

华泰财险附加计算机恶意行为批单（CB版）

双方同意如下：

计算机恶意行为

保险期间内被保险人发现第三方通过计算机恶意行为或非法使用或访问被保险人的计算机系统，盗窃金钱或证券，被保险人因此遭受直接经济损失，并在保险期间内该等损失已经通知保险人，则保险人将赔付该等损失。

上述保障的赔偿限额、免赔额及追溯日以明细表为准，该费用的赔偿限额为明细表**累计赔偿限额**的一部分。

下列定义适用于本保险责任：

- A. **发现**指**被保险人**董事或执行经理知道该行为的时间，该行为在理性人判断看来可能会导致直接经济损失的行为。任何**被保险人**董事或执行经理知晓该等行为视为**被保险人**发现该等行为。
- B. **直接经济损失**指发现**盗窃行为**时**金钱**的重置价值或**证券**的市场价值。
- C. **金钱**指货币，硬币，纸币，金条和银条，支票，旅行支票，登记支票，邮政汇票或可公开出售的汇票。
- D. **证券**指除**金钱**外，所有可流通和不可流通的金融工具或合约，包括任何票据，股票，债券，无担保债券，债权凭证，股份或其他股权，或债务证券，无论其标的为金钱或财产，但不包括**金钱**。
- E. **盗窃行为**指个人以长期占有和获得经济收益为目的所实施的窃取**被保险人****金钱**或**证券**的非法欺诈行为。
- F. **第三方**指依据本**保险合同**规定的不属于**被保险人的**实体或自然人。

以下免除保险人责任的条款仅适用于本保险责任：

保险人不会赔付下列或因下列原因产生的**直接经济损失**：

- A. 任何雇员或**被保险人**独立承包商的行为，包括任何与雇员或独立承包商共谋相关的**索赔**；
- B. 任何**金钱**或**证券**的价值波动；
- C. 间接损失，包括但不限于收入或利润；
- D. 召回成本或支出。

主保险合同和本批单约定不一致，以本批单为准；其他约定，仍适用主保险合同。

Computer Crime Coverage Endorsement

1.7 Computer Crime

We will pay for Direct Financial Loss solely as a result of Theft of monies or securities due to Computer Malicious Act or Unauthorised Use or Access to Your Computer System by a Third Party, discovered and Noticed to us during the Policy Period.

The above coverage shall subject to a sublimit of [] per claim and [] in aggregate. It's a part of and not in addition to Aggregate Limit of Liability specified in Item 4 of the **Schedule**. Applicable deductible is [] per claim. Retroactive date is []

For the purposes of coverage under this Insuring Agreement, the following definitions apply:

- G. **Discovered/Discovery** means the time at which one of **your** directors or executive managers becomes aware of an act or acts which a reasonable person would assume may give rise to a **Direct Financial Loss**. Knowledge possessed by any one of **your** directors or executive managers will be deemed to be discovery by **you**.
- H. **Direct Financial Loss** means the replacement value of the **monies** or the market value of **securities** at the time of the **Discovery** of **Theft**.
- I. **Money** means currency, coins, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders or money orders held for sale to the public.
- J. **Securities** means all negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property, but does not include **money**.
- K. **Theft** means a dishonest and unlawful act of a person of taking **your money** or **securities** with the intention of permanently depriving **you** of its use and obtaining a financial gain for themselves.
- L. **Third Party** means an entity or natural person not qualifying as an **Insured** under this **Policy**.

Solely for the purposes of coverage under this Insuring Agreement, the following exclusions apply:

We not pay for Direct Financial Loss consisting of or which is due to:

- E. any acts by employees or independent contractors of the insured, including any claims caused by collusion with an employee or independent contractor;
- F. any fluctuation in value in any monies or securities.
- G. indirect or consequential loss, including but not limited to income or profit
- H. recall costs or expenses