

华泰财险附加应急响应费用扩展条款（CB版G款）

双方同意应急响应费用定义扩展如下：

应急响应费用是指被保险人发生的或依法由被保险人承担的合理且必需的下述费用：

- A. 聘请第三方计算机取证公司确定被保险人的网络安全失效原因和范围，或者由被保险人依法对其承担责任的独立承包商恰当地处理、管理、存储、销毁或以其他方式控制个人数据；
- B. 遵守个人信息保护法规，包括但不限于根据个人信息保护法规通知消费者的规定，以最有利于提供该类费用保障的司法管辖区的规定为准；
- C. 聘请法律或合规顾问与政府部门沟通，以确定个人信息保护法规的适用性及为遵守个人信息保护法规所需采取的行动；及针对政府部门声称违反个人信息保护法规，而回应提供信息或其他要求所产生的开支，包括进行必要的评估泄密影响的费用或参加听证会的费用；
- D. 以下行为产生的费用应经保险人事先书面批准：
 - i. 主动通知个人数据被不当泄露的个人；
 - ii. 聘请第三方提供通知服务（包括提供呼叫中心支持服务），以主动通知个人数据被不当泄露或遭受其他损害的个人；
 - iii. 聘请注册的调查人员或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最长一年的诈骗咨询；
 - iv. 为已接受被保险人或其代表提供的信用监测、身份盗窃监测、社交媒体监测、信用冻结或欺诈预警服务的个人，提供相应信用监测、身份盗窃监测、社交媒体监测、信用冻结、欺诈预警服务或防欺诈软件的费用；
 - v. 对于个人直接因被保险人实际或被指控存在的不当行为，导致身份被盗，聘请第三方为其提供身份恢复服务，但该不当行为应为“保险责任”第1.1条所明确承保；
 - vi. 聘请公关公司、危机处理公司或律师事务所提供宣传或相关沟通服务，但仅限于不当行为发生后维护或恢复被保险人声誉；
 - vii. 对于本保险合同明确予以承保的泄密不当行为或网络安全不当行为，且该实际或被指控的不当行为由独立承包商做出，聘请律师事务所仅为确定被保险人在与该承包商的书面协议下应有的赔偿请求权之目的提供法律服务；
 - viii. 向受影响个人发放好意优惠券，可用于在未来购买记名被保险人的产品或服务。

应急响应费用不包括：

- A. 升级或以其他方式改进保密或网络安全控制、政策或程序，使其高于泄密赔偿请求、网络安全赔偿请求或媒体赔偿请求发生前的水平或符合个人信息保护法规的要求所产生的成本或费用；或
- B. 税费、罚款、罚金、惩戒或制裁的款项；或
- C. 被保险人的工资、薪金、内部运营成本、费用或收入。

下列定义仅适用于本条款：

- a. 受影响个人指个人数据受到泄密不当行为直接影响的自然人。
- b. 好意优惠券指向与泄密不当行为直接相关的受影响个人发放的，提供折扣或回扣的优惠券。被

保险人提供的好意优惠券应在收到后90天内兑现或激活相应折扣或者回扣。任何情形下被保险人提供的折扣或回扣都不得自动兑现或激活。

好意优惠券费用包括：

- a. 用于制作和发放好意优惠券的费用；和
- b. 当受影响个人兑现或激活好意优惠券时，被保险人用于向该等个人提供任何折扣或回扣的全部费用。

就好意优惠券费用而言，对每一向受影响个人提供的折扣或回扣，保险人的赔偿限额以保险单约定为准，好意优惠券费用的赔偿限额是本保险合同项下应急响应费用的赔偿限额的一部分。

主保险合同和本附加条款约定不一致，以本附加条款为准；其他约定，仍适用主保险合同。

Incident Response Expenses Endorsement (Version G)

It is agreed that Definition 3.17 **Incident Response Expenses** is amended as following:

3.1 Incident Response Expenses means those reasonable and necessary expenses incurred by **you** or which **you** become legally obligated to pay:

- E. to retain the services of a third party computer forensics firm to determine the cause and scope of **your Network Security** failure, or by an independent contractor for whom **you** are legally responsible, to properly handle, manage, store, destroy or otherwise control **Personal Data**;
- F. to comply with **Privacy Regulations**, including but not limited to the consumer notification provisions of **Privacy Regulations** of the applicable jurisdiction that most favors coverage for such expenses;
- G. to retain a legal or regulatory advisor to communicate with a government agency to determine the applicability of and actions necessary to comply with **Privacy Regulations**; and, the costs to respond to any requests for information or demands by any government agency alleging the violation of **Privacy Regulations**, including the costs to provide any necessary privacy impact assessments, or costs to attend hearings;
- H. with **our** prior written consent:
 - ix. to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed;
 - x. to retain a notification service, including the services of a call centre support service, to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised;
 - xi. 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;

- xii. for credit monitoring, identity theft monitoring, social media monitoring, credit freezing, fraud alert service or fraud prevention software expenses for those individuals who accept an offer made by or on behalf of **you** for credit monitoring, identity theft monitoring, social media monitoring, credit freezing or fraud alert services;
- xiii. to retain the services of third party identity restoration service for those individuals who are confirmed as victims of identity theft directly resulting from a **Wrongful Act** actually or allegedly committed by **you** and expressly covered under Insuring Clause 1.1;
- xiv. to retain the services of a public relations firm, crisis management firm or law firm for advertising or related communications solely for the purpose of protecting or restoring **your** reputation as a result of a **Wrongful Act**;
- xv. to retain the services of a law firm solely to determine **your** indemnification rights under a written agreement with an independent contractor with respect to a **Privacy Wrongful Act** or **Network Security Wrongful Act** expressly covered under this **Policy** and actually or allegedly committed by such contractor.
- xvi. of **Goodwill Coupon(s)** offered to an **Affected Person** for a future purchase of the **Named Insured's** products or services.

Incident Response Expenses do not include:

- D. 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 **Privacy Claim, Network Security Claim** or **Media Claim** or to be compliant with **Privacy Regulations**; or
- E. taxes, fines, penalties, injunctions, or sanctions; or
- F. **your** wages, salaries, internal operating costs or expenses, or fees.

For the purpose of this clause only, the following **Definitions** are added to the **Policy**:

- a. **Affected Person** means the natural persons whose **Personal Data** is directly affected by a **Privacy Wrongful Act**.
- b. **Goodwill Coupon** means a coupon providing a discount or rebate that is offered to an **Affected Person** in direct connection with a **Privacy Wrongful Act**. The **Goodwill Coupon** will require each **Affected Person** to redeem or activate the discount or rebate that is offered by the **Insured** within ninety (90) days of receipt of the **Goodwill Coupon**. Under no circumstances shall the discount or rebate offered by the **Insured** be automatic or self-activating.

For clarification, **Goodwill Coupon** expenses will include

- a. the cost to implement and distribute **Goodwill Coupons**, and
- b. the aggregate cost to an **Insured** of any discounts or rebates provided to **Affected Persons** upon such person's redemption or activation of a **Goodwill Coupon**.

Total aggregate amount payable by **us** for any **Goodwill Coupon** expense will not exceed \$< > per discount or rebate offered to an **Affected Person** and be subject to a **Goodwill Coupon** aggregate limit of \$< > which will form part of and not be in addition to any **Incident Response Expense Limit** offered under this **Policy**.

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