

Electronic equipment

Policy

Lumley, a business division of IAG New Zealand Limited, Lumley Centre, 88 Shortland Street, PO Box 2426, Auckland 1140, New Zealand

Section 2: Electronic data processing media (loss of information)

In the event of any sudden and unforeseen loss of or damage to any part of the electronic data processing media described in the Schedule from any cause whatsoever other than those specifically excepted the company will pay for all such loss or damage up to an amount not exceeding in respect of each of the items the sum set opposite thereto in the Schedule and not exceeding in all the total Sum Insured.

This insurance applies whilst the insured data media is:

- (a) at the situation;
- (b) at the media storage situation; or
- (c) temporarily at any alternative situation for processing purposes or in transit between any of these situations.

Section 2: Exceptions

The company shall not be liable for:

- 1 the deductible stated in the Schedule to be borne by the Insured in respect of each and every occurrence of loss or damage;
- loss or distortion of data information or records contained on the insured data media while mounted in or on any machine for use or processing unless such loss or distortion occurs:
 - (a) at the situation due to loss or damage to the machine indemniflable under section 1 of the Policy or;
 - (b) at any alternative situation for processing purposes due to loss or damage to the machine which would be indemnifiable if the machine were insured under section 1 of the Policy;
- 3 loss or damage due to faults or defects known to the Insured or any of his responsible employees at the time of arrangement of this insurance and not disclosed to the company;
- 4 wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration;
- 5 loss or damage caused by rust corrosion oxidation or atmospheric moisture or temperature unless directly resulting from damage covered by section 1 of the Policy to insured air conditioning equipment described in section 1 of the Schedule;
- **6** consequential loss of any kind or description whatsoever.

Section 2: Special conditions

1 Sum Insured

The Sum Insured must not be less than the cost of replacement of the insured data media when new by unused data media of the same specification together with the estimated cost of re-collection and preparation of data in the appropriate form including any necessary additional expense for the hire of personnel premises or data preparation machines.

2 Basis of indemnity

The company will pay for:

- (a) the actual cost of replacement of lost or damaged data media by new unused materials;
- (b) any expenses which can be proved to have been incurred by the Insured strictly for the purpose of restoring the data media by reproduction of data or information in a condition equivalent to that existing prior to the occurrence of loss or damage and necessary to allow operation of the electronic data processing system to be continued in the normal manner.

Lost data or information may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form

The company will **not** pay the cost of any extra charge incurred for overtime, nightwork, work on public holidays unless specially agreed upon by endorsement.

The company shall only be liable for costs and expenses incurred within a period of twelve months following the occurrence of indemnifiable loss or damage.