

Personal Computer Form (Farm)

We insure your Personal Computer System listed in the Schedule of Articles Insured attached to your Declarations Page against all risks of direct physical loss or damage subject to the terms and conditions of this Form.

Definitions

"Personal Computer System" means Equipment, Media and Software.

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

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

"Software" means programs or instructions stored on media.

Loss or Damage Not Insured

We do not insure:

1. any property illegally acquired, kept, stored or transported, or property subject to forfeiture, seized or confiscated for breach of any law or by order of any public authority;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. property undergoing any process, repair or operation where the damage results from such process, repair or operation, but we do insure resultant damage to other property listed in the Schedule of Articles Insured attached to the Declarations Page;
4. the cost of gathering or assembling computer information or data, writing the computer program or unlicensed software.

We do not insure loss or damage caused by or resulting from:

5. wear and tear, deterioration, defect or mechanical breakdown;
6. birds, vermin, rodents, raccoons, skunks or insects;
7. 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;
8. contamination by radioactive material;
9. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
10. any intentional, criminal, willful or insane act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
11. electric or magnetic injury, disturbance, or erasure of electronic recordings except by lightning.

BASIS OF CLAIM PAYMENT

We will pay up to the amount shown for each item in the Schedule of Articles Insured. Claims for loss or damage will be settled on the basis of Replacement Cost.

However, we will not pay more than the Actual Cash Value:

1. if repair or replacement is not effected as soon as reasonably possible, but in no case more than one (1) year after the date of loss;
2. if the property was no longer in use for its originally intended purpose;
3. if the damaged article was not in working order before the loss or if the article was obsolete.

"Replacement Cost" means the cost, at the time of loss, of repairs or replacement (whichever is lower), with new property of similar kind and quality, without deduction for depreciation.

"Actual Cash Value" means the cost at the time of loss to repair or replace property less depreciation. In determining depreciation, we will consider, but are not limited to the age, condition, resale value, obsolescence, and normal life expectancy of the property at the time of the loss.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Declarations Page in anyone occurrence.

Special Conditions

Any loss or damage shall not reduce the amounts of insurance provided by this Form. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within thirty (30) days.

Newly Acquired Articles

If you acquire any additional equipment, media or software we will automatically insure these under this Form provided you notify us within thirty (30) days. We will not pay more than five thousand dollars (\$5,000) under this extension for equipment nor more than one thousand dollars (\$1,000) for media or software.

All other terms, conditions, provisions, definitions, and exclusions of the policy to which this Form applies remain unchanged.