

华泰财险附加错误和疏漏广播除外责任条款

保险合同第一部分第一条“人身损害及财产损失责任”和第二条“个人权利侵害和广告侵害责任”各自的第二项“除外责任”中分别增加下述规定：

二、除外责任

本保险不适用于：

列名被保险人的“特殊保险组合计划”及其续保或替代保单中多媒体部分所承保的损害赔偿赔偿责任，以及通过列名被保险人或其子机构的设施“广播”的资料或者列名被保险人或其子机构为让他人进行“广播”而向他人提供的资料所导致的损害赔偿赔偿责任，并且前述损害赔偿赔偿责任是因下述原因引起：

- (1) 侵权隐私权；
- (2) 侵犯著作权；
- (3) 侮辱、诽谤或其他形式的抵毁；
- (4) 非法使用资料，但仅限于它是提出索赔的原因；
 - (a) 侵犯有关文学、戏剧或音乐的权利；
 - (b) 剽窃；
 - (c) 不公平竞争；
 - (d) 盗版；或
- (5) 因声称“广播”提供了资料而违反默示合同。

本条款不适用于“人身损害”。

X117 NBC ERRORS & OMISSIONS BROADCAST/BROADCASTING EXCLUSION

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Except with respect to “bodily injury”, to liability for damages, regardless of amount, for which coverage is provided by the Multimedia Section of the “Named Insured’s” “Combined Specialty Insurance Program” and renewals or replacements thereof, nor to liability for damages resulting from materials “broadcast” over the facilities of the “Named Insured” or its subsidiaries, or material furnished by the “Named Insured” or its subsidiaries to other persons for “broadcasting” by such other person and arising out of:

- (1) invasion of privacy;**
- (2) infringement of copyright;**
- (3) libel, slander or other forms of defamation;**
- (4) unauthorized use of material, to the extent that claim is based on;**
 - (a) infringement of literary, dramatic or musical rights;**
 - (b) plagiarism;**
 - (c) unfair competition;**
 - (d) piracy, or**
- (5) breach of implied contract arising out of the alleged submission of material for “broadcast”.**