

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

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COMMERCIAL COMPUTER 2000

ACCIDENTAL DAMAGE COVERAGE SECTION

Definitions:

Accidental physical damage means an unexpected and unintentional external event that results in physical damage to **your** or the entrusted user's property. The damage shall not be foreseeable and shall be beyond the control of **you** or the individual entrusted with care, custody and control of the **scheduled covered property**.

Neglect means **your** or the entrusted user's disregard to use all reasonable means to save and preserve **your** or the entrusted user's property.

Abuse means:

- a. improper usage or careless treatment of **scheduled covered property** by **you** or the entrusted user;
- b. intentionally or recklessly damaging or destroying property by **you** or the entrusted user;
- c. operating the product outside the permitted or intended uses described by the manufacturer's instructions.

Intentional damage means any **loss** arising out of any act, or willful **neglect** by **you** or the entrusted user to commit or conspire to commit with the intent to cause a **loss**, including imposition of any abnormal conditions to **your** or the entrusted user's **scheduled covered property**.

Mechanical and electrical breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Preexisting condition means failures, defects, damages or **loss**, that **you** or the entrusted user should have reasonably known to be present prior to the effective date of the Policy.

Wear and tear means the reduction in value to **scheduled covered property** stemming from routine use and exposure.

Cosmetic damage or restoration means damages or changes to the physical appearance of the **scheduled covered property** that do not impede or hinder the normal operational function of the **scheduled covered property** such as scratches, abrasion, change in color, texture or finish.

Flood means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

Mysterious disappearance means the disappearance of property without the knowledge as to place, time or manner of its **loss**.

Theft means the unlawful taking or removing of property without **your** or the entrusted user's consent and the intent to deprive **you** or the entrusted user.

Covered Cause of Loss:

AJ8821EKK-0505

We will provide coverage to your scheduled covered property against accidental physical damage.

Exclusions:

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**:

1. Fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, vandalism or malicious mischief, damage by burglars, falling objects, weight of ice, snow, or sleet, sudden crackling of steam or hot water heating system, freezing, sudden damage from artificial electric currents, or flood.
2. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear** and **tear**, faulty materials or design errors.
3. **Neglect, Abuse or Intentional Damage** including not following the original equipment manufacturer's guidelines for operations and use.
4. **Cosmetic damage or restoration.**
5. Any increase in **loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
6. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
7. Nuclear hazard, reaction or radiation, or radioactive contamination, however caused.
8. War, including undeclared or civil war, and war like 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 insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
9. Strikers or anyone else at the site of **your** or the entrusted user's property that interferes with **your** or the entrusted user's efforts to prevent a **loss** or damage or to fix the damage or resume **your** or the entrusted user's normal business or operations.
10. The suspension, cancellation, lapse or default of any lease, license, contract or order.
11. A delay in or interruption of any business, manufacturing or processing activity.

12. Any intentional dishonest, fraudulent or criminal acts by **you**, the entrusted user, or **your** partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier or hire.
13. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
14. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
15. **Loss** to **electronic data processing equipment** contained on or installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
16. **Loss** caused by **you** or the entrusted user due to **neglect** or for failure to use all reasonable means to resume business that has been interrupted or consequential **loss** or damages arising out of the use of or inability to use the **scheduled covered property**.
17. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
18. **Loss** or damage to **scheduled covered property** held by **you** or the entrusted user for sale, rent or lease.
19. **Theft or Mysterious disappearance.**
20. **Loss** or damage caused by **mechanical** and/or **electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.
21. **Physical environment** such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
22. **Loss** or damage caused by:
 - a. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times:
 - (1) **electronic data processing equipment**; or
 - (2) data; or
 - (3) **software** and/or **media**;
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you** or the entrusted user, or for **you** or the entrusted user by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item a. above.
 - c. Any **loss** of data resulting from problems described in item a. above.

If an excluded Cause of **loss** as described in Item a., b., and c. results in a Covered Cause of **loss**, we will pay

only for the **loss** or damage caused by such Covered Cause of **loss**.

We will not pay for repair, replacement or modification of any items in item a. to correct any deficiencies or change any features.

23. Additional cost(s) of on-site service to **you** or the entrusted user's location, such as travel charges.
24. Costs which are recoverable under any product or manufacturer's warranty or extended warranty.
25. Losses that occur outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium has been paid.
26. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy.
27. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed on the Declarations Page.

The following has been added to the **CONDITION, Your Duties In the Event of Loss or Damage:**

- k. Submit a copy of the fire report detailing the **loss** incurred.