

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY**

## **SPECIAL COMPUTER COVERAGE – FLORIDA**

**DEFINITIONS**

With respect to the coverage provided by this endorsement:

**“Computer equipment”** means:

1. Computer hardware, software, operating systems or networks; and
2. Other electronic parts, equipment or systems solely designed for use with or connected to equipment 1. above.

**SECTION I – PERILS INSURED AGAINST**

With respect to “computer equipment” defined above, the Perils Insured Against which apply to Coverage **C** – Personal Property are replaced by the following:

1. We cover an “insured’s” “computer equipment”, as defined in this endorsement, against direct physical loss.
2. We do not insure, however, for loss:
  - a. Excluded under Section I – Exclusions.
  - b. Caused by:
    - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
      - (a) Maintain heat in the building; or
      - (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- (2) Theft in or to a dwelling under construction, until the dwelling is finished and occupied;
- (3) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

- (4) Attempted theft, theft, vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the attempted theft, theft, vandalism or malicious mischief, if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant”;
- (5) Dampness of atmosphere or extremes of temperature unless the direct cause of loss is:
  - (a) Rain or snow; or
  - (b) Sleet or hail;
- (6) Refinishing, renovating or repairing property;
- (7) Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft of all types, including their:
  - (a) Trailers;
  - (b) Furnishings;
  - (c) Equipment; and
  - (d) Outboard engines or motors;
- (8) Acts or decisions, including the failure to act or decide, of any:
  - (a) Person or group; or
  - (b) Organization or governmental body.

However, any ensuing loss not excluded or excepted in this policy is covered; or

- (9) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion;
  - (d) Smoke from:
    - (i) Agricultural smudging; or
    - (ii) Industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.
 

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;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of:
  - (i) Pavements or patios;
  - (ii) Footings or foundations;
  - (iii) Walls or floors;
  - (iv) Roofs or ceilings; or
  - (v) Bulkheads;
- (g) Animals, birds, rodents, reptiles, insects or fish; or
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any of the above listed in (g).

#### Exception To b.(9)

Unless the loss is otherwise excluded, we cover loss to "computer equipment" resulting from an accidental discharge or overflow of water or steam from within a:

- (i) plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

However, there is no coverage if the dwelling is "vacant" or "unoccupied" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

- (a) Shut off the water supply; and
- (b) Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming pools or outdoor irrigation wells.

We do not cover loss to the system or appliance from which this water or steam escaped.

On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises".

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

In Forms **TRUE HO 00 03** and **TRUE HO 00 05**, Section I – Water Exclusion, Paragraphs **a.** and **c.**, that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under **b.(9)** above. In Form **TRUE HO 00 06**, this is paragraphs **a.** and **d.**

With respect to the precluded perils in **2.b.(1)** through **(3)** and **b.(9)**, any ensuing loss not precluded by any other provision in this policy is covered.

#### SPECIAL CONDITIONS

The coverage offered by this endorsement does not:

- 3. In the event of "sinkhole loss":
  - a. Increase the Coverage **C** Limit of Liability;
  - b. Modify Coverage **C** Special Limits of Liability; or
  - c. Modify any provision that applies to Coverage **C** Property Not Covered.

All other provisions of this policy apply.