

South China Insurance Commercial General Liability Insurance Cyber and Data Exclusion

111.11.30(111)華產企字第 197 號函備查

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

※要保人可透過本公司免費服務電話(0800-010850)，網站(<https://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

中文摘要

1. 茲經雙方同意，除主保險契約關於不保事項或除外責任之約定外，本公司對於被保險人由於下列原因所致之損失，不負賠償之責，其同時或先後發生涉有其他原因或事件時，亦同：

1.1 網路損失。

1.2 直接或間接基於、關於、肇因於或可歸責於電子資料之無法使用、功能減損、修復、重製、取代或復原所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於相當於前述電子資料價值之金額。

2. 若本條款的任何部分無效或不可執行，其餘部分仍應完全有效。

3. 本附加條款與保單中的任何其他條款衝突時，以本附加條款取代之。

用詞定義

4. 網路損失：係指基於、關於、肇因於或可歸責於網路惡意行為或網路意外事故所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於為預防、控制、抑制、補救網路惡意行為或網路意外事故而進行之任何處置或措施。

5. 網路惡意行為：係指無論發生的時間、地點或是否基於威脅或惡作劇，凡從事未經授權、惡意或犯罪行為，而涉及進入、處理、使用或操作任何電腦系統者。

6. 網路意外事故：係指因下列事件所致無法進入、處理、使用或操作電腦系統：

6.1 進入、處理、使用或操作任何電腦系統時，發生單一或一系列相關的錯誤或疏失。

6.2 電腦系統之部分或全部無法使用或故障。

7. 電腦系統：

7.1 係指電腦、硬體、軟體、通信系統、電子設備(包括但不限於智慧手機、筆記型電腦、平板電腦、可穿戴裝置)、伺服器、雲端、微控制器、任何類似的系統或前述的任何附屬配置，包括任何在使用與操作的相關輸出、輸入、資料存儲設備、網路設備或備份設施。

8. 電子資料：係指資訊、事實、概念、編碼或其他任何訊息被記錄或傳輸為電腦系統得進行使用、處理、傳輸或儲存之形式者。