

华泰财险附加生物识别信息隐私责任免除修正条款

(注册号: C00015431922023112701571)

兹经双方理解并同意, 本保险合同第 8.26 条“生物识别信息隐私” 替换为如下条款:

保险人对下述**索赔**所导致的**损失**均不承担任何赔偿责任:

生物识别信息隐私

仅限于保险责任部分“泄密和网络安全责任”和“媒体责任”, 任何主张或者基于、起因于或归因于下述情形提起的且源起于美国的**索赔**、行为或责任:

1. 收集、保留或使用任何**生物识别信息**时:
 - (1) 未事先征得**生物识别信息**所有者的同意; 及
 - (2) 未事先向**生物识别信息**所有者披露收集、保留或使用**生物识别信息**目的; 或
2. 披露、再次披露或传播(包括出售、租赁或交易)任何**生物识别信息**, 但不适用于下列情形:
 - (1) 依照**生物识别信息**所有者明确的书面要求而进行披露、再次披露或传播; 或
 - (2) **计算机恶意行为**或**非法使用或访问**引起的披露、再次披露或传播。

本项责任免除条款不适用于依据法律要求收集、保存、使用或披露**生物识别信息**的情形。

本批单项下, **生物识别信息**是指任何可识别个人身份的生物指标, 包括:

1. 生物指标如视网膜、虹膜、指纹、面部、牙齿、血管图像、步态或其他身体运动模式或节奏;
2. 化学指标如 DNA、RNA 或人体物质的化学成分;
3. 行为指标如签名、声音、击键识别分析、睡眠、健康或运动数据。

本批单与主险条款不一致的, 以本批单为准; 本批单未约定的, 仍以主险条款为准。

Biometric Privacy Endorsement

By way of endorsement to the **Policy**, the parties are hereby agreed as follows:

- The **Schedule** is updated to include the following Sublimit:

Biometric Privacy Limit	<i>FULL LIMIT</i>
Biometric Privacy Excess	<i>STANDARD APPLICABLE EXCESS</i>

- The section titled General Definitions is amended to include the following:

Biometric Information means any personally-identifiable biological indicators, including:

- physical indicators such as retina, iris, fingerprint, facial, dental, blood vessel geometry, gait or other body movement patterns or rhythms;
- chemical indicators such as DNA, RNA, or the chemical composition of bodily substances;
or
- behavioral indicators such as signature, voice, keystroke analysis, sleep, health, or exercise data.

- The section titled General Exclusions is amended to include the following Exclusion:

Biometric Privacy

Solely with respect to coverage under the Insuring Agreements for Privacy and Network Security Liability and Media Liability: alleging, based upon, arising out of, or attributable to any **Claim** brought within, or any action or liability originating in the United States of America in respect of the following:

- the collection, retention, or use of any **Biometric Information**, without first:
 - obtaining the consent of the person whose **Biometric Information** is at issue; and
 - disclosing the purpose for the collection, retention, or use thereof to the person whose **Biometric Information** is at issue; or
- the disclosure, redisclosure, or dissemination (including the sharing, sale, lease, trade, or otherwise profiting from) of any **Biometric Information**, other than:
 - as expressly requested in writing by the person whose **Biometric Information** is at issue; or
 - where such disclosure, redisclosure or dissemination was caused by a **Computer Malicious Act** or **Unauthorised Use or Access**.

However, this exclusion shall not apply to the collection, retention, use or disclosure of **Biometric Information**, as required by law.

- The Policy Limits condition in the section titled General Conditions is amended to include the following clause:

Any covered **Loss** relating to **Biometric Information** shall be subject to the limit and **Excess** shown in the **Schedule** (as amended by this Endorsement). This limit is part of, and not in addition to the otherwise applicable **Aggregate Limits** set forth in Item 3 of the **Schedule**; and will in no way serve to increase the **Policy Aggregate**.

All other terms and conditions of this **Policy** remain unchanged.
