



ZURICH[®]

Flexiflite Insurance

Domestic computer equipment section

Defined events

Loss of or damage (damage) to the property insured being the electronic data processing equipment or proprietary software listed in the schedule belonging to the insured or members of the insureds' family normally resident with the insured anywhere in the world from any cause not excluded by this section.

Basis of indemnification

1. Partial loss

The costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before it was damaged provided that

- (a) the value of parts that can be used in any way will be deducted.
- (b) the company will pay the costs of any temporary repairs the insured carries out without its consent in the interests of safety, or to minimise further loss of or damage to the property insured. If however these temporary repairs cause additional loss or damage, the consequences including any additional costs will be for the insureds' account.
- (c) where the damage is restricted to a part or parts of an insured item, the company will only be liable for the cost of the part or parts lost or damaged.

2. Total loss

The cost of reinstatement of the property insured to its condition when new provided that

- (a) reinstatement shall mean replacement of the item lost or destroyed by new property of equal performance and/or capacity or, if this is impossible, its replacement by new property having the nearest higher performance and/or capacity including any freight, dues and customs duties less the value of any salvage.
- (b) the sum insured in the schedule is the installed new replacement value of the property insured.
- (c) reinstatement is carried out without delay and in the most economical manner.
- (d) the insured must actually reinstate the property insured.
- (e) if the property insured is not reinstated, the company will indemnify the insured for the actual value of the property insured up to the cost of reinstatement.

Extensions and clauses

1. Reinstatement of data (if stated in the schedule to be included)

The company will indemnify the insured for all costs and expenses necessarily and reasonably incurred in the recompilation of data and/or programmes recorded on data carrying media lost as a result of an accident provided that such costs and expenses are not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data.

2. Limit of liability

The company's liability will not exceed the sums insured stated in the schedule.

3. Application of first amount payable

If more than one item of the property insured is lost or damaged in any one occurrence, the first amount payable shall be limited to the highest single amount applicable to such items in respect of the occurrence.

4. Average

If at the time of damage the cost of replacing the property insured as new is greater than the sum insured the insured will be considered as being their own insurer for the difference and will bear a rateable share of the damage.

5. Riot and strike

Damage directly occasioned by or through or in consequence of

- (a) civil commotion, labour disturbances, riot, strike or lockout;
 - (b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (a) above;
- provided that this event does not cover

- (a) damage occurring in the Republic of South Africa or Namibia.
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- (c) damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
- (d) damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (e) damage caused by or related to any occurrence referred to in General exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the company alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

Specific exceptions

The company shall not be liable for

1. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair.
2. loss or damage
 - (a) provided for under any maintenance and/or lease agreement.
 - (b) caused by wear and tear or gradually operating causes, development of poor contacts or scratching of painted or polished surfaces.
3. parts having a short life such as (but not limited to) x-ray tubes bulbs valves fuses or contacts and if such parts are damaged by a defined event the company will indemnify the insured for the residual value of such parts.
4. loss of use of the property insured or other consequential loss damage or liability of any nature other than losses specifically provided in this section.
5. any loss resulting from theft from any vehicle while left unattended, except theft as a result of visible forcible and violent entry to such vehicle.