

BASIC PERILS PART

PERILS COVERED

When "Basic Perils" is shown on the **declarations**, the covered perils are:

1. **Fire or Lightning.**

2. **Explosion.** This includes explosion of gas or fuel in a firebox, combustion chamber, or flue. This peril does not include loss caused by rupturing, bursting, or operating of pressure release devices; or rupturing or bursting due to the expansion of contents of a building or structure due to water.

3. **Sonic Boom.**

4. **Windstorm or Hail.** **We** do not cover loss caused directly or indirectly by frost or cold weather or by ice (other than hail), sleet or snow, all whether driven by wind or not.

We do not cover loss to the interior of a building or structure, or to property inside, caused by dust, rain, sand, sleet, snow, or water, all whether driven by wind or not, unless entering through openings made by the direct force of wind or hail.

5. **Smoke.** This includes sudden and accidental loss caused by smoke.

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

6. **Vehicles and Aircraft.** This includes loss caused by actual physical contact of aircraft, objects falling from aircraft, vehicles, or objects thrown by vehicles with covered property. Aircraft includes spacecraft and self-propelled missiles.

We do not cover loss caused by vehicles **you** own or lease, or that are operated in the course of **your** business.

7. **Riot or Civil Commotion.** This includes looting and pillaging at the time and place of the riot or civil commotion. **We** also cover loss caused by striking employees of the owner or tenants while occupying the described premises.

8. **Vandalism.** This means willful and malicious damage to, or destruction of, the described premises.

We do not cover loss caused by theft, except for intentional damage done by burglars.

We do not cover loss to glass (other than glass building blocks) which is part of a building, structure, or outdoor sign. **We** do cover loss to other property caused by breakage of glass by vandals.

9. **Sprinkler Leakage.** This includes loss caused by leakage or discharge of water or other substances from within a sprinkler system.

We cover loss caused by collapse or fall of a tank which is part of a sprinkler system.

We cover the costs of repairs or replacement of a covered sprinkler system when damage is caused by freezing or by breakage that results in sprinkler leakage. **We** also cover the reasonable cost of removing and replacing part of the covered building or structure necessary to make repairs.

A sprinkler system is an automatic fire protection system and any nonautomatic fire protection equipment supplied from the sprinkler system.

10. **Sinkhole Collapse.** This means 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 cover the value of land; the cost of filling sinkholes; or sinking or collapse of land into man-made underground cavities.

11. **Volcanic Action.** This means:

- a. airborne volcanic blast or airborne shock waves;
- b. ash, dust, or particulate matter; or
- c. lava flow.

All loss that occurs within a 168-hour period shall be considered a single loss.

We do not cover removal of ash, dust, or particulate matter that does not cause direct physical loss to the described premises.

PERILS EXCLUDED

1. **We** do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law -- We** do not cover loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.
- b. **Earth Movement or Volcanic Eruption -- We** do not cover loss caused by any earth movement (other than sinkhole collapse) or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

We cover direct physical loss by fire, explosion, or volcanic action resulting from either earth movement or eruption, explosion, or effusion of a volcano.

- c. **Civil Authority -- We** do not cover loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

We cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this policy.

d. **Nuclear Hazard -- We** do not cover loss caused by a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to or aggravated by a covered peril; and whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct physical loss by fire resulting from the nuclear hazard is covered.

e. **Utility Failure -- We** do not cover loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

We cover the direct physical loss caused by a covered peril which occurs on the described premises as a result of any power interruption.

f. **War -- We** do not cover loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon, even if it is accidental.

g. **Water -- We** do not cover loss caused by water. This means:

- 1) flood, surface water, waves, tidal water, or the overflow of a body of water. This includes spray that results from these whether driven by wind or not;
- 2) water that backs up through a sewer or drain; and
- 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

If fire, explosion, or sprinkler leakage results, **we** do cover the resulting loss.

2. **We** do not pay for loss or damage if one or more of the following exclusions apply to the loss:

- a. **Boiler Explosion -- We** do not cover loss caused by explosion of steam boilers, steam pipes, steam turbines, or steam engines that **you** own or lease or that are operated under **your** control. If a fire or combustion explosion results, **we** cover the resulting loss.
- b. **Contamination or Deterioration -- We** do not cover loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust or any quality, fault, or weakness in property that causes it to damage or destroy itself. If loss caused by a covered peril results, **we** cover the resulting loss.
- c. **Electrical Currents -- We** do not cover loss caused by arcing or by electrical currents other than lightning. If a fire results, **we** cover only the loss caused by fire.
- d. **Increased Hazard -- We** do not cover loss occurring while the hazard has been materially increased by any means within **your** knowledge or **your** control.
- e. **Mechanical Breakdown -- We** do not cover loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. If loss caused by a covered peril results, **we** cover the resulting loss.
- f. **Neglect -- We** do not cover loss caused by **your** neglect to use all reasonable means to save covered property at and after the time of loss.

We do not cover loss caused by **your** neglect to use all reasonable means to save and preserve covered property when endangered by a covered peril.
- g. **Rupturing or Bursting -- We** do not cover loss caused by rupturing or bursting of water pipes (other than sprinkler systems) unless caused by a covered peril.
- h. **Smog, Smoke, Vapor, or Gas -- We** do not cover loss caused by smog, smoke, vapor, or gas from agricultural smudging or industrial operations unless caused by a covered peril.
- i. **Water Damage -- We** do not cover loss caused by accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing water or steam other than a sprinkler system, unless the system or appliance is damaged by a covered peril.
- j. **Wear and Tear -- We** do not cover loss caused by wear and tear, marring, or scratching unless caused by a covered peril.