

华泰财险附加广告侵害责任条款

兹经双方同意，被保险人在从事本保险合同列明的经营或管理活动过程中，致使第三者受到广告伤害，依法应由被保险人负赔偿责任时，保险人对被保险人负赔偿之责。本保险仅承保符合下列条件的侵权行为造成的广告伤害：

1. 在保险期间，且
2. 在为被保险人的商品、产品或服务做广告的过程中实施。

本保单对下列事项不负赔偿责任：

1. 被保险人或在其指示下所做出的任何口头或书面的出版报道引起的，且被保险人明知这样做是错误的；
2. 有关口头或书面的出版报道的首次报道是在保险生效日之前作出的；
3. 被保险人作出或经被保险人同意而作出任何故意违反刑法或者有关政府法令之行为；
4. 被保险人根据契约或者协议的规定而应承担的责任，但如果即使无该契约或协议被保险人仍然应承担的损害赔偿赔偿责任不在此限；
5. 违约，但不包括默示合同下对广告创意的剽窃；
6. 商品、产品或服务不能达到与广告宣传的品质与标准一致；
7. 对商品、产品或服务的价格的错误描述；
8. 从事广告、广播、出版或视播的被保险人作出的侵权行为。

保险人在此附加条款项下的分项责任赔偿限额包含在保险单规定的责任限额之内，而并非是在其基础上的累加且不超过本保险单下列明的金额。

本附加条款未约定事宜适用保险合同的其他约定。

K62 Advertising Injury Liability Clause

It is agreed and understood that this policy shall be extended to cover legal liability of the Insured in respect of advertising injury to any third party occurring in the course of insured's operation or management specified in the contract. This clause only applies to the advertising injury caused by the tortuous acts in line with following conditions:

1. that happens in the period of insurance; and
2. are undertaken in the process of advertising the Insured's goods, products or service.

But this policy shall not indemnify:

1. **Injury arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;**
2. **Injury arising out of oral or written publication of material, which first published prior to the beginning of the insurance period;**
3. **Injury arising out of a criminal act or acts in violations of laws and orders issued by the**

government, which committed by or after the agreement of the Insured;

4. Liabilities that should be assumed by the Insured under the contract or agreement. This exclusion does not apply to liability that should be assumed by the Insured in the absence of the contract or agreement.

5. Breach Of Contract, except an implied contract to plagiarize the ideas of other advertisements.

6. Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in advertisement.

7. Injury arising out of the misrepresentation of the price of goods, products or services ;

8. Injury arising out of tortuous act done by the Insured, who is engaged in advertisement, broadcast, publication or video frequency.

The Insurer's sub-limit of liability under this endorsement clause shall form part of and not in addition to the total limit of liability of the policy and shall not exceed the amount specified in this endorsement.

Sub-limit of Liability:

This clause is subject otherwise to the terms, conditions, exclusion of this policy.