

## 华泰财险附加电子数据批单（CB版B款）

### 1. 电子数据除外

无论主保险条款及其所附任何批单有任何相反约定，双方兹理解并同意：

- (a) 本保险单不适用于因任何原因（包括但不限于电脑病毒）导致电子数据的任何损失、损坏、损毁、失真、删除、破坏或变更，或效用损失、功能受损及由此导致的任何性质的费用和开支，不论有任何其他原因或事件同时或先后共同导致了该等损失。

“电子数据”指经转化后可用于电子处理和电子机械数据处理或电子控制设备交流、解释或处理的事实、概念或信息，包括用于处理和操作数据或管理和操作该等设备的程序、软件及其他代码指令。

“电脑病毒”指一组具败坏性、危害性或未经另行授权的指令或代码，包括恶意入侵的一组未经授权的指令、代码、程序或其他，通过电脑系统和任何性质的网络进行自我复制。

“电脑病毒”包括但不限于“特洛伊木马”、“蠕虫”和“时间或逻辑炸弹”。

- (b) 然而，对于任何 (a) 项所述内容导致的明细表所列风险，而该等风险直接导致本保险的保险标的于保险期间内受到物质损坏的，保险人将按照本保险的所有条款、条件和除外责任条款的约定进行赔偿。

### 2. 电子数据处理媒介的保险价值条款

无论主保险条款及其所附任何批单有任何相反约定，双方兹理解并同意：

本保险承保的电子数据处理媒介受到物质损失或损坏时，保险价值应当按照空白媒介的成本加上对备份的或之前版本的原始电子数据进行复制的成本。前述成本不包括研究及开发的费用，亦不包括任何重新制作、收集或整理该等电子数据的费用。若媒介未经修理、替代或修复的，其保险价值应当按照空白媒介的成本计算。但是，任何该等电子数据对于被保险人或任何其他方而言所具有的价值，保险人不负责赔偿，即使该等电子数据无法重新制作、收集或整理。

## **ELECTRONIC DATA ENDORSEMENT B**

### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.