

## 华泰财险附加网络隐私及保密扩展条款（CB版）

本保险合同双方当事人同意加入本附加条款，并就下列事项达成一致（本附加条款之外的事项均以本保险合同的其他条款、条件、除外责任和赔偿限额为准）：

### 1. 保险协议：

本保险合同扩展承保或代表**被保险人**赔偿因该**赔偿请求**所造成的所有**损失**，该**赔偿请求**直接起因于：

- (i) 任何侵犯或干涉任何隐私权或公共形象权，包括任何违反相关法规的**数据泄露**；或者
- (ii) 任何未经授权的泄露或使用**数据**表格中的机密信息，或**数据**表格中披露和使用受法规约束的信息。

该扩展保障分项限额列于保险单，并非赔偿限额的一部份。

但**保险人**不负责赔偿任何基于、起因于或归因于以下原因的**损失**：

- (i) 自任何**第三方**处收到对**被保险人**或**被保险机构**在互联网、**内联网**或**外联网**发布内容的投诉或索赔通知后，由于疏忽未从互联网，**内联网**或**外联网**移除发布内容；或者
- (ii) **被保险人**、**被保险机构**、任何雇员或**第三方**在**开放网站**的任何发布。

就本扩展条款而言，适用以下定义：

**数据**是指以任何方式使用或呈现的数字格式的可用计算机处理的信息（不包括软件），包括但不限于文本、语音记录和图像。

**外联网**是指通过网关或门户网站访问的互连网络的受限访问组。

**内联网**是指**被保险人**或**被保险机构**拥有和控制的电子网络，其中包含有关**被保险机构**业务的信息，只能由指定的员工访问，而不能向公众开放。

**开放网站**是指任何互联网，**内部网**或**外联网站**点，任何一方可以在其上发布内容，无需注册。

本保险合同其他条款维持不变。

## Cyber privacy and confidentiality extension

By way of endorsement to the policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this Endorsement only, the following provisions are amended and/or added to the policy:

1. Insuring Agreement:

This policy is extended to pay to or on behalf of an **Insured** all **Loss** resulting from a **Claim** as a direct result of:

- (i) any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of **Data** which amounts to a breach of the relevant legislation; or
- (ii) any unauthorised disclosure or use of any Confidential Information in **Data** form or information in **Data** form which is subject to statutory restriction on its disclosure or use.

Such cover shall be subject to the **sub-limit** [     ], which shall apply in addition to, and not part of the Limit of Liability in item 4 of the schedule.

However, the **Insurer** shall not be liable to make any payment for **Loss** under this policy based on, arising from or attributable to:

- (i) any omission of the **Insured** or the **Company** to remove publications from any Internet, **Intranet** or **Extranet** following a complaint or notice in relation to the publication from any third party; or
- (ii) any publication made to an **Open Site** by the **Insured** or the **Company** or any employee or third party.

For the purpose of this Extension, the following definitions are added to the policy:

**Data** means machine-readable information in digital format (excluding software) irrespective of the way it is used or rendered, including but not limited to text, voice recordings and images.

**Extranet** means a restricted-access group of inter-connected networks accessible via a gateway or portal.

**Intranet** means an electronic network owned and controlled by the **Insured** or the **Company** which contains information about the **Company's** business and is only accessible to designated employees and not to the general public.

**Open Site** means any internet, **Intranet** or **Extranet** site on which content can be published by any party without registration.

In all other respects this policy remains unaltered.