

## MISCELLANEOUS PROPERTY COVERAGE – NAMED PERILS including THEFT

If the Declaration Page shows that Miscellaneous Property Coverage – Named Perils including Theft applies, we insure your property and the property of others for which you are responsible as shown on the Declaration Page for this coverage against direct physical loss or damage up to the amount shown for each item, caused by the following perils:

1. **FIRE OR LIGHTNING.**

2. **EXPLOSION:** Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- i. a. the portions containing steam or water under steam pressure of all boilers generating steam and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- b. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure
- c. the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
- d. smelt dissolving tanks;
- ii. other vessels and apparatus and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- iii. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- iv. any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
- v. gas turbines;

The following are not explosions within the intent or meaning to this peril:

- a. electric arcing or any coincident rupture of electrical equipment due to such arcing;
- b. bursting or rupture caused by hydrostatic pressure or freezing;
- c. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

3. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:** The Terms "Aircraft" and "Spacecraft" include articles dropped therefrom.

There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
- (ii) to aircraft, spacecraft or land vehicles causing the loss;
- (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".

4. **RIOT, VANDALISM OR MALICIOUS ACTS:** The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked out employees.

There shall in no event be any liability hereunder for loss or damage:

- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
- (ii) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under the peril of Explosion;
- (iii) due to theft or attempted thereat

5. **SMOKE:** The term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.

6. **LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT:** The term Leakage From Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the "Declaration Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

7. **WINDSTORM OR HAIL:** There shall in no event be any liability hereunder for loss or damage:

- (i) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not; snow-load, ice-load, tidal wave, high water overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

8. **THEFT**

## **EXCLUSIONS**

This Form does not insure loss of or damage to:

1. electrical devices, appliances or wiring caused by artificially generated electrical currents including arcing, unless fire or explosion ensues and then only for the resulting damage;
2. goods occasioned by or happening through their undergoing any process involving the application of heat;
3. property at locations which to the knowledge of the Insured are vacant, unoccupied or shut down for more than 30 consecutive days;
4. property illegally acquired or kept;
5. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the insured is aware of such use of the property

This Form does not insure against loss or damage caused directly or indirectly by

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas,  
b. contamination by radioactive material;
3. any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
4. or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants.

**SEE ALSO THE DEFINITIONS FOR THE SECTION TO WHICH THIS COVERAGE APPLIES.**

**ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY ALSO APPLY TO THIS COVERAGE.**