苏黎世中国董事、高级管理人员和公司责任险2009版附加知识产权除外条款(保回衍生诉讼)

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但本除外条款不适用于在无任何**被保险个人**或**被保险公司**的诱使、自愿协助、积极参与或干 涉的情况下,由**被保险公司**的证券持有人以**被保险公司**的名义以衍生诉讼的形式提出的**索赔**。

本附加条款与主险条款相抵触之处,以本附加条款为准,本条的所有其他条款与条件保持不变。

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The Insurer shall not be liable under this Policy to make any payment for Financial Loss (including Defence Costs) in connection with any Claim made against any Insured, or Investigation Costs alleging, arising out of, based upon or attributable to any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

However, this exclusion shall not apply to any **Claim** brought derivatively in the name or right of the **Company** by a security holder of the **Company** who, when such **Claim** is made and maintained, is acting independently of, and without the solicitation, assistance, participation or intervention of any **Insured Person** or the **Company**.

Subject otherwise to the terms, exclusions and conditions of this policy.