

苏黎世财产保险（中国）有限公司公众和产品责任保险（以索赔提出为基础）附加个人伤害和广告侵害责任条款

1 保险协议

1.1 承保范围

在不违反本保险单中的条款、除外责任、定义、条件和限制的情况下，对于保险期间内在承保区域发生的，由与业务相关的事件导致的：

1.1.1 个人伤害，

1.1.2 财产损害，或

1.1.3 广告侵害，

将就被保险人依法应赔付的全部金额赔偿被保险人。

1.2 广告侵害是指：

由被保险人的广告活动所引发的任何非故意的书面或口头诽谤、诋毁、侵犯版权、盗用标题或标语、盗版、不正当竞争、剽窃创意或侵犯隐私权。

广告侵害不包括：

由以下广告侵害所导致的责任：

(a) 未能履行合同（但本除外责任适用于基于违反默示合同而对未经授权的创意剽窃提出的索赔）；

(b) 侵犯商标、服务标记或商号（但不涉及标题和标语）；

(c) 对商品或产品的描述不正确；以及

(d) 广告中的价格有误。

1.3 个人伤害是指：

1.3.1 身体伤害、死亡、疾病、伤残、丧失亲权、精神刺激、惊吓、心理痛苦或精神伤害；

1.3.2 错误逮捕、拘留、错误关押、诬告或侮辱；

1.3.3 发布或作出书面或口头诽谤或其他中伤或诋毁性材料，或发布或作出侵犯任何个人隐私权的言论，但以下情形除外：

(a) 该等首次发布或作出的言论是于本保险单生效之前发布或作出的任何言论；
或

(b) 该等言论是在被保险人或其代表进行广告、电台广播、电视广播或出版活动的过程中发布或作出的，或与上述活动有关；

1.3.4 不当进入或被不当逐出私人住所或对私人住所权利的其他侵犯；

1.3.5 并非由被保险人实施或指示的攻击和殴打，除非实施该等攻击或殴打是为了避免或减少人员或财产危险。

Personal Injury and Advertising Injury Liability Clause

1 Insuring Agreements

1.1 Coverage

Subject to the terms, exclusions, definitions, conditions and limitations of this Policy Zurich will indemnify the Insured for all sums which the Insured becomes legally liable to pay as Compensation in respect of:

1.1.1 Personal Injury, or

1.1.2 Property Damage, or

1.1.3 Advertising Injury

occurring within the Policy Territory during the Policy Period as a result of an Occurrence

happening in connection with the Business.

1.2 Advertising Injury means

Any unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities.

Advertising Injury Exclude:

any liability arising out of Advertising Injury, in respect of:

- (a) failure of performance of contract but this exclusion does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;**
- (b) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans;**
- (c) incorrect description of any good or product;**
- (d) mistake in advertised price.**

1.3 Personal Injury means

1.3.1 bodily injury, death, illness, disability, Loss of Consortium, shock, fright, mental anguish or mental injury;

1.3.2 false arrest, detention, false imprisonment, malicious prosecution or humiliation;

1.3.3 the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:

- (a) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or**
- (b) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;**

1.3.4 wrongful entry or wrongful eviction or other invasion of the right to private occupancy;

1.3.5 assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.