

## 华泰财险附加损害赔偿定义修正条款

兹经双方同意，本保险合同项下**损害赔偿**的定义替换为以下内容：

**损害赔偿**：是指**被保险人**因本保险合同保险责任范围内的**索赔**而依法应支付的补偿性损害赔偿、判决前后裁定的利息与和解金额。

**损害赔偿**包括因本保险合同保险责任范围内的**索赔**而被判决或裁定应支付的索赔方发生的法律费用和诉讼费用。

在下述保险责任下，**损害赔偿**还分别包括以下各项：

- (1) 在本保险合同第 7.5 条项下，**损害赔偿**包括**消费者赔偿基金**和**支付卡损失**；
- (2) 在本保险合同第 5.1 条项下，**损害赔偿**包括**合同约定的专利责任**；
- (3) 在本保险合同第 5.2 条项下，**损害赔偿**包括**违约金**；
- (4) 在本保险合同第 5.3 条项下，**损害赔偿**包括为获得**被保险人的产品**或者**被保险人的服务**而支付的款项；
- (5) 在本保险合同第 5.6 条项下，**损害赔偿**包括**文档恢复赔偿金**。

任何**损害赔偿**都受限于**保险明细表**列明的适用分项限额或**责任限额**。

下述各项不属于**损害赔偿**：

- (1) **被保险人**依法无义务支付的金额；
- (2) 根据本保险合同的适用法律不可承保的事项；
- (3) 惩罚性和惩戒性的损害赔偿；
- (4) 罚款或处罚；
- (5) 为遵守禁止令或者其他非金钱性或确认性救济所产生的费用，包括特定履行和同意提供相关救济；
- (6) **被保险人**损失的收入或利润、退还的费用、佣金，但属于本保险合同第**错误!未找到引用源。**条保险责任范围内的除外；
- (7) 特许使用费，或者**被保险人**或第三方在**被保险人**监督下重新提供的**服务**，但属于本保险合同第**错误!未找到引用源。**条保险责任范围内的除外；
- (8) **被保险人**退回的其无法律依据所取得的利益、报酬或财务利益；和
- (9) 除本保险合同明确规定外，任何非用于赔偿**事故或行为**所致损失的款项。

本附加条款与主条款不一致的，以本附加条款为准；主条款其他内容保持不变。

## **Damages Amended – Exemplary and Punitive Damages Deleted (PT2009 0622)**

It is agreed that this **Policy** is amended as follows:

Definitions titled **Damages**, is deleted in its entirety and is replaced with the following:

- **Damages** means compensatory damages, any award of prejudgment or post-judgment interest and settlements which **you** become legally obligated to pay as a result of a **Claim** to which this **Policy** applies.

**Damages** includes an award of costs to pay legal costs and litigation expenses incurred by a claimant as a result of a **Claim** to which this **Policy** applies.

With respect to:

- A. Article 7.5, **Damages** shall also include **Consumer Redress Fund, Payment Card Loss and Regulatory Fines**;
- B. Article 5.1, **Damages** shall also include **Contractually Assumed Patent Liability**;
- C. Article 5.2, **Damages** shall also include **Liquidated Damages**;
- D. Article 5.3, **Damages** shall also include amounts paid for the **Insured's Product** and the **Insured's Service**;
- E. Article 5.6, **Damages** shall also include **Document Recovery Damages**.  
Any and all **Damages** are subject to the applicable Sublimit or **Limit of Insurance** listed on the **Schedule**.

**Damages** shall not include:

- i. any amount for which **you** are not legally obligated to pay;
- ii. matters uninsurable under the laws pursuant to the country in which this **Policy** is construed;
- iii. punitive damages and exemplary damages;
- iv. fines or penalties, except **Regulatory Fines**;
- v. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- vi. the **Insured's** loss of fees or profits, return of fees, commissions, except where covered under Article 5.3;
- vii. royalties, or re-performance of **Services** by the **Insured** or under the **Insured's** supervision, except where covered under Article 5.5;
- viii. disgorgement of any profit, remuneration or financial advantage to which the **Insured** are not legally entitled; and
- ix. any amounts other than those which compensate solely for a loss caused by an **Occurrence** or **Act** unless specifically provided for in this **Policy**.

In all other respects this **Policy** remains unaltered.