

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - NAMED CAUSES OF LOSS**

**This endorsement modifies insurance provided under the following:  
EXCESS PROPERTY INSURANCE UND 1414**

- A.** The exclusions and language of this endorsement supersede any similar exclusions or exclusionary language on the underlying policy; but any exclusions contained on the underlying policy which are not listed here remain in full force and effect. We will not pay for loss, damage, cost or expense directly or indirectly caused by or resulting from, any of the following excluded causes of loss. We do not insure for such loss regardless of: (a) the cause of the excluded cause of loss; or (b) whether occurring alone or in any sequence with a covered cause of loss; or (c) whether any cause or event contributed concurrently or in any sequence with the excluded cause of loss to produce the loss:
- 1.** The following causes of loss are excluded whether or not insurance for such causes of loss is being maintained by you at the time of the loss and whether or not such loss or damage is directly or indirectly caused by or contributed to by a cause of loss covered under this policy:
    - a.** Aircraft or vehicles, including loss or damage by objects falling from aircraft as well as loss or damage caused by or resulting from vehicles owned by you or operated in the course of your business;
    - b.** Any causes of loss covered under policies maintained by you, except when a limit of insurance for that cause of loss is shown in the Declarations page of this policy or in an endorsement to this policy;
    - c.** Explosion, including, but not limited to, the 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. Explosion also includes:
      - (1)** The rupture, bursting, or operation of pressure relief devices; and
      - (2)** The rupture or bursting due to expansion or swelling of the contents of any building, caused by or resulting from water;
    - d.** Falling objects, including loss or damage to personal property in the open and to the interior of a building or property inside a building;
    - e.** Fire and/or lightning;
    - f.** Flood, including but not limited to:
      - (1)** The overflow or breaking of natural or artificial boundaries or confines of inland or tidal waters;
      - (2)** The unusual and rapid accumulation or runoff of inland surface waters from any source or by their spray;
      - (3)** Waters changing course;
      - (4)** Waves, wave wash, wave action, storm surge, or their spray, all whether driven by wind or not;
      - (5)** The release or overtopping of water held by a dam, levee, dike, canal or conduit or by any water or flood control device or system, regardless of location, or from breach or failure, by any cause, of any of the foregoing;

**(6)** Underground waters rising;

**(7)** Tsunami or tidal wave;

**(8)** Seiche;

All whether such loss or damage arises from an event that occurs suddenly or gradually, or involves isolated or widespread damage.

We will not pay for loss or damage resulting from waterborne material involved in the flood. We will not pay for loss or damage whether the flood is driven by wind or not; or whether the flood was caused by natural, external, or man-made forces. We will not pay for loss or damage due to flood which results from the intentional or negligent act, error, omission or professional negligence of any party.

However, if flood coverage is endorsed to and made part of this policy, we will pay for loss subject to the limited coverage provided by that endorsement.

**g.** Riot or civil commotion, including, but not limited to:

**(1)** Acts of striking employees while occupying the described location; and/or

**(2)** Looting occurring at the time and place of a riot or civil commotion;

**h.** Sinkhole collapse, including but not limited to loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on soil and/or bedrock, or the sinking or collapse of land into man-made underground cavities;

**i.** Smoke, including, but not limited to, gas, vapor and smoke from agricultural smudging or industrial operations;

**j.** Sprinkler leakage, meaning leakage or discharge of any substance from an automatic sprinkler system, including collapse of a tank that is part of the system;

**k.** Vandalism and malicious mischief, meaning willful and malicious damage to, or destruction of, Covered Property;

**l.** Water. This includes water from any source whatsoever above, on or below the surface of the ground, whether natural or otherwise. This water exclusion applies even if water combines or contributes in any way with any other excluded cause of loss to cause the loss or damage.

However, if flood coverage or earthquake sprinkler leakage coverage is endorsed to and made part of this policy, we will pay for loss subject to the limited coverage provided by those endorsements.

**m.** Weather Conditions, including, but not limited to:

**(1)** Windstorm or hail;

**(2)** Frost or cold weather;

**(3)** Ice, rain, snow or sleet, whether driven by wind or not;

**(4)** Loss or damage to the interior or exterior of any building, or the property inside or outside the building, caused by rain, snow, sleet, sand or dust, whether driven by wind or not;

**n.** Weight of snow, hail, ice or sleet, including loss or damage to personal property outside of buildings;

**2. a.** Acts or decisions, including the failure to act or decide, of any person, organization or governmental body;

**b.** 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 locations covered;
3. Any fraudulent scheme, trick, device or false pretense perpetrated upon you or upon any person(s) to whom the property may be entrusted;
4. Asbestos, dioxin, nano materials or polychlorinated biphenyls removal, encapsulation, covering, or any manner of control or abatement from any goods, products, stock/inventory, contents or building/structure. We will not pay for loss or damage caused by or resulting from:
  - a. Demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, nano materials or polychlorinated biphenyls;
  - b. Any governmental direction or request declaring that asbestos materials, dioxins, nano materials or polychlorinated biphenyls present in or part of or utilized on any undamaged portion of your property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
  - c. The presence of asbestos, dioxins, nano materials or polychlorinated biphenyls in any building or structure;
5. Dampness of atmosphere, dryness of atmosphere, extremes or changes of temperature or barometric pressure, all whether atmospheric or not, shrinkage, evaporation, loss of weight, rust or corrosion;
6. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature; except when specifically covered by endorsement and then only to the limited extent of coverage provided by that endorsement;
7. Denial of service, including but not limited to authorized or unauthorized direction of a high volume of messages or inquiries to web sites or e-mail destinations, effectively denying, interrupting or limiting legitimate access, including but not limited to spamming or phishing;
8. Earth movement, including but not limited to:
  - a. "Earthquake". However, this exclusion a. only applies if "earthquake" contributes in any way with one of the following causes or events to produce the loss or damage:
    - (1) Fire;
    - (2) Explosion;
    - (3) Volcanic Eruption;
    - (4) Tsunami;
    - (5) Nuclear reaction, nuclear radiation or radioactive contamination;
    - (6) "Pollutants", including the discharge, dispersal, seepage, migration, release or escape of "pollutants", including but not limited to any cost or expense to extract "pollutants", remove restore or replace polluted land, air or water, or investigate any loss, injury or damage or for any cost, fine or penalty or any related expense or claim or suit;
    - (7) Flood, except when flood coverage is purchased and made a part of this policy and then only to the limited extent of coverage provided by that endorsement;

- (8)** Power surge or failure of power, communication, water or other utility service supplied to the described location;
- (9)** Sprinkler leakage, meaning leakage or discharge of any substance from an “automatic sprinkler system”, including collapse of a tank that is part of the system; except when earthquake sprinkler leakage is purchased and made a part of this policy and then only to the limited extent of coverage provided by that endorsement;
- (10)** Water as excluded in **1.I.** of this endorsement and water, other liquids, gas, powder or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment;
- b.** Landslide and/or avalanche, and any earth sinking, rising or shifting related to such an event;
- c.** Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- d.** Subsidence, earth sinking, rising or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of real property. Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted, graded and/or maintained soil and/or the action of water under the ground surface;
- e.** Collapse of volcanic edifice;
- f.** Man-made shaking or vibrations;
- g.** Mudslide or mudflow;
- 9.** Electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with electrical or electronic wire, device, appliance, fixture, system or network. For the purposes of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to:
- a.** Electrical current, including arcing;
- b.** Electrical charge produced or conducted by a magnetic or electromagnetic field;
- c.** Pulse of electromagnetic energy, or
- d.** Electromagnetic waves or microwaves;
- 10.** Enforcement of or compliance with any ordinance or law regulating the construction, use, repair or demolition of any real property insured under this policy. This exclusion applies whether the loss results from an ordinance or law that is enforced even if the property has not been damaged; or the loss results from 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;
- 11.** Errors in design, errors in processing, faulty workmanship or faulty materials;
- 12.** Explosion or rupture or bursting of pressure vessels or pipes, or steam boilers, or steam engines, or steam turbines, or flywheels; any of which is owned, leased or operated by you;
- 13.** Failure of power, communication, water or other utility service supplied to the described location, however caused. Failure of any utility service includes lack of sufficient capacity and reduction in supply. Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular, satellite or other communication network;
- 14. a.** The failure, malfunction or inadequacy of:
- (1)** Any of the following, whether belonging to you or to others:
- (a)** Computer hardware, including microprocessors;

- (b) Computer application software;
    - (c) Computer operating systems and related software;
    - (d) Computer networks;
    - (e) Microprocessors (computer chips) not part of any computer system; or
    - (f) Any other computerized or electronic equipment or components; or
  - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) above.
  - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph a. (1) and a. (2) above;
- We will not pay for repair, replacement or modification of any items in Paragraphs a. (1) and a. (2) above to correct any deficiencies or change any features;
- 15. Freezing and/or thawing of plumbing or heating systems;
  - 16. "Fungus", wet rot, dry rot and bacteria  
This exclusion applies regardless of whether "fungus", wet rot or dry rot or bacteria arises from any other cause of loss, which may otherwise be covered by this policy, except to the extent coverage is provided by a "fungus", wet rot or dry rot or bacteria endorsement attached to the policy;
  - 17. Geomagnetic storms, solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions, comets, asteroids, meteorites, or any falling spacecraft, part or fragment thereof;
  - 18. Hostile or warlike action in time of peace or war, including:
    - a. Action in hindering, combating or defending against an actual, impending or expected attack by:
      - (1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
      - (2) Military, naval or air forces; or
      - (3) Any agent of any government, power, authority or forces;
    - b. Use of any weapon in time of peace or war, including but not limited to weapons employing atomic fission or radioactive force;
    - c. Insurrection, rebellion, revolution, civil war, usurped power or martial law or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
  - 19. Infidelity or any dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, 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;

20. Spoilage, leakage of contents, breakage of glass or similar fragile materials, marring, scratching, exposure to light, contamination, change in flavor or color or texture or finish, changes in temperature or humidity;
21. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
22. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled;
23. Pilferage, burglary, larceny, looting, robbery, theft, or attempted theft;
24. "Pollutants", including loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", including but not limited to any cost or expense to:
  - a. Extract "pollutants" from land, air or water; or
  - b. Remove, restore or replace polluted land, air or water; or
  - c. Investigate any loss, injury, or damage, or for any cost, fine, or penalty or for any expense or claim or suit related to either **a.** or **b.** above;
25. Settling, shrinkage, subsidence or expansion of foundations, walls, floors, or ceilings;
26. Seizure or destruction of property by order of governmental authority;
27. "Terrorism", including loss, damage, cost or expense caused by, resulting from or in connection with:
  - a. Any act of "terrorism";
  - b. The use or threatened use of biological, chemical, radiological or nuclear substances for the apparent purpose of or with the result of harming or intimidating a civilian population, whether in time of peace or war, and regardless of who commits the acts; or
  - c. Any action taken to control, counter, prevent, respond to, mitigate or suppress either **a.** or **b.** above;

This does not apply to "Certified Acts of Terrorism" if such coverage is purchased and made part of this policy;
28. Unexplained disappearance of property or loss or shortage of property disclosed on taking inventory;
29. Volcanic eruption, explosion or effusion, including any related shaking or trembling of the earth and/or ensuing volcanic action. Volcanic action means the direct loss or damage resulting from the eruption, explosion or effusion of a volcano when the loss or damage is caused by airborne volcanic blast or airborne shock waves, ash, dust or particulate matter, or lava flow. Volcanic action includes the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the covered property;
30. Water, other liquids, gas, powder or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment;
31. Wear and tear, depreciation, inherent vice, latent defect, gradual deterioration, decay, smog, nesting or infestation, vermin, rodents, termites or other insects including larvae or pupae thereof;
32. Your neglect to use all reasonable means to save and preserve property from further damage at and after the time of loss;
33. Erroneous, negligent or intentional acts by any person or persons;
34. Any controlled, uncontrolled, or naturally occurring situation or incident involving the threat, actual use, presence, release, or escape of biological, chemical, nuclear, or radioactive materials;

35. Silica or silica-related dust, or any product containing silica or silica-related dust, including any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize silica or silica-related dust;
36. Collapse, except for collapse caused directly by:
  - a. "Earthquake", or
  - b. Flood, but only when a flood coverage endorsement is purchased and made a part of this policy and then only when the collapse is caused by a flood loss covered under that endorsement.

## B. DEFINITIONS

The following definitions are hereby added to this policy.

1. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.
2. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. "Terrorism" means an activity that involves a violent act or the use of force, including the threat of any such activity or the preparation for any such activity, that is committed for political, religious, ideological, economic, social, or cultural purposes, by any person or group(s) of persons, whether acting alone or on behalf of or in concert with or in connection with any organization(s), government(s), or other political entity(ies), and:
  - a. Has been labeled, identified or described as a terrorist act by the executive branch of the United States government; or
  - b. Causes either:
    - (1) Damage to property;
    - (2) Injury to person(s);
    - (3) Disruptions of financial, governmental, transportation, communication, computer or utility services; or
  - c. Appears to be intended to:
    - (1) Disrupt any segment of an economy;
    - (2) Intimidate, harm, coerce or punish a civilian population;
    - (3) Put the public, or any section of the public, in fear;
    - (4) Influence the policy of a government by intimidation, coercion or punishment; or
    - (5) Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking.