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※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。

## South China Insurance Marine Hull Electronic Date Recognition Endorsement (華南產物電腦系統年序轉換除外不保附加條款)

100.03.21 (100)華產企字第 148 號函備查

11 August 1998

This Endorsement shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

1. This insurance does not cover any loss, damage liability or expense directly or indirectly caused by or in any way in consequence of:
  - a) the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party, correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information;
  - b) any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and or any other electronic device or component, whether or not belonging to or in possession of the Insured or of any third party in anticipation of or in response to any change of year, date or time, or any advice given or services performed in connection with any such change or modification;
  - c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to (a) and/or (b) above.
2. Clause 1 of this Endorsement shall not however apply to exclude a claim which the Insured can demonstrate
  - a) Would be recoverable under this insurance in this absence of the exclusion in clause 1, and
  - b) has not resulted from want of due diligence by the Insured, Owners, Managers or Superintendents or any of their onshore management in respect of any of the matters referred to in clause 1, and
  - c) is proximately, caused by any of the following perils:
    - i) perils of the seas rivers lakes or other navigable waters
    - ii) fire, explosion
    - iii) violent theft by persons from outside the Vessel
    - iv) jettison
    - v) piracy
    - vi) contact with land conveyance dock or harbour equipment or installation
    - vii) earthquake volcanic eruption or lightning
    - viii) accidents in loading, discharging or shifting cargo or fuel
    - ix) bursting of boilers, breakage of shafts
    - x) negligence of repairers of charterers provided such repairers or charterers are not an Insured hereunder or Master Officers or Crew
    - xi) contact with aircraft, helicopters or similar objects, or objects following therefrom.
3. Notwithstanding clause 2 above in no circumstances shall the cover provided in this Endorsement extend to a claim for loss, damage, liability or expense.
  - a) in respect of any software, programming operating system, code or data  
or
  - b) arising from or in any way connected, whether directly or indirectly, with any measures taken with the intention of averting or minimising any of the matters referred to in clauses 1(a) or 1(b) above or any of their possible or anticipated consequences.
4. The cover provided in this Endorsement is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance.
5. This Endorsement is subject to English law and practice.

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JH98/041

## 華南產物電腦系統年序轉換除外不保附加條款

茲特約定：

- 一、 本公司對於直接或間接因電腦系統年序轉換因素，導致系統無法正常運作，包括運作結果錯誤、運作中斷或不能運作，所致電腦系統設備本身及與該設備運作有關之任何其他財物之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，本公司不負賠償之責。
- 二、 本附加條款所稱電腦系統係指電腦及其週邊設備或其他電子設備，包括研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動提款機、跨行連線提款轉帳計息設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備及其他具類似功能之各項設備。

(本譯文僅供參考用，權利義務依原文規定)