H. to property described in Coverages A, B and C not otherwise excluded or excepted in this policy and then we pay for only the ensuing loss. If a covered water loss follows, we will pay the cost of tearing out and replacing any part of the building necessary to repair the plumbing or appliance, but we do not cover loss to the plumbing or appliance from which the water escaped.
4. **We** do not pay for loss or damage to the property described in Coverage A and Coverage B:

   A. caused by vandalism or malicious mischief or breakage of glass and safety glazing materials, and any loss caused by any act committed in the course of the vandalism or malicious mischief including any ensuing loss or fire, if the residence was vacant for more than 30 consecutive days immediately prior to the loss. A residence premises being constructed is not considered vacant;

   B. caused by seepage, meaning continuous or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, from within:
   1. a heating system;
   2. an air conditioning system;
   3. an automatic fire protective sprinkler system;
   4. a domestic appliance; or
   5. a plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors.

   However, **we** pay for ensuing damages to building property that results from such seepage if the leakage of water is not able to be observed and is hidden within the walls or ceilings or above the ceilings or beneath the floors but not below the slab or foundation floor of a structure.

   For this provision, a plumbing system or domestic appliance does not include a roof drain, gutter, downspout, or similar fixtures or equipment.

   **We** pay for any direct loss that follows after seepage to property described in Coverages A and B not otherwise excluded or excepted in this policy and then **we** pay for only the ensuing loss. If a covered water loss follows, **we** will pay the cost of tearing out and replacing any part of the building necessary to repair the plumbing or appliance, but **we** do not cover loss to the plumbing or appliance from which the water escaped; or

   C. involving collapse, except as granted under **SECTION I - ADDITIONAL COVERAGES** for Collapse. However, **we** do pay for any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy.

5. **We** do not pay for loss or damage to the property described in Coverage C caused by:

   A. breakage of:
   1. eyeglasses, glassware, statuary, marble; or
   2. bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

   There is coverage for breakage of the property resulting from:
   1. fire, lightning, windstorm or hail;
   2. smoke, other than smoke from agricultural smudging or industrial operations;
   3. explosion, riot, civil commotion;
   4. aircraft, vehicles or vandalism and malicious mischief;
   5. collapse of a building or any part of a building;
   6. water not otherwise excluded;
   7. theft or attempted theft; or
   8. sudden and accidental tearing apart, cracking, burning, or bulging of:
      a. a steam or hot water heating system;
      b. an air conditioning or automatic fire protective sprinkler system; or
      c. an appliance for heating water;

   B. dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
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C. refinsishing, renovating or repairing property other than watches, jewelry and furs;

D. collision other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard motors or engines;

E. destruction, confiscation or seizure by order of any government or public authority;

F. acts or decisions, including the failure to act or decide, of any person, group, organization or government body. However, any ensuing loss to property described in Coverage C not excluded or excepted in this policy is covered; or

G. an error in computer programming or instructions to the computer.