

华泰财险附加数据风险及网络责任除外条款（A款）

兹经双方同意，本保险合同对于被保险人或其他任何人因下列原因直接或间接造成、产生或以任何形式与其相关的除第三方的有形财产损失(不包括数据)或**人身损害**以外的任何责任不负责赔偿：

数据风险

任何修改、损坏、丢失、破坏、盗取、滥用、非法访问、非法或未授权地处理或披露**数据**或者丢失、破坏、盗取任何包含**数据**的电脑、电子设备、硬件、组件。

网络

对任何被保险人或被保险人代表所：

- (1) 拥有、经营、控制、租赁或使用的；或
- (2) 销售、供应、改变、构建、维修、服务、设计、测试、安装或处理的

计算机系统所进行的：

- (1) 未经授权的访问（包括通过**恶意软件**访问）；
- (2) 出现**恶意软件**；
- (3) 传播**恶意软件**；
- (4) 未经授权的使用；
- (5) 恶意使用；
- (6) 或恶意干扰（包括但不限于分布式拒绝服务攻击）；

本条款中对人身损害承担的责任范围仅限于身体受到的伤害、疾病和死亡，不包括精神损害、精神上的痛苦、紧张、抑郁、刺激及其引发的痛苦和伤害。

每一保险期间内，保险人在有形财产的物质损害及**人身损害**项下的累计责任限额不应超过明细表列明的限额，本责任限额包含于保险明细中所列的责任限额。

就本除外条款而言，下列新定义将附加在本**保险合同**中：

计算机系统是指：

任何计算机硬件、软件、固件、电子装置、电子数据存储装置、电子数据备份设施、网络设备或任何其组件或者任何相关的输入输出设备，包括那些有能力通过互联网或内部网络连接在一起或者通过数据存储或其他装置连接在一起的设备。

数据是指：

以任何形式存在的企业或个人信息包括但不限于记录、报告、设计、计划、方案、配方、程序、商业机密、专利、财务信息、医疗或健康信息、联络信息、账号、账号历史记录、密码或者信用卡或借记卡明细，无论是否是电子形式，也无论是否属于被保险人。

恶意软件是指：

任何可能破坏、损害、阻碍访问或以任何方式损坏任何软件或**计算机系统**的操作或其数据的恶意性质的程序、文件或指令，包括但不限于恶意代码、勒索软件、密码软件、病毒、木马、蠕虫病毒以及逻辑或定时炸弹。

本保险其他条款条件维持不变。

DATA RISK & CYBER LIABILITY Exclusion (Property Damage & Bodily Injury Carve Back)

This Policy does not indemnify the Insured or any other person for any liability (does not apply in respect of legal liability for physical damage to tangible property (for the avoidance of doubt tangible property does not include Data) or **bodily injury**) directly or indirectly caused by, arising out of or in any way connected with:

Data Risk

any modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of **Data** or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

Cyber

- (i) unauthorised access (including access by **Malware**) to;
- (ii) the presence of **Malware** on;
- (iii) the spread of **Malware** by;
- (iv) the unauthorised use of;
- (v) the malicious use of; or
- (vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);

any **Computer System**:

- (a) owned, operated, controlled, leased or used; or
- (b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

by or on behalf of the Insured.

Bodily Injury covered in the endorsement means only physical injury to the body, sickness, or disease, and death. It does not include psychiatric harm, mental anguish, mental tension, distress, and shock, together with pain and suffering arising therefrom.

The liability of the Company under Property Damage and **Bodily Injury** write-back in respect of damages shall not exceed the limit scheduled below in the aggregate for all claims in respect of any one Period of Insurance and this limit shall apply in addition to/be inclusive of (delete as applicable) the Limit of Liability for Section [xx] stated in the Schedule.

For the purposes of this Exclusion, the following new Definitions are added to this Policy:

Computer System means

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means

programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or **Data** within, any software or **Computer System**, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

In all other respects, this Policy remains unaltered.