

Inland Marine Insurance

Dual Interest Leased Property

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Dual Interest Leased Property

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Coverage

Dual Interest Leased Property

We will pay for direct physical loss or damage to **dual interest leased property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Dual Interest Leased Property shown in the Declarations.

The loss or damage must occur at a premises:

- owned, leased or operated by a lessee; and
- shown in the Declarations, or

within 1,000 feet of such premises, unless otherwise stated.

Extension Of Coverage

The following Extension Of Coverage is included under your coverage for **dual interest leased property** and is subject to the applicable Limit Of Insurance for Dual Interest Leased Property shown in the Declarations.

Removal

We will pay for:

- any direct physical loss or damage to **dual interest leased property** while it is being moved to or while stored at another location for up to 180 days; or
- the cost to remove **dual interest leased property** from any premises;

if you must move the **dual interest leased property** from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded.

This Extension Of Coverage does not apply to the cost to repossess **dual interest leased property**.

Additional Coverages

Unless otherwise stated, the following Additional Coverages are provided only if a Limit Of Insurance for such Additional Coverages is shown in the Declarations.

Debris Removal

We will pay for the costs you incur to remove debris of damaged **dual interest leased property** from a premises:

- owned, leased or operated by a lessee of **dual interest leased property**; and
- shown in the Declarations,

caused by or resulting from a peril not otherwise excluded.

We will also pay for the costs you incur to remove debris of damaged **dual interest leased property** while **in transit** caused by or resulting from a peril not otherwise excluded.

Additional Coverages

Debris Removal (continued)

- A. The most we will pay for debris removal is the lesser of:
1. 25% of the covered direct physical loss or damage; or
 2. the remaining applicable Limit Of Insurance for **dual interest leased property** shown in the Declarations after payment of the covered direct physical loss or damage.
- B. If the amount in A. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance for Debris Removal shown in the Declarations.

Debris removal will be paid only if reported to us in writing within 180 days of the date of the direct physical loss or damage to the **dual interest leased property**.

Debris removal does not apply to costs to:

- clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure; or
- clean up, remove, restore or replace polluted air, land or water, either inside or outside of a building or other structure.

Fire Department Service Charges

We will pay the charges you assume by contract or agreement executed prior to loss, or charges that you are required to pay by local ordinance if the fire department is called to save or protect your **dual interest leased property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fire Department Service Charges shown in the Declarations.

Fire Protective Equipment

We will pay the cost you incur to refill your discharged fire protective equipment whether or not there is direct physical loss or damage to your **dual interest leased property**.

This Additional Coverage is provided regardless of whether a Limit Of Insurance is shown in the Declarations.

Inventory Or Appraisals

We will pay for the cost of inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to **dual interest leased property**, not to exceed the applicable Limit Of Insurance for Inventory Or Appraisals shown in the Declarations.

Dual Interest Leased Property At Warehouses And Refurbishing Centers

We will pay for direct physical loss or damage to **dual interest leased property** at warehouses and refurbishing centers you do not own, lease or occupy, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Dual Interest Leased Property At Warehouses And Refurbishing Centers shown in the Declarations.

The loss or damage must occur at the premises shown in the Declarations, or within 1,000 feet of the premises shown in the Declarations, unless otherwise stated.

Dual Interest Leased Property In Transit

We will pay for direct physical loss or damage to **dual interest leased property** while **in transit**, including shipments by registered mail, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Dual Interest Leased Property In Transit shown in the Declarations.

Dual Interest Leased Property

Additional Coverages

Dual Interest Leased Property In Transit (continued)

This Additional Coverage also includes direct physical loss or damage to **dual interest leased property** while **in transit** which is caused by or results from fraud perpetrated by any person or persons who represent themselves to be the proper party or parties to receive goods for shipments or accept goods for delivery, not to exceed the applicable Limit Of Insurance for Dual Interest Leased Property In Transit shown in the Declarations.

Pollutant Clean Up Or Removal

We will pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, at a premises:

- owned, leased or operated by a purchaser of **dual interest leased property**; and
- shown in the Declarations;

provided:

- the **pollutants** were part of **dual interest leased property**; and
- the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

We will also pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, if:

- the **pollutants** were part of **dual interest leased property** while **in transit**; and
- the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

The applicable Limit Of Insurance shown in the Declarations for Pollutant Clean Up Or Removal is the most we will pay for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12 month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing which is performed during the clean up or removal of the **pollutants** from the air, land or water, either inside or outside of a building or other structure.

Exclusions

Acts Or Decisions

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Artificial Currents

This insurance does not apply to loss or damage caused by or resulting from artificially generated electric currents.

Exclusions

Artificial Currents *(continued)*

This exclusion does not apply to:

- **electronic data processing hardware;** or
- ensuing loss or damage unless another exclusion applies.

Disappearance

This insurance does not apply to loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Dishonesty

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees, and employees or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers for hire, or anyone claiming to be a carrier for hire, other than:
 - 1. you, your partners, directors, trustees and employees; or
 - 2. anyone authorized to act for you;
- C. acts committed by a warehouseman for hire, other than you, your partners, directors, trustees, and employees or anyone authorized to act for you; or
- D. ensuing loss or damage unless another exclusion applies.

Governmental Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to 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 insurance.

Insects Or Animals

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of:

- insects;
- birds;

Dual Interest Leased Property

Exclusions

Insects Or Animals (continued)

- rodents; or
- other animals.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Latent Defect

This insurance does not apply to loss or damage caused by or resulting from latent defect or any quality within the **dual interest leased property** which causes loss or damage to it.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Lessee Conversion, Theft And Voluntary Parting

This insurance does not apply to loss or damage caused by or resulting from:

- conversion or theft by the lessee or the lessee's partners, directors, trustees, and employees or by anyone authorized to act for the lessee, or anyone to whom the lessee entrusts **dual interest leased property** for any purpose;
- the lessee's voluntary parting with possession of the **dual interest leased property**, even if fraudulently induced to do so by a trick, scheme, device or false pretense.

Loss of Market

This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay.

This exclusion does not apply:

- to ensuing loss or damage unless another exclusion applies; or
- to the extent of any business income insurance or extra expense insurance provided by a separate contract or endorsement forming a part of this policy.

Mechanical Breakdown

This insurance does not apply to loss or damage caused by or resulting from mechanical breakdown of that property.

This exclusion does not apply to:

- **electronic data processing hardware**; or
- ensuing loss or damage unless another exclusion applies.

Mistakes

This insurance does not apply to loss or damage caused by or resulting from error in the development, distribution, processing, manufacturing, testing, installation, alteration or repair of property.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Exclusions

(continued)

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance.

Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the cost of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises shown in the Declarations.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Pollutants

This insurance does not apply to:

- A. loss or damage caused by or resulting from the mixture of or contact with property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:
1. itself or other property;
 2. persons, animals or plants;
 3. air, land or water; or
 4. any other part of an environment,

either inside or outside of a building or other structure. This exclusion applies regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to;
2. contributes in any sequence to; or
3. worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But Paragraph A. does not apply to:

1. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly resulting from a **specified peril**;

Dual Interest Leased Property

Exclusions

Pollutants (continued)

2. the mixture of or contact between property you own, use or operate and **pollutants** if:
 - a. the **pollutants** were part of or emitted from such property; and
 - b. the mixture of or contact between such property and **pollutants** is directly caused by or directly resulting from direct physical loss or damage to such property directly caused by or directly resulting from a peril not otherwise excluded;
3. a gas, water or other liquid which escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
4. any solid, liquid or gas used to suppress fire;
5. water which:
 - a. backs up or overflows through sewers, drains or sump;
 - b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
 - c. enters doors, windows or other openings in any building or other structure.

Paragraphs 2 through 4 above do not apply to loss or damage involving:

1. radon or any other naturally occurring gaseous irritant or contaminant;
 2. organisms or micro-organisms including bacteria, fungus, mold, or their spores or products; or
 3. viruses or other pathogens; or
- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** regardless of any other cause or event that directly or indirectly:
- contributes concurrently to;
 - contributes in any sequence to; or
 - worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But Paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

Rust, Oxidation, Corrosion Or Discoloration

This insurance does not apply to loss or damage caused by or resulting from rust, oxidation, corrosion or discoloration.

Exclusions

(continued)

War And Military Action

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- 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
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or gradual deterioration.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Coverage Territory

The coverage territory is anywhere within, and in transit within and between the continental limits of the United States of America, Hawaii, Puerto Rico, territories and possessions of the United States of America, and Canada, excluding waterborne shipments:

- to or from Alaska, Hawaii, or Puerto Rico;
- to or from territories or possessions of the United States of America; or
- which pass through, or which are intended to pass through, the Panama Canal.

Limits Of Insurance

The most we will pay in any one occurrence is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown in the Declarations, regardless of whether any Coverage, Extension Of Coverage or Additional Coverage appears in any other contract or contracts which form a part of this policy.

Deductible

We will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Declarations for each occurrence.

Except for any deductible for Business Income or Extra Expense shown in the Declarations, if two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

Dual Interest Leased Property

Loss Payment Basis Subject to the applicable Limit Of Insurance for Dual Interest Leased Property shown in the Declarations, **dual interest leased property**, unless otherwise stated under Loss Payment Exceptions, is valued on an Actual Cash Value Basis as shown below plus accrued and unpaid interest and accrued and unpaid lease capitalization fees up to the date of loss or damage.

Our Loss Payment Options In the event of loss or damage covered by this insurance, at our option we will either:

- pay the covered value of the lost or damaged **dual interest leased property**;
- pay the cost of repairing or replacing the lost or damaged **dual interest leased property**, plus any reduction in value of the repaired item;
- take all or any part of the **dual interest leased property** at an agreed or appraised value; or
- repair or replace the **dual interest leased property** with other **dual interest leased property** of comparable material and quality for the same use.

Actual Cash Value Basis **Dual interest leased property** will be valued at the full cost to repair or replace it on the date of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- depreciation;
- obsolescence; and
- depletion.

Loss Payment Basis Exceptions

Dual Interest Leased Property Of Others **Dual interest leased property** not owned by you and in your care, custody or control is valued on the same basis as your **dual interest leased property** (subject to all other exceptions described under Loss Payment Basis Exceptions) but we will not pay more than the amount for which you are legally liable.

Repossessed And Returned Dual Interest Leased Property **Dual interest leased property** which has been returned to you, and **dual interest leased property** which you have repossessed, is valued on an Actual Cash Value Basis.

Conditions

Abandonment There can be no abandonment of any **dual interest leased property** to us unless we specifically agree to such abandonment in writing.

Conditions

(continued)

Loss Payable

For insured **dual interest leased property** in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- adjust losses with you;
- pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

Loss Payment

- A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and
1. we have reached agreement with you on the amount of loss; or
 2. an appraisal award has been made.
- B. We will not pay you more than your financial interest in the covered **dual interest leased property**.
- C. We may adjust losses with the owners of lost or damaged **dual interest leased property** if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' **dual interest leased property**. We will not pay the owners more than their financial interest in the insured **dual interest leased property**.
- D. We may elect to defend you against suits arising from claims of owners of **dual interest leased property**. We will do this at our expense.

Other Insurance

If you or the lessee of **dual interest leased property** have other insurance against loss or damage covered by this policy, we shall not pay any amount greater than the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total applicable limits of insurance covering the loss or damage.

This insurance is excess of any other insurance for **dual interest leased property** of others.

Recovered Leased Property

If any lost or damaged **dual interest leased property** is recovered by you, the lessee or us after a loss payment is made, the party making the recovery must give the other parties prompt notice.

If any lost or damaged **dual interest leased property** has a salvage value, we shall control the disposition of such salvage.

When **dual interest leased property** is recovered, you may:

- keep the recovered **dual interest leased property** and return the loss payment to us; or
- keep the loss payment and we will keep the recovered **dual interest leased property**.

If any recovered **dual interest leased property** has salvage value, or if there is any money recovered through subrogation, we will reimburse you from the amount recovered for:

- the deductible amount that was paid;
- the penalties you paid as a result of Coinsurance, if applicable, or any applicable reporting condition of this insurance; and
- any uninsured loss resulting from an insufficient Limit Of Insurance.

Dual Interest Leased Property

Conditions

*Recovered Leased
Property
(continued)*

If there are any expenses in recovering any lost or damaged **dual interest leased property**, or through subrogation, we will share the expenses with you in proportion to the amount we are each reimbursed.

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Dual Interest Leased Property

Definitions

Dual Interest Leased Property

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Dual interest leased property means property of the type described in the Declarations under Dual Interest Leased Property which you own, or which is owned by others and in your care, custody or control, and which you have leased or rented to others when:

- there is no written contract or written agreement between you and the lessee of the property; or
- there is a written contract or written agreement between you and the lessee of the property stipulating that you shall bear and assume responsibility for loss or damage.

Dual interest leased property also means property of the type described in the Declarations under Dual Interest Leased Property after the cancellation, expiration or termination of the lease agreement, or after your repossession of the property due to default or otherwise, provided that such property:

- A. was **dual interest leased property** which was insured by this contract before the cancellation, expiration or termination of the lease agreement, or before your repossession;
- B. has not been leased to any other party unless:
 1. there is no new written contract or written agreement between you and the new lessee of the property; or
 2. there is a new written contract or written agreement between you and the lessee of the property stipulating that you shall bear and assume responsibility for loss or damage;
- C. has not been sold or otherwise disposed of; and
- D. is not at premises you own, lease or occupy, or within 1,000 feet of such premises.

Dual interest leased property does not mean:

- accounts, bills, deeds, evidences of debt or other valuable papers or records;
- aircraft, motor vehicles, trailers, semi-trailers or watercraft;
- bridges, tunnels, piers, wharves or docks;
- buildings and other structures;
- contractors' mobile machinery and equipment, and mobile machinery and equipment used for mining;
- equipment in course of manufacture;
- jewelry, watches, furs, garments trimmed with fur, bullion, precious metals, precious or semi-precious stones or gems, or stamps or coins whose value exceeds face value;
- **media;**
- money, notes or securities;
- property after your interest in it ceases; or
- railroad locomotives and rolling stock.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Electronic Data Processing Hardware

Electronic data processing hardware means:

- data processing systems;
- electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- equipment, component parts and related peripheral equipment, including air conditioning and fire protective equipment, used solely for data processing operations.

Electronic data processing hardware does not mean:

- accounts, bills, deeds, evidences of debt or other valuable papers or records;
- equipment in course of manufacture;
- **media**;
- money, notes or securities;
- property after your interest in it ceases; or
- telephone equipment.

In Transit

In transit means being shipped by air, surface or waterborne conveyance from the time beginning:

- when, if shipped from your premises in or on conveyances you own, lease or operate, the **dual interest leased property** departs your premises;
- when, if shipped from premises of others in or on conveyances you own, lease or operate, the **dual interest leased property** is transferred into your care, custody or control; or
- when the **dual interest leased property** is actually moved from the point of shipment bound for a specified destination, if shipped in or on any other conveyance;

and ending:

- when the **dual interest leased property** is accepted by, or on behalf of, the consignee at the intended destination;
- when the **dual interest leased property** is accepted by, or on behalf of, the consignee at any intermediate point short of reaching the original intended destination;
- at such point where you, or the owner of the **dual interest leased property** if other than you, order the **dual interest leased property** stopped and held pending instructions. However, this does not apply to **dual interest leased property** while in the custody of a carrier for hire and which is being held at a location, other than the intended destination, by such carrier's "on-hand" department for a period not to exceed 30 days; or
- when, if shipped to your premises in or on conveyances you own, lease or operate, the **dual interest leased property** arrives at your premises.

Dual Interest Leased Property

Definitions

In Transit (continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

In transit includes ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.

In transit also includes the period of time during which:

- there is a substantial and unauthorized deviation from the normal route by a carrier for hire; or
- the contract of carriage is, without your knowledge, abandoned en route by a carrier for hire, its agent, or its driver.

In transit does not mean:

- A. **dual interest leased property** shipped by mail, unless shipped by registered mail;
- B. import shipments, within the Coverage Territory, until such time as ocean marine insurance has ceased to cover such property;
- C. export shipments once:
 - 1. loaded on board any steamer or other watercraft; or
 - 2. ocean marine insurance has begun to cover such property,whichever first occurs; or
- D. **dual interest leased property** owned by others when you are acting as a carrier for hire.

Media

Media means:

- punch cards, tapes, discs, diskettes, drums, cells;
- other magnetic or optical recording or storage devices;
- the information recorded on this media; and
- the original source material used to enter data and/or program media.

Pollutants

Pollutants means:

- any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed;
- organisms or micro-organisms including bacteria, fungus, mold, or their spores or products; or
- viruses or other pathogens.

Specified Peril

Specified peril means:

- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;
- leakage from fire protection equipment;

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:***Specified Peril
(continued)*

- mine subsidence;
- riot or civil commotion;
- sinkhole collapse;
- smoke;
- vandalism;
- vehicles;
- volcanic action; or
- wind or hail.