华泰财险附加数据处理和计算机和介质故障、处理系统故障条款(CB-H版)

无论是否有相反约定,电子数据处理系统(包括外部设备和介质)在承保地点试运行成功后,在承保地点范围内处于工作或停止状态或者为了进行清洁、调整、检查、修理、全面检修或搬迁而被拆除、移动、重新组装或重新安装时,突然发生不可预见的损失、损毁或损害的,本保险合同予以扩展承保。

双方进一步同意:

- (i) 保险合同责任免除规定下的第 5 (1) 条、第 6 (3) (b) 条、第 6 (3) (c) 条和 第 6 (3) (e) 条不适用于本扩展条款所提供的保险保障。
- (ii) 保险合同责任免除规定下的第 5 (4) (a) 条仅限适用于当时当即受到影响的那部分系统、设备,不适用于因此受到损害的其他部分。
- (iii) <u>可在任何服务/维护或制造商、生产商保修期下另行获得赔偿的成本,保险人不负责赔偿</u>,但保险人应当赔偿本保险合同保险责任范围内的间接损失。

<u>保险人承担的赔偿责任不超过保险单中列于"数据处理/计算机/介质故障、处理系统故</u>障"项下的分项责任限额。

Data Processing/Computer/Media Failure, Breakdown or Malfunction of the Processing System Clause

Notwithstanding anything contained herein to the contrary the Policy is extended to cover electronic data processing system(s) including peripheral equipment and media against any sudden and unforeseen loss, destruction or Damage whilst such Property is within the precincts of the Situation and/or Premises and working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection,

repair, overhaul or relocation but only after successful commissioning at the Situation and/or Premises.

It is further agreed that:

- (i) Article 5(1) and Articles 6(3)(b), 6(3)(c), and 6(3)(e) under Exclusions section of the Policy shall not apply to the cover granted by this Endorsement.
- (ii) Article 5(4)(a) under Exclusions section of the Policy shall be limited to that part of the system/equipment immediately affected and shall not apply to other part(s) Damaged in consequence.
- (iii) The Insurers shall not be liable for costs otherwise recoverable under any service/maintenance or under any makers' or manufacturers' warranty but the Insurer shall be liable for consequential loss as Insured by this policy.

The liability of the Insurer shall not exceed the amount of Sub-Limit shown in the Schedule under the heading of "Data Processing / Computer / Media Failure, Breakdown or Malfunction".