

## PERSONAL COMPUTER ENDORSEMENT

This endorsement applies if indicated under COVERAGES as shown on the policy declarations page.

We provide the insurance described in the Declaration Page or attached schedule for the period for which you have paid the premium and subject to the terms and conditions which follow. The Coverage Summary page summarizes the COVERAGES and limits of insurance we have agreed to provide and the period for which they are provided.

Only the person(s) named on the Declaration Page may take legal action against us.

### DEFINITIONS OF TERMS

The words "you", "your" and "we" have the same meaning as in Section I of this policy.

"Data" means information, including programs, recorded on electronic media usable in data processing operations.

"Media" means materials on which data is electronically recorded such as but not only limited to magnetic tapes, diskettes, disk packs, and cassettes.

"Equipment" means the central processing unit and ancillary equipment including, but not limited to, terminals, keyboards, printers, disk or tape drives, cassette tape recorders and word processing equipment.

### PROPERTY INSURED

We insure electronic media equipment up to the limits shown on the Policy Declaration. Coverage is provided for such property owned by you or for which you are legally responsible, including property leased or rented from other.

#### We do not insure:

1. Property used primarily for business purposes
2. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds manuscripts or any other documents, including source documents and programming instructions or such materials
3. Property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire
4. Property illegally acquired, kept, stored or transported or property seized or confiscated or breach of any law or by order of any public authority.

#### Newly Acquired Property

If you acquire any additional data, media or equipment, we will automatically insure these under this form for up to \$2,000 provided you notify us within 30 days of acquiring such new property.

### INSURED PERILS

You are insured against All Risks if direct physical loss or damage subject to the exclusions and conditions which follow.

### LOSS OR DAMAGE NOT INSURED

#### We do not insure:

1. The cost of gathering or assembling information of data
2. Wear and Tear
3. Loss or damage resulting from the intentional acts of, or the failure to act by:
  - a) Any person insured by this form, or
  - b) Any other person at the direction of any person insured by this form.

#### We do not insure loss or damage caused by:

4. Mechanical breakdown, faulty workmanship or materials or error or omission in the design of the property insured unless fire or explosion ensues, and then only for loss, damage or expense caused by the ensuing fire or explosion.
5. Data processing media failure or breakdown or malfunction of the data processing system including equipment and components parts, unless fire or explosion ensues and then only for the loss damage or expense caused by the ensuing fire or explosion.
6. Short circuit or blow out, other than caused by lightning, within the property covered, unless fire or explosion ensued and then only for the loss, damage or expense caused by the ensuing fire or explosion.
7. Injury or erasure of electronically recorded data by a change, interruption, power surge or brownout of the electric power supply
8. Injury or erasure of electronically recorded data resulting from an error in computer programming or instructions to the computer or improper storage or handling of media
9. Actual work being done to the property unless fire or explosion ensues and then only for the loss, damage or expense caused by the ensuing fire or explosion
10. Inherent vice, latent defect, deterioration, rust or corrosion, extremes of temperature, dryness or dampness of atmosphere or depreciation
11. Vermin, insects, or domestic animals including birds
12. Any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material
13. War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

### DEDUCTIBLE CLAUSE

We pay only the amount by which the insured loss or damage exceeds \$100 in any one occurrence.

### BASIS OF CLAIM SETTLEMENT

We will pay up to the limit of insurance shown for each item listed on the Coverage Summary page for any insured loss or damage.

#### We will pay the lesser of:

1. The cost to repair the item with material of similar kind, or
2. The cost to replace the item with another item of similar kind, quality and usefulness, or

3. The applicable limit of insurance, provided:

- a) The property, at the time of loss, was usable for its original purpose and
- b) The loss or damage is repaired or replaced as soon as reasonable possible after it occurs.

Otherwise, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.

**All the Statutory and Additional Conditions of the policy also apply to this endorsement.**

SAMPLE