

华泰财险附加网络责任和数据隐私侵权扩展责任条款（CB版）

请仔细阅读本批单，尤其是以下划线标注免除本公司责任的条款内容。

本批单所规定的网络责任和数据隐私侵权保险是索赔且已通知型保险。除另有规定外，承保范围仅适用于第一次向被保险人提出索赔，并且以书面形式通知我们的时间在保险期间内或在我们规定的延长报告期间内的案件。

承保范围

- 网络责任和数据隐私侵权扩展责任
- A 依据本保险的所有条款和条件，我们将代表您赔付因任何**第三方**首次向您提出，并在保险期间以书面形式通知您的任何**索赔**中提出的网络责任和数据隐私侵权损失。
- 承保范围仅适用于保单明细表所示的承保区域内发生的网络责任和数据隐私侵权损失。
- B 承保范围仅适用于因**您的服务**而造成的以下情形：
1. **您**侵犯任何隐私权；或者
 2. **您**违反保密规定或不当使用您的**计算机系统**内的保密信息；或者
 3. **您**处理任何**互联网**内容的疏忽行为；或者
 4. **您**因疏忽而未能阻止除您之外的他人未经授权进入、使用或篡改**计算机系统**，包括：
 - (a) **黑客攻击**；
 - (b) **计算机病毒**攻击；
 - (c) **盗窃电子数据**；以及
 - (d) **您**疏忽、非故意地向**第三方**传播**计算机病毒**。

责任限额

网络责任和数据隐私侵权扩展责任总限额

明细表中的网络责任和数据隐私侵权扩展责任总限额是我们依据“责任限额因赔付而减少”所赔付的最高限额。

我们赔付的任何此类金额将减少可用于任何其他赔付的总限额。总限额的剩余金额是可用于任何其他赔付的最高限额。

如果我们或任何与我们有关联的保险公司在多个保险期间提供保障，我们对任何**索赔**的义务应仅限于一个保险期间内的责任限额和其他条款和条件。**您**首次向我们提出书面**索赔**应于保单生效期内。

保险人在此扩展责任下的总责任在明细表中列出，该责任是本保单责任限额的一部分，而非对责任限额的增加。

责任限额

责任限额因赔付而减少

我们赔付的任何损失会减少网络责任和数据隐私侵权扩展责任总限额。

我们赔付的与网络责任和数据隐私侵权保障相关的任何**索赔费用**，均将减少网络责任和数据隐私侵权责任总限额。

除外责任

A. 兹经双方了解并同意，在本保单下对于以下**索赔**直接或间接造成的任何损失，**我们**不负赔偿责任：

1. 任何基于，由于事实上的或被指控的侵犯专利权或商业秘密的索赔：

就本除外责任而言，**商业秘密**指信息，包括配方、模型、信息汇编、程序、策略、方法、技术和工序，且：

(a) 从不为大众所知，或他人通过使用披露的信息获取独立的实际或潜在的经济价值，只要尽合理的努力保密信息；或

(b) 有商业用途，以提供其机会获取超越没有掌握或使用该信息的竞争者的优势。

2. 任何事实或被指控反垄断、贸易管制、不公平竞争、虚假、欺诈或不公平的商业行为，违反消费者保护法或虚假欺诈性广告，包括任何违反地方、州或联邦法律的上述行为；

3. 任何优惠券，折扣，奖品，奖励或提供其他任何超过合同总价或预期价值的对价；

4. 任何事实或被指控不准确、不充分或不完整的商品、产品或服务的价格描述；或由于担保成本，成本表示，合同价格，或超出了可能成本的预期或估计成本；

5. 任何赌博、博彩、彩票或色情内容。

B. 本保险不适用于：

警戒性的或惩罚性的损害赔偿；

罚款或其他处罚；或

以倍数赔偿的加倍部分。

本除外条款不适用于因为**您的服务**导致的由您的客户承担的：

警戒性的或惩罚性的损害赔偿；

罚款或其他处罚；或

以倍数赔偿的加倍部分。

前提是上述赔偿或处罚在适用法律项下可以承保。

定义

索赔

索赔针对**您**错误行为的：

1. 任何书面要求；

2. 对**您**提起的任何民事诉讼；
3. 任何仲裁程序；
4. 任何调解；或者
5. 任何行政或监管调查。

任何基于单个或相关**过错行为**，或由单个或相关的过错行为引起或由此造成的任何**索赔**构成单一**索赔**。

计算机系统 **计算机系统**指以模拟、数字、电子或无线格式处理数据或信息的电子、无线、网络或类似系统（含所有硬件和软件），包括计算机程序，电子数据处理媒体，电子数据，电子数据通信设备，操作系统，计算机网络和网络设备，固件，服务器，网站，外联网和所有输入、输出、处理、存储、在线或离线的媒体库、音乐、图形、娱乐和其他内容（以它们承载的电子数据为限）。

计算机病毒 **计算机病毒**指未经所有者或用户的知晓或同意，置于计算机系统中，并设计用于破坏，阻碍，损坏，消除，移动，干扰或毁坏计算机系统、电子数据或软件（或其中任一部分）的计算机指令。计算机病毒包括恶意代码，恶意软件，特洛伊木马，蠕虫和时间或逻辑炸弹。

黑客攻击 **黑客攻击**指未经授权者，或他人以未经授权的方式使用或进入**计算机系统**。

互联网 **互联网**指通过服务提供商或网络服务提供商，使用拨号电话、数字用户线路、综合服务数字网络线路、电缆调制解调器或其他传输介质的互联全球网络。

盗窃电子数据 **盗窃电子数据**指第三方（不包含**被保险人**）未经授权取得或不恰当地使用：以电子形式存在的信息，或移动或无线设备拟与**计算机系统**进行交互，自/向移动或无线设备传输过程中的信息，包括存储在**计算机系统**中的账户信息，保密信息，专有信息和个人信息，但前提是，在本项条款下，**被保险人**应按照不低于书面的补充投保单中所述的最低标准进行计算机系统的安全和备份程序维护。

第三方 **第三方**指除**您**或任何**被保险人**之外的任何自然人、实体、监管机构或任何其他组织。
若本附加条款和本保险合同有任何不一致的地方，以本批单为准。本保险合同其他条款维持不变。

This Endorsement applies to the Policy described above.

PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.

THE INSURANCE PROVIDED BY THIS ENDORSEMENT FOR CYBER LIABILITY AND DATA PRIVACY INFRINGEMENT COVERAGE IS **CLAIMS-MADE AND REPORTED COVERAGE**. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS THAT ARE **BOTH FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITTEN DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD WE PROVIDED.**

Under Coverages, the following coverage titled Cyber Liability And Data Privacy Infringement Extension Claims-Made And Reported is added to this policy:

Coverages

Cyber Liability And
~~Data~~ Privacy
Infringement
Extension

A Subject to all of the terms and conditions of this insurance, **We** will pay damages, on behalf of **You** against Cyber Liability And Data Privacy Infringement **Loss** arising from any **Claim** first made against **You** by any **Third Party** and notified in writing to **You** during the policy period.

This coverage applies only to Cyber Liability And Data Privacy Infringement **Loss** incurred in the Coverage Territory shown in the Schedule.

B This coverage applies only for:

5. infringement of any right to privacy by **You**; or
6. breach of confidence or misuse of confidential information held on **Your Computer System** by **You**; or
7. **Your** negligence in respect of any **Internet** content; or
8. **Your** negligent failure to prevent a party, other than **You**, from unauthorized access to, use of or tampering with **Computer Systems** including:
 - (e) **Hacker Attacks**;
 - (f) **Computer Virus** attacks;
 - (g) **Theft of Electronic Data**; and
 - (h) negligent and inadvertent transmission by **You** to a **Third Party** of any **Computer Virus**; orresulting from the provision of **Your Services**.

Under Limits Of Insurance, the following provisions are added to this policy.

Limits Of Insurance

Cyber Liability And
Data Privacy
Infringement
Extension Aggregate
Limit

The Cyber Liability And Data Privacy Infringement Aggregate Limit shown in the Schedule is the most we will pay for the sum amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance.

Any such sum we pay will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

If we or any insurer affiliated with us issue coverage for more than one policy period, our obligation in connection with any one **Claim** shall be subject to, and governed by, the Limits Of Insurance, and the other terms and conditions of only one policy period. That policy period will be the one, if any, which was effective at the time such **Claim** was first reported to us by you in writing.

The Insurer' s total liability under this Extension is shown in Schedule, which is part of, not in addition to, the Limit of Liability of this policy.

Under Limits Of Insurance, as applicable to Cyber Liability And Data Privacy Infringement Extension, the following is added to the provision titled Payments That Reduce The Limits Of Insurance.

Limits Of Insurance

Payments That Any Loss we pay will reduce the Cyber Liability And Data Privacy Infringement Reduce The Limits Of Extension aggregate Limit.

Insurance Any **claim adjustment expenses** we pay, in connection with Cyber Liability And Data Privacy Infringement Coverage, will reduce the Cyber Liability And Data Privacy Infringement Aggregate Limit.

Under Exclusions, the following provisions are added to this policy.

Exclusions

A. It is understood and agreed that the We shall not be liable under this policy to make any payment for Loss directly or indirectly resulting from a Claim:

1. based upon, arising from or in consequence of any actual or alleged infringement of any patent or trade secret;

For the purpose of this Exclusion, Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique or process, that:

(c) derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who would obtain value from its disclosure for use, so long as reasonable efforts have been made to maintain its secrecy; and

(d) a business uses, which gives it an opportunity to obtain an advantage over competitors who do not know it or use it.

2. based upon, arising from or in consequence of any actual or alleged antitrust, restraint of trade, unfair competition, false, deceptive or unfair business practices, violation of consumer protection laws or false or deceptive advertising including violations of any local, state or federal laws regarding the aforementioned conduct;

3. based upon, arising from or in consequence of any coupons, prize discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

4. based upon, arising from or in consequence of any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of your cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

5. based upon, arising from or in consequence of gambling, gaming, lotteries, or pornography.

B. This insurance does not apply to any:

1. exemplary or punitive damages;
2. fine or other penalty; or
3. multiple portion of any multiplied damages award.

This exclusion does not apply if such

1. exemplary or punitive damages;
2. fine or other penalty; or
3. multiple portion of any multiplied damages award.

is sustained by your client that results from **Your Service**, provided the above damage or penalty is permitted under applicable law.

The following Definitions, applicable to Cyber Liability And Data Privacy Infringement Extension Coverage, are added to this policy.

Definitions

Claim

Claim means:

1. any written demand;
2. any civil proceeding brought against **You**;
3. any arbitral process;
4. any mediation; or
5. any administrative or regulatory investigation

against **You** for a **Wrongful Act**. Any **Claim** based upon, arising from, or in consequence of a single or related **Wrongful Act** constitutes a single **Claim**.

Computer System

Computer System means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analogue, digital, electronic or wireless format including computer programs, electronic data processing media, electronic data, electronic data communications equipment, operating systems, computer network and networking equipment, firmware, servers, websites, extranet, and all input, output, processing, storage and on-line or off-line media libraries, music, graphic, entertainment and other content (to the extent that they hold electronic data).

Computer Virus

Computer Virus means computer instructions placed on a Computer System without the owner or user's knowledge or consent that are designed to harm, impede, corrupt, erase, remove, disrupt or destroy the Computer System, electronic data or software (or any part of them). Computer Virus includes malicious codes, malware, Trojan horses, worms and time or logic bombs.

Hacker Attack

Hacker Attack means authorised use of or gaining access to **Computer System** by

a person not authorised to do so or in an unauthorised manner.

Internet means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or other transfer medium

Theft of Electronic Data means the unauthorized taking or misuse of information by a third party (other than the **Insured**) that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with a **Computer System**, including account information, confidential information, proprietary information and personal information while stored in a **Computer System** maintained to the minimum standards in respect of security and back up procedures as specified in the **Insured**'s written proposal in the supplementary proposal form for cover under this Section.

Third Party means any natural person, entity, regulator or any other organization;
provided, however, **Third Party** does not mean **You** or any **Insured**.

CYBER LIABILITY AND DATA PRIVACY INFRINGEMENT EXTENSION SCHEDULE

Coverage Territory:	«FIELD1_EN»
Retroactive Date:	«FIELD2_EN»
Cyber Liability and Data Privacy Infringement Aggregate Limit:	«FIELD3_EN»
Deductible:	«FIELD4_EN» each Claim
Minimum & Deposit Premium:	«FIELD6_EN»
Premium Basis:	
Estimated Sales:	«FIELD8_EN»
Premium Rate:	«FIELD9_EN»

If there are any discrepancy between this endorsement and the main policy, this endorsement shall prevail. All other terms and conditions remain unchanged.