

华泰财险附加网络和数据责任除外条款（CB版）

1 本保险合同不负责赔偿下述损失：

1.1 网络损失；

1.2 由任何数据的无法使用、功能减少、修复、替换、恢复或复制直接或间接引起、造成或与之相关的损失、损坏、责任、索赔、花费和任何性质的费用，包括与此类数据的价值有关的任何金额；

不论上述损失是由同时发生或其他时间发生的其他任何原因或事件造成。

2 如果本附加条款任何部分无效或无法执行，其余部分继续有效。

本附加条款与保险合同条款有任何不一致，以本附加条款为准；保险合同其他条款维持不变。

定义

3 网络损失指由任何网络行为或网络事件（包括但不限于控制、预防、阻止或补救任何网络行为或网络事件而采取的任何措施）直接或间接引起、造成或与之相关的任何损失、损坏、责任、索赔、花费和任何性质的费用。

4 网络行为指未经授权的、恶意的或构成犯罪的一次行为或一系列相关的此类行为（无论其时间、地点如何），或威胁或谎称实施涉及访问、处理、使用或操作任何计算机系统的上述行为。

5 网络事件指：

5.1 涉及访问、处理、使用或操作任何计算机系统的任何错误或疏漏，或一系列相关的此类错误或疏漏；或者

5.2 任何计算机系统的部分或全部不可用、无法访问、处理、使用或操作，或一系列相关的此类针对计算机系统的部分或全部不可用、无法访问、处理、使用或操作。

6 计算机系统指：

6.1 由被保险人或任何其他方拥有或经营的任何计算机、硬件、软件、通信系统、电子设备（包括但不限于智能手机、笔记本电脑、平板电脑、可穿戴设备）、服务器、云或微控制器，包括任何上述设备的类似系统或任何配置，包括任何相关的输入、输出、数据存储设备、网络设备或备份设备。

7 数据指以某种形式记录或传输，并通过计算机系统使用、访问、处理、传输或存储的信息、事实、概念、代码或其他任何形式的信息。

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

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