

ELECTRONIC DATA PROCESSING FLOATER - RIDER MP15

I. PROPERTY INSURED

SECTION I - Electronic Data Processing Systems

Electronic data processing systems including equipment, components, connections and extensions thereof, being the property of the Insured or the property of others leased, rented or under the control of the Insured and for which the Insured is liable.

SECTION II - Active Data Processing Media

Active data processing media including programs being the property of the Insured or the property of others for which the Insured may be liable.

SECTION III - Extra Expense

Necessary extra expense incurred by the Insured in order to continue as nearly as practicable the normal operation of the Insured's business, immediately following damage to or destruction of the electronic data processing system including equipment, components, connections and extensions thereof and active data processing media therefor, owned, leased, rented or under the control of the Insured, as a direct result of an insured peril occurring during the term of this policy, but in no event to exceed the amount indicated in the "Limits of Insurance" section of this rider.

This section is also extended to include actual loss sustained:

- (1) when as a direct result of a peril insured against the premises in which the property is located is so damaged as to prevent access to such property or
- (2) when as a direct result of a peril insured against, the air conditioning system or electrical system necessary for the operation of the data processing equipment is so damaged as to reduce or suspend the Insured's ability to actually perform the operations normally performed by the data processing system.

The term "Extra Expense" as used herein is defined as the excess (if any) of the total cost of the operation of the business over and above the total cost of such operation that would normally have been incurred during the same period had no loss occurred; the cost in each case to include expense of using other property or facilities of other concerns or other necessary emergency expenses. In no event, however, shall the Insurer be liable for loss of profits or earnings resulting from diminution of business, nor for any direct or indirect property damage loss insurable under Property Damage policies, or for expenditures incurred in the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing any loss under this Insuring Agreement not exceeding, however, the amount in which the loss is so reduced. Any salvage value of property so acquired which may be sold or utilized by the Insured upon resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

II. LIMITS OF INSURANCE

This rider is applicable only with respect to those items of this clause for which an amount is shown in the Declarations, and the maximum liability of the Insurer in any one loss, casualty or disaster, including salvage charges and other expenses, shall not exceed 100% of:

1. Section I - Electronic Data Processing Systems
2. Section II - Active Data Processing Media
3. Section III - Extra Expense

III. DEDUCTIBLE

1. The Insurer is liable for the amount by which the loss or damage caused by mechanical failure, short circuit, blow out, electrical disturbance other than lightning exceeds \$1000 in any one occurrence.
2. The Insurer is liable for the amount by which the loss or damage caused by any insured peril other than stated in 1. above exceeds the amount of the deductible specified in the Declarations in any one occurrence.

IV. CO-INSURANCE CLAUSE

The Insurer shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to 90% of the actual cash value of all property insured hereunder at the time such loss shall happen.

V. PERILS INSURED

This rider, except as herein provided, insures against all risk of direct physical loss of or damage to the property insured.

VI. EXCLUSIONS

A. Property Excluded

This rider does not insure:

1. accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents;
2. property rented or leased to others while away from the premises of the Insured;
3. property illegally acquired, kept, stored or transported;
4. property seized or confiscated for breach of any law or by order of any public authority;
5. media or data which cannot be replaced with like kind or quality
6. property used for the cultivating, harvesting, processing, manufacturing, distributing or selling of marijuana, or any other substance falling under the Controlled Drug and Substances Act.

B. Perils Excluded

This rider does not insure against loss, damage or expense caused directly or indirectly by:

1. inherent vice, wear, tear, gradual deterioration or depreciation, latent defect, insects, vermin or rodents;
2. any dishonest, fraudulent or criminal act by any Insured, a partner therein or an officer, director or trustee thereof, whether acting alone or in collusion with others;
3. delay, loss of market, loss of use or interruption of business;
4. dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless directly resulting from physical damage to the data processing system's air conditioning facilities caused by a peril not excluded by the provisions of this rider;
5. actual work upon the property covered, unless fire or explosion ensues, and then only for loss, damage, or expense caused by such ensuing fire or explosion;
6. in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

C. Misinterpretation of Date Exclusion

This rider does not insure against loss or damage caused directly or indirectly by failure of any:

- a. electronic data processing equipment, or other equipment, including microchips embedded therein;
- b. computer program;
- c. software;
- d. media;
- e. data;
- f. memory storage system;
- g. memory storage device;
- h. real time clock;
- i. date calculator; or
- j. any other related component, system, process or device,

to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused directly by "Named Perils".

D. Data Exclusion

This rider does not insure:

1. "Data."
2. Loss or damage caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, or leakage from fire protective equipment, this exclusion 2. shall not apply to such resulting loss or damage.

Additional Exclusions (Applicable only to Section III)

The Insurer shall not be liable for Extra Expense incurred as a result of:

1. any local or provincial ordinance or law regulating construction or repair of buildings;
2. the suspension, lapse or cancellation of any lease, license, contract or order;
3. interference at premises by strikers or other persons with repairing or replacing the property damaged or destroyed or with the resumption or continuation of the Insured's occupancy.

VII. DEFINITIONS

1. "Active Data Processing Media" wherever used in this rider shall mean: all forms of converted data and programs and instruction vehicles employed in the Insured's electronic data processing system, except all such unused property.
2. The term "NORMAL" wherever used in this rider shall mean: The condition that would have existed had no loss occurred.
3. "Data" means representations of information or concepts, in any form.
4. "Data Problem" means:
 - a. erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
 - b. error in creating, amending, entering, deleting or using "Data"; or
 - c. inability to receive, transmit or use "Data".
5. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s), or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

VIII. VALUATION

Section I - Actual Cash Value

The Insurer shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality, but in no event to exceed the limit of liability hereinbefore stipulated.

Section II

The limit of the Insurer's liability for loss or damage shall not exceed the actual replacement or reproduction cost of the property; or, if not replaced or reproduced, blank value of media; all subject to the applicable limit of liability. The Insurer shall not be liable for the cost of gathering or assembling information or data.

IX. DIFFERENCE IN CONDITIONS (Applicable to Section I only)

1. It is a condition of this insurance that the Insured shall file with the Insurer a copy of any lease or rental agreement pertaining to the property insured hereunder insofar as concerns the lessor's liability for loss or damage to said property and coverage afforded hereunder shall be only for the difference in conditions between those contained in said lease or rental agreement and the terms of this policy. The Insured agrees to give the Insurer thirty (30) days advance notice of any alteration, cancellation or termination of the above mentioned leases or rental agreements pertaining to the lessor's liability.
2. It is a condition of this insurance that the maintenance agreement for the data processing system shall be maintained in force during the currency of this policy.

X. SPECIAL CONDITIONS (Applicable to Section III only)

Resumption of Operations

As soon as practicable after any loss, the Insured shall resume complete or partial business operations of the property herein described and, in so far as practicable, reduce or dispense with such additional charges and expenses as are being incurred.

Interruption by Civil Authority

This Insuring Agreement is extended to include the necessary Extra Expense by the Insured, as covered hereunder, during the length of time, not exceeding 2 consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.

XI. TERRITORIAL LIMITS

This agreement covers while the property is at locations and while in transit within the limits of Canada and the Continental United States of America (excluding Alaska).

XII. OTHER INSURANCE

Where there is any other valid insurance providing indemnity for loss for which this policy provides indemnity, the Insurer shall be liable only for its rateable proportion of the loss.

XIII. REINSTATEMENT

Any loss hereunder shall not reduce the amount of the rider.