

华泰财险附加紧急应急响应批单（CB 版）

各方同意如下：

保险期间内任何**管理层**成员发现合理怀疑或确定的**网络事故**或**营业中断事故**后 48 小时内产生的**紧急应急响应费用**，并且已根据“一般条件”第 5.7 条通知**保险人**，则**保险人**将赔付该等费用，但该费用仅限于要求**被保险人**立即采取措施以减少该**网络事故**或**营业中断事故**产生的损失、影响和费用。

网络事故指任何实际的或合理怀疑的会产生**应急响应费用**的下列事件：

- A. **计算机恶意行为，人为错误，程序设计错误，网络安全失效，非法使用或访问**或任何其他针对**被保险人计算机系统**的威胁，包括**网络勒索事件**中的威胁或行为；
- B. **泄密不当行为或网络安全不当行为**；或
- C. **被保险人控制的电力系统发生电力中断、骤增或骤降**。

紧急事故响应费用指下列合理且必须的费用，且仅适用于保险责任的 2.1 扩展条款：

- A. 用于获得应急响应经理服务的费用，以协调**被保险人**应对合理怀疑或确定的**网络事故**或**营业中断事故**；
- B. 用于聘请**第三方**计算机取证机构，以确定**被保险人**合理怀疑或确定的**网络事故**的起因和范围，并采取措施停止、消除或修复该等**网络事故**或**营业中断事故**的影响。

紧急应急响应费用的赔偿限额以双方约定为准。该费用的赔偿限额为**保险明细表**中**应急响应费用**的**总赔偿限额**的一部分，该费用的赔付会减少并可能用尽保单**累计赔偿限额**。

保险代表指受**被保险机构**雇佣，负责投保和管理**被保险机构**保险合同的个人。

管理层指首席财务官，首席执行官，总法律顾问，风险经理，首席信息官，首席信息安全官，首席技术官，数据保护官，**保险代表**，或任何**记名被保险人**的具有前述人员同等职能的管理人员。

主保险合同和本批单约定不一致，以本批单为准；其他约定，仍适用主保险合同。

Emergency Incident Response Endorsement

It is agreed as follows

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 **us** pursuant to General Condition 5.7 Notification, which requires immediate attention in order to mitigate the damage from, effects of and costs related to such **Cyber Incident** or **Business Interruption Incident**.

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 **Your Computer System**, including those threats or actions done in the commission of a **Cyber Extortion Event**;
- B. A **Privacy Wrongful Act** or **Network Security Wrongful Act**; or
- C. power failure, surge or diminution of an electrical system controlled by **you**;

that creates the need for **Incident Response Expenses**.

Emergency Incident Response Expenses, applicable to Insuring Agreement Extension 2.1 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 **your** 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 **your** reasonably suspected or confirmed **Cyber Incident** and to initiate the process to stop, reverse or remediate the effects of such **Cyber Incident** or **Business Interruption Incident**.

Emergency Incident Response Expenses shall subject to a sublimit of []. It's a part of and not in addition to the applicable **Aggregate Limit** shown in the **Schedule for Incident Response Expenses**, and shall reduce and may completely exhaust such applicable **Aggregate Limit**.

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).

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**.