

CAUSES OF LOSS FORM – FARM PROPERTY

Words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

A. Covered Causes Of Loss

Covered Causes Of Loss means the causes as described and limited under either Paragraph **B.** or **C.** or **D.** below in accordance with a corresponding entry of either Basic or Broad or Special, respectively, on the Declarations opposite each Coverage or property to which this insurance applies. Covered Causes of Loss are also limited by the Exclusions in Section **E.**

However, certain property is covered only for particular causes of loss, as listed under the following items: the Coverage Extension to Coverage **A**; Paragraphs **1.b.**, **1.c.(2)**, **1.e.**, **1.k.**, **1.l.**, **1.m.**, **1.n.** and **1.o.** of Coverage **E** Covered Property; Paragraphs **1.a.** and **1.b.(2)** of Coverage **F** Covered Property; **G.** of the Coverage Extensions to Coverage **F**; and Paragraph **B.** of the Coverage Extensions to Coverage **G.**

B. Covered Causes Of Loss – Basic

Subject to the provisions in Section **A.**, when Basic is shown in the Declarations, Covered Causes of Loss means the following:

1. Fire Or Lightning

We will not pay for loss of or damage to buildings, or contents usual to a tobacco barn, if that loss or damage:

- a. Results from the use of open fire for curing or drying tobacco in the barn; and
- b. Occurs during, or within the five-day period following, open-fire curing or drying.

2. Windstorm Or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss of or damage to:

- (1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

- (2) Watercraft or their trailers, furnishings, equipment or outboard motors unless within a fully enclosed building.

(3) Under Coverage **E** or Coverage **F**:

- (a) "Livestock" or "poultry" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright;
- (b) "Livestock" or "poultry" when caused by freezing or smothering in blizzards or snowstorms; or
- (c) Dairy or farm products in the open other than hay, straw or fodder.

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

But under Coverages **E**, **F** and **G** this Cause of Loss does not include loss or damage caused by or resulting from:

- a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- b. Electric arcing;
- c. Rupture or bursting of water pipes;
- d. Rupture, bursting or operation of pressure relief devices; or
- e. Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

4. Riot Or Civil Commotion, including:

- a. Acts of striking employees while occupying the "insured location"; and
- b. Looting occurring at the time and place of a riot or civil commotion.

5. Aircraft, meaning only loss or damage caused by or resulting from:

- a. Contact of an aircraft, spacecraft or self-propelled missile with Covered Property or with a building or structure containing Covered Property; or
- b. Objects falling from aircraft.

- 6. Vehicles**, meaning only loss or damage caused by contact of a vehicle, or of an object thrown up by a vehicle, with Covered Property or with a building or structure containing Covered Property.

This Cause of Loss does not include loss or damage to:

- a. "Livestock"; or
- b. A fence, driveway or walk.

However, we will provide coverage under this Cause of Loss if the fence, driveway or walk is appurtenant to a covered "dwelling" and the vehicle that caused the loss or damage was not owned or operated by a resident of the "dwelling".

- 7. Smoke**, causing sudden and accidental loss or damage, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This Cause of Loss does not include loss or damage by smoke from agricultural smudging or industrial operations.

8. Vandalism

This Cause of Loss does not include loss of or damage to:

- a. A building or structure, or its contents, if the building or structure has been "vacant" for more than 30 consecutive days immediately before the loss;
- b. Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:
 - (1) Covered Property; and
 - (2) Permanently installed in the motor vehicle or mobile agricultural vehicle;or
- c. While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

- 9. Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This Cause of Loss does not include loss caused by or resulting from theft:

- a. Due to unauthorized instructions to transfer property to any person or to any place;

- b. Under Coverage **A, B** or **G**:

In or from a building or structure under construction, or of materials and supplies for use in such construction, until the building or structure is completed and occupied;

- c. Under Coverage **A, B** or **C**:

(1) From that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";

(2) With respect to household personal property away from the "insured location", of:

- (a) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;

- (b) Any watercraft, its furnishings, equipment or outboard motors; or

- (c) Trailers or campers;

- d. Under Coverage **E** or **F**:

(1) Discovered on taking inventory;

(2) Due to wrongful conversion or embezzlement;

(3) Due to disappearance of any "farm personal property" unless there is evidence that the property was stolen; or

(4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation;

- e. Of any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

(1) Covered Property; and

(2) Permanently installed in the motor vehicle or mobile agricultural vehicle; or

- f. While in or upon a motor vehicle or mobile agricultural vehicle, of any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

10. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This Cause of Loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. Volcanic Action, meaning 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 168-hour period will constitute a single occurrence.

This Cause of Loss 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. Collision – Coverages E And F Only

a. Causing Damage To Covered Farm Machinery

We will pay for loss of or damage to covered farm machinery caused by collision or overturn of that machinery. Collision means accidental contact of the farm machinery with another vehicle or object.

Under this Cause of Loss we will not pay for loss or damage:

- (1) To tires or tubes unless the damage is coincidental with other damage to the farm machinery or implement; or
- (2) Caused by foreign objects taken into any farm machine or mechanical harvester.

b. Causing Death Of Covered Livestock

We will pay for loss of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

c. Causing Damage To Other Farm Personal Property

We will pay for loss of or damage to covered "farm personal property" (other than that described in Paragraph a. or b. above) in or upon a motor vehicle, caused by collision or overturn of that vehicle. Collision means accidental contact of the motor vehicle with another vehicle or object.

13. Earthquake Loss To "Livestock"

14. Flood Loss To "Livestock"

We will pay for loss or damage to "livestock" caused by or resulting from flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

C. Covered Causes Of Loss – Broad

Subject to the provisions in Section A., when Broad is shown in the Declarations, Covered Causes of Loss means the Covered Causes of Loss under Section B. Covered Causes Of Loss – Basic, plus the following:

15. Electrocutation Of Covered Livestock

16. Attacks On Covered Livestock By Dogs Or Wild Animals

This Cause of Loss does not include loss or damage:

- a. To sheep; or
- b. Caused by dogs or wild animals owned by you, your employees or other persons residing on the "insured location".

17. Accidental Shooting Of Covered Livestock

This Cause of Loss does not include loss or damage caused by you, any other "insured", your employees, or other persons residing on the "insured location".

18. Drowning Of Covered Livestock From External Causes

This Cause of Loss does not include loss resulting from the drowning of swine under 30 days old.

19. Loading/Unloading Accidents, meaning sudden, unforeseen and unintended events causing or necessitating death of covered "livestock" and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them.

This Cause of Loss does not include loss caused by or resulting from disease.

20. Breakage Of Glass Or Safety Glazing Material that is part of a building or structure, storm door or storm window.

Under this Cause of Loss, we will not pay for loss if the building or structure which contained the glass, including door or window glass, has been "vacant" for more than 30 consecutive days immediately before the loss.

21. Falling Objects

But we will not pay for loss or damage to:

- a. Personal property in the open;
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
- c. The falling object itself.

22. Weight Of Ice, Snow Or Sleet causing damage to a building or to any property inside a building.

But under this Cause of Loss we will not pay for loss by pressure or weight of water in any form, whether driven by wind or not, to any:

- a. Foundation or retaining wall;
- b. Pavement or patio;
- c. Awning;
- d. Fence;
- e. Outdoor equipment;
- f. Swimming pool; or
- g. Bulkhead, dock, pier or wharf.

23. Sudden And Accidental Tearing Apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective system, or an appliance for heating water.

Under this Cause of Loss we will not pay for loss or damage caused by or resulting from freezing.

24. Accidental Discharge Or Leakage Of Water Or Steam from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this Cause of Loss we will pay for loss of or damage to covered personal property provided that Broad is shown in the Declarations for the coverage applicable to that personal property. If any part of a building or structure to which Coverage **A**, **B** or **G** applies must be torn out and replaced so that repairs can be made to the damaged system or appliance, we will also pay the necessary costs involved, provided that Broad is shown in the Declarations for the coverage applying to that building or structure.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;
- d. For loss or damage caused by or resulting from freezing; or
- e. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.

25. Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance but only if you have used reasonable care to:

- a. Maintain heat in the building or structure; or
- b. Shut off the water supply and drain all systems or appliances of water.

However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.

A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.

26. Sudden And Accidental Damage from artificially generated electrical current – Applicable Only to Coverages **A, B, C** and **D**.

This Cause of Loss does not include loss of or damage to:

- a. Tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

D. Covered Causes Of Loss – Special

Subject to the provisions in Section **A.**, when Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in the following paragraphs or in Section **E.** Exclusions.

- 1. We will not pay for loss or damage caused by or resulting from:
 - a. Fire, if that loss or damage is sustained by buildings or contents usual to tobacco barns as the result of using open fire for curing or drying tobacco in the barn, and occurs:
 - (1) While tobacco is being fired; or
 - (2) Within the five-day period following tobacco firing in the barn;
 - b. Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the "insured location", we will pay for the loss or damage caused by that Covered Cause of Loss;
 - c. Windstorm or hail to:
 - (1) Dairy or farm products in the open;
 - (2) Watercraft or their trailers, furnishings, equipment or outboard motors, unless within a fully enclosed building;

- d. Rain, snow, ice or sleet to personal property in the open;
 - e. Rain, snow, sleet, sand or dust, whether driven by wind or not, to the interior of any building or structure or the property inside a building or structure, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters;
 - f. Freezing, thawing, or pressure or weight of water or ice whether or not driven by wind, to any:
 - (1) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of any property covered under Coverages **A, B** or **G**;
 - (2) Retaining wall or bulkhead that does not support all or part of a building or structure;
 - (3) Pavement or patio;
 - (4) Fence;
 - (5) Swimming pool; or
 - (6) Dock, pier or wharf;
 - g. Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:
 - (1) That occurs on the "insured location", but is caused by discharge that takes place off the "insured location";
 - (2) Caused by or resulting from freezing. This provision does not apply if you have used reasonable care to:
 - (a) Maintain heat in the building or structure; or
 - (b) Shut off the water supply and drain all systems or appliances of water.
- However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.
- (3) Due to any cause other than freezing and occurring in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;

- h.** Any of the following occurrences, if they take place in buildings or structures covered under Coverage **G** or if the property destroyed or damaged is "farm personal property":
- (1)** Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;
 - (2)** Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;
 - (3)** Rupture, bursting or operating of pressure relief devices; or
 - (4)** Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.
- But this exclusion does not apply to loss or damage caused by 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;
- i.** Under Coverage **A**, **B** or **C**, theft from that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";
- j.** Under Coverage **B** or **G**, theft in or from a building or structure under construction, or of materials and supplies for use in such construction until the building or structure is completed and occupied;
- k.** Under Coverage **A**, **B** or **C**, theft of the following property away from the "insured location":
- (1)** Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.
But we will pay for loss by theft of the property of a student who is an "insured" from a residence away from home, provided the student was there at any time during the 45 days immediately preceding the loss.
 - (2)** Any watercraft, its furnishings, equipment or outboard motors; or
 - (3)** Trailers or campers;
- l.** Inventory shortage;
- m.** Disappearance of any "farm personal property" or portable building or structure unless there is evidence that the property was stolen;
- n.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
- o.** Unauthorized instructions to transfer property to any person or to any place;
- p.** Theft of or vandalism to:
- (1)** Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:
 - (a)** Covered Property; and
 - (b)** Permanently installed in the motor vehicle or mobile agricultural vehicle.
 - (2)** While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle;
- q.** Vandalism or breakage of glass or safety glazing material, if the building or structure was "vacant" for more than 30 consecutive days immediately before the loss;
- r.** Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:
- (1)** That person acts alone or in collusion with others; or
 - (2)** The act is committed during the hours of employment.
- This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft;
- s.** Transport of "farm personal property", except to the extent of the coverage afforded under Covered Causes of Loss – Basic and Broad;

- t.** Any cause included in the following list if that loss or damage is sustained by farm machinery:
- (1)** Collision, upset or overturn of farm machinery or equipment, to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.
 - (2)** Foreign objects being taken into any farm machine or mechanical harvester;
- u.** Artificially generated electric current, including electric arcing, that disturbs any electrical devices, appliances or wires; or under Coverages **A, B, C** and **D**, any tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, or laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers.
- But:
- (1)** Under Coverages **A, B, C** and **D**, we will pay for loss of or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.
 - (2)** If artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire;
- v.** Smoke, vapor or gas from agricultural smudging or industrial operations, to any building, structure or personal property;
- w.** The following causes of loss to any building, structure or personal property:
- (1)** Wear and tear;
 - (2)** Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3)** Smog;
 - (4)** Settling, cracking, shrinking or expansion;
 - (5)** Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals.
- (6)** Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (7)** Dampness or dryness of atmosphere;
 - (8)** Changes in temperature or extremes of heat or cold, including freezing. But this exclusion does not apply to freezing of a plumbing, heating, air conditioning or automatic fire protective system or freezing of a household appliance, if you have used reasonable care to:
 - (a)** Maintain heat in the building or structure; or
 - (b)** Shut off the water supply and drain all systems or appliances of water.

However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply;
 - (9)** Marring or scratching.
- But if an excluded cause of loss that is listed in Paragraphs **w.(1)** through **w.(9)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.
- 2.** We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs **2.a.** through **2.c.** But if an excluded cause of loss that is listed in Paragraphs **2.a.** through **2.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a.** Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section **E**. Exclusions to produce the loss or damage.
 - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c.** Faulty, inadequate or defective:
 - (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 part or all of any property on or off the "insured location".

3. We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

Under Paragraphs 1., 2. and 3., any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

E. Exclusions

The following Exclusions apply when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

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.

1. Ordinance Or Law

The enforcement of any ordinance or law:

- a. Regulating the construction, use or repair of any property; or
- b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- a. An ordinance or law that is enforced even if the property has not been damaged; or
- b. The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

2. Earth Movement

- a. Earthquake, including any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

This exclusion applies whether the Earth Movement, as described in Paragraphs a. through d. above, is caused by human or animal forces or any act of nature.

But:

- (1) If Earth Movement, as described in Paragraphs a. through d. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or

(2) If:

- (a) Loss or damage to farm machinery, vehicles and equipment covered for the Special Causes of Loss; or

- (b) Loss to "livestock";
is caused by earthquake, as described in a. above, this Earth Movement exclusion does not apply to such loss or damage.

- e. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that 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 168-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 Covered Property.

3. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

4. Intentional Loss

We will not pay for loss or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

6. Utility Services

The failure of power or other utility service supplied to the "insured location", however caused, if the failure occurs away from the "insured location", except as provided under Coverage C. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

7. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

8. War And Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Water

- a. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- b. Mudslide or mudflow;
- c. Water that backs up or overflows or is otherwise discharged from a sewer or drain;
- d. Water that backs up or overflows or is otherwise discharged from a sump, sump pump or related equipment;
- e. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings; or
- f. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c., d. or e., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs a. through f., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But:

- (1) If any of the above, in Paragraphs a. through f., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or
- (2) If loss or damage to:
 - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
 - (b) "Livestock";is caused by water as described in Paragraph a. above, this Water exclusion does not apply to such loss or damage.

Exclusions E.1. through E.9. apply whether or not the loss event results in widespread damage or affects a substantial area.