

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

## **DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY

**A.** The following insuring agreement is added to Section **A. Insuring Agreements:**

We will pay for costs that you incur to restore or replace damaged or destroyed "electronic data" or "computer programs" stored within your "computer system" resulting directly from:

1. A virus designed to damage or destroy "electronic data" or "computer programs"; or
2. Vandalism by a person who has gained unauthorized access to your "computer system";

including reasonable costs that you incur to restore your "computer system" to the level of operational capability that existed before the virus or vandalism occurred.

**B.** Under Section **D. Exclusions:**

1. The following exclusions do not apply to this Insuring Agreement:

- a. The Acts Of Employees, Managers, Directors, Trustees Or Representatives Exclusion in the Commercial Crime Coverage Form and Commercial Crime Policy; and
- b. The Acts Of Officials, Employees Or Representatives Exclusion in the Government Crime Coverage Form and Government Crime Policy.

2. The following exclusions are added:

This Insuring Agreement does not apply to:

- a. Loss resulting from the fraudulent preparation or input of "electronic data" or "computer programs".
- b. Loss resulting from errors or omissions in the design of "computer programs".
- c. Loss resulting from errors or omissions in the programming or processing of "electronic data".

**C.** The following definitions are added to Section **F. Definitions:**

1. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store, retrieve or send "electronic data".
2. "Computer system" means:
  - a. Computers and related peripheral components;
  - b. Systems and applications software;
  - c. Terminal devices; and
  - d. Related communications networks;by which "electronic data" is received, processed, stored, retrieved or sent.
3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
4. "Occurrence" means:
  - a. As respects Paragraph **A.1.**, all covered costs incurred by you between the time the damage or destruction is discovered and the time your "computer system" is restored to the level of operational capability that existed before the virus occurred. Recurrence of the same virus after your "computer system" has been restored shall constitute a separate occurrence.
  - b. As respects Paragraph **A.2.**, an act or series of related acts involving one or more persons.