

# 华泰财险企业网络风险管理保险（2020 版）条款

请仔细阅读保险条款全文，特别是以下划线标注的免除保险人责任的规定。

## 总则

**第一条** 本保险合同由保险条款、投保单、保险单或其他保险凭证以及批单组成。凡涉及本保险合同的约定，均采用书面形式。

**第二条** 本保险合同项下的被保险人包括被保险机构和被保险个人。

## 保险责任

### 第三条 应急响应

对于**管理团队**的成员在保险期间内首次发现且**被保险人**按照本保险合同第二十五条的规定向**保险人**报告的**网络事故**或**营业中断事故**，**保险人**将代**被保险人**支付由该等事故产生的**应急响应费用**。

**第四条** **管理团队**的成员在保险期间内发现且**被保险人**按照本保险合同第二十五条的规定通知**保险人**下述事项的，**保险人**将按照以下规定向**被保险人**进行赔偿：

#### 4.1 营业中断

**管理团队**的成员在保险期间内发现**营业中断事故**，且该事故持续时间超过**等待期**的，则对于**赔偿期**内产生的因该**营业中断事故**引起的**营业中断损失**，**保险人**将向**被保险人**赔偿；

#### 4.2 数据和系统恢复

**管理团队**的成员在保险期间内发现**营业中断事故**的，**保险人**将向**被保险人**赔偿因该**营业中断事故**引起的在**赔偿期**内产生的**数据和系统恢复费用**；

#### 4.3 网络勒索

**管理团队**的成员在保险期间内发现**网络勒索事件**的，**保险人**将向**被保险人**赔偿因该**网络勒索事件**引起的**网络勒索损害赔偿**。

**第五条** **被保险人**按照本保险合同第二十五条的规定通知**保险人**下述各项的，**保险人**将按照以下规定向**被保险人**进行赔偿：

#### 5.1 泄密和网络安全责任

**被保险人**在**追溯日**之后、保险期间终止之前实施的**泄密和网络安全不当行为**，在保险期间内首次导致**泄密和网络安全责任索赔**的，**保险人**将向**被保险人**赔偿由此产生的**损害赔偿**和**泄密和网络安全责任索赔费用**；

#### 5.2 媒体责任

**被保险人**在**追溯日**之后、保险期间终止之前实施的**媒体不当行为**，在保险期间内首次导致**媒体责任索赔**的，**保险人**将向**被保险人**赔偿由此产生的**损害赔偿**和**媒体责任索赔费用**。

## 扩展保险责任

### 第六条 紧急应急响应

如果**管理团队**的成员在保险期间内发现其有合理理由怀疑发生或已确认发生**网络事故**或**营业中断事故**，且**被保险人**按照本保险合同第二十五条的规定通知**保险人**的，**保险人**将代**被保险人**支付为减少该等事故造成的损害、后果或费用而在发现该等事故后首个 48 小时内产生的**紧急应急响应费用**。

**第七条 被保险人**按照本保险合同第二十五条的规定通知**保险人**下述事项的，**保险人**将向**被保险人**赔偿以下损失和费用：

#### 7.1 改良费用

因本保险合同第 4.2 条保险责任范围内的**营业中断事故**所产生的**改良费用**；

#### 7.2 网络犯罪

**管理团队**的成员在保险期间内发现**第三方**对**承保计算机系统**进行**恶意使用或访问**，致使**被保险人的钱财**或有价证券被偷窃的，仅由该偷窃所单独造成的**直接财务损失**；

#### 7.3 奖金

与本保险合同第 4.3 条保险责任范围内的**网络勒索事件**直接相关所支付的**奖金**；

#### 7.4 电信欺诈

**管理团队**的成员在保险期间内发现**第三方**对**承保电信系统**实施**计算机恶意行为**或进行**恶意使用或访问**，因该等**计算机恶意行为**或进行**恶意使用或访问**所产生的**电信费用**。

## 责任免除

**第八条** 对于因下述**索赔**所导致的损失，**保险人**不承担赔偿责任：

### 8.1 已知事件

基于、由于或归咎于**被保险人**在保险期间开始前实际做出或涉嫌实施了**不当行为**而导致的**索赔**，但此除外责任仅适用于在本保险合同生效或**保险人**签发的以本保险合同为续保或替代合同的先前保险合同生效之日（以较早者为准）或之前，**被保险人的管理团队**成员已经知晓该**不当行为**导致了**损失**或者可以合理预见该**不当行为**会导致**损失**的发生；

### 8.2 未决和已决程序

因下述任何一项或者因下述任何一项引起、基于或归咎于其的**索赔**：

1、针对**被保险人**提起的已决或未决的诉讼、**泄密和网络安全责任索赔**、**媒体责任索赔**、请求、仲裁、行政或监管的程序或调查，并且在本保险合同生效或**保险人**签发的以本保险合同为续保或替代合同的先前保险合同生效之日（以较早者为准）或之前，**被保险人**已收到通知；或者因与上述未决或已决程序实质相同的事实或情形引发的**索赔**；

2、本保险合同生效日之前，在其他保险合同项下通知的**不当行为**、事实或情形；  
或

3、与前述通知包含的**不当行为**共同构成一项**单个索赔**的其他**不当行为**，无论该其

他不当行为是何时发生的。

### 8.3 故意行为

因**被保险人**或由**被保险人**承担法律责任的他人做出的下述行为所直接或间接导致、引起或与之相关的**索赔**：

- 1、做出或者容许任何明知或故意违反职责或法律的行为；
- 2、做出或者容许任何犯罪、故意欺诈或故意不诚实的行为或不作为；或
- 3、**被保险人**实际获得或企图获取其无权获得的个人利益、秘密利益或好处。

本项责任免除条款所述行为的认定，以法院（经过所有上诉后）的终审判决或书面承认为准。

任何一名**被保险个人**的行为均不应视为任何其他**被保险人的**行为。但是，**管理团队**曾经、现在或将来的成员所做出或在其知晓情况下做出的行为应视为所属**被保险机构**的行为。

### 8.4 非法收集或使用

因**被保险人**未经授权、私下或不当收集、使用**个人数据**或者未能对收集、使用**个人数据**进行充分告知而直接或间接引发的**索赔**，但本项责任免除条款不适用于**被保险人**非故意违反**个人信息保护法规**的情况，包括但不限于非故意地不当收集、使用**个人数据**。

### 8.5 歧视及不当雇佣行为

因下述任何一项或者因下述任何一项引起、基于或归咎于其的**索赔**：

- 1、任何形式的歧视；
- 2、基于上述歧视引发的羞辱、骚扰或不端行为；
- 3、**不当雇佣行为**。

但本保险合同第 5.1 条保险责任范围内的**个人数据**丢失所引发的**泄密和网络安全责任索赔**中，涉及雇佣行为的侵犯隐私或精神损害的那部分**泄密和网络安全责任索赔**不属于本项责任免除规定。

### 8.6 合同责任

因违反明示、暗示、实际缔结或推定的合同、保证、担保或承诺（包括约定违约金条款或**被保险人**承担的责任）所导致的**索赔**。

本项责任免除条款不适用于下述各项：

- 1、**被保险人**在没有前述合同、保证、承诺或协议的情形下仍应承担的责任或义务；
- 2、因**泄密和网络安全不当行为**导致未能妥善保护**被保险人**客户的顾客的**个人数据**的隐私，**被保险人**与其客户在书面合同或协议中约定的赔偿；或
- 3、因**泄密和网络安全不当行为**导致的**支付卡损失**。

### 8.7 服务费用争议（仅针对本保险合同第 5.1 条和第 5.2 条的保险责任）

任何主张或基于、由于或归因于**被保险人**收取或向**被保险人**支付的费用、开支或成本为所导致的**索赔**。

### 8.8 身体伤害和财产损失

任何主张或基于、由于或归咎于**身体伤害或财产损失的索赔。**

#### 8.9 基础设施故障

任何主张或基于、由于或归咎于**电力或机械故障或中断、用电干扰或者电、燃气、水、电信或其他基础设施的骤增、陡升、限制、管制或临时停用的索赔。**

但如果**被保险人**操作控制的电话、电缆或电信系统发生故障、中断、干扰或临时停用是因**计算机恶意行为、非法使用或访问**或者**网络安全失效**所导致的，则本项责任免除条款不适用。

#### 8.10 不可抗力

任何主张或基于、由于或归咎于**火灾、烟雾、爆炸、闪电、大风、洪水、地震、火山爆发、潮汐波、滑坡、冰雹、天灾或其他物理事件（无论因何种原因引起）的索赔。**

#### 8.11 战争

任何主张或基于、由于或归咎于**战争、入侵、外国敌对行为、恐怖主义、敌对状态或军事行动（无论是否宣战）、罢工、封锁、暴乱、内战、叛乱、革命、起义、规模达到暴动的民众骚乱、军事力量或篡权的索赔。**

但因**网络恐怖主义行为**导致的**索赔**不适用本项责任免除条款。

#### 8.12 污染

任何主张或基于、由于或归咎于**污染物的排放、释放、逃逸、渗漏、转移或处置，或者要求被保险人测试、监控、清理、清除、处理、解毒或中和污染物的指示、正式要求或请求或被保险人主动决定进行前述事项提起的索赔。**

8.13 自然损耗及政府行为（仅针对本保险合同第三条、第4.1条和第4.2条的保险责任）

1、任何主张或基于、由于或归咎于**承保计算机系统或数据（包括数据处理媒介）的正常自然损耗或逐步恶化而导致的索赔；**

2、因**公共部门或政府部门的行为（包括查封、没收或销毁承保计算机系统或数据的行为）**导致的**索赔。**

#### 8.14 专利和商业秘密

任何主张或基于、由于或归咎于**被保险人或他人代表被保险人所持有的专利或商业秘密的生效、失效，侵犯、违反或滥用所导致的索赔。**

#### 8.15 知识产权

任何主张或基于、由于或归咎于**被保险人侵犯、违反或滥用他人著作权、服务商标、商号、商标或其他知识产权所导致的索赔。**

但本保险合同第5.1条和第5.2条保险责任范围内的**泄密和网络安全不当行为和媒体不当行为**不适用本项责任免除条款。

8.16 虚假广告或不实陈述（仅针对本保险合同第5.2条的保险责任）

任何主张或基于、由于或归咎于**媒体内容**中描述、说明或展示的**实体商品、产品**

或服务而导致**索赔**。

#### 8.17 产品责任

任何主张或基于、由于或归咎于**产品**而导致**索赔**。

#### 8.18 交易

主张下述任何一项或者因下述任何一项引起、基于或归咎于其的**索赔**：

1、由于无法交易、投资、剥离、购买或出售金融证券或金融资产造成的财务损失，但仅在涉及本保险合同第 4.1 条保险责任范围内的**营业中断损失**时，本项责任免除条款不适用于**被保险人**的费用或佣金收入损失；

2、**资产价值波动**；

3、**被保险人在金融机构所持帐户的财务价值**；或

4、**无法用资产赚取利息或获得增值**。

**第九条** 对于下述各项，**保险人**不承担赔偿责任：

#### 9.1 被保险人对被保险人提出的索赔

因**泄密和网络安全责任索赔**或**媒体责任索赔**引起**被保险人**、他人代表**被保险人**或由**被保险人**承担法律责任的其他自然人或实体所提起或主张的**索赔**所导致的**损失**。

但对于**被保险个人**向**被保险人**提起的**泄密和网络安全责任索赔**，如果该索赔声称**被保险人**做出了本保险合同第四十五条（55）项第 2 项或第 3 项定义的**泄密和网络安全不当行为**，且该不当行为属于本保险合同第 5.1 条保险责任范围内的，则本项责任免除条款不适用。

#### 9.2 网络犯罪（仅针对本保险合同第 7.2 条的保险责任）

包含下述情形或由于下述情形所导致的**直接财务损失**：

1、**被保险人的员工**或独立分包商做出的行为，包括与前述员工或独立分包商合谋所造成的**索赔**；

2、**被保险人的董事、执行官或执行管理人**做出的行为，包括与前述董事、执行官或执行管理人合谋所造成的**索赔**；

3、**政府冻结被保险人的钱财或有价证券**；

4、**钱财或有价证券的价值波动**；

5、**间接损失**，包括但不限于收入或利润损失；或

6、**召回开支或费用**。

#### 9.3 交易

如果在保险期间内发生**交易**的，在**交易**之后发生的**不当行为**所造成的**损失**。

#### 9.4 其他保险

如果**被保险人**或他人代表**被保险人**签署或使之生效的其他保险合同，或者**被保险人**作为受益人的其他保险合同，也为**损失**提供保障保险的，无论该其他保险是否先生效还是与本保险合同同时生效，则在法律允许的范围内并遵守本保险合同的限制、条件、规定或其他条款的前提下，**保险人**对未超出其他保险合同承保金额的那部分**损失**不承担赔偿责任。

如果该其他保险明确书面约定其是作为**保险明细表**所载责任限额的超额保险签发的，则前款规定不适用于该其他保险。

#### 9.5 贸易和经济制裁

如提供本保险合同项下的任何保障、对**损失**提供赔偿或支付相关保险金可能导致**保险人、其母公司或最终控股公司违反联合国经济贸易制裁决议或违反中华人民共和国、欧盟、英国或美国关于制裁、禁运或限制的相关法律法规**，则**保险人**不提供该保险保障亦不承担保险赔偿责任。

### 责任限额与免赔额（率）

**第十条** 本保险合同项下的责任限额包括**单个索赔责任限额、分项累计责任限额和总累计责任限额**，由投保人与**保险人**在订立保险合同时协商确定，并在**保险明细表**中载明。

**第十一条** **保险明细表**载明的各项**单个索赔责任限额**和**分项累计责任限额**均为在相应保险责任和扩展保险责任条款下分别适用的责任限额。

**单个索赔责任限额**是**保险人**在本保险合同项下为相应适用的每一项**索赔**承担赔偿责任的最高限额（包括**损失**），使用**单个索赔责任限额**时应当遵守所适用的**分项累计责任限额**以及**总累计责任限额**的规定。

**分项累计责任限额**是**保险人**在本保险合同项下就相应适用的每一项保险责任和扩展保险责任承担赔偿责任的最高限额（包括**损失**），使用**分项累计责任限额**时应当遵守**总累计责任限额**的规定。

**总累计责任限额**是**保险人**在本保险合同项下承担所有赔偿责任的最高限额（包括**损失**）。

**第十二条** 扩展保险责任项下的赔偿或**保险明细表**载明的各分项责任限额应计入所适用的**单个索赔责任限额**，而非额外给予的赔偿，使用**单个索赔责任限额**时应当遵守所适用的**分项累计责任限额**以及**总累计责任限额**的规定。各分项责任限额一旦用尽不可恢复。

**改良费用**应计入**保险明细表**中载明适用于本保险合同第 4.2 条项下数据和系统恢复的**分项累计责任限额**，而非额外赔偿的费用，该适用的**分项累计责任限额**将因**改良费用**的赔偿而相应减少。

**紧急应急响应费用**应计入**保险明细表**中载明适用于本保险合同第三条项下应急响应的**分项累计责任限额**，而非额外赔偿的费用，该适用的**分项累计责任限额**将因**紧急应急响应费用**的赔偿而相应减少直至用尽。

**奖金**应计入**保险明细表**中载明适用于本保险合同第 4.3 条项下网络勒索的**分项累计责任限额**，而非额外赔偿的费用，该适用的**分项累计责任限额**将因**奖金**的赔付而相应减少。

**电信费用**应计入**保险明细表**中载明适用于电信欺诈的**分项累计责任限额**，而非额外赔偿的费用，该适用的**分项累计责任限额**将因**电信费用**的赔付而相应减少。

**第十三条** 本保险合同项下的**免赔额**由投保人与**保险人**在订立保险合同时协商确定，并在**保险明细表**中载明。

**第十四条** 对于因索赔引起的应赔付的损失和其他保险责任范围内的金额，保险人仅赔偿超出免赔额的那部分。免赔额不在保险人应承担的保险责任范围内，由被保险人自行承担。

每一项单个索赔只使用一个免赔额，但适用于本保险合同第 7.1 条改良费用的免赔额应当单独附加适用于每一项单个索赔。

如果一项单个索赔涉及不同的免赔额，则损害赔偿和费用的每一部分均应分别适用所对应的免赔额，但该免赔额的累计金额不应超过所适用的最高免赔额。适用于本保险合同第 7.1 条改良费用的免赔额应当在前述所适用的免赔额之外单独附加适用。

在保险合同第 4.1 条规定下，保险人对被保险人受到的实际营业中断损失进行的赔偿受限于下述规定：

(i) 所适用的等待期已届满；且

(ii) 实际营业中断损失超过了保险明细表第 3 项载明的免赔额。

### 保险期间

**第十五条** 本保险合同的保险期间以保险明细表第 2 项载明的起讫时间为准。

### 保险人义务

**第十六条** 本保险合同成立后，保险人应当及时向投保人签发保险单或其他保险凭证。

**第十七条** 保险人按照合同约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

**第十八条** 保险人收到被保险人的赔偿请求后，应当及时作出核定；情形复杂的，应当在三十日内作出核定，但另有约定的除外。保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿的协议后十日内，履行赔偿义务。保险合同对赔偿的期限另有约定的，保险人应当按照约定履行赔偿义务。对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿通知书，并说明理由。

**第十九条** 保险人自收到赔偿请求和有关证明、资料之日起六十日内，对其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

### 投保人和被保险人义务

**第二十条** 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除合同。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿或者给付保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿或者给付保险金的责任，但应当退还保险费。

**第二十一条** 投保人应当按照本保险合同的约定支付保险费。

**第二十二条** 在合同有效期内，保险标的的危险程度显著增加的，**被保险人**应当按照合同约定及时通知**保险人**，**保险人**可以按照合同约定增加保险费或者解除合同。保险人解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人未履行前款规定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

**第二十三条** 投保人或者**被保险人**知道保险事故发生后，应当按照第二十五条的规定及时通知**保险人**。故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿或者给付保险金的责任，但**保险人**通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

**第二十四条** 未发生保险事故，**被保险人**谎称发生了保险事故，向**保险人**提出赔偿请求的，**保险人**有权解除合同，并不退还保险费。

投保人、被保险人故意制造保险事故的，保险人有权解除合同，不承担赔偿任，并不退还保险费。

保险事故发生后，投保人、被保险人以伪造、变造的有关证明、资料或者其他证据，编造虚假的事故原因或者夸大损失程度的，保险人对其虚报的部分不承担赔偿任。

投保人、**被保险人**有前三款规定行为之一，致使**保险人**支付赔偿或者支出费用的，应当退回相应赔偿款项或赔偿支出费用。

**第二十五条** 通知

(一) **被保险人**应当尽早将**索赔**书面通知给**保险人**，并且在任何情况下均不得晚于下述日期（以早者为准）后的 60 天：

- 1、**管理团队**首次知晓**索赔**之日；或
- 2、在本保险合同未续保的情形下，本保险合同或**延长报告期**（如有）届满之日。

(二) 本保险合同下所有向**保险人**发出的通知都必须发送至**保险人**指定的电子邮箱。

(三) 发送的通知必须包含所需信息。

1、本保险合同下的通知应当包含下述信息：

- (1) 所称**索赔、损失**或其他行为的具体描述；
- (2) 所有当事人的详细资料，包括姓名和联系方式；
- (3) 第三方的**泄密和网络安全责任索赔**或**媒体责任索赔**的复印件，或者有关



监管程序的文件或通知的复印件；

(4) 所主张的**损害赔偿**的完整详细情况；和

(5) **保险人**要求提供的其他类似信息。

2、**被保险人**要求**保险人**赔偿**营业中断损失**的申请应当附有对损失的估计，详细列出损失的计算方法和采用的假设前提。**被保险人**应当提供证明文件，包括适用的报告、帐簿、清单、分类帐、发票、其他凭证和**被保险人**合理要求提供的类似证明文件的复印件。

(四) 如果在保险期间或获得的**延长报告期内**发生下述情形的，则后续因所涉事项或要求引起的**索赔**应被视为在保险期间内首次提出的**索赔**：

1、**被保险人**知悉了可能引起**索赔**的事项，并将该情形书面通知给**保险人**；或

2、**被保险人**收到书面文件，对于因保险期间届满前发生的**不当行为**而向**被保险人**提起民事诉讼程序，要求其放弃适用起诉的诉讼时效或者中止诉讼时效，且**被保险人**将该要求和**不当行为**书面通知给**保险人**。

## 赔偿处理

### 第二十六条 营业中断损失的计算

**保险人**对损失进行调整时，将充分考虑**营业中断事故**发生前 12 个月内对业务盈利能力产生影响的趋势和情况，以及未发生**营业中断事故**时可能对业务盈利能力产生影响的趋势和情况，包括可能影响产生的**净利润**的所有市场环境实质变化。但**保险人**进行调整时不会考虑因良好的商业环境增加了业务量从而可能导致的收入增加。

### 第二十七条 估值

(一) 以下估值规则适用于**保险人**赔偿的**直接财务损失**：

1、对于外币，按照**管理团队**的成员首次发现**偷窃**当日中国人民银行公布的外汇中间价进行换算；

2、对于**保险人**赔偿的**有价证券**，按照下述低者确定价值：

(1) **有价证券**在**管理团队**的成员首次发现**偷窃**之日的前一个交易日的收市价格；

(2) **有价证券**的替换价格；及

(二) 以下估值规则适用于**保险人**赔偿的**网络勒索损害赔偿**：

如果**网络勒索损害赔偿**是以人民币以外的货币（包括加密货币）支付的，则在本保险合同项下进行赔偿需要提供**网络勒索损害赔偿**实际支付当日将相应付款货币换算成人民币的汇率计算依据。如果**被保险人**提交的汇率证明存在不准确或夸大的情形，则**保险人**保留对**直接财务损失**和**网络勒索损害赔偿**的计算提出异议或进行调整的权利。

### 第二十八条 损失分摊

如果**索赔**同时包含本保险合同责任范围内和责任范围外的事项，则**保险人**和**被保险人**应当根据本保险合同承保事项及不承保事项导致的相应法律和财务风险，以公平、恰当的方式对**损失**进行分摊。

### 第二十九条 程序的进行

(一) 在第 5.1 条和第 5.2 条项下，对于**保险人**可能有责任向**被保险人**赔偿的**泄**

密和网络安全责任索赔或媒体责任索赔，保险人可以接管并（以被保险人的名义）对该等泄密和网络安全责任索赔或媒体责任索赔进行抗辩。

（二）对于本保险合同保险责任范围内的泄密和网络安全责任索赔或媒体责任索赔，被保险人同意其不会从事任何将会或可能有损保险人权利的事宜。

（三）未经保险人事先书面同意（不得不合理地拒绝或延迟给予同意），被保险人不得对任何泄密和网络安全责任索赔或媒体责任索赔（包括费用）承担责任或同意和解，并且对泄密和网络安全责任索赔或媒体责任索赔进行调查、抗辩及和解均需事先与保险人协商。被保险人应当自费用（除法律另有规定外）向保险人及其指定的调查人员或法律代理人提供他们合理要求的所有信息，并对调查（包括为使保险人确定其在本保险合同项下的赔偿责任所进行的调查）、抗辩、和解、避免或减少任何实际或可能产生的损失或索赔提供全力配合与协助。

**第三十条** 发生保险责任范围内的损失，应由第三者负责赔偿的，保险人自向被保险人赔偿之日起，在赔偿金额范围内代位行使被保险人对该第三者请求赔偿的权利。

保险事故发生后，被保险人已经从第三者取得损害赔偿的，保险人支付赔偿时，可以相应扣减被保险人从第三者已取得的赔偿金额。

保险事故发生后，保险人未赔偿保险金之前，被保险人放弃对第三者请求赔偿的权利的，保险人不承担赔偿保险金的责任。

保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对第三者请求赔偿的权利的，该行为无效。

被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

## 争议处理和法律适用

**第三十一条** 本保险合同应适用中华人民共和国法律并据其解释。

**第三十二条** 与本保险合同有关的或因履行本保险合同所产生的争议，由当事人协商解决。协商不成的，应提交至**保险明细表**所列明的仲裁机构进行仲裁；**保险明细表**未列明仲裁机构且争议发生后未达成仲裁协议的，则应依法向中华人民共和国境内有管辖权的人民法院起诉。

## 其他事项

**第三十三条** 承保地域范围

在法律法规允许的范围内（包括但不限于适用于任何一方的贸易或经济制裁）且遵守本保险合同规定的前提下，本保险合同承保在全球任何地方实施的不当行为以及提出的索赔。

**第三十四条** 保险合同的结构和解释

除非上下文另有释义，否则在本保险合同中：

（一）单数形式的用语包含其复数形式，反之亦然；

- (二) 标题仅为说明性表述，不对任何解释产生影响；
- (三) 观点、名称、法律地位、法律概念或架构和成文法律应当包括在其他司法管辖区相对应的观点、名称、法律地位、法律概念或架构和成文法律；及
- (四) 法律和法规应当包括其修订或重新制定的版本。

### **第三十五条 相关联的索赔和事项**

**被保险人在保险期间内将首次遭受的单个索赔或者会导致首个单个索赔的事项通知予保险人的，由此引发的后续索赔将被视为同一个单个索赔。**

### **第三十六条 合同解除**

**投保人可以随时解除本保险合同，在解除通知送达保险人时解除生效。**

如果在本保险合同项下没有向**保险人**通知过任何**索赔**，则**保险人**将按日比例计算并退还未满期保费。

如投保人未支付保险费，**保险人**可以提前三十天通知投保人而解除本保险合同。

### **第三十七条 交易**

投保人可以在**交易**发生后 45 天内要求**保险人**提供自保险期间届满之日起不超过 84 个月的**延长报告期**。该项延长报告期的保险责任应按照下述规定予以适用：

(一) 对于本保险合同第三条与第 4.1 条、第 4.2 条和第 4.3 条项下的基本保险责任以及所有适用的扩展保险责任而言，本条项下的保险责任仅适用于在保险期间届满前发生并且在**延长报告期**届满前通知**保险人的不当行为**；和

(二) 对于本保险合同第 5.1 条和第 5.2 条项下的基本保险责任而言，本条项下的保险责任仅适用于完全在保险期间届满前做出并且在**延长报告期**届满前通知**保险人的泄密和网络安全不当行为或媒体不当行为**。

在上述要求提出且**保险人**收到所需要的信息后，**保险人**应当就本保险合同项下的**延长报告期**提供报价，期限为不超过 84 个月，相应的条件和条款以及相应额外保险费由**保险人**自行决定。该额外保险费不可退还。

**第三十八条** 本保险合同下**子公司**的定义扩展包括在保险期间内成为**子公司**且满足下述各项条件的任何实体：

(一) 以**被保险机构**最新审计合并财务报表或年报为基准，该新的**子公司**未使**被保险机构**总营业额增长超过 20%；

(二) 该新的**子公司**的住所非位于加拿大、美国或者由加拿大或美国管辖的地区；

(三) 该新的**子公司**未在美国证券交易所上市；及

(四) 该新的**子公司**与**被保险机构**的业务活动性质没有实质性差异。

不属于前款规定范围内的新的**子公司**自其收购、组建或设立之日起，将自动纳入本保险合同的保险责任范围内，期限为 60 天。在**保险人**基于其可能在本保险合同下适用和增加为批单的条款做出书面同意后，该自动获得的保险保障可以在前述 60 天的期限后续展。

对于任何新的**子公司**，本保险合同项下的保险责任仅适用于因声称在收购或设立该新的**子公司**之后实施的**不当行为**而在保险期间内首次提起的**索赔**。

**第三十九条** 如果在本保险合同届满时，第三条至第五条中的任何基本保险责任没有续保或没有任何保险人提供同等的保险保障，则任何**被保险人**均有权自动获得为期 60 天的**延长报告期**而无需缴纳额外保险费；在额外支付 100%保险费的前提下，本保险合同项下提供该项基本保险责任的期限将自保险期间届满之日起延长 12 个月的**延长报告期**，但该项延期的基本保险责任应按照下述规定予以适用：

（一）对于本保险合同第三条与第 4.1 条、第 4.2 条和第 4.3 条项下的基本保险责任以及所有适用的扩展保险责任而言，本条项下的保险责任仅适用于在保险期间届满前发生并且在**延长报告期**届满前通知**保险人的不当行为**；和

（二）对于本保险合同第 5.1 条和第 5.2 条项下的基本保险责任而言，本条项下的保险责任仅适用于完全在保险期间届满前做出并且在**延长报告期**届满前通知**保险人的泄密和网络安全不当行为或媒体不当行为**。

#### **第四十条 未续保情形下的延长报告期**

投保人必须在保险期间届满后 60 天内完成下述事项，才能获得本保险合同第七条规定的 12 个月的**延长报告期**：

（一）通知**保险人**其希望获得 12 个月的**延长报告期**；及

（二）支付额外的保险费。

如果发生了交易，则投保人无权根据本保险合同第七条和本条的规定购买 12 个月的**延长报告期**。

**延长报告期**在本保险合同解除或无效的情况下不予提供。根据本保险合同第七条和本条的规定支付的额外保险费在支付时即视为满期保费而不予退还。

投保人同意，如果**保险人**提出的续保条款、条件、责任限额或保险费与本保险合同不一致的，不构成**保险人**拒绝续保。

如果**记名被保险人**获得了类似的保险保障，则自其获得之日起，本保险合同第七条和本条项下有关**延长报告期**的权利即告灭失。在此情形下，已购买的**延长报告期**将自动失效。

#### **第四十一条 可分割性**

（一）投保单将被视为每一位**被保险人**分别做出的投保申请，对于投保单所包含声明和详细信息，在确定其他**被保险人**是否享有保险保障时，任何**被保险人**做出的声明或知晓的信息均不应视作其他**被保险人**做出的声明或知晓的信息。

（二）只有**管理团队**曾经、现在或将来的成员做出的声明或知晓的信息将被视为其所属**被保险机构**做出的声明或知悉的信息。

#### **第四十二条 保密**

除非符合下述任一情形，否则**被保险人**不得向第三方披露本保险合同项下任何**免赔额、单个索赔责任限额、分项累计责任限额、总累计责任限额**或应付保险费的条款或性质（包括不得在**被保险机构**的年报中披露）：

（一）已获得**保险人**的书面同意；

（二）**被保险人**必须向客户提供保险凭证；或

（三）根据法院法令的要求而进行披露的。

#### **第四十三条 转让**

未经**保险人**事先书面同意，本保险合同及其项下权利不得进行转让。

#### 第四十四条 授权条款

各方同意，由**记名被保险人**代表**被保险人**处理与本保险合同有关的事项。

### 释义

**第四十五条** 除另有约定外，本保险合同及**保险明细**中的粗体用语具有如下定义：

(1) **合格程序**：发布前已完成开发、成功通过测试且已证明在同等操作环境中顺利运行的程序。

(2) **网络恐怖主义行为**：个人或团伙以推动其社会、意识形态、宗教、经济或政治目标，或威胁、强迫政府或其民众，或破坏任一经济行业为目的，为了对**承保计算机系统**进行非法使用或访问或施以**计算机恶意行为**，针对**承保计算机系统**所采取的任何行为（包括武力、暴力或威胁使用武力、暴力），无论行为实施方是单独行动、代表任何组织或政府或与任何组织或政府有关。

(3) **分项累计责任限额**：在保险期间内，无论**索赔**、**单个索赔责任限额**、**索赔人**、申请理赔的**被保险人**、索赔涉及的基本保险责任和/或扩展保险责任的数量分别是多少或其他因素为何（包括前述各项的任意组合），**保险人**根据每一项基本保险责任和扩展保险责任规定所应赔偿的**损失**和其他保险责任范围内款项的最高累计金额，其载明于**保险明细表**且使用时应遵守**总累计责任限额**的规定。

(4) **改良费用**：用**承保计算机系统**中的软件或应用程序的较新、升级和/或改进版本去替换或恢复原有软件或应用程序的费用，仅适用于本保险合同第 7.1 条。

(5) **身体伤害**：个人遭受的身体损伤、罹患疾病或死亡。**身体伤害**亦包括精神损害、精神痛苦、精神紧张、情绪压力、疼痛和痛苦或者惊吓，无论其是怎样导致的或是如何表现的；但因明确属于本保险合同第 5.1 条或第 5.2 条保险责任范围的**泄密和网络安全不当行为**或**媒体不当行为**所导致的精神损害、精神痛苦、精神紧张、情感伤害、疼痛和痛苦或者惊吓，则不属于**身体伤害**。

(6) **营业中断事故**：仅仅因下述原因直接导致**承保计算机系统**无法访问、中断或受到干扰，或者导致**被保险人**的数据被获取、破坏或毁损：

- 1、**计算机恶意行为**；
- 2、**非法使用或访问**；
- 3、**人为错误**；
- 4、**网络安全失效**；
- 5、**程序设计错误**；
- 6、为了防止或减轻上述 1 至 5 项的后果而对**承保计算机系统**进行合理、必要的全部或部分关闭；或
- 7、**被保险人**控制的电力系统因上述 1、2 或 4 项发生电力中断、骤增或骤降。

(7) **营业中断损失**: 被保险人在不发生**营业中断事故**时本应获得的**税前净利润**, 减去**被保险人**实际获得的**税前净利润**。

**营业中断损失**包括在**等待期**内所孳生的金额。

适用于**营业中断损失**的**免赔额**应当根据第 4.1 条的规定进行计算。

(8) **索赔**: **泄密和网络安全责任索赔**、**媒体责任索赔**和/或**不当行为**。

(9) **计算机恶意行为**: 为了创建、删除、获取、收集、更改或毁坏**被保险人的数据**或服务, 在不对**承保计算机系统**、通讯设备或基础设施造成物理损害的情形下, 针对**承保计算机系统**做出的任何**恶意行为**, 或者**恶意访问**或**非法侵入承保计算机系统**。

**计算机恶意行为**包括实施拒绝服务型攻击或植入**恶意代码**、勒索软件、加密勒索软件、病毒、特洛伊木马、蠕虫病毒、逻辑或时间炸弹或者可能中断、损害、阻止访问或以其他方式破坏**承保计算机系统**、**数据**或其所含软件运行的任何**恶意性质**的软件、程序、文件或指令。

(10) **计算机系统**: 计算机硬件、软件、固件及其存储的数据, 以及附随的移动设备、输入输出设备、数据存储设备、联网设备和存储区域网络以及其他电子数据备份设备, 包括数据采集与监视控制系统 (SCADA) 和工业控制系统 (ICS)。

(11) **消费者赔偿基金**: **被保险人**根据**监管程序**的不利判决或达成的和解协议, 依法存放的用于支付消费者的**泄密和网络安全责任索赔**或**媒体责任索赔**的相应基金款项。

**消费者赔偿基金**不包括支付款项中构成**税费**、**罚款**、**罚金**、**惩戒**或**制裁**的部分。

(12) **管理团队**: **记名被保险人**的首席财务官、首席执行官、法律总顾问、风险管理负责人、首席信息官、首席信息安全官、首席技术官、数据保护官、**保险事务代表**, 或者在**记名被保险人**组织中具有前述同等职务的人员。

(13) **承保计算机系统**: 符合下述任一条件的**计算机系统**:

1、**被保险人**租用、拥有或操作的**计算机系统**; 或

2、第三方服务提供商根据其**与被保险人**之间的书面合同, 为了**被保险人的利益**所操作的**计算机系统**。

(14) **承保电信系统**: **被保险人的**固定线路电信系统或者他人代表**被保险人**操作但根据书面协议由**被保险人**负责的固定线路电信系统, 仅适用于本保险合同第 7.4 条。

(15) **网络勒索损害赔偿**: **被保险人**为了终止或结束**网络勒索事件**而支付的法律允许承保的**钱财** (包括加密货币)。

**网络勒索损害赔偿**的价值应当根据本保险合同第二十七条的规定进行计算。

(16) **网络勒索事件**: 第三针对**被保险人**做出具有可信度的威胁或一系列具有可信度的互相关联的威胁, 表示其打算或者实际实施、引发了下述任意事项, 目的是为了向**被保险人**索取**钱财**或加密货币或者让**被保险人**满足其他要求, 以换取减轻或不

再受到该等威胁，或者换取撤销或终止实际实施该等威胁：

- 1、发布、泄露、传播、损毁或使用存储于**承保计算机系统**的保密、敏感、私有信息或者可识别个人的信息；
- 2、**承保计算机系统上的网络安全失效**；
- 3、在**承保计算机系统**上引入或施加**计算机恶意行为**；
- 4、改动、破坏、损毁、盗用、操纵或损坏**承保计算机系统**上传输或存储的**数据、指令或任何电子信息**；或
- 5、限制或阻碍对**承保计算机系统**的访问。

如果向**被保险人**表示打算实施或引起上述任意事项的威胁或一系列互相关联的威胁是由**管理团队**的成员做出、经其同意或受其指示的，则不属于**网络勒索事件**。

(17) **网络勒索费用**：仅为处理**网络勒索损害赔偿**的协商和付款事宜以终止或结束**网络勒索事件**而聘用第三方顾问所支出的合理必要费用。

(18) **网络事故**：需要支出**应急响应费用**的下述实际发生或合理怀疑存在的情形：

- 1、**计算机恶意行为、人为错误、程序设计错误、网络安全失效**或者针对**承保计算机系统**的**非法使用或访问**或其他威胁和行为，包括在**网络勒索事件**中做出的威胁或行为；
- 2、**泄密和网络安全不当行为**；或
- 3、**被保险人**控制的电力系统发生电力中断、骤增或骤降。

(19) **损害赔偿**：**被保险人**因本保险合同规定的**不当行为**而依法应支付的补偿性损害赔偿、裁定的判决前后的利息与和解金额。

如果根据适用司法管辖区最宽泛的法律认为惩罚性和惩戒性损害赔偿为可承保利益，则**损害赔偿**包括惩罚性和惩戒性的损害赔偿。

在投保了下述各项保险责任的情形下，在所投保的相应保险责任下，**损害赔偿**还分别包括以下各项：

- 1、本保险合同第 4.1 条项下的**损害赔偿**也包括**营业中断损失**；
- 2、本保险合同第 4.3 条项下的**损害赔偿**也包括**网络勒索损害赔偿**；
- 3、本保险合同第 5.1 条项下的**损害赔偿**也包括**消费者赔偿基金、支付卡损失和罚金**；
- 4、本保险合同第 7.2 条项下的**损害赔偿**也包括**直接财务损失**；

无论**损害赔偿**的数量有多少，均应遵守**保险明细表**载明适用的**单一索赔责任限额**以及**分项累计责任限额**的规定。

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、遵守禁止令或者其他非金钱性或确认性救济的费用，包括特定履行和同意提供相关救济；
- 4、**被保险人**损失的收入或利润、退还的费用、佣金，除非属于本保险合同第 4.1 条的保险责任范围；
- 5、特许使用费，**被保险人**或第三方在**被保险人**监督下重新提供的服务；
- 6、**被保险人**退回其无法律依据所取得的利益、报酬或财务利益；和

7、除本保险合同明确规定外，任何非用于赔偿不当行为所致损失的款项。

就本保险合同第 5.1 条而言，**损害赔偿**不包括**被保险人**拖欠、支付给别人或别人拖欠、支付给**被保险人的**价款，包括特许使用费、偿还款、折扣、返还款以及退还的任何款项、收费或费用；亦不包括更正或重新提供与**产品**相关的服务的费用，包括**产品**召回、丧失使用性或移除的费用。

(20) **数据**：在硬盘或软件上存储、创建、使用或传输的任何信息、事实或程序。

**数据**包括使计算机及其配件能够运行的任何信息或程序，包括系统和应用软件、硬盘或软盘、光盘驱动器、磁带、驱动盘、单元格、数据处理设备和其他与电子控制设备或其他电子备份设备一起使用的媒介。**数据**不构成真正的硬件或有形财产。

(21) **数据和系统恢复费用**：下述合理、必要的费用：

1、恢复或重建受损、丢失的**数据**的合理、必要费用。**保险人**对该费用持续赔偿直至聘请的第三方计算机取证公司论证已无法对丢失数据进行恢复或重建为止；

2、有必要将**承保计算机系统**恢复至**营业中断事故**发生前相同或同等状态或功能时，修复或恢复**承保计算机系统**中的软件或应用程序的合理、必要费用；

3、识别和纠正造成**营业中断事故**的原因的合理、必要费用；

4、经**保险人**事先同意（不得不合理地拒绝或迟延同意）后所产生的下述费用：

(1) 在下述情形下，更新、升级、替换或改进**承保计算机系统**的合理、必要费用：

a. 根据**被保险人的**合理预期，将**承保计算机系统**中的受损软件或应用程序更新、升级、替换或改进至较新或改进的标准、状态、功能或版本的费用，不超过对其进行修复、修理或恢复的费用；或

b. 可适用**改良费用**；及

(2) 使**被保险人的**业务恢复至完全运营状态的其他合理、必要的费用，但仅限于**营业中断事故**单独造成或引发的妨碍**被保险人**完全运营的问题。

**数据和系统恢复费用**包括但不限于以下各项：

1、通过聘请第三方或设备租赁而使用外部设备；

2、根据持续经营计划实施替代工作方案；

3、向外部服务供应商分包的成本；和

4、劳动力成本增加的部分。

**数据和系统恢复费用**不包括以下各项：

1、识别或修复软件漏洞所产生的开支或费用；

2、替换硬件或有形财产的费用；

3、研究和开发**数据**（包括**商业秘密**）所产生的费用；

4、**数据**（包括**商业秘密**）的经济或市场价值；

5、其他间接损失或损害；

6、**应急响应费用**；

7、超出本项定义第一款第 4（1）项范围的**数据**或**计算机系统**更新、升级、替换、维护或改进的费用。

(22) **直接财务损失**：是指**管理团队**的成员在保险期间内发现**偷窃**之时，**钱财**的



重置价值或者**有价证券**的市场价值，本定义仅适用于本保险合同第 7.2 条。**直接财务损失**应当按照本保险合同第二十七条的规定计算价值。

(23) **紧急应急响应费用**：是指下述合理、必要的费用（仅适用于本保险合同第七条）：

1、聘请网络事故响应处理人提供服务，对**被保险人**合理怀疑或确认发生的**网络事故**或**营业中断事故**进行协调响应，由此产生的合理、必要的费用；

2、聘请第三方计算机取证公司，确定**被保险人**合理怀疑或确认发生的**网络事故**或**营业中断事故**的原因及范围，并采取措施停止、逆转该等**网络事故**或**营业中断事件**产生的后果或进行补救。

(24) **免赔额**：每一个**索赔**中应赔付的**损失**或其他保险责任范围内的金额里应由**被保险人**承担的那部分，各项保险责任或扩展保险责任的保障项目所适用的**免赔额**金额均载明于**保险明细表**。

(25) **延长报告期**：本保险合同第七条和第三十七条规定的保险责任延长的期间（如适用）。

(26) **费用**：**泄密和网络安全责任索赔费用、媒体责任索赔费用、网络勒索费用、数据和系统恢复费用以及应急响应费用**。如投保了相应的扩展保险责任，则**费用**还应包括相应扩展保险责任项下的**改良费用、紧急应急响应费用、奖金和/或电信费用**。

(27) **人为错误**：造成**被保险人的数据**丢失、改动或毁坏的操作错误或疏漏，包括选用的程序、错误设置的参数、员工或**被保险人的**第三方服务提供商做出的任何不恰当的干预。

(28) **应急响应费用**：下述各项合理、必要的费用：

1、获取应急响应管理服务，对**网络事故**或**营业中断事故**进行协调响应，由此产生的合理、必要的费用；

2、聘请第三方计算机取证公司提供服务，确定**网络事故**或**营业中断事故**发生的原因及范围；

3、由于发生了**网络事故**而必须遵守所适用的司法管辖区内有关**个人信息保护法规**最宽泛的规范而产生的消费者通知费用，包括但不限于：

(1) 聘请第三方提供通知或呼叫中心支持服务的合理、必要费用；和

(2) 为确定**个人信息保护法规**的适用性及遵守**个人信息保护法规**所应采取的必要措施，聘请律师事务所提供服务的合理、必要费用；

4、政府部门或具同等职能的监管部门认为存在违反**个人信息保护法规**情况的，聘请法律顾问或合规顾问处理并对前述部门的调查进行答复（包括与前述部门进行沟通以确定**个人信息保护法规**的适用性及遵守**个人信息保护法规**所应采取的必要措施），由此产生的合理、必要的费用，但不包括在**监管程序**中实际出席或为**被保险人**进行**辩护**所产生的费用；

5、仅限为了**网络事故**或**营业中断事故**发生后保护或恢复**被保险人的**声誉，聘请公关公司、律师事务所或危机处理公司提供宣传或相关沟通服务所产生的合理、必

要的费用；

6、对于因**网络事故**或**营业中断事故**所合理引起的必要法律问题，聘请律师事务所仅就**被保险人**的权利和可选择的方案提供初步法律意见和建议（包括确定**被保险人在**供应商合同下潜在的请求赔偿的权利以及准备应对和减少潜在的第三方诉讼），由此产生的合理、必要的费用；

7、聘请有许可证的调查人员、信用专员，向**个人数据**被不当泄露或遭受其他损害的个人提供不超过一年的欺诈咨询，以及对于经前述调查人员、信用专员确认为仅因**网络事故**直接导致身份被盗用的受害个人，聘请第三方为其提供身份恢复服务，由此产生的合理、必要的费用；

8、为因**网络事故**直接导致**个人数据**被不当泄露或遭受其他损害的个人提供信用监测、身份盗用监测、社交媒体监测、信用冻结、欺诈警报服务或其他防欺诈软件所产生的合理、必要的费用；

9、经**保险人**事先同意后所产生的下述合理、必要的费用：

（1）主动通知**个人数据**被不当泄露的个人所产生的合理、必要的费用，包括聘请第三方提供通知服务或呼叫中心支持服务以主动通知**个人数据**被不当泄露或遭受其他损害的个人；和

（2）其他合理、必要的费用。

**下述各项不属于应急响应费用：**

**1、以更新或其他方式改进保密或网络安全控制、政策或程序，使其高于损失事件发生前的水平或符合个人信息保护法规的要求所产生的开支或费用，但可适用改良费用的情形除外；**

**2、税费、罚款、罚金、惩戒或制裁的款项；**

**3、罚金；**

**4、数据和系统恢复费用；**

**5、营业中断损失；**

**6、被保险人为终止或结束网络勒索事件而支付的钱财或加密货币；**

**7、网络勒索费用；**

**8、被保险人的工资、薪金、内部运营成本、费用或收入；和**

**9、对与网络事故或营业中断事故相关的第三方诉讼进行应诉、起诉或抗辩产生的费用。**

（29）**保险事务代表：**被保险机构中负责投保和维持被保险机构保险合同的员工。

（30）**被保险人：**被保险机构和被保险个人。

（31）**被保险机构：**记名被保险人和子公司。

（32）**被保险个人：**

1、**被保险机构**曾经、现在或将来的负责人、合伙人、管理人员、董事、受托人、监事会成员、员工、派遣员工或临时员工，在其代表**被保险机构**或根据**被保险机构**的管理和控制下行事时属于**被保险个人**；

2、**被保险机构**聘用的依其职能必须遵守美国 2002 年萨班斯-奥克斯利法案的律师；及

3、作为**被保险机构**的独立分包商的自然人，在其代表**被保险机构**履行职责时属于**被保险个人**。

下述人员也可成为**被保险个人**：

1、**泄密和网络安全责任索赔**或**媒体责任索赔**针对**被保险机构**的负责人、合伙人、董事、管理人员、受托人、员工提起时，该等人员的家庭伴侣属于**被保险个人**；

2、**泄密和网络安全责任索赔**或**媒体责任索赔**针对**被保险机构**的已故负责人、合伙人、董事、管理人员、受托人、员工提起时，该等人员的遗产、继承人或法律代理人属于**被保险个人**。

破产、抵押物清偿或类似程序中的审计师、接管人、清算人、管理人、受托人或者前述人员的员工不属于**被保险个人**。

(33) **保险人**：是指华泰财产保险有限公司。

(34) **损失**：是指**损害赔偿**或**费用**。

(35) **恶意使用或访问**：是指对**承保计算机系统**进行被禁止的、不合法的且未获授权的进入、使用或访问。

(36) **媒体责任索赔**：是指下述各项：

- 1、第三方要求**被保险人**提供金钱性或非金钱性赔偿；
- 2、第三方为获得金钱性赔偿、非金钱性救济或禁止令而向**被保险人**提起民事诉讼，该程序通过递交起诉书或类似诉请而启动；或
- 3、第三方为获得金钱性赔偿、非金钱性救济或禁止令而向**被保险人**提起仲裁。

(37) **媒体责任索赔费用**：是指下述各项：

- 1、**保险人**或**被保险人**经**保险人**事先书面同意（不得不合理地拒绝或迟延同意），对保险责任范围内的**媒体责任索赔**进行调查和抗辩所产生的合理、必要的律师费、专家证人费与其他费用和开支；
- 2、为获得与**媒体责任索赔**有关的上诉担保、诉讼保全担保或类似担保而支出的合理、必要的费用，但**保险人**无义务必须申请或提供该类担保；及
- 3、经**保险人**事先批准后为获得公关和危机沟通服务所产生的合理、必要的费用。

(38) **媒体内容**：是指**被保险人**或他人代表**被保险人**在互联网上（包括社交媒体网站）传播的电子媒体信息。

(39) **媒体服务**：是指出版、发行或传播**媒体内容**。

(40) **媒体不当行为**：仅指**被保险人**在提供**媒体服务**时所实际或被指称发生的下述行为：

- 1、对个人或组织的声誉或品行进行诋毁或损害，诽谤，侮辱，造谣，产品诋毁，商业诽谤，施加精神伤害、精神痛苦及侮辱性的捏造事实；
- 2、窃听、非法拘禁或恶意检控；

3、剽窃、盗版或盗用与**媒体内容**相关的创意；

4、侵犯著作权、域名、商业外观、标题或标语，损害或侵犯商标权、服务商标、服务名称或商号（不包括实际或被指称侵犯专利权或**商业秘密**）；

5、**被保险人**创作或传播**媒体内容**时的过失行为。

任何种类的歧视或歧视性行为均不属于**媒体不当行为**，包括被指称的有关不平等的**媒体责任索赔**或者完全无法访问**被保险人的网站、媒体内容**。

(41) **钱财**：是指货币、硬币、纸币、金银、支票、旅行支票、记名支票、邮政汇票、向公众或基金销售的现金汇款，无论是以实体或电子形式持有。加密货币、商品和有形财产不属于**钱财**。

(42) **记名被保险人**：是指**保险明细表**第1项列明的第一个机构。

(43) **自然人**：是指通过特定标识信息可以识别身份的个人，例如通过姓名、国内身份证件号码或政府颁发的其他身份识别号码、位置数据、在线标识信息（如IP地址）识别，或者通过该个人的物理身份、文化或社会身份的特定一个或多个因素识别。

(44) **净利润**：是指**被保险人**业务的营业利润减去所有固定支出后的余额。本定义中的固定支出包括**被保险人**持续经营和工资总支出的费用并应减去节省的开支。

(45) **网络安全**：是指为了防止**承保计算机系统**遭受**计算机恶意行为**或**非法使用或访问**，**被保险人**或他人代表**被保险人**所采取的行动。

(46) **支付卡损失**：是指因**泄密和网络安全不当行为**，**被保险人**依法就其未遵守支付卡行业数据安全标准的规定所应支付的支付卡**罚金**、处罚、退款、补偿和欺诈损失赔偿。

**支付卡损失**不包括下述各项：

1、首次罚款或支付卡罚金应付之日起三个月后因仍然未遵守支付卡行业数据安全标准的规定所导致的后续罚款或支付卡罚金；和

2、对保密或网络安全管控措施、政策或程序进行更新或以其他方式改进所产生的开支或费用。

(47) **单个索赔责任限额**：是指在保险期间内，**保险人**为每一项**单个索赔**所应赔偿的**损失**和其他保险责任范围内款项的最高累计金额，其载明于**保险明细表**且使用时应遵守适用于其的**分项累计责任限额**以及**总累计责任限额**的规定。

(48) **赔偿期**：是指**被保险人**产生**营业中断损失**或**数据和系统恢复费用**的期间，该期间自**营业中断事故**发生之日起计，最长不超过三个月；但**被保险人**在此后仍然产生**营业中断损失**或**数据和系统恢复费用**的，**保险人**可以自主决定延长**赔偿期**，延长的期限亦由**保险人**自行决定。

(49) **个人数据**：是指任何形式的下述信息：

1、**自然人的**姓名、国内身份证件号码或社会保险号码、医疗或健康数据、其

他受保护的健康信息、驾驶证号码、州省身份证件号码、信用卡卡号、借记卡卡号、地址、电话号码、电子邮箱地址、帐号、帐户历史记录、密码；和

2、**个人信息保护法规**所规定的其他受保护的个人信息。

(50) **人身伤害**：是指因以下一项或多项违法行为导致的伤害：

- 1、非法逮捕、拘留或羁押；
- 2、恶意检控；
- 3、侮辱、诽谤、其他诽谤性或诋毁性资料；
- 4、侵犯个人隐私权的宣传或发表；和
- 5、非法进入或驱逐，以其他方式侵犯他人的私人场所。

(51) **总累计责任限额**：是指在保险期间内，无论**索赔、单个索赔责任限额、分项累计责任限额**、索赔人、申请理赔的**被保险人**、索赔涉及的基本保险责任和/或扩展保险责任的**数量**分别是多少和/或其他因素为何（包括前述各项的任意组合），**保险人**根据本保险合同的规定所应赔偿的最高累计金额，其载明于**保险明细表**。

(52) **污染物**：是指固态、液态、气态或热力的刺激物或者污染物质，包括烟、蒸汽、烟尘、气味、酸、碱、化学物质、石棉、石棉制品或废料（废料包括用于循环利用、修复或改造的物质）。

(53) **泄密和网络安全责任索赔**：是指下述各项：

- 1、第三方要求**被保险人**提供金钱性或非金钱性赔偿；
- 2、第三方为获得金钱性赔偿、非金钱性救济或禁止令而向**被保险人**提起民事诉讼，该程序通过递交起诉书或类似诉请而启动；
- 3、第三方为获得金钱性赔偿、非金钱性救济或禁止令而向**被保险人**提起仲裁；或
- 4、**监管程序**。

(54) **泄密和网络安全责任索赔费用**：是指下述各项费用：

- 1、**保险人或被保险人**经**保险人**事先书面同意，对保险责任范围内的**泄密和网络安全责任索赔**进行调查和抗辩所产生的合理、必要的律师费、专家证人费与其他费用和开支；和
- 2、为获得与**泄密和网络安全责任索赔**有关的上诉担保、诉讼保全担保或类似担保而支出的合理、必要的费用，但**保险人**无义务必须申请或提供该类担保。

(55) **泄密和网络安全不当行为**：是指**被保险人**实际或涉嫌利用其身份做出或企图做出导致下述任一后果的错误、虚假陈述、误导性陈述、作为或不作为、过失或违反职责的行为：

- 1、**网络安全失效**，包括不能防止、控制、防御或识别**计算机恶意行为**或者**非法使用或访问**（包括造成**人身伤害的计算机恶意行为**或者**非法使用或访问**）；
- 2、**被保险人**或者依法由**被保险人**承担责任的独立分包商未能处理、管理、存储、销毁或以其他方式控制下述信息：
  - (1) **个人数据**，包括造成**人身伤害的个人数据**；和
  - (2) 以任何形式提供给**被保险人**的非公众第三方私人企业的信息；

3、非故意违反**被保险人的**隐私政策，进而导致违反了**个人信息保护法规**，包括但不限于**被保险人**非故意地不当使用或收集**个人数据**。

(56) **个人信息保护法规**：是指规范**个人数据**的管理、收集、保管、控制、使用和披露的法规，**个人数据**包括适用欧盟《通用数据保护条例（GDPR）》的**数据**。

(57) **产品**：是指**被保险人**销售、设计、创制、开发、组装、制造、操作、安装、处置、出借或授权第三方使用、售出或者由**被保险人**或他人代表**被保险人**分销的任何事物，包括对其进行维修和维护。

(58) **程序设计错误**：是指在程序、应用程序或操作系统开发或编码过程中发生的错误，在程序、应用程序或操作系统运行时，该错误会导致计算机系统发生故障、运行中断和/或产生错误结果。

**程序设计错误**不包括对**承保计算机系统**的软硬件和固件进行集成、安装、升级或安装补丁，除非**被保险人**能够证明**程序设计错误**是因**合格程序**引起的。

(59) **财产损失**：是指有形财产遭受物理损害或者丢失、损毁，包括有形财产丧失使用性，但不包括**数据**受到的损害、丢失、损毁或丧失使用性。

(60) **罚金**：是指政府或监管部门（包括根据其在**监管程序**下做出的决定而受托行使监管或职权的官方政府实体）要求缴纳的民事金钱性罚款或罚金。**罚金**不包括**法律规定不可投保的民事金钱性罚款或罚金、刑事罚款、没收的利润或加倍损害赔偿金**。

(61) **监管程序**：是指政府机构或第三方代表政府机构认为**被保险人的泄密和网络安全不当行为**涉嫌违反**个人信息保护法规**，通过递交相应的起诉书或类似诉请，启动信息提交、传唤、诉讼、民事调查或民事程序，并且该**泄密和网络安全不当行为**可能会引起本保险合同**保险责任第 1.5 条**保险责任范围内的**泄密和网络安全责任索赔**。**监管程序**不包括基于**刑事违反个人信息保护法规**或与之相关的任何行动、程序、诉讼或前述行动、程序、诉讼的任何一部分。

(62) **追溯日**：是指**保险明细表**第 4 项列明的日期。

(63) **奖金**：仅适用于本保险合同第 7.3 条，是指与**被保险机构**不存在关联、亦非**被保险机构**雇用的第三方自然人提供了其他途径无法获得的信息，使得对**网络勒索事件**负有责任的人被逮捕及定罪，**被保险机构**经**保险人**事先同意向该第三方自然人支付的金额合理的钱款或其他担保。

**奖金**不包括**应急响应费用**或**网络勒索费用**。

(64) **保险明细表**：是指本保险合同所附之明细表。

(65) **有价证券**：仅适用于本保险合同第 7.2 条，是指除**钱财**和加密货币以外的象征钱款或财物的可转让或不可转让票据或合约，包括**短期债券、股票、长期债券、无担保债券、债券凭证、股份或者其他股权、债务担保**。**有价证券**不包括**商品和有形**

财产。

(66) **单个索赔**是指与相同的原由、起因或相同的根本原由或起因相关的所有**索赔**或引起本保险合同项下索赔的所有其他事项，无论该等**索赔**、**监管程序**或者引起本保险合同项下某项索赔的其他事项是否涉及相同的索赔方、**被保险人**、事件或法律案由。

(67) **子公司**：是指保险期间开始时，符合下述条件的非合伙或合资实体：

- 1、**记名被保险人**在该实体中直接或间接持有超过 50%的投票权；
- 2、**记名被保险人**有权任命或免除董事会超过 50%的成员；
- 3、**记名被保险人**根据与其他股东的书面协议单独控制超过 50%的投票权。

如果一家**子公司**在保险期间内或者续保保险期间开始前不再是**子公司**，本保险合同将按照下述规定继续向该**子公司**及其**被保险个人**提供保险保障：

1、对于**追溯日**后且该实体属于**子公司**时发生的**泄密和网络安全不当行为**和**媒体不当行为**，本保险合同将根据之前投保的相应保险责任提供保险保障；

2、对于**管理团队**在该实体属于**子公司**时发现的**网络事故**、**营业中断事故**、**网络勒索事件**和**偷窃**，本保险合同将根据之前投保的相应保险责任提供保险保障。

(68) **电信费用**：仅适用于本保险合同第 7.4 条，是指对未经授权的语音、数据收费或未经授权的宽带收费开具发票的金额。**电信费用不包括电信服务商或代表电信服务商的第三方所免除、报销或补偿的欺诈性收费。电信费用亦不包括有合法权限访问承保电信系统的员工或获授权第三方因故意、过失或不当滥用或过度使用承保电信系统而产生的语音、数据或宽带收费。**

(69) **偷窃**：仅适用于本保险合同第 7.2 条，是指**第三方**意图永久剥夺**被保险人**对其**钱财**或有**价证券**的使用并由此为自己获得经济利益，从而拿走**被保险人的钱财**或有**价证券**的欺骗性不法行为。

(70) **第三方**：是指非本保险合同项下**被保险人的**实体或自然人。

(71) **商业秘密**：是指可创造实际或潜在独立经济价值、不为他人所知或确定的且已采取合理措施进行保密的信息，该信息的披露或使用能使他人获利，包括配方、模式、汇编、程序、设备、方法、技术或流程。

(72) **交易**：是指**记名被保险人**发生下述情形：

- 1、 该公司或其全部资产被另一实体收购；
- 2、 该公司与另一实体兼并或合并；
- 3、 任何个人、实体或有关联关系的一群个人或实体获得选举、任命或选派该公司至少 50%的董事的权利；
- 4、 任何个人、实体或有关联关系的一群个人或实体收购该公司 50%或以上的已发行资本；
- 5、 接管人、接管管理人、清算人、行政管理人、官方管理人或受托人被委派经营、管理、清算、监督或以其他方式进行控制该公司。

(73) **非法使用或访问**：是指任何一方或个人未经授权（包括超越权限的员工和被授权方）进入或访问承保计算机系统。

(74) **等待期**：是指保险明细表第 3 项载明的小时数，从营业中断事故发生后开始起计。

(75) **不当行为**：是指实际发生或被指称的泄密和网络安全不当行为、媒体不当行为、恶意使用或访问、网络事故和营业中断事故。

(76) **不当雇佣行为**：是指实际或涉嫌违反劳动法律或违反有关个人与被保险人现有或预期劳动关系法律规定的行为，包括下述情形：

1、与雇佣相关的侵犯隐私，但因本保险合同第 5.1 条保险责任范围内的个人数据丢失所引起的那部分泄密和网络安全责任索赔不属于此类情形；

2、与雇佣相关的不当施加情绪压力，但因本保险合同第 5.1 条保险责任范围内的个人数据丢失所引起的那部分泄密和网络安全责任索赔不属于此类情形。

## **Cyber Enterprise Risk Management Version 2**

**PLEASE READ THE ENTIRE POLICY CAREFULLY ESPECIALLY THE  
UNDERLINED PARTS WHICH MAY EXEMPT THE INSURER FROM LIABILITY  
UNDER THIS POLICY**

### **General Provisions**

**Article 1** All parts of this policy, along with the proposal form, policy schedule or other insurance certificate and any endorsements should be read together and considered as one contract. Any agreement related to this insurance shall be made in written form.

**Article 2** The **Insureds** under this policy include the **Insured Organisations** and the **Insured Persons**.

### **Insurance Agreements**

**Article 3** Incident Response

The **Insurer** will pay on behalf of the **Insured** for **Incident Response Expenses** by reason of a **Cyber Incident** or a **Business Interruption Incident** first discovered by any **Control Group** member during the policy period and reported to



the **Insurer** pursuant to Article 25.

**Article 4** The **Insurer** will reimburse the **Insured** for:

- 4.1 Business Interruption  
actual **Business Interruption Loss** during the **Period of Indemnity** that exceeds the **Excess** amount shown in Item 3 of the **Schedule**, arising from a **Business Interruption Incident**, the duration of which exceeds the **Waiting Period**, and is discovered by any **Control Group** member during the policy period; and
- 4.2 Data and System Recovery  
**Data and System Recovery Costs** during the **Period of Indemnity**, arising from a **Business Interruption Incident** discovered by any **Control Group** member during the policy period; and
- 4.3 Cyber Extortion  
**Cyber Extortion Damages** and **Cyber Extortion Expenses** by reason of a **Cyber Extortion Event** discovered by any **Control Group** member during the policy period;

and reported to the **Insurer** pursuant to Article 25.

**Article 5** The **Insurer** will reimburse the **Insured** for:

- 5.1 Privacy and Network Security Liability  
**Damages** and **Privacy and Network Security Claims Expenses** by reason of a **Privacy and Network Security Claim** first made during the policy period by reason of any **Privacy and Network Security Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the policy period; and
- 5.2 Media Liability  
**Damages** and **Media Claims Expenses** by reason of a **Media Claim** first made during the policy period by reason of any **Media Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the policy period;

and reported to the **Insurer** pursuant to Article 25.

### **Insuring Agreement Extensions**

**Article 6** Emergency Incident Response

The **Insurer** will pay on the **Insured's** behalf for **Emergency Incident**

**Response Expenses** incurred within the first 48 hours immediately following the discovery of a reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident** by any **Control Group** member during the policy period and reported to the **Insurer** pursuant to Article 25, which requires immediate attention in order to mitigate the damage from, effects of and costs related to such **Cyber Incident** or **Business Interruption Incident**.

**Article 7** We will reimburse you for:

- 7.1 Betterment Costs  
**Betterment Costs** arising from a **Business Interruption Incident** as covered under Article 4.2;
- 7.2 Cyber Crime  
**Direct Financial Loss** solely as a result of **Theft** of the **Insured's Money** or **Securities** due to **Malicious Use or Access** of a **Covered Computer System** by a **Third Party**, discovered by any **Control Group** member during the policy period;
- 7.3 Reward Expenses  
**Reward Expenses** solely to the extent used in direct connection with a **Cyber Extortion Event** as covered under Article 4.3;
- 7.4 Telecommunications Fraud  
**Telecommunications Expenses** due to a **Computer Malicious Act** or **Malicious Use or Access** of a **Covered Telecom System** by a **Third Party**, discovered by any **Control Group** member during the policy period;

and reported to the **Insurer** pursuant to Article 25.

## **Exclusions**

**Article 8** The **Insurer** shall not be liable for **Loss** on account of any **Claim**:

- 8.1 Prior Knowledge  
alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the policy period if, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Insurer** of which this policy is a continuous renewal or a replacement, any member of the **Control Group** of the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to any **Loss**.

## 8.2 Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

- A. any prior or pending litigation, **Privacy and Network Security Claim, Media Claim**, demands, arbitration, administrative or regulatory proceeding or investigation filed or commenced against the **Insured**, and of which the **Insured** had notice, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Insurer** of which this policy is a continuous renewal or a replacement, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
- B. any **Wrongful Act**, fact, circumstance or situation that has been the subject of any notice given under any other policy before the effective date of this policy; or
- C. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** that has been the subject of such notice, would constitute a **Single Claim**.

## 8.3 Conduct

directly or indirectly caused by, arising out of or in any way connected with the **Insured**'s conduct, or of any person for whose conduct the **Insured** is legally responsible, that involves:

- A. committing or permitting any knowing or wilful breach of duty, or violation, of any laws; or
- B. committing or permitting any criminal, deliberately fraudulent or deliberately dishonest act or omission; or
- C. any actual or attempted gain of personal profit, secret profit or advantage by the **Insured** to which the **Insured** was not entitled.

This exclusion only applies where such conduct has been established to have occurred by final adjudication (after the exhaustion of any appeals), or written admission.

Conduct committed by an **Insured Person** shall not be imputed to any other **Insured Person**. However, conduct committed by or with the knowledge of a past, present, or future member of the **Control Group** shall be imputed to the relevant **Insured Organisation**.

## 8.4 Intentional Wrongful Collection or Use

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the unauthorised, surreptitious, or wrongful use or collection of **Personal Data** by the **Insured** or the failure to provide adequate notice that **Personal Data** is being collected or used. However, this exclusion shall not apply to the **Insured**'s unintentional violation of any **Privacy Regulation**, including but

not limited to the unintentional wrongful use or collection of **Personal Data**.

8.5 Discrimination or Employment Practices

alleging, based upon, arising out of or attributable to any:

- A. discrimination of any kind;
- B. humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination;
- C. **Wrongful Employment Practices.**

However, this exclusion shall not apply with respect to that part of any **Privacy and Network Security Claim** alleging employment-related invasion of privacy or employment-related wrongful infliction of emotional distress in the event such **Privacy and Network Security Claim** arises out of the loss of **Personal Data** which is covered under Article 5.1.

8.6 Contract

for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by the **Insured**.

This exclusion shall not apply to:

- A. any liability or obligation the **Insured** would have in the absence of such contract, warranty, promise or agreement; or
- B. any indemnity by the **Insured** in a written contract or agreement with the **Insured's** client regarding any **Privacy and Network Security Wrongful Act** that results in the failure to preserve the confidentiality or privacy of **Personal Data** of customers of the **Insured's** client; or
- C. with respect to Article 5.1, any **Payment Card Loss**.

8.7 Fees

Solely with respect to coverage under Article 5.1 and 5.2: alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by the **Insured**.

8.8 Bodily Injury and Property Damage

alleging, based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**.

8.9 Infrastructure Outage

alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure.

However, this exclusion shall not apply to failure, interruption, disturbance or outage of telephone, cable or telecommunications systems under an **Insured's** operational control, which is a result of a **Computer Malicious Act, Unauthorised Use or Access**, or a failure of **Network Security**.

8.10 Force Majeure

alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.

8.11 War

alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

However, this exclusion shall not apply to an **Act of Cyber-Terrorism** which results in a **Claim**.

8.12 Pollution

alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction, formal mandate or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so.

8.13 Wear and Tear and Governmental Authority

Solely with respect to coverage under Articles 3, 4.1 and 4.2:

- A. alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of a **Covered Computer System or Data**, including any data processing media.
- B. for any action of a public or governmental authority, including the seizure, confiscation or destruction of a **Covered Computer Systems or Data**.

8.14 Patent and Trade Secret

alleging, based upon, arising out of or attributable to any claim, dispute or issues with the validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret** by or on behalf of the **Insured**.

8.15 Intellectual Property

alleging, based upon, arising out of or attributable to any infringement,

violation or misappropriation by the **Insured** of any copyright, service mark, trade name, trademark or other intellectual property of any third party. However, this exclusion shall not apply to a **Privacy and Network Security Wrongful Act** or **Media Wrongful Act** expressly covered under Article 5.1 or 5.2.

8.16 False Advertising or Misrepresentation

Solely with respect to coverage under Article 5.2, alleging, arising out of, or attributable to the actual goods, **Products** or services described, illustrated or displayed in **Media Content**.

8.17 Products

alleging, based upon, arising out of or attributable to any **Products**.

8.18 Trading

alleging, based upon, arising out of or attributable to any:

- A. financial loss due to the inability to trade, invest, divest, buy or sell any financial security or financial asset of any kind, however, solely with respect to **Business Interruption Loss** covered under Article 4.1, this shall not apply to the **Insured**'s loss of fee or commission income;
- B. fluctuations in any value of assets;
- C. financial value in any of the **Insured**'s accounts held at a financial institution; or
- D. inability to earn interest or appreciation on any asset.

**Article 9** The Insurer shall not be liable in respect of:

9.1 Insured v. Insured

any **Loss** on account of any **Claim** brought or maintained by the **Insured**, or on the **Insured**'s behalf, or any other natural person or entity for whom or which the **Insured** is legally liable, arising out of a **Privacy and Network Security Claim** or **Media Claim**.

However, this exclusion shall not apply to a **Privacy and Network Security Claim** brought against the **Insured** by an **Insured Person**, alleging that the **Insured** committed a **Privacy and Network Security Wrongful Act** as outlined in parts B and C of Article 45 (55) only, which is expressly covered under Article 5.1.

9.2 Cyber Crime

solely with respect to coverage under Article 7.2, any for **Direct Financial Loss** consisting of or which is due to:

- A. any acts by employees or independent contractors of the **Insured**, including any **Claims** caused by collusion with an employee or

- independent contractor;
- B. any acts by the **Insured's** directors, executive officers or executive managers, including any **Claims** caused by collusion with a director, executive officer or executive manager;
  - C. any government seizures of the **Insured's Money or Securities**;
  - D. any fluctuation in value in any **Monies or Securities**;
  - E. indirect or consequential loss, including but not limited to income or profit; or
  - F. recall costs or expenses.

### 9.3 Transactions

in the event that a **Transaction** occurs during the policy period, a **Loss** for any **Wrongful Act** occurring after the **Transaction**.

### 9.4 Other Insurance

If any **Loss** is insured under any other policy entered into by, or effected on behalf of the **Insured**, or under which the **Insured** is a beneficiary, whether prior or current, then to the extent legally permissible and, this policy, subject to its limitations, conditions, provisions and other terms, will not cover the amount of it that is not in excess of the amount of such other insurance.

The clause above does not apply to such other insurance that is written specifically as excess insurance over the policy limit specified in the **Schedule**.

### 9.5 Trade and Economic Sanctions Clause

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Loss** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or provision of such benefit would expose the **Insurer**, or the **Insurer's** parent or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the People's Republic of China, the European Union, United Kingdom, or United States of America.

## **Limits of Liability and Excess**

**Article 10** The limits of liability under this policy include the **Per Claim Limit**, **Limits of Insurance** and **Policy Aggregate**, which shall be agreed on between the policyholder and the **Insurer** at the conclusion of this policy and stated in the **Schedule**.

**Article 11** The **Per Claim Limits** and **Limits of Insurance** listed on the **Schedule**, are separate **Per Claim Limits** and **Limits of Insurance** pertaining to

each Insuring Agreement and each Extension.

The total amount payable by the **Insurer** (including **Loss**) under this policy in respect of each and every **Claim** shall not exceed the applicable **Per Claim Limit** which is subject to the applicable **Limit of Insurance** and the **Policy Aggregate**.

The total amount payable by the **Insurer** (including **Loss**) under this policy in respect of each Insuring Agreement and each Insuring Agreement Extension shall not exceed the applicable **Limit of Insurance** which is subject to the **Policy Aggregate**.

The total amount payable by the **Insurer** (including **Loss**) under this policy will not exceed the **Policy Aggregate**.

**Article 12** Any Insuring Agreement Extension or Sublimit listed on the **Schedule** shall be part of and not in addition to the applicable **Per Claim Limit** which is subject to the applicable **Limit of Insurance** and the **Policy Aggregate**. Sublimits are not subject to reinstatement once exhausted.

**Betterment Costs** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Data and Systems Recovery as provided for under Article 4.2, and shall reduce such applicable **Limit of Insurance**.

**Emergency Incident Response Expenses** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Incident Response as provided for under Article 3, and shall reduce and may completely exhaust such applicable **Limit of Insurance**.

**Reward Expenses** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Cyber Extortion as provided for under Article 4.3, and shall reduce such applicable **Limit of Insurance**.

**Telecommunications Expenses** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Telecommunications Fraud, and shall reduce such applicable **Limit of Insurance**.

**Article 13** The **Excess** under this policy shall be agreed on between the policyholder and the **Insurer** at the conclusion of this policy and stated in the **Schedule**.

**Article 14** The **Insurer** will only be liable for that part of a **Loss** and any other covered amount payable arising from any **Claim**, which exceeds the **Excess**. Such **Excess** shall be borne by the **Insured** and is uninsured by the **Insurer**.



Only one **Excess** amount shall apply to each and every **Single Claim**. However, the **Excess** applicable to Article 7.1 Betterment Costs shall apply separately to each and every **Single Claim**.

If a **Single Claim** is subject to different **Excess** amounts, the applicable **Excess** shall be applied separately to each part of **Damages** and **Expenses**, but the sum of such **Excess** shall not exceed the largest applicable **Excess**. However, the **Excess** applicable to Article 7.1 Betterment Costs shall apply separately and in addition to the sum of such applicable **Excess** amounts.

### **Period of Insurance**

**Article 15** The period of policy shall be the period of time specified in Item 2 of the **Schedule**.

### **Obligations of Insurer**

**Article 16** The **Insurer** shall issue the policy schedule or other insurance certificates to the policyholder in a timely manner after conclusion of the insurance contract.

**Article 17** If the **Insurer**, based on the policy, believes that the claim proofs and documents provided by the **Insured** are not sufficient, the **Insurer** shall request the policyholder and/or the **Insured** to provide additional proofs and materials in time and once for all.

**Article 18** Upon receipt of claim from the **Insured**, the **Insurer** shall decide whether the claim is covered by this policy in a timely manner. For complicated cases, the decision shall be made within 30 days or a time period otherwise agreed. The **Insurer** shall notify the **Insured** of the decision. If the claim is covered by the policy, the **Insurer** shall pay the indemnity within 10 days after reaching an agreement with the **Insured** or within a period as otherwise agreed in the insurance contract. If the claim is not covered by this policy, the **Insurer** shall issue a declination letter and explain the reasons to the **Insured** within 3 days after the decision is made.

**Article 19** The **Insurer** shall allow an advance payment that can be determined by the available proofs or documents if the final settlement amount cannot be determined within 60 days upon receipt of the claim and relevant documents, and shall pay the balance after the final amount of indemnity is adjusted.

## Obligations of Policyholder and Insured

**Article 20** Before entering into the insurance contract, the **Policyholder** shall make full and accurate representation and disclosure at the request and inquiry of the **Insurer** in respect of the subject matter insured and the **Insured**.

If the **Policyholder** fails to fulfill the obligation of making full and accurate representation and disclosure as aforementioned due to his willful act and/or gross negligence, which may affect the **Insurer's** decision whether to write the risk of the insurance and, if so, whether to raise the premium rate, the Insurer is entitled to cancel the policy.

If the policyholder willfully fails to comply with the obligation of making full and accurate representation and disclosure, the **Insurer** shall not be liable for any loss occurring prior to the cancellation of the policy and no premium shall be refunded.

If the policyholder, due to gross negligence, fails to disclose in truth material particular(s) which has significant contribution to the occurrence of the event insured, the **Insurer** shall not indemnify the **Insured** for any loss occurring prior to the cancellation of this policy, but shall refund the premium collected.

**Article 21** The policyholder shall pay the insurance premium in accordance with the insurance contract.

**Article 22** During the period of insurance, the **Insured** shall, in accordance with the insurance contract, give the **Insurer** timely written notice of any facts that may increase the risks materially, and the **Insurer** is entitled to charge additional premium or cancel the policy as agreed herein. If the **Insurer** cancels the policy, the refund of premium collected shall be made after deducting the amount in proportion to the period that it was on risk.

If the **Insured** fails to perform the obligation of notification aforementioned, the **Insurer** shall not be liable for any event occurred due to the material increase of the risks in the matter insured.

**Article 23** In the event of any insured event, the policyholder or **Insured** shall give timely notice to the **Insurer** in accordance with Article 25. If the policyholder or **Insured** fails to do so deliberately or due to gross negligence that makes it difficult to ascertain the nature, cause, and extent of loss, the **Insurer** shall not be liable for the uncertain part unless the **Insurer** is aware or ought to be aware of the occurrence in a timely manner by other means.

**Article 24** If the **Insured** fabricates an insured event that does not occur and file a claim for indemnity, the **Insurer** is entitled to terminate the policy without any refund

of premium.

If the policyholder and/or **Insured** deliberately make an insured event occur, the **Insurer** is entitled to terminate the policy without bearing any liability for the loss and refunding any premium.

If the policyholder and/or **Insured**, after occurrence of an insured event, fabricate false causes resulting in the occurrence of the insured event or exaggerate the extent of loss by fabricating and/or forging relevant certificates, materials or other proofs, the **Insurer** shall not be liable for the fabricated or exaggerated part of loss.

If the policyholder and/or **Insured** conducts any of the acts abovementioned and the **Insurer** has paid indemnity or incurred expenses due to such act(s), the paid indemnity shall be returned and expenses shall be compensated by the policyholder and/or **Insured**.

#### **Article 25** Notification

- A. The **Insured** shall give written notice to the **Insurer** as soon as practicable of a **Claim** and in no event more than 60 days after the earlier of the following dates:
- i. the date on which any **Control Group** member first becomes aware of a **Claim**; or
  - ii. if this policy is not renewed, the expiry of the policy period or **Extended Reporting Period**, if applicable.
- B. All notifications under this policy must be provided to the **Insurer** via the email address designated by the **Insurer**.
- C. Notifications must include certain information.
- i. All notifications under this policy shall include the following information:
    - (a) a specific description of the alleged **Claim** or **Loss** or other conduct;
    - (b) details of all parties involved, inclusive of names and contact information;
    - (c) a copy of any **Privacy and Network Security Claim** or **Media Claim** made by any third party or the documents or notice related to a **Regulatory Proceeding**;
    - (d) complete details of any alleged **Damages**; and
    - (e) such other information as the **Insurer** may require.
  - ii. Requests made by the **Insured** for indemnity by the **Insurer** for any **Business Interruption Loss** shall be accompanied by a computation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. The **Insured** shall produce any documentary evidence, including any applicable reports, books of accounts, bills, ledgers, invoices, and other vouchers and copies of such which the **Insurer** may reasonably require.
- D. If, during the policy period or an obtained **Extended Reporting Period**, the **Insured**:

- i. becomes aware of circumstances which are likely to give rise to a **Claim** and gives written notice of such circumstances to the **Insurer**; or
  - ii. receives a written request to waive application of a limitation period to, or to suspend the running of time towards expiry of a limitation period for the commencement of a civil proceeding against the **Insured** for a **Wrongful Act** occurring before the expiry of the policy period and gives written notice of such request and of such **Wrongful Act** to the **Insurer**,
- then any **Claims** subsequently arising from such circumstances or such request shall be deemed to have first been made during the policy period.

## **Claims Settlement**

### **Article 26** Calculation of Business Interruption Loss

The **Insurer's** adjustment of the loss shall take full account of trends or circumstances, during the twelve (12) months immediately before the **Business interruption Incident**, which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Incident** not occurred, including all material changes in market conditions which would affect the **Net Profit** generated. However, the **Insurer's** adjustment will not include any increase in income that would likely have been earned as a result of an increase in the volume of business due to favourable business conditions.

### **Article 27** Valuation

For the purposes of establishing the value of:

- A. **Direct Financial Loss** payable by the **Insurer**, the following valuation shall apply:
  - i. for foreign currency, the Renminbi value of that currency based on the middle rate of exchange published by the People's Bank of China on the day the **Theft** is first discovered by any **Control Group** member;
  - ii. **Securities** payable by the **Insurer**, the lesser of the following shall apply:
    - (a) the closing price of the **Securities** on the business day immediately preceding the day on which the **Theft** is first discovered by any **Control Group** member; or
    - (b) the cost of replacing the **Securities**; and
- B. **Cyber Extortion Damages** payable by the **Insurer**, the following valuation shall apply:

If **Cyber Extortion Damages** are paid in a currency, including cryptocurrency(ies), other than Renminbi, then payment under this policy will require submission of proof of the calculation of the applicable rate of exchange used to convert such other currency to Renminbi on the date that the **Cyber Extortion Damages** were actually paid.

Reimbursement of the **Direct Financial Loss** and **Cyber Extortion Damages** to

the **Insured** from the **Insurer** under this policy shall be made in the local currency from where this policy is issued based on the submission of proof provided by the **Insured**. The **Insurer** retains the right to dispute or adjust the calculation of **Direct Financial Loss** and **Cyber Extortion Damages** to the extent that the submission of proof the **Insured** submits is based on an inaccurate or inflated rate of exchange.

#### **Article 28** Allocation

In the event that any **Claim** involves both covered matters and matters not covered, a fair and proper allocation of any **Loss** shall be made between the **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

#### **Article 29** Conduct of Proceedings

- A. In respect of Article 5.1 and 5.2, the **Insurer** may take over and conduct (in the **Insured**'s name) the defence of any **Privacy and Network Security Claim** or **Media Claim** in respect of which the **Insurer** may be liable to indemnify the **Insured**.
- B. The **Insured** agrees to do nothing which will or might prejudice the **Insurer** in respect of a **Privacy and Network Security Claim** or **Media Claim** covered by this policy.
- C. The **Insured** must not make any admission of liability in respect of, or agree to settle, any **Privacy and Network Security Claim** or **Media Claim**, including any **Expenses**, without the **Insurer**'s prior consent (which shall not be unreasonably delayed or withheld), and the **Insurer** must be consulted in advance of investigation, defence and settlement of any **Privacy and Network Security Claim** or **Media Claim**. The **Insured** must, at the **Insured**'s own expense (unless otherwise provided in law), give the **Insurer** and any investigators or legal representatives appointed by the **Insurer**, all information they reasonably require, and full co-operation and assistance in the conduct of the investigation (including for the purpose of enabling the **Insurer** to determine liability to provide indemnity under this policy), defence, settlement, avoidance or reduction of any actual or possible **Loss** or **Claims**.

**Article 30** If a third party is held liable for the covered loss, the **Insurer** shall be subrogated to all the **Insured**'s rights of recovery against the third party from the date of indemnity payment to the **Insured**.

If the **Insured** has been indemnified by the third party after the occurrence, the **Insurer** may deduct the amount received by the **Insured** from the third party when paying the indemnity.

The **Insurer** shall not be liable for the loss if the **Insured** waives the right to claim against the third party after the occurrence but before the **Insurer** pays the

indemnity.

If the **Insured**, without the **Insurer's** consent, waives the right to claim against the third party after the **Insurer** has paid the indemnity to the **Insured**, such waiver of right is invalid.

If the **Insurer** cannot exercise the right of subrogation due to the **Insured's** willful act or gross negligence, the **Insurer** may deduct the corresponding amount of indemnity or request for a refund.

### **Dispute Resolution and Governing Law**

**Article 31** This policy shall be governed by and construed in accordance with the laws of the People's Republic of China.

**Article 32** Any dispute arising out of or in connection with this policy or the performance thereof shall be settled through negotiations between the parties concerned. If the parties fail to reach an agreement through negotiation, the dispute shall be submitted to the arbitration body specified in the **Schedule** for arbitration. If no arbitration body is specified in the **Schedule** and the parties fail to reach an arbitration agreement after the dispute arises, the dispute shall be submitted to the jurisdiction of the court within the People's Republic of China.

### **Miscellaneous**

**Article 33** Coverage Territory

To the extent permitted by the regulations and law (which expression is for this purpose taken to include but not be limited to any trade or economic sanctions applicable to either party), and subject to the terms of this policy, it covers **Wrongful Acts** committed and **Claims** made anywhere in the world.

**Article 34** Policy Construction

Unless the context otherwise requires, in this policy:

- A. the singular includes the plural and vice versa;
- B. headings are merely descriptive and not to aid interpretation;
- C. a position, title, legal status, legal concept or structure, or statute shall include the equivalent in any other jurisdiction; and
- D. a statute or statutory provision shall include any amended version or re-enactment.

**Article 35** Related Claims and Matters

A **Single Claim** shall attach to the policy only if the notice of the first **Claim** or

other matter giving rise to a **Claim** that became such **Single Claim**, was given by the **Insured** during the policy period.

### **Article 36** Cancellation

This **Policy** may be cancelled by the **Policyholder** at any time and cancellation takes effect at the time that notice of cancellation is provided to **us**. If there are no **Claims** notified to the **Insurer** under this policy, the **Insurer** will allow a refund of unearned premium calculated in accordance with its customary pro-rata.

The **Insurer** may cancel this policy for non-payment of premium by 30 days' notice given to the policyholder.

### **Article 37** Transactions

The company shown in Item 1 of the **Schedule** may, up to forty-five (45) days after the **Transaction**, request an offer from the **Insurer** for an **Extended Reporting Period** of up to eighty-four (84) months from the expiry date of the policy period, provided that the extended cover under this article applies only to:

- A. for Articles 3, 4.1, 4.2 and 4.3, and all applicable Insuring Agreement Extensions, **Wrongful Acts** occurring before the expiry of the policy period and notified to the **Insurer** before the expiry of the **Extended Reporting Period**; and
- A. for Articles 5.1 and 5.2, **Privacy and Network Security Wrongful Acts** or **Media Wrongful Acts** wholly committed before the expiry of the policy period and notified to the **Insurer** before the expiry of the **Extended Reporting Period**.

Upon such request and following the **Insurer's** receipt of any requested information, the **Insurer** shall offer to extend the cover under this policy for an **Extended Reporting Period** of up to eighty-four (84) months on such terms and conditions and at such premium as the **Insurer** may decide at the **Insurer's** discretion. Any additional premium will be non-refundable.

**Article 38** The definition of **Subsidiary** under this policy is extended to include any company, which becomes a **Subsidiary** during the policy period, provided that:

- A. the new **Subsidiary** does not increase the **Insured Organisation's** total turnover by more than twenty percent (20%) based on the **Insured Organisation's** latest audited consolidated financial statements or annual report; and
- B. the new **Subsidiary** is domiciled outside of Canada or The United States of America or its Territories; and
- C. the new **Subsidiary** is not registered as an Investment Advisor with the US Securities and Exchange Commission; and
- D. the new **Subsidiary's** business activities are not materially different in their nature to those of the **Insured Organisation**.

In respect of any new **Subsidiary** falling outside the terms above, cover will be automatically provided for a period of sixty (60) days from the date of acquisition, incorporation or creation. This automatic cover may be extended beyond the sixty (60) days with the written agreement of the **Insurer** on such terms as the **Insurer** may apply and endorse to the policy.

In respect of any new **Subsidiary**, cover only applies to **Claims** first made during the policy period in respect of **Wrongful Acts** allegedly committed after the acquisition or creation of the new **Subsidiary**.

**Article 39** If on expiry, any Insuring Agreement under Articles 3, 4 and 5 of this policy is neither renewed nor replaced with insurance providing such coverage with any insurer, any **Insured** is entitled to an **Extended Reporting Period** of sixty (60) days automatically for no additional premium and may, subject to the payment of an additional payment of one hundred percent (100%) of the premium, extend the cover under that Insuring Agreement of this policy for an **Extended Reporting Period** of twelve (12) months from the expiration of the policy period, provided that the extended cover under this article applies only to:

- B. for Articles 3, 4.1, 4.2 and 4.3, and all applicable Insuring Agreement Extensions, **Wrongful Acts** occurring before the expiry of the policy period and notified to the **Insurer** before the expiry of the **Extended Reporting Period**; and
- C. for Articles 5.1 and 5.2, **Privacy and Network Security Wrongful Acts** or **Media Wrongful Acts** wholly committed before the expiry of the policy period and notified to the **Insurer** before the expiry of the **Extended Reporting Period**.

**Article 40** Non-Renewal Extended Reporting Periods

To exercise the **Extended Reporting Period** of twelve (12) months under Article 7, the company shown in Item 1 of the **Schedule** must, within the sixty (60) day period after the expiration of the period policy:

- i. provide notice to the **Insurer** of the intention to exercise the twelve (12) month option; and
- ii. pay the additional premium.

The policyholder shall not have the right to purchase the 12 month **Extended Reporting Period** under Article 7 and this article in the event that a **Transaction** occurs.

The **Extended Reporting Period** is not available in the event this policy is cancelled or voided. Any additional premium payable under Article 7 and this article will be fully earned upon payment and will be non-refundable.

The policyholder agrees that the **Insurer's** offer of renewal terms, conditions, limits of liability or premium different from those of this policy do not constitute a refusal



to renew.

There shall be no entitlement to an **Extended Reporting Period** in the event, and from the date that, the company shown in Item 1 of the **Schedule** obtains any similar insurance cover. In such an event, any **Extended Reporting Period** already purchased shall automatically be cancelled.

**Article 41** Severability and Non-Avoidance

- A. The proposal will be construed as a separate proposal by each of the **Insured** and with respect to statements and particulars provided in the proposal no statements made or information possessed by any **Insured Person**, shall be imputed to any other **Insured Person** to determine whether cover is available for that **Insured**.
- B. Only the statements made or knowledge possessed by any past, present or future **Control Group** member will be imputed to such **Insured Organisation**.

**Article 42** Confidentiality

The **Insured** must not disclose the terms or nature of any **Excess, Per Claim Limit, Limit of Insurance**, the **Policy Aggregate** or the premium payable under this policy, to any third party, including disclosure in the **Insured Organisation's** annual report, except where:

- A. the **Insurer** provides its written consent; or
- B. it is necessary for the **Insured** to provide, or cause to have provided, to a client an insurance certificate; or
- C. disclosure is required by Court order.

**Article 43** Assignment

This policy and any rights arising under this policy cannot be assigned without the **Insurer's** prior written consent.

**Article 44** Authorisation Clause

It is agreed that the **Named Insured** shall act on behalf of the **Insured** with respect to this policy.

## **Definitions**

**Article 45** Unless otherwise agreed, bolded words used in this policy have the meanings set out below, and in the **Schedule**.

- (1) **Accepted Program** means a program that has been fully developed, successfully tested and proved successful in an equivalent operational environment prior to release.

- (2) **Act of Cyber-Terrorism** means any act, including force or violence, or the threat thereof against a **Covered Computer System** by an individual or group(s) of individuals, whether acting alone, on behalf of or in connection with any organisation(s) or government(s), to cause **Unauthorised Use or Access** of or inflict a **Computer Malicious Act** on a **Covered Computer System** for the purpose of furthering social, ideological, religious, economic or political objectives, intimidating or coercing a government or the civilian population thereof, or disrupting any segment of the economy.
- (3) **Limit of Insurance** means the amount stated as such in the **Schedule** which, subject to the **Policy Aggregate**, is the maximum aggregate amount of any **Loss** and other covered amounts payable by the **Insurer** under each Insuring Agreement and each Insuring Agreement Extension in respect of the policy period, irrespective of the number of **Claims**, the number of **Per Claim Limits**, number of claimants, number of **Insureds** making a claim, number of Insuring Agreements and/or Insuring Agreement Extensions claimed under and/or anything whatsoever, including any combination of those things.
- (4) **Betterment Costs**, applicable to Article 7.1 only, means costs to replace or restore software or applications in a **Covered Computer System** with newer, upgraded and/or improved versions of such software or applications.
- (5) **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, regardless of how it is caused or manifests, except that **Bodily Injury** does not include any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock that arises out of a **Privacy and Network Security Wrongful Act** or **Media Wrongful Act** as expressly covered under Article 5.1 or 5.2.
- (6) **Business Interruption Incident** means inability to access, disruption of, or disturbance to a **Covered Computer System** or the taking of, corruption of or destruction of the **Insured's Data** caused solely and directly by:
- A. a **Computer Malicious Act**;
  - B. **Unauthorised Use or Access**;
  - C. **Human Error**;
  - D. a failure of **Network Security**;
  - E. **Programming Error**;
  - F. the reasonable and necessary shutdown of all or parts of a **Covered Computer System** in an attempt to prevent or mitigate the effects of any of items A-E above; or
  - G. a power failure, surge or diminution of an electrical system controlled by the **Insured**, which is a result of any of items A, B, or D above.

- (7) **Business Interruption Loss** means the **Insured's Net Profit** before income taxes that would have been earned had the **Business Interruption Incident** not occurred, less the **Insured's Net Profit** actually earned before income taxes.

**Business Interruption Loss** includes amounts that accrued during the **Waiting Period**.

The **Excess** applicable to **Business Interruption Loss** shall be calculated pursuant to Article 4.1.

- (8) **Claim** means a **Privacy and Network Security Claim**, a **Media Claim**, and/or a **Wrongful Act**.
- (9) **Computer Malicious Act** means any malicious act committed against a **Covered Computer System**, or malicious access to or hacking of a **Covered Computer System**, for the purpose of creating, deleting, taking, collecting, altering or destroying the **Insured's Data** or services, without involving any physical damage to a **Covered Computer System**, telecommunications equipment or infrastructure.

**Computer Malicious Act** includes a distributed denial of service attack or the introduction of malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any other way corrupt the operation of a **Covered Computer System, Data**, or software within.

- (10) **Computer System** means computer hardware, software, firmware, and the data stored thereon, as well as associated mobile devices, input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities, including SCADA and ICS systems.
- (11) **Consumer Redress Fund** means a sum of money that **you** are legally obligated to deposit in a fund as equitable relief for the payment of consumer **Privacy and Network Security Claims** or **Media Claims** due to an adverse judgment or settlement of a **Regulatory Proceeding**.

**Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.

- (12) **Control Group** means the Chief Finance Officer, Chief Executive Officer,

General Counsel, Risk Manager, Chief Information Officer, Chief Information Security Officer, Chief Technology Officer, Data Protection Officer, **Insurance Representative**, or the organisational equivalent of any of those positions of the **Named Insured**.

- (13) **Covered Computer System** means a **Computer System**:
- A. leased, owned, or operated by the **Insured**; or
  - B. operated for the **Insured**'s benefit by a third party service provider under written contract with the **Insured**.
- (14) **Covered Telecom System**, applicable to Article 7.4 only, means the **Insured**'s fixed line telecom system or a fixed line telecom system operated on behalf of the **Insured** for which the **Insured** is responsible for under a written agreement.
- (15) **Cyber Extortion Damages** means **Money**, including cryptocurrency(ies), paid by the **Insured** where legally allowed and insurable, to terminate or end a **Cyber Extortion Event**. The valuation of **Cyber Extortion Damages** shall be calculated as described in Article 27.
- (16) **Cyber Extortion Event** means any credible threat or connected series of credible threats made against the **Insured** expressing intent to perform or cause, or the actual performance of or causing of, the following:
- A. the release, divulgence, dissemination, destruction or use of confidential, sensitive or proprietary information, or personally identifiable information, stored on a **Covered Computer System**;
  - B. a failure of **Network Security** on a **Covered Computer System**;
  - C. the introduction or infliction of a **Computer Malicious Act** on a **Covered Computer System**;
  - D. the alteration, corruption, destruction, misappropriation, manipulation of, or damage to, **Data**, instructions or any electronic information transmitted or stored on a **Covered Computer System**; or
  - E. the restriction or inhibition of access to a **Covered Computer System**; for the purpose of demanding **Money** or cryptocurrency(ies) from the **Insured**, or that the **Insured** otherwise meets a demand, in exchange for the mitigation or removal of such threat or connected series of threats, or the reversal or termination of the actual performance of such threats or series of connected threats.

**Cyber Extortion Event** shall not include any threats or connected series of threats made against the **Insured** expressing intent to perform or cause any of the above if made, approved or directed by a member of the **Control Group**.

- (17) **Cyber Extortion Expenses** means such reasonable and necessary expenses to hire a third party consultant for the sole purpose of handling the negotiation and payment of **Cyber Extortion Damages** to terminate or end a **Cyber Extortion Event**.
- (18) **Cyber Incident** means any actual or reasonably suspected:
- A. **Computer Malicious Act, Human Error, Programming Error**, failure of **Network Security**, or **Unauthorised Use or Access** or any other threat or action against a **Covered Computer System**, including those threats or actions done in the commission of a **Cyber Extortion Event**;
  - B. A **Privacy and Network Security Wrongful Act**; or
  - C. power failure, surge or diminution of an electrical system controlled by the **Insured**;
- that creates the need for **Incident Response Expenses**.
- (19) **Damages** means compensatory damages, any award of prejudgment or post-judgment interest and settlements which the **Insured** becomes legally obligated to pay as a result of a **Wrongful Act** to which this policy applies.

**Damages** include punitive damages and exemplary damages, only to the extent such damages are insurable under the laws of the applicable jurisdiction that most favours coverage for such damages.

Only to the extent purchased and with respect to:

- A. Article 4.1, **Damages** shall also include **Business Interruption Loss**;
  - B. Article 4.3, **Damages** shall also include **Cyber Extortion Damages**;
  - C. Article 5.1, **Damages** shall also include a **Consumer Redress Fund, Payment Card Loss, and Regulatory Fines**;
  - D. Article 7.2, **Damages** shall also include **Direct Financial Loss**;
- Any and all **Damages** are subject to the applicable **Per Claim Limit** and the applicable **Limit of Insurance** listed on the **Schedule**.

**Damages** shall not include:

- i. any amount for which the **Insured** is not legally obligated to pay;
- ii. matters uninsurable under the laws pursuant to which this policy is construed;
- iii. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- iv. except where covered under Article 4.1, the **Insured**'s loss of fees or profits, return of fees, commissions;
- v. royalties, or re-performance of services by the **Insured** or under the **Insured**'s supervision;

- vi. disgorgement of any profit, remuneration or financial advantage to which the **Insured** is not legally entitled; and
- vii. any amounts other than those which compensate solely for a loss caused by a **Wrongful Act**, unless specifically provided for in this policy.

With respect to Article 5.1, **Damages** shall not include any consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services related to **Products**, including for the recall, loss of use, or removal of **Products**.

- (20) **Data** means any information, facts or programs stored, created, used, or transmitted on any hardware or software.

**Data** includes any information or programs that allow a computer and any of its accessories to function, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities. **Data** does not constitute the actual hardware or tangible property.

- (21) **Data and System Recovery Costs** means any reasonable and necessary costs:
- A. to recover or reconstruct any **Data** that has been damaged, compromised or lost. These costs to recover or reconstruct **Data** are only available up and until a reasoned determination has been made by the third party forensics firm retained to recover the lost **Data**, that the **Data** cannot be recovered or reconstructed; and
  - B. to repair or restore software or applications in a **Covered Computer System** but only if necessary to restore a **Covered Computer System** to the same or equivalent condition or functionality as existed before the **Business Interruption Incident**; and
  - C. to identify and remediate the cause of the **Business Interruption Incident**; and
  - D. with the **Insurer's** prior consent, which will not be unreasonably withheld or delayed:
    - i. to update, upgrade, replace, or improve a **Covered Computer System**, but only where:
      - a. the costs to update, upgrade, replace or improve the damaged or compromised software or applications on a **Covered Computer System** to a newer or improved standard, condition, functionality, or version are reasonably expected by the **Insured** to be less than or equal to the cost(s) to repair, fix or restore the same; or

- b. **Betterment Costs** are applicable; and
- ii. any other reasonable and necessary costs to get the **Insured's** business back to full operating condition, but only to the extent that the **Business Interruption Incident** solely created or caused the issue or problem that prevented the **Insured's** business from being fully operational.

**Data and System Recovery Costs** include, but are not limited to:

- I. the use of external equipment whether by hiring a third party or leasing the equipment;
- II. the implementation of an alternate work method in accordance with a business continuity plan;
- III. costs to subcontract with an external service provider; and
- IV. increased costs of labour.

**Data and System Recovery Costs** do not include:

- (a) costs or expenses incurred to identify or remediate software vulnerabilities;
- (b) costs to replace any hardware or physical property;
- (c) costs incurred to research and develop **Data**, including **Trade Secrets**;
- (d) the economic or market value of **Data**, including **Trade Secrets**;
- (e) any other consequential loss or damage;
- (f) **Incident Response Expenses**; or
- (g) costs to update, upgrade, replace, maintain, or improve any **Data** or **Computer System** beyond what is provided in Article 45 (21), D, i.

- (22) **Direct Financial Loss**, applicable to Article 7.2 only, means the replacement value of the **Money** or the market value of **Securities** at the time the **Theft** was discovered by any **Control Group** member during the **Policy Period**. The valuation of **Direct Financial Loss** shall be calculated as described in Article 27.
- (23) **Emergency Incident Response Expenses**, applicable to Article 7 only, means those reasonable and necessary expenses:
  - A. to retain the services of a cyber incident response manager for the purpose of coordinating response to the **Insured's** reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident**;
  - B. to retain a third party computer forensics firm to determine the cause and scope of the **Insured's** reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident** and to initiate the process to stop, reverse or remediate the effects of such **Cyber Incident** or **Business Interruption Incident**.
- (24) **Excess** means the first part of a **Loss** and any other covered amount payable

which shall apply to each and every **Claim**. The **Excess** that shall be borne by the **Insured** is the amount listed on the **Schedule** with regard to coverage under the applicable Insuring Agreement or Insuring Agreement Extension.

- (25) **Extended Reporting Period** means the period(s) for the extension of coverage, if applicable, described in Articles 7 and 37.
- (26) **Expenses** mean **Privacy and Network Security Claims Expenses, Media Claims Expenses, Cyber Extortion Expenses, Data and System Recovery Costs, and Incident Response Expenses**. Only to the extent purchased, **Expenses** shall also mean **Betterment Costs, Emergency Incident Response Expenses, Reward Expenses** and/or **Telecommunications Expenses**.
- (27) **Human Error** means an operating error or omission, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by an employee or a third party providing services to the **Insured**, which results in a loss, alteration or destruction of the **Insured's Data**.
- (28) **Incident Response Expenses** means those reasonable and necessary expenses:
- A. to retain incident response management services for the purpose of coordinating response to a **Cyber Incident** or **Business Interruption Incident**;
  - B. to retain the services of a third party computer forensics firm to determine the cause and scope of a **Cyber Incident** or **Business Interruption Incident**;
  - C. to comply with consumer notification provisions of **Privacy Regulations** in the applicable jurisdiction that most favours coverage for such expenses, but only to the extent that such compliance is required because of a **Cyber Incident**, including but not limited to:
    - i. retaining the services of a notification or call centre support service, and
    - ii. retaining the services of law firm to determine the applicability and actions necessary to comply with **Privacy Regulations**;
  - D. to retain a legal or regulatory advisor to handle and respond to any inquiries by any government agency, or functionally equivalent regulatory authority, alleging the violation of **Privacy Regulations**, including communicating with such government agency or functionally equivalent regulatory authority to determine the applicability and actions necessary to comply with **Privacy Regulations**, but not the costs to actually appear or defend the **Insured** at a **Regulatory Proceeding**;
  - E. to retain the services of a public relations firm, law firm or crisis



- management firm for advertising or related communications solely for the purpose of protecting or restoring the **Insured's** reputation as a result of a **Cyber Incident** or **Business Interruption Incident**;
- F. to retain the services of a law firm solely to provide preliminary a legal opinion and advice as to the **Insured's** rights and options with regards to the reasonable and necessary legal issues that arise as a result of the **Cyber Incident** or **Business Interruption Incident**, including determining the **Insured's** potential indemnification rights under vendor contracts and preparing for and mitigating potential third party litigation;
- G. to retain the services of a licensed investigator or credit specialist to provide up to one year of fraud consultation to the individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised, and to retain a third party identity restoration service for those individuals who have been confirmed by such investigator or specialist as victims of identity theft resulting solely and directly from the **Cyber Incident**;
- H. for credit monitoring, identity theft monitoring, social media monitoring, credit freezing, fraud alert service or other fraud prevention software for those individuals whose **Personal Data** was wrongfully disclosed or otherwise compromised directly as a result of the **Cyber Incident**; and
- I. with the **Insurer's** prior consent:
- i. to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed, including retaining a notification service or call centre support service, to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised; and
  - ii. any other reasonable and necessary expenses.

**Incident Response Expenses shall not include:**

- (a) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the loss event or to be compliant with **Privacy Regulations**, except to the extent **Betterment Costs** are applicable;
- (b) taxes, fines, penalties, injunctions, or sanctions;
- (c) **Regulatory Fines;**
- (d) **Data and System Recovery Costs;**
- (e) **Business Interruption Loss;**
- (f) **Monies** or cryptocurrencies paid by the **Insured** to terminate or end a **Cyber Extortion Event**;
- (g) **Cyber Extortion Expenses;**
- (h) the **Insured's** wages, salaries, internal operating costs or expenses, or fees; or
- (i) costs to respond to, commence or defend third party litigation related to the **Cyber Incident** or **Business Interruption Incident**.

- (29) **Insurance Representative** means the person(s) employed by the **Insured Organisation** who is responsible for procuring and maintaining the **Insured Organisation's** insurance policy(ies).
- (30) **Insured** means the **Insured Organisation** and any **Insured Person**.
- (31) **Insured Organisation** means the **Named Insured** and any **Subsidiary**.
- (32) **Insured Person** means:
- A. any past, present or future principal, partner, officer, director, trustee, supervisory board member, employee, leased employee, or temporary employee of the **Insured Organisation** while acting on the **Insured Organisation's** behalf or at the **Insured Organisation's** direction and control;
  - B. a lawyer employed by the **Insured Organisation** who in their capacity as such must comply with Sarbanes-Oxley Act of 2002 (USA); and
  - C. independent contractors of the **Insured Organisation**, who are natural persons, whilst performing duties on behalf of the **Insured Organisation**.

The term **Insured Person** also includes:

- i. any domestic partner of a principal, partner, director, officer, trustee, employee, but only where the **Privacy and Network Security Claim** or **Media Claim** is brought against such principal, partner, director, officer, trustee, employee;
- ii. the estate, heir or legal representative of a deceased principal, partner, director, officer, trustee, employee, but only where such **Privacy and Network Security Claims** or **Media Claim** is brought against such principal, partner, director, officer, trustee, employee.

The term **Insured Person** does not include any auditor, receiver, liquidator, administrator, trustee in bankruptcy, mortgagee in possession or the like or any employees of such person.

- (33) **Insurer** means Huatai Insurance Company Limited.
- (34) **Loss** means any **Damages** or **Expenses**.
- (35) **Malicious Use or Access** means the prohibited, unlawful and unauthorised entry to, use or access of a **Covered Computer System**.
- (36) **Media Claim** means:
- A. a demand against the **Insured** for monetary or non-monetary damages;

- B. a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; or
- C. an arbitration proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief.

(37) **Media Claims Expenses** means:

- A. reasonable and necessary legal fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior consent, such consent not to be unreasonably withheld or delayed, in the investigation and defence of a covered **Media Claim**;
- B. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond in relation to a **Media Claim**, provided that the **Insurer** shall have no obligation to apply for or furnish such bond; and
- C. subject to the **Insurer's** prior approval, reasonable and necessary fees incurred for public relations and crisis communications services.

(38) **Media Content** means electronic media distributed by or on behalf of the **Insured** on the Internet, including on social media websites.

(39) **Media Services** means the publication, distribution, or broadcast of **Media Content**.

(40) **Media Wrongful Act** means any actual or alleged:

- A. disparagement or harm to the reputation or character of any person or organisation, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish and injurious falsehood;
- B. eavesdropping, false arrest or malicious prosecution;
- C. plagiarism, piracy or misappropriation of ideas in connection with any **Media Content**;
- D. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name; but not actual or alleged infringement of any patent or **Trade Secret**;
- E. negligence with respect to the **Insured's** creation or dissemination of **Media Content**;

committed by the **Insured** solely in the performance of providing **Media Services**.

**Media Wrongful Act** shall not include any kind of discrimination or discriminatory conduct, including any alleged **Media Claims** of unequal or complete lack of access to the **Insured's** website and/or **Media Content**.

- (41) **Money** or **Monies** means currency, coins, bank notes, bullion, cheques, travellers cheques, registered cheques, postal orders, money orders held for sale to the public or funds, whether in physical or held via electronic means. **Money** does not include cryptocurrencies, goods or tangible property.
- (42) **Named Insured** means the organisation first specified in Item 1 of the **Schedule**.
- (43) **Natural Person** means an individual who can be identified by specific reference to an identifier such as a name, national identification number or other government issued identification number, location data, an online identifier such as an IP address, or by one or more factors specific to the physical, cultural or social identity of that individual.
- (44) **Net Profit** means the operating profit resulting from the **Insured's** business after due provision has been made for all fixed charges. Such fixed charges include the **Insured's** continuing operating and payroll expenses, considering any cost savings.
- (45) **Network Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Computer Malicious Acts** or **Unauthorised Use or Access** to a **Covered Computer System**.
- (46) **Payment Card Loss** means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries that the **Insured** becomes legally obligated to pay as a result of a **Privacy and Network Security Wrongful Act** and where such amount is due to the **Insured's** non-compliance with the Payment Card Industry Data Security Standard.

**Payment Card Loss** shall not include:

- A. subsequent fines or monetary assessments for continued noncompliance with the Payment Card Industry Data Security Standard beyond a period of three months from the date of the initial fine or monetary assessment;  
or
- B. costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures.

- (47) **Per Claim Limit** means the amount stated as such in the **Schedule** which, subject to the applicable **Limit of Insurance** and the **Policy Aggregate**, is the maximum aggregate amount of a **Loss** and other covered amounts payable by the **Insurer** for each and every **Single Claim** in respect of the **Policy Period**.
- (48) **Period of Indemnity** means the period during which the **Insured** incurs

**Business Interruption Loss or Data and System Recovery Costs**, beginning when the **Business Interruption Incident** occurs and not exceeding three (3) months, however, the **Period of Indemnity** may be extended solely by the **Insurer** for a time period within the **Insurer's** discretion in the event that the **Insured** is still incurring **Business Interruption Loss or Data and System Recovery Costs**.

- (49) **Personal Data** means:
- A. a **Natural Person's** name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
  - B. any other protected personal information as defined in **Privacy Regulations**;  
in any format.
- (50) **Personal Injury** means injury arising out of one or more of the following offenses:
- A. false arrest, detention or imprisonment;
  - B. malicious prosecution;
  - C. libel, slander, or other defamatory or disparaging material;
  - D. publication or an utterance in violation of an individual's right to privacy;  
and
  - E. wrongful entry or eviction, or other invasion of the right to private occupancy.
- (51) **Policy Aggregate** means the amount stated as such in the **Schedule** which is the maximum aggregate amount payable by the **Insurer** under the policy in respect of the **Policy Period** irrespective of the number of **Claims**, the number of **Per Claim Limits**, number of **Limits of Insurance**, number of claimants, number of **Insureds** making a **Claim**, number of Insuring Agreements and/or Insuring Agreement Extensions claimed under and/or anything whatsoever, including any combination of those things.
- (52) **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products or waste (waste includes materials to be recycled, reconditioned or reclaimed).
- (53) **Privacy and Network Security Claim** means:
- A. a demand against the **Insured** for monetary or non-monetary damages;
  - B. a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a

- complaint or similar pleading;
  - C. an arbitration proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief; or
  - D. a **Regulatory Proceeding**.
- (54) **Privacy and Network Security Claims Expenses** means:
- A. reasonable and necessary legal fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior consent, in the investigation and defence of a covered **Privacy and Network Security Claim**; and
  - B. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond in relation to a **Privacy and Network Security Claim**, provided the **Insurer** shall have no obligation to apply for or furnish such bond.
- (55) **Privacy and Network Security Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty, actually or allegedly committed or attempted by the **Insured**, in capacity as such, resulting in:
- A. a failure of **Network Security**, including the failure to deter, inhibit, defend against or detect any **Computer Malicious Act** or **Unauthorised Use or Access**, including that which causes **Personal Injury**;
  - B. the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to handle, manage, store, destroy or otherwise control:
    - i. **Personal Data**, including that which causes **Personal Injury**; or
    - ii. Non-public, private third party corporate information in any format provided to the **Insured**; or
  - C. an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful use or collection of **Personal Data** by the **Insured**.
- (56) **Privacy Regulations** means regulations applying to the care, collection, custody, control, use, or disclosure of **Personal Data**, including **Data** that is regulated by the General Data Protection Regulation (GDPR).
- (57) **Products** means anything that the **Insured** sells, designed, created, developed, assembled, manufactured, handled, installed, disposed of, leased to or licensed for others, sold, or that is distributed by or on behalf of an **Insured**, including the repair or maintenance thereof.
- (58) **Programming Error** means error that occurs during the development or

encoding of a program, application or operating system that would, once in operation, result in a malfunction of the computer system and/or an interruption of operation and/or an incorrect result.

**Programming Error** does not include integration, installation, upgrade or patching of any software, hardware or firmware on a **Covered Computer System** unless the **Insured** can evidence that the **Programming Error** arises from an **Accepted Program**.

- (59) **Property Damage** means physical injury to or loss or destruction of tangible property, including the loss of use thereof. **Property Damage** shall not include any injury to, loss or destruction of, or loss of use of **Data**.
- (60) **Regulatory Fines** means any civil monetary fine or penalty imposed by a government or regulatory body, including an official governmental entity in such entity's regulatory or official capacity pursuant to its order under a **Regulatory Proceeding**. **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement of profits or multiple damages.
- (61) **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging the violation of **Privacy Regulations** as a result of **your Privacy and Network Security Wrongful Act** and that may reasonably be expected to give rise to a covered **Privacy and Network Security Claim** under Insuring Agreement 1.5 of this **Policy**. Additionally, **Regulatory Proceeding** does not include any action, proceeding or suit, or the portion of any action, proceeding or suit, that is based on or related to a criminal violation of **Privacy Regulations**.
- (62) **Retroactive Date** means the date specified in Item 4 of the **Schedule**.
- (63) **Reward Expenses**, applicable to Article 7.3 only, means the reasonable amount of money or other security paid by an **Insured Organisation**, with the **Insurer's** prior consent, to a third party natural person, who is not affiliated with or employed by the **Insured Organisation**, and who provides information not otherwise available that leads to the arrest and conviction of any person responsible for the **Cyber Extortion Event**.

**Reward Expenses** shall not include any **Incident Response Expenses** or **Cyber Extortion Expenses**.

- (64) **Schedule** means the schedule attached to this policy.

- (65) **Securities**, applicable to Article 7.2 only, means 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** or cryptocurrencies. **Securities** also does not include goods or tangible property.
- (66) **Single Claim** means all **Claims** or other matters giving rise to a claim under this **Policy** that relate to the same originating source or cause or the same underlying source or cause, regardless of whether such **Claims, Regulatory Proceedings** or other matters giving rise to a claim under this policy involve the same or different claimants, **Insureds**, events, or legal causes of action.
- (67) **Subsidiary** means any entity that is not formed as a partnership or joint venture in which, at the inception of the policy, the **Named Insured** directly or indirectly:
- A. holds more than 50% of the voting rights;
  - B. has the right to appoint or remove more than 50% of the board of directors; or
  - C. controls alone, pursuant to a written agreement with other shareholders, more than 50% of the voting rights.

If a **Subsidiary** ceases to be a **Subsidiary** either prior to or during the policy period, this policy shall continue to cover such **Subsidiary** and its **Insured Persons**, but:

- i. only to the extent applicable Insuring Agreements were purchased, and only for **Privacy and Network Security Wrongful Acts** and **Media Wrongful Acts** that occur after the **Retroactive Date** and while the entity was a **Subsidiary**; and
  - ii. only to the extent applicable Insuring Agreements were purchased, and only for **Cyber Incidents, Business Interruption Incidents, Cyber Extortion Events**, and **Theft** discovered by any **Control Group** member while the entity was a **Subsidiary**.
- (68) **Telecommunications Expenses**, applicable to Article 7.4 only, means the amount invoiced for unauthorised voice or data charges or unauthorised bandwidth. **Telecommunications Expenses** shall not include any fraudulent charges waived, reimbursed, or recovered by or on behalf of the telecommunications provider. Additionally, **Telecommunications Expenses** shall not include any voice, data or bandwidth charges incurred because of the intentional, negligent or wrongful misuse or overuse of a **Covered Telecom System** by employees or authorised third parties, who have legitimate access to a **Covered Telecom System**.



- (69) **Theft**, applicable to Article 7.2 only, means a dishonest and unlawful act of a **Third Party** of taking the **Insured's Money** or the **Insured's Securities** with the intention of permanently depriving the **Insured** of its use and obtaining a financial gain for themselves.
- (70) **Third Party** means an entity or natural person not qualifying as an **Insured** under this policy.
- (71) **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.
- (72) **Transaction** means in respect of the company shown in Item 1 of the **Schedule**:
- A. it or all of its assets is or are acquired by another entity;
  - B. it merges or consolidates into or with another entity;
  - C. any person, entity or affiliated group of persons and/or entities obtains the right or power to elect, appoint or designate at least fifty percent (50%) of the directors of it;
  - D. any person, entity or affiliated group of persons and/or entities acquires fifty percent (50%) or more of the issued capital of it; or
  - E. a receiver, receiver and manager, liquidator, administrator, official manager or trustee is appointed to manage, administer, liquidate, supervise, or otherwise take control.
- (73) **Unauthorised Use or Access** means the entry or access to a **Covered Computer System** by an unauthorised party or individual, including an employee or authorised party exceeding authority.
- (74) **Waiting Period** means the number of hours specified in Item 3 of the **Schedule** following a **Business Interruption Incident**.
- (75) **Wrongful Act** means an actual or alleged **Privacy and Network Security Wrongful Act, Media Wrongful Act, Malicious Use or Access, Cyber Incident, or Business Interruption Incident**.
- (76) **Wrongful Employment Practices** means any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with the **Insured**, including:
- A. employment-related invasion of privacy, except with respect to that part

- of any **Privacy and Network Security Claim** arising out of the loss of **Personal Data** that is otherwise covered under Article 5.1 of this policy;
- B. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Privacy and Network Security Claim** arising out of the loss of **Personal Data** that is otherwise covered under Article 5.1 of this policy.