

# COMPUTER VIRUS

This Endorsement Changes The Bond. Please Read it Carefully.

Certain words and phrases that appear in bold have special meaning as defined in the Intact form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

In consideration of the payment of the premium, it is hereby understood and agreed that:

1. This **"Bond"** is amended by adding an additional Insuring Agreement as follows:

## COMPUTER VIRUS

- A. Loss resulting directly from the **"Insured"** having, in good faith, transferred, paid or delivered, any funds or **"Property"**, established any credit, debited any account or given value as the direct result of the destruction or attempted destruction of the **"Insured's"** **"Electronic Data"** due to a **"Computer Virus"** caused by any person while such **"Electronic Data"** are stored within the **"Insured's"** Computer System or a **"Service Bureau's"** Computer System.
  - B. Loss resulting directly from the destruction or attempted destruction of the **"Insured's"** **"Electronic Data"** as the direct result of a **"Computer Virus"** caused by any person while such **"Electronic Data"** are stored within the **"Insured's"** Computer System or **"Service Bureau's"** Computer System.
2. For the purpose of this Endorsement, the following definitions are added to this **"Bond"**:
    - i) **"Computer Virus"** means a set of unauthorized instructions, programmatic or otherwise, that propagate themselves through the **"Insured's"** Computer System and/or networks which instructions were maliciously introduced by a person other than by an identifiable employee.
    - ii) **"Electronic Data"** means facts or information converted to a form usable in a Computer System.
    - iii) **"Service Bureau"** means a natural person, partnership or corporation authorized by written agreement to perform data processing services using computer systems
  3. In case of loss of **"Electronic Data"**, the **"Underwriter"** shall be liable under this **"Bond"** only if such data is actually reproduced by other **"Electronic Data"** of the same kind or quality and then for not more than the cost of labour and computer time for the actual transcription or copying of data which shall have been furnished by the **"Insured"** in order to reproduce such **"Electronic Data"** subject, of course, to the applicable Limit of Liability.
  4. The **"Underwriter's"** total liability for each loss under the foregoing **Computer Virus Insuring Agreement**, is limited to the amount stated in the Declaration Page(s) for this Endorsement.
  5. The Deductible applicable for each loss is the amount stated in the Declaration Page(s) for this Endorsement.

All other terms and conditions of this Policy remain unchanged.