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# **FIREARMS OWNER INLAND MARINE COVERAGE FORM**

## **NOTICE:**

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.**

**THROUGHOUT THIS COVERAGE FORM, THE WORDS YOU AND YOUR REFER TO THE NAMED INSURED SHOWN ON THE DECLARATIONS. THE WORDS WE, US, AND OUR REFER TO THE COMPANY PROVIDING THIS INSURANCE.**

**OTHER WORDS AND PHRASES THAT APPEAR IN QUOTATION MARKS HAVE SPECIAL MEANING. REFER TO PARAGRAPH G - DEFINITIONS.**

**THIS POLICY IS UNIQUE IN ITS' COVERAGES. IT IS HIGHLY RECOMMENDED THAT YOU CONSULT WITH YOUR AGENT OR AN ATTORNEY TO UNDERSTAND THIS POLICY.**

The following Table of Contents shows how this Firearms Owner Inland Marine Coverage is organized. It will help locate particular sections of this form.

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**A. FIREARMS & ACCESSORIES COVERAGE**

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from any Covered Cause of Loss.

**1. Covered Property**

Covered Property as used in this coverage form means property located anywhere in the "coverage territory" including in transit that is:

- a. "Firearms", air guns, bows and arrows; and
- b. "Stun Guns"; and
- c. Antique, collectible, and other "firearms", and similar collectible weaponry; and
- d. "Accessories & attachments".

**2. Property Not Covered**

Covered Property does not include:

- a. Ammunition, bayonets, or knives; or
- b. Contraband; or
- c. Property while in the course of illegal use, trade or transportation; or
- d. Property being worked upon, restored, retouched or undergoing any such work; or
- e. Gun cases or gun safes unless scheduled.

**3. Covered Cause of Loss**

Covered Cause of Loss means the direct physical loss or damage to Covered Property except those causes of loss listed in paragraph **B. EXCLUSIONS**.

**4. Additional Coverages: The following additional coverages are added to this policy:**

**a. Earth Movement**

We will pay for direct physical loss or damage to covered property caused by or resulting from earth movement. The most we will pay under this Additional Coverage in any one occurrence, subject to **C. LIMITS OF INSURANCE** for the specific items of Covered Property and the deductible shown in the Declarations as applicable to Additional Coverages, regardless of the types or number of items lost or damaged or locations involved is \$30,000. This limit is part of and does not increase the Limit of Insurance applicable to Covered Property. Unscheduled property remains limited to a maximum per item payment of \$5,000, subject to subparagraph **5. Loss Payment** of paragraph **E. PROPERTY LOSS CONDITIONS**. Subparagraph **1. Earth Movement** of paragraph **B. EXCLUSIONS** still applies except to the extent that coverage is provided under this Additional Coverage.

**b. Newly Acquired Property**

Subject to a maximum limit of insurance under this policy of \$10,000 and the deductible shown in the Declarations as applicable to Additional Coverages, if during the policy period you acquire additional property of a type already included on a "schedule of insured items" and all such property you own is included on that "schedule of insured items" as Covered Property, we will cover it for up to 180 days after you acquire the property, but not beyond the end of the policy period provided you report a description and the values of such property to us within 180 days from the date you take possession and pay any additional premium due. If you do not report such property to us within 180 days after acquisition coverage will cease automatically.

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as of the date the property was acquired. However, if you report the acquisition of such Covered Property more than 180 days after acquisition for inclusion in this coverage, and pay the applicable premium, coverage will be added the date it is reported to us but shall not be back-dated to time of acquisition.

**c. Government Search and Seizure**

Notwithstanding **Exclusion 2. Governmental Action**, and subject to **C. LIMITS OF INSURANCE** for the specific items of Covered Property and the deductible shown in the Declarations as applicable to Additional Coverages, we will reimburse you for "government seizure losses and expenses" to Covered Property listed on a "schedule of insured items" for amounts up to \$25,000 arising out of a "government seizure event" to which this insurance applies. This insurance applies only if:

- (1) A governmental or law enforcement agency or body, including a court, has commenced or authorized action against a you to seize your "lawful property"; and
- (2) The seizure is not the result of a "narcotics offense", a "hunting or fishing license violation", an extreme risk protection order, or the result of any other criminal investigation related to the insured's conduct; and
- (3) Real property owned or leased by any insured is not the subject of the seizure; and
- (4) The "governmental seizure event" did not first occur, nor was it filed, pursued, or published prior to the effective date of this policy or after its expiration or termination date; and
- (5) The "governmental seizure event" is not caused by, or arises out of, or related to the return, forfeiture or seizure of property that was stolen, whether or not any insured knew that such property was stolen; and
- (6) The "governmental seizure event" did not involve the seizure of "contraband". However, for the purposes of this Additional Coverage, Covered Property:
  - (a) that was legal to buy, sell or own at the time you purchased it; and
  - (b) that you obtained legally; and
  - (c) for which you can produce receipts or other proof that it was legally purchased is not to be considered "contraband"; and
- (7) The "governmental seizure event" is reported to us in writing as soon as practicable; and
- (8) You provide us full documentation of all "government seizure losses and expenses" upon our request.

**B. EXCLUSIONS**

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Earth Movement**

- a. Earthquake, including tremors and aftershocks and 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;

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- d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which 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.

But 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.

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

This exclusion applies regardless of whether any of the above, is caused by an act of nature or is otherwise caused.

## **2. Governmental Action**

Seizure or destruction of property by order of governmental authority.

However, 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 policy.

## **3. 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.

## **4. 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.

## **5. Certain Computer-related Losses**

- a. The failure, malfunction or inadequacy of any of the following, whether belonging to any insured or to others:
  - (1) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
  - (2) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
  - (3) "Computer" operating systems and related software;
  - (4) "Computer" networks;
  - (5) Microprocessors ("computer" chips) not part of any "computer" system; or
  - (6) Any other computerized or electronic equipment or components; or

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- b. 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. above, or due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- c. 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. above.

**6. "Fungi", Wet Rot Or Dry Rot**

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

**7. Virus Or Bacteria**

- a. Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- b. However, the exclusion in Paragraph a. does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion 6.
- c. With respect to any loss or damage subject to the exclusion in Paragraph a., such exclusion supersedes any exclusion relating to "pollutants".

**8. Dishonesty**

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners of a partnership, members in a Limited Liability Company or Association, officers, managers, employees (including temporary or leased employees), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

**9. False Pretense**

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.

**10. Exposed Property**

Rain, snow, ice, or sleet to personal property in the open.

**11. Neglect**

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

**12. Other Types Of Loss**

- a. Wear and tear;
- b. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- c. Smog;
- d. Settling, cracking, shrinking or expansion;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- f. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- g. Dampness or dryness of atmosphere;
- h. Changes in or extremes of temperature; or
- i. Marring or scratching.

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**13. Continuous Or Repeated Seepage Or Leakage Of Water**

Continuous or repeated exposure to seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor.

**14. Theft From an Unattended Vehicle**

Theft from an unattended vehicle.

This exclusion does not apply if at the time of the theft:

- a. The covered property was hidden from view from outside the vehicle; and
- b. All the vehicle's doors and windows were locked and closed; and
- c. There are signs of forcible entry into the vehicle; and
- d. The vehicle was equipped with an audible alarm that activated due to the forcible entry.

**C. LIMITS OF INSURANCE**

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance shown in the Declarations less the applicable deductible.
2. If the Declarations indicate that the Covered Property is subject to a "schedule of insured items" the amount of insurance shown for each item in the schedule is the most we will pay for any single item of Covered Property.
3. If the Declarations indicate that this policy provides coverage for unscheduled Covered Property the most we will pay is determined as follows:
  - a. For any individual piece of Covered Property, the limit per item shown in the declarations; or
  - b. In the event of more than one item of Covered Property subject to loss from the same occurrence the limit per occurrence shown in the schedule

However, the amount of coverage available for any number of unscheduled items is further limited by the amount the value of all unscheduled Covered Property suffering loss or damage bears to all unscheduled Covered Property insured by this policy.

4. In the event that the Declarations show Covered Property subject to both a "schedule of insured items" and also unscheduled coverage, items described on the "schedule of insured items" are not included within any coverage provided on an unscheduled basis.

**D. DEDUCTIBLES**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.
2. The deductible applies per occurrence unless otherwise endorsed to apply per item.

**E. PROPERTY LOSS CONDITIONS**

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. Appraisal is mandatory if invoked by either party. In this event, each party will select a qualified, impartial appraiser. The two appraisers will select a qualified, impartial umpire. If the appraisers cannot agree on the umpire, either you or we may request, after reasonable written notice to the other, that the selection be made by a court having jurisdiction. We and you will cooperate with the appraisers and umpire to provide information and access to the property to appraise the

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loss. If the appraisers agree, they shall issue a detailed appraisal decision which will be binding on you and us. If the appraisers fail to agree, they will submit their differences to the umpire. The umpire shall consider the submissions, independently appraise the loss, and issue a detailed appraisal decision that will be binding on you and us. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

In this section, impartial appraiser and impartial umpire shall mean a person who is not a current employee of either party and whose compensation from any source is not affected by the amount of the award or the insured's recovery on the claim.

In this section, detailed appraisal decision shall mean a written appraisal which provides line-item descriptions and amounts for any category of damage or expense requested by you or us, in writing, within thirty (30) days of the initial request for appraisal. The requests for particular line-items may include, but are not limited to, the value of the property, the cost of repair or replacement of any particular component of the property, the cost attributable to code upgrades, the cause(s) of the damage appraised, and the dates that any particular damage occurred or manifested. However, the requests may not, and the appraisal shall not, address which categories of the award, if any, are covered by this policy. The parties retain the right to have a court of competent jurisdiction determine which elements of the appraisal, if any, are covered under this policy based on the facts determined by the appraisal, the policy and applicable law. They also retain the right to have the court determine the cause(s) of the damage appraised, if there is any post-appraisal disagreement concerning causation. The request for a particular line-item shall not be deemed an admission by either party that such category is covered or not covered by this policy.

In the event the appraisal panel cannot determine a line-item requested by you or us, that inability and the reason shall be indicated on the detailed appraisal decision. To the extent that any questions of coverage or causation require determination of any fact not established by the detailed appraisal decision, the parties may offer evidence relevant to that fact in litigating the issues of coverage or causation.

### **3. Duties In The Event Of Loss Or Damage**

- a. You must see that all of the following are done in the event of loss or damage to Covered Property:
  - (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

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(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and  
b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

**5. Loss Payment**

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
- (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph d. below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.  
c. We will not pay you more than your financial interest in the Covered Property.  
d. We will determine the value of Covered Property as follows:

**(1) Scheduled Items**

The value of each item that is individually listed and described is the amount shown for that item in the Schedule of Insured Items or on the most current schedule you provided and that is on file with us, not to exceed the "fair market value".

But if a Scheduled Item describes a group of items by general type, category, or location, any one item will be valued at "fair market value", not to exceed the Limit of Insurance applying to such group of items.

**(2) Unscheduled Items and Related Items**

The value of any unscheduled item will be the "fair market value" of the item(s) sustaining loss or damage.

The most we will pay for any one unscheduled item will not exceed the Limit of Insurance or \$5,000 per item for Any One Unscheduled Item shown in the Declarations.

We will settle your claim on a "fair market value" basis and not pay on a replacement cost or actual cash value basis for any loss or damage

**(3) Accessories & Attachments**

The value of "accessories & attachments" will be the cost to replace (without deduction for depreciation) the lost or damaged property, but we will not pay more for loss or damage on a replacement cost basis than the least of the following:

- (a) The Limit of Insurance applicable to the lost or damaged Covered Property;
- (b) The cost to replace such property with other property of similar quality and capability and used for the same purpose; or



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- (c) The amount you actually spend to repair or replace the lost or damaged Covered Property with other property of similar quality and capability and used for the same purpose.

If the lost or damaged Covered Property is not repaired or replaced within 180 days of the date of loss or damage, we will value the property on an actual cash value basis.

Any loss payment we make for covered loss or damage to Covered Property will include any reduction in value between the value of the property prior to loss or damage and the value of the property after repair or restoration following loss or damage.

**6. Pair Or Set**

In case of covered loss or damage to Covered Property that is part of a pair or set we may choose to repair or replace any part of the pair or set to restore its previous function. In case of loss or damage to Covered Property consisting of several parts when complete we will only pay for the value of the lost or damaged parts.

**7. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance.

**F. PROPERTY GENERAL CONDITIONS**

**1. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Part does not apply to any Covered Property if you, or any other insured, have concealed or misrepresented a material fact, or fraudulently made statements or transmitted information:

- a. In the application for coverage regarding the condition, location or use of Covered Property; or
- b. That describe or state the nature, function, purchase price, or value of such Covered Property; or
- c. Regarding your insurable interest in the Covered Property; or
- d. Regarding the circumstances, situation, or facts related to any claim made related to loss or damage of Covered Property.

**3. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**4. Policy Period, Coverage Territory**

- a. We cover loss or damage commencing:

- (1) During the "policy period" shown in the Declarations; and
- (2) Within the "coverage territory" or, with respect to property in transit, while it is between points in the "coverage territory".

- b. The "coverage territory" is:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and

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(3) Canada.

**G. DEFINITIONS**

1. "Accessories & attachments" means scopes, rings, mounts, slings, clips, magazines, speed loaders, holsters sling swivels, suppressors, additional barrels, traps used to capture fur bearing animals, or any other property specifically listed on a "schedule of insured items" for which a description and value is shown.
2. "Computer" means:
  - a. Programmable electronic equipment that is used to store, retrieve and process data; and
  - b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission."Computer" does not include those used to operate production-type machinery or equipment.
3. "Contraband" means any item of property, including Covered Property that is illegal to buy, sell or possess prior to the effective date shown in the Declarations.
4. "Fair market value" means the price at which property would change hands between a willing seller and a buyer, each with some knowledge of the facts and neither being under pressure to buy or sell.
5. "Firearm" means a legally possessed weapon from which a projectile is expelled by gunpowder or compressed air.
6. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
7. "Government seizure losses and expenses" means those sums necessary and incidental to compensate you for loss to Covered Property caused by a "governmental seizure event". Legal expenses directly incurred, with our prior approval, to secure return of such property are included in this definition. In the event the governmental unit has compensated an insured for the seizure, amounts that have been demonstrated to be the actual value of the Covered Property seized that are in excess of the compensation amount are included.
8. "Governmental seizure event" means the forcible taking of Covered Property without compensation, or with inadequate compensation, by a governmental or law enforcement agency within the "coverage territory". "Governmental seizure event" does not include the taking of property by eminent domain or the surrender of property due to law, statute or ordinance requiring the owner to remove the property from a state, city, town or other jurisdiction.
9. "Hunting or fishing license violation" means hunting or fishing without the required license, or hunting or fishing in violation of the terms of a hunting or fishing license or applicable law.
10. "Lawful property" means Covered Property legally possessed as of the effective date of this policy shown in the Declarations. "Lawful property" does not include property that any insured has claimed by squatter's rights, or other such scheme or theory.
11. "Narcotics offense" means any offense for which the Controlled Substances Act or any other similar law regulating the sale, distribution and use of pharmaceuticals, drugs or alcohol allows for the seizure of property.
12. "Policy Period" means the period set forth in the Declarations, or any shorter period arising as a result of cancellation of this policy.
13. "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.
14. "Pollution Condition" means the discharge, dispersal, release or escape of any "pollutant, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered, unless such natural conditions are released or dispersed as a result of the performance of "covered operations", and such release or dispersal is unexpected and unintended from the standpoint of the insured.

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- 15.** "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice, or sleet; or water damage.
- a.** Sinkhole collapse means 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:
- (1)** The cost of filling sinkholes; or
  - (2)** Sinking or collapse of land into man-made underground cavities.
- b.** Falling objects does not include loss of or damage to:
- (1)** Personal property in the open; or
  - (2)** 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.
- c.** Water damage means:
- (1)** Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and
- 16.** "Schedule of insured items" means a schedule attached to this policy showing a description of the item and the amount of insurance provided on that item.
- 17.** "Stun Gun" means a weapon or other device that emits an electrical shock or current to incapacitate a target.