



LSW1066B(修正 2)—用於一般海上保險責任保單格式

電子設備日期辨識批單

[這份批單會改變您的保單，請詳細研讀]

被保險人及保險人雙方謹瞭解並同意下列各項：

1. 本保單不得適用於因下列事項所產生的任何損失、損壞、索賠、費用或支出之任何責任：
 - (a) 任何系統牽涉 1998 年、1999 年及 2000 年內日期更改的資料計算、比較、區別、排序或處理，或者包括潤年計算的任何其它日期更改；及
 - (b) 任何由被保險人或其它人或團體，為了改變、買動、修改、更換或停止任何系統，所採取的任何預防或補救行為，所造成的任何費用或支出。

本除外條款適用於無論任何其它意外、事故、原因或事件，與造成被保險人請求賠償的意外、事故、原因或事件同時發生或相關連。

本除外條款適用於無論這種損失、損壞、索賠、費用或支出，是用來預防、補救或是作其它用途，係基於被保險人的行動或任何其它人或團體的行動所造成的。
2. 儘管上述規定，但當被保險人向保險人說明下列情況時，1(a)即不適用：
 - (a) 被保險人對於上述 1(a)所造成任何體傷或財損負有責任時，及
 - (b) 根據此保單其他方面的條款及條件，承保的責任。
3. 即使符合第 2 項規定，本保單仍然不適用於任何基於下列一項或多項情況所造成的體傷或財損之任何責任。
 - (a) 由一位被保險人對另外一位被保險人所造成的財損；
 - (b) 由任何被保險人或其代理人所擁有、承租、出租或佔有財產的任何損失或損壞。
4. 此項批單的名詞定義為：
 - (a) 體傷係指任何人所有的身體傷害，包括死亡、生病、疾病或失能；以及基於這種身體傷害所引起的心理傷害、痛苦、或震驚；以及任何基於這種身體傷害，由該人的任何一位親戚所遭受的心理傷害、痛苦或震驚。
 - (b) 財損係指有形財產的物質損壞或物質破壞，而造成的不能使用的損失；不過其並不意味著數據或電子資料編匯的損失或損壞或恢復，或由任何系統在執行時的損失、損壞、故障或不能執行。
 - (c) 系統則指任何電腦系統、硬體或軟體或微晶片、積體電路、或在電腦設備或非電腦設備當中的類似裝置。
5. 本保險並不因本批單之批註而擴大承保原保險單所除外之任何責任。

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ELECTRONIC DATE RECOGNITION ENDORSEMENT

[This endorsement changes your Policy. Please read it carefully.]

It is hereby understood and agreed between the Insured and Underwriters that:

1. This Policy does not apply to any actual or alleged liability for any loss, damage, claim, cost or expense arising out of:

- (a) any calculating, comparing, differentiating, sequencing or processing of data involving date changes in the years 1998, 1999 and 2000, or any other date change including leap year calculations, by any System; and
- (b) any costs or expenses arising from any preventative or remedial action taken by any Insured, or any other person or entity, to change, alter, modify, replace or test any System.

This exclusion applies regardless of any other accident, occurrence, cause or event that contributes concurrently or in any sequence to the accident, occurrence, cause or event which results in a claim being made against the Insured for damages.

This exclusion applies whether or not such loss, damage, claim, cost or expense, whether preventative, remedial or otherwise, results from the Insured's operations or the operations of any other person or entity.

2. Notwithstanding the above, section 1(a) shall not apply where the Insured demonstrates to Underwriters that:

- (a) the Insured has actual or alleged liability for Bodily Injury or Property Damage as a result of section 1(a) above; and
- (b) the actual or alleged liability is otherwise covered pursuant to the terms and conditions of this Policy.

3. Even if section 2 is satisfied, this Policy does not apply to any actual or alleged liability for Bodily Injury or Property Damage for one or more of the following:

- (a) for Property Damage caused by one Insured against another Insured;
- (b) any actual or alleged loss or damage to property owned, leased, rented or occupied by any Insured or any agent of any Insured.

4. For the purposes of this endorsement, the terms:

- (a) Bodily Injury shall mean all physical injury to any person including death, sickness, disease or disability; and mental injury, anguish or shock to that person resulting from such physical injury; and mental injury, anguish or shock suffered by any relative of that person resulting from such physical injury.
- (b) Property Damage shall mean physical damage to or physical destruction of tangible property and resulting loss of use of such physically damaged or physically destroyed tangible property; but shall not mean loss of or damage to or restoration of data or electronic data compilations; or loss of, damage to, malfunction of or failure to perform by any System.
- (c) System shall mean any computer system, hardware, program or software or microchip, integrated circuit, or similar device in computer equipment or non-computer equipment.

5. Nothing contained in this endorsement shall extend this Policy to cover any actual or alleged liability that would not have been covered had this endorsement not been agreed.

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