

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）附加人身伤害责任条款

凡被保险人因业务经营而对“人身伤害”依法应该承担的赔偿责任，由本保险扩展承保。

在本扩展责任项下，所称“人身伤害”是指：

- a) 人体伤害、死亡、各种疾病、打击、惊吓、精神痛苦、精神损害；
- b) 错误拘捕、错误扣留、不当拘禁、诬告；
- c) 任何书面或口头的诽谤；
- d) 非法侵入、错误驱逐房客、对个人隐私权的其他侵害；
- e) 被保险人的雇员在从事被保险人的业务活动时所进行的打斗和/或攻击行为。除非是为了防止或消除人员或财产所面临的危险，否则凡依被保险人的指令而采取的上述行为不属于保险赔偿范围。

除非本保险单另外明确承保，凡由于电子出版物中所含有的破坏他人名誉权的内容，形成书面或口头的诽谤、对产品或服务的诋毁、对个人隐私权的任何侵害，均不属于本保险单的赔偿责任。

Personal Injury Extension

This Policy is extended to indemnify the Insured against all sum which the Insured shall become legally liable to pay as compensation in respect of “Personal Injury” in connection with the Insured’s business.

For the purpose of this extension, “Personal Injury” shall mean:

- a) bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury;
- b) false arrest, false detention, wrongful imprisonment, malicious prosecution;
- c) libel, slander;
- d) wrongful entry or wrongful eviction or other invasion of privacy;
- e) assault and/or battery committed by any employee of the Insured whilst engaged in the Insured’s business activities but excluding acts committed at the direction of the Insured unless so directed for the purpose of preventing or eliminating danger to persons or property.

Further noted that notwithstanding anything contained herein to the contrary this Policy shall not cover any liability arising from libel, slander, product disparagement or trade libel or violation of the right of privacy resulting from the electronic publishing of defamatory material.