

华泰财险附加知识产权侵权损害与声誉损害责任保险（CB版）条款

承保范围

华泰财险附加知识产权侵权损害与声誉损害责任保险（CB版）

在遵守本保险的所有条款和条件的前提下，我们会赔付本保险承保范围内因的**知识产权侵权损害或声誉损害**导致的法律责任而产生的**损失**。

本承保范围适用于：

- A. 此等侵害第一次发生在承保明细表所列明的追溯日之后而且在保险期间终止前；且
- B. **被保险人**第一次收到个人或机构关于此等**损失**的赔偿请求的时间，以及将该等赔偿请求以书面通知我们的时间，都：
 - a. 是在：
 - i. 保险期间内；或
 - ii. 我们提供的延长索赔通知期限条款中所规定的延长索赔通知期限内；或
 - b. 符合主保险合同一般条款中“**状况的通知**”规定。

我们在本保险项下为**损失**赔付的金额取决于：

- 本合同**分配**条款所述的分配；
- 承保明细表中所示的免赔额；和
- 承保明细表中所示的共同保险百分比；
- 本合同**责任限额**条款所述的责任限额。

我们可以在任何时候自行决定赔付**责任限额**剩余的金额。

我们赔付的最高限额固定为本合同的**责任限额**条款规定的金额。

我们的赔付义务在可用的**责任限额**用尽时终止。

除了本合同中的**调查、辩护及赔付**条款及**附加给付**条款的规定外，我们无其他任何给付金额或采取行动或提供服务的义务或责任。

调查、抗辩及赔付

依据本保险所有条款的规定，我们有权，但无义务，自行决定为**被保险人**提供辩护。我们可以自行决定要求您为**被保险人**提供辩护。如果我们要求您为**被保险人**提供辩护，您必须：

- 从我们提供的律师名单中选择；或
- 经过我们事先的书面同意；

聘请律师代表**被保险人**。

我们有权行使所有**被保险人**有关选择仲裁员及其他在任何仲裁程序中可以行使的权利，但该权利不适用于我们与**被保险人**之间的仲裁程序。

被保险人如果已经提起**诉讼**，我们将给付合理的律师费用及必要的诉讼费用，亦即**理赔费用**

- 为**被保险人**提供辩护；及
- 如**被保险人**基于承保合同而承担辩护责任或辩护费用，为**被保险人**的赔偿对象提供辩护，

不论索赔或**诉讼**是否已经提出，我们可以自行决定对任何索赔或**诉讼**进行调查，并予以赔付。

我们赔付的最高限额为本合同**责任限额**条款规定的金额。

我们的赔付义务在可用的**责任限额**用尽时终止。

仅就“知识产权侵权损害和声誉损害”而言，应遵循下述条款。

分配

若本保险适用的索赔或诉讼同时包含本保险适用的**损失**和本保险未承保的**损失**，由于此等索赔或诉讼：

- 同时包括承保和未承保的指控或事实；或
- 同时针对**被保险人**和其他人提出或提起；

被保险人和我们将尽最大努力就**损失**的承保部分与未承保部分实现公平合理分配达成一致。

若**被保险人**和我们就**损失**分配达成一致：

- 我们仅负责支付为该承保部分分配的索赔或诉讼的部分**损失**；和
- 您需负责支付所发生的剩余费用。

若**被保险人**和我们无法就如何分配达成一致：

- 我们仅负责垫付此等**损失**的百分之八十（80%）；和
- 您需负责垫付所发生的剩余费用；

直到经仲裁、司法判决或协商达成不同分配。

若您未能及时支付您需支付的上述任何部分**损失**，此等行为应视作第一指定**被保险人**请求自此等付款到期之日解除本保险。

仅就**知识产权侵权损害和声誉损害**而言，应遵循下述条款：

承保区域

依据本保险所有条款和条件，本保障：

- 适用于任何地方，前提条件是**被保险人**的损害赔偿责任在本保险适用范围内，且该等赔偿金额是依据在明细表所列承保区域内提起的关于实体问题的诉讼或我们同意的和解方案所确定的。
- 不适用于在明细表所列承保区域内以外提起的任何**诉讼**的任何相关损害、损失、费用或开支。

谁是被保险人

在主保险合同“谁是被保险人”下，就**知识产权侵权损害和声誉损害**而言，除“子机构或新购或成立新机构”和“对谁是被保险人的限制”适用下述规定外，其他条款仍旧正常适用。

子机构或新购或成立新机构

若无其他保险存在，以下机构符合**被保险人**资格：

- A. 承保明细表列名第一位的**被保险人**明细表列明区域成立或登记的子机构，并且在保险期间开始及损失发生时，该列名第一位的**被保险人**直接或间接控制选举该子机构决策层成员的50%以上投票权；或
- B. 承保明细表上列名第一位的**被保险人**在保险期间内购买或成立的明细表列明区域成立或登记的子机构，而且在损失发生时，该列名第一位的**被保险人**直接或间接控制选举该子机构决策单位层的50%以上投票权。然而除非我们同意延长承保期限（依据对谁是被保险人的限制条款C项的规定），本条款的承保范围只适用于第一次发生在该列名第一位的**被保险人**
 - a. 购买或成立该机构的三十日内；或
 - b. 保险期间的终止日前；

的过错行为所导致的**知识产权损害或声誉损害**，以先到期者为准。

对谁是被保险人的限制

- A. 除上述有关子机构或新购或成立新机构规定的范围外，承保明细表上所记载的指定**被保险人**以外的任何个人或机构，都不是**被保险人**。
- B. 关于您直接或间接
 1. 取得的任何财产的所有权，维修或使用；或
 2. 取得的财产、业务或机构的原所有个人或机构的行为；

如果导致**知识产权侵权损害**或**声誉损害**的侵害行为全部或部分首次发生在您直接或间接取得该财产，业务或机构之前，则与前述情形有关的任何个人或机构，都不是被保险人。

C. 关于您在保险期间内，直接或间接

1. 取得的财产的所有权，维修或使用；或
2. 取得的财产、业务或机构的原所有个人或机构的行为；或
3. 设立的机构的行为；

如果导致**知识产权侵权损害**或**声誉损害**的侵害行为全部或部分发生在您直接或间接

- 取得该财产，业务或机构，或设立该机构 30 天内；或
- 保险期间的终止日前，

以先到期者为准，则与前述情形有关的任何个人或机构，都不是**被保险人**，除非下述条件被满足：

- 您向我们提出书面通知说明该取得或设立情形，并请求延长承保期限；
- 我们同意在加收额外保险费，决定条款内容后，签发批单对于该取得或设立延长承保期限（直到保险期间终止时止）；而且
- 您接受前述的条款并于付款到期日准时缴付保险费。

D. 任何个人或机构关于下列机构的行为均不是被保险人：

1. 在承保地域以外地区设立或登记的机构；或
2. 如果在损失发生时，该机构的股票或债券的全部或部分，在承保地域以外地区的任何证券或投资市场上市或交易。

责任限额

仅就**知识产权侵权损害**和**声誉损害**而言，适用下述责任限额条款。

承保明细表中记载的责任限额及以下的规定为我们赔付金额的上限，不受

- A. **被保险人**的人数；
- B. 索赔及**诉讼**发生的次数；或
- C. 索赔或提起诉讼的个人及机构个数的影响。

从承保明细表记载的保险期间开始之日起，每一连续年度及剩余不足十二个月的期间，分别适用相同金额的责任限额。但原保险期间经同意延长的不足十二个月的期间，应认为是前一期间的一部分，适用同一责任限额。

责任总限额

责任总限额是我们为**知识产权侵权损害**和**声誉损害**产生的所有**损失**应支付的总额。

责任限额因赔付而减少

我们给付的任何**损失**（包括**理赔费用**）都会减少责任限额。

我们依据主保险合同的“**附加给付**”条款给付的金额不会减少责任限额。

除外责任

石棉、与雇用有关的行为、增强、维修或预防费用、被保险人的财务困难、倍数的或惩罚性的损害或处罚、核、污染以及工伤补偿或类似法律的除外责任适用于**知识产权侵权损害**和**声誉损害**。主合同其他除外条款仍然适用。

新增除外责任

下述除外责任仅适用于**知识产权侵权损害**和**声誉损害**。

违约责任

本保险不适用于因违约引起的**知识产权侵权损害**或**声誉损害**。

持续的侵害行为

本保险不适用于因持续侵害引起的**知识产权侵权损害**或**声誉损害**，持续侵害是指在下述**保险合同到期之后（以后者为准），侵害行为仍然在持续：**

- A. 在本保险期间终止后；或
- B. 在本保险终止后，随后续保或替代的我们或我们的关联公司签发给您的保险合同，该等保险合同仍然适用于知识产权侵权损害和声誉损害，且在保险合同有效期内上述侵害行为一直在持续。

合同

本保险不适用于被保险人依据合同或协议必须承担赔偿责任的知识产权侵权损害或声誉损害。

本项除外责任不适用于下列损失的责任：

- A. 即使该合同或协议不存在，被保险人仍需承担的赔偿责任；或
- B. 据被保险人与被许可人之间的书面协议，因被许可人（依该等协议规定）使用被保险人的知识产权，而导致被保险人需要承担的被许可人的责任。

犯罪或欺诈

本保险不适用于因被保险人实施的或在其同意或明知的情况下进行的任何犯罪或欺诈行为而引起的知识产权侵权损害或声誉损害。

预期或故意损害

本保险不适用于因被保险人或其代表所实施的侵害行为而引起的知识产权侵权损害或声誉损害，若：

- A. 被保险人故意实施此等行为；或
- B. 理性者若身处被保险人的情况，可合理预期此等损害。

违反陈述或保证

本保险不适用于因商品、产品或服务不符合耐用性、适用性、性能、质量或使用的任何电子、口头、书面或其他声明或保证而引起的知识产权侵权损害或声誉损害。

政府索赔或法律程序

本保险不适用于任何与政府机构或其代表进行的任何索赔或法律程序而导致的任何损失、支出或费用。

本除外责任不适用于：

- 被保险人在没有此等索赔或法律程序的情况下本应承担的损失责任。
- 此等索赔明确由非政府当局的其他个人或机构提出。

专利或商业秘密

本保险不适用于任何个人或机构（包括任何被保险人）因拥有：

- 专利；或
- 任何对商业机密或保密信息或非个人信息享有的权利或法律认可的利益；

而提出任何实际或声称的：

- 主张；或
- 侵权或违规；

导致的、造成的或在任何方面与之相关的任何实际或声称的知识产权侵权损害或声誉损害。

无论在没有任何此等实际或声称的主张、侵权或违规的情况下，此保险是否适用于任何此等实际或声称的损害或损失的全部或部分，本除外责任均适用。

先前侵害行为

本保险不适用于在保险合同期限开始之前因任何首次实施的侵害行为而造成的知识产权侵权损害或声誉损害。

含有虚假信息的出版物

本保险不适用于由被保险人或经被保险人同意以任何电子、口头、书面或其他形式出版的内容或资料而引起的知识产权侵权损害或声誉损害，若：

- 被保险人知悉此等内容或资料含有虚假信息；或
- 理性认识在相同的情况下应知悉此等内容或资料存在虚假信息。

第三方内容提供商

本保险不适用于任何个人或机构因：

- A. 为任何被保险人创建、设计、开发或提供任何内容、资料或服务；或
- B. 此等个人或机构乃是上文 A 段所述任何个人或机构的受让人或继承人；

并因此等内容、资料或服务而遭受的任何知识产权侵权损害或声誉损害。

无论任何此等内容、资料或服务是否由任何被保险人共同创建、设计、开发或提供，本除外责任条款均适用。

错误的价格描述 本保险不适用于因商品、产品或服务价格的错误描述而引起的知识产权侵权损害或声誉损害。

除外责任 仅就知识产权侵权损害和声誉损害而言，适用下述除外责任条款：

人身伤害 本保险不适用于任何个人遭受的任何身体上的：

- 伤害；
- 不适；或
- 疾病；

包括在任何时间由此造成的任何死亡、羞辱、心理痛苦、心理伤害或震惊。

财产损失 本保险不适用于任何实际上或声称的损害、损失、费用或开支，如该损害起因于任何有形财产的实际上、声称的或可能会发生的：

A. 物质损害；或

B. 该等有形财产无法使用或功能减弱与任何物质损害有关；

无论本保险在没有该实际上、声称的或可能会发生的损害或损失的情况下，是否适用于全部或部分该等实际上的或声称的损害、损失、费用或开支。

合同或执照的维持 本保险不适用于在任何时候由于实际、声称或可能：

- 无法实行、维持、取得或保护；或
- 取消、失效、修正、不续约、废止、暂停或其他损害；

全部或部分被保险人在任何时候有义务维持、取得或保护的任何保证、保险、租约、执照、命令、许可或其他合同或协议，所导致的损失。

内容、资料或其他财产或服务召回 本保险不适用于您或他人因撤回、召回、检查、修理、更换、调整、移除或处置任何：

- 内容、资料或其他财产；或
- 服务；

而产生的任何损失、费用或开支。

本除外责任条款不适用于损失定义的 A. 2. b. 分段所述的理赔费用。

延长索赔通知期限 仅就知识产权侵权损害和声誉损害而言，“如何适用延长索赔通知期限”适用下述约定：

如何适用延长索赔通知期限 延长索赔通知期限：

A. 只适用于在延长索赔通知期限内，**被保险人**收到索赔并已书面通知我们的案件，且导致损害或侵害的侵害行为第一次发生的时间是在承保明细表所列明的追溯日之后或保险期间终止之前的索赔案件。

B. 并不：

1. 延长保险期间或改变承保范围；

2. 恢复或增加责任限额；或

3. 适用于任何在本延长索赔通知期限开始之前已全部或部分通知我们或其他保险人的任何违法行为、索赔、诉讼或其他情况。

C. 一旦生效不得取消。

D. 应以批单方式附加并收取额外保费后，依以下规定处理方可适用。

如果本保险附加延长索赔通知期限，则该期限自保险期间结束后开始，持续不超过三年。凡是在延长索赔通知期限内初次提出并通知我们的索赔，视为在本保险的保险期间内提出的索赔。

您必须在保险期间终止后 30 天内以书面提出附加延长索赔通知期限的请求。延长索赔通知期限在您按时给付到期的额外保险费前，不发生效力。

我们将依据我们的规范及费率的规定决定延长索赔通知期限批单的额外保险费。额外保险费应不超过本保险年保费的二倍。

延长索赔通知期限批单应列明符合本条款规定而在延长索赔通知期限适用的条款，包括延长索赔通知期限开始后，如有任何其他有效的保险，则本保险仅作为其超额保险的规定。

一般条款

仅就**知识产权侵权损害和声誉损害**而言，保险合同“一般条款”中且标题为“发生过错行为、索赔或诉讼时的义务”和“状况的通知”适用下述约定：。

发生侵害行为、索赔或诉讼时的义务

- A. 必须严格遵守下面规定的所有要求，无论我们是否因未能满足这些要求而受到损害。
- B. 您必须确保一旦发生可能导致索赔的情况，而该索赔将涉及我们或其它保险人时，应及时通知我们或其它保险人。前述通知应包括：
1. 该情况如何、何时及在何处发生；
 2. 任何受害个人或机构及任何证人的姓名及住址；以及
 3. **侵害行为**导致的损害的性质及发生地点。
- 侵害行为的**通知并不构成索赔的通知**。
- C. 如果任何被保险人接获索赔或诉讼通知，您必须：
1. 立即记录索赔或诉讼的明细及收件日期；
 2. 尽早通知我们及其他相关保险人；并且
 3. 确保我们尽早收到有关索赔或诉讼的书面通知。
- D. 您及其它相关的**被保险人**必须：
1. 立即将收到与**索赔或诉讼**相关的任何请求、通知、传票或法律文件的复件送交给我们；
 2. 授予我们取得记录或其它资讯的权利；
 3. 与我们及其它保险人合作，以进行：
 - a. 索赔案件的调查或赔付；或
 - b. 诉讼的辩护。
 4. 同意我们在合理的情况下进入您的营业场所，取得您的记录及其它信息；以及
 5. 在我们提出请求后，协助我们行使因本保险可能适用的损失对**被保险人**可能负有责任的个人或机构的权利。
- E. **被保险人**未经我们事先的书面同意不得对任何**索赔或诉讼**承担责任或提议和解。
- F. **被保险人**除自行承担外，未经我们书面同意不得进行任何支付、承担任何责任或任何费用。
- G. 与本保险有关的通知，应以书面寄送下列地址：：

索赔通知：

理赔部经理

华泰财产保险有限公司

地址如明细表所记载

其他通知：

核保经理

华泰财产保险有限公司

地址如明细表所记载

状况的通知

- A. 若在本保险期间终止前，您得知已导致或可能导致本保险适用的损害的情形，对于该等损害的索赔将被视为在保险期间内已提出，如果：
1. 您确保我们在保险期间内尽快收到该状况的书面通知；且

-
2. 该索赔在下列期限终止之前首次针对任何**被保险人**提出并书面通知我们，以后到期者为准：
 - a. 本保险的保险期间；
 - b. 本保险的续保或替换保险的保险期间，且该保险是由我们或我们的关联企业签发给您；
 - c. 前述 A. 2. a. 或 A. 2. b. 所述的保险的延长索赔通知期限。

通知必须按照发生侵害行为、索赔或诉讼时的义务条款 A 项和 B 项的规定提供。

B. 承保范围：

1. 仅适用于针对任何被保险人在上述 A. 2. 所述适用期间内提出并书面通知我们的索赔，并且此等索赔乃针对并非在承保明细表所示追溯日期之前或于保险期间终止后的首次实施的侵害行为造成的损害导致的损失。
2. 并不：
 - a. 延长保单期限或增加所提供的保险范围；
 - b. 恢复或增加责任限额；或
 - c. 适用于任何：
 - i. 保险期间开始之前全部或部分向我们或任何其他保险人报告的任何侵害行为、索赔、**诉讼**或其他情形；或
 - ii. 任何其他保险（包括您购买的任何后续保险）已承保或将承保的索赔，但已用尽适用于此等索赔的保险金额的情况除外。

定义

本保险合同中以粗黑体字印刷的名词定义如下。

已同意的和解协议、石棉、理赔费用、雇员、被保险人、知识产权法律或权利、核、高级主管和诉讼的定义适用于**知识产权侵权损害和声誉损害**。

补充定义

下述定义仅适用于**知识产权侵权损害和声誉损害**。

知识产权侵权损害

知识产权侵权损害：

- A. 指个人或机构遭受的侵犯其下述权利的行为造成的损害（**声誉损害**除外）：
1. 集体商标、服务商标或其他商标化的名称、口号、标语或抬头；
 2. 版权，包括：
 - 软件或其来源内容或资料；
 - 其他计算机代码或其来源内容或资料；或
 - 用于控制或促进任何计算机或其他自动化系统的任何操作或其他用途的其他表述、方法或过程。
 3. 经法律认可的特定产品设计的权利；
 4. 下述各项名称：
 - a. 商品、产品或服务；
 - b. 机构；或
 - c. 其艺术或文学作品的标题；或
 5. 与其商品、产品或服务有关的口号；或
 6. 滥用保密信息或违反保密义务。

声誉损害

声誉损害是指因网络或任何其他媒体上以电子、口头、书面或其他形式出版的资料的引起的损害（**知识产权侵权损害**除外），若该等资料：

- A. 贬低个人或机构的商品、产品或服务；
- B. 中伤或诽谤个人或机构；或

- C. 侵犯个人的下述权利：
1. 隐私权；或
 2. 形象权。

损失

损失：

- A. 指：
1. 依法应由**被保险人**负法律赔偿责任的损害；
 2. 用于寻求与我们调查或解决的索赔或我们辩护的针对**被保险人的诉讼**相关的：
 - a. 损害赔偿；或
 - b. 禁令救济。的**理赔费用**。

其余条款与条件维持不变。

This Endorsement applies to the Policy described above.

COVERAGE

**INTELLECTUAL
PROPERTY
INFRINGEMENT
INJURY AND
REPUTATIONAL
INJURY LIABILITY
COVERAGE**

Subject to all of the terms and conditions of this insurance, we will pay **loss** by reason of liability imposed by law for **intellectual property infringement injury** or **reputational injury** to which this coverage applies.

This coverage applies if:

- A. such offense was first committed after the Retroactive Date shown in the Declarations or before the end of the policy period; and
- B. a claim by a person or organisation for damages for such **loss** is both first made against any **insured** and reported to us in writing:
 1. during:
 - a. the policy period; or
 - b. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance contract; or
 2. in accordance with the provisions of the condition titled **Notice Of Circumstances**.

The amount we will pay for **loss** under this insurance is subject to:

- allocation as described in the **Allocation** section of this contract;
- the deductible shown in the Declarations; and
- the Coinsurance Percent shown in the Declarations;
- the Limits Of Insurance as described in the **Limits Of Insurance** section of this contract.

We may at any time, at our discretion, pay the applicable **Limit Of Insurance** that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable **Limits Of Insurance**.

Other than as provided in the **Investigation, Defence And Settlements** and **Supplementary Payments** sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Only with respects to **Intellectual Property Infringement Injury and Reputational Injury**, the provision titled **Investigation, Defence And Settlements** is deleted and replaced with the following.

**Investigation,
Defence And
Settlements**

Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the **insured**. We may, at our discretion, require you to defend the **insured**. If we require you to defend the **insured**, then you must select and retain the lawyer to represent the **insured**:

- from a list of lawyers supplied to you by us; or

-
- with our prior written consent.

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

If a **suit** is brought, we will pay reasonable lawyer fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend:

- the **insured**; and
- if applicable, the party indemnified by the **insured**, provided the obligation to defend, or the cost of the defence of, such party has been assumed by such **insured** in an **insured contract**.

We may, at our discretion, investigate any claim or **suit** and make any settlement, regardless of whether any claim has been made or any **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following provision is added.

Allocation

If a claim or **suit** to which this insurance applies includes both **loss** to which this insurance applies and **loss** not covered by this insurance, because such claim or **suit**:

- includes both covered and uncovered allegations or facts; or
- is made or brought against both an **insured** and others;

the **insureds** and we will use our best efforts to agree upon fair and proper allocation between the covered part and the uncovered part of **loss**.

If the **insureds** and we agree on an allocation of **loss**:

- we will pay only the part of **loss** so allocated to the covered part of the claim or **suit**; and
- you are required to pay the remainder, as incurred.

If the **insureds** and we cannot agree on an allocation:

- we will advance only eighty (80) percent of such loss; and
- you are required to advance the remainder, as incurred;

until a different allocation is arbitrated, judicially determined or negotiated.

Your failure to promptly pay any part of **loss** you are required to pay, as described above, shall be deemed a request by the first named **insured** to cancel this insurance as of the date such payment is due.

The provision titled Coverage Territory is deleted and replaced with the following.

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- applies anywhere, provided the insured's responsibility to pay damages, to which this insurance applies, is determined in a suit on the merits brought in XXXXX or in a settlement to which we agree.
- does not apply to any damages, loss, cost or expense in connection with any suit brought outside of XXXXX.

Who Is An Insured

Under Who Is Insured and only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provisions titled Subsidiary Or Newly Acquired Or Formed Organizations and Limitations On Who Is An Insured are deleted and replaced with the following.

*Subsidiary Or Newly
Acquired Or Formed
Organisations*

If there is no other insurance available, the following organisations will qualify as named **insureds**:

- C. a XXXXX incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
- D. a XXXXX incorporated or registered subsidiary organisation of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for intellectual property infringement injury or reputational injury first sustained no later than:
 - 1. 30 days after such acquisition or formation is executed; or
 - 2. the end of the policy period;whichever comes first.

*Limitations On Who
Is An Insured*

- E. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a named **insured** in the Declarations.
- B. No person or organisation is an insured with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organisation whose assets, business or organization you acquire, either directly or indirectly, for any **intellectual property infringement injury** or **reputational injury** arising out of an offense first committed, in whole or in part, before such acquisition is executed.
- C. No person or organisation is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets you acquire;
 - 2. conduct of any person or organisation whose assets, business or organisation you acquire; or
 - 3. conduct of any organisation you formduring the policy period, either directly or indirectly, for any **intellectual property infringement injury** or **reputational injury** arising out of any offense first committed later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first, unless:
 - you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; andyou accept such terms and conditions and pays such premiums promptly when due.

- D. No person or organisation is an **insured** with respect to the conduct of any organisation:
1. that is incorporated or registered outside XXXXX; or
 2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside XXXXX.

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the section titled Limits Of Insurance is deleted and replaced with the following.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insured's**;
- claims made or **suits** brought; or
- persons or organisations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Aggregate Limit

The Aggregate Limit is the most we will pay for the sum of all **loss** for **intellectual property infringement injury** and **reputational injury**.

**Payments That Reduce
The Limits Of Insurance**

Any **loss** (including **claim adjustment expenses**) we pay will reduce the Limits Of Insurance. Payments we make under the Supplementary Payments section of this insurance contract will not reduce the Limits Of Insurance.

Exclusions

The Asbestos, Employment Practices, Enhancement, Maintenance Or Prevention Expenses, Financial Impairment Of Insureds, Multiplied Or Punitive Damages, Or Penalties, Nuclear Energy, Pollution and Workers Compensation Or similar Laws exclusions apply to Intellectual Property Infringement Injury and Reputational Injury.

Additional Exclusions

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following exclusions are added.

Breach Of Contract

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- C. this insurance; or
- D. a subsequent, continuous renewal or replacement of this insurance, that:
 1. is issued to you by us or by an affiliate of ours;
 2. remains in force while the offense continues; and
 3. would otherwise apply to **intellectual property infringement injury** and **reputational injury**.

Contracts

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to:

-
- A. the liability for **loss** that such **insured** would have in the absence of such contract or agreement.
- B. liability of a licensee assumed by the **insured** under a written contract with such licensee resulting from the use (specified in such contract) of **insured**'s intellectual property by the licensee.
-

Crime Or Fraud

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

*Expected Or
Intended Injury*

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
 - would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;
- to cause injury.
-

*Failure To Conform To
Representations Or
Warranties*

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

*Governmental Claims Or
Proceedings*

This insurance does not apply to any loss, cost or expense arising out of any claim or proceeding made by or on behalf of any governmental authority.

This exclusion does not apply to:

- the liability for **loss** that the **insured** would have in the absence of such claim or proceeding; or
 - such a claim that is made expressly on behalf of another person or organization, that is not a governmental authority.
-

Patents Or Trade Secrets

This insurance does not apply to any actual or alleged **intellectual property infringement injury** or **reputational injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any:

- patent; or
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information.

This exclusion applies regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

Prior Offenses

This insurance does not apply to **intellectual property infringement injury copyright** or **reputational injury** arising out of any offense first committed before the beginning of the policy period.

*Publications With
Knowledge Of Falsity*

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Third Party Content Providers This insurance does not apply to any **intellectual property infringement injury** or **reputational injury** sustained by any person or organization that:

C. creates, designs, develops or provides any content, material or service for any **insured**; or

D. is an assign or heir of any person or organization described in subparagraph A. above;

if such injury arises out of such content, material or service.

This exclusion applies regardless of whether any such content, material or service was jointly created, designed, developed or provided by any **insured**.

Wrong Description Of Prices This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of the wrong description of the price of goods, products or services.

Amended Exclusions Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following exclusions titled Bodily Injury, Damage To Property, Intellectual Property Laws or Rights, and Maintenance Or Licenses, Recall Of Content, Material Or Other Property Or Services are deleted and/or replaced with the following.

Bodily Injury This insurance does not apply to any physical:

- injury;
- sickness; or
- disease;

sustained by any person, including any resulting death, humiliation, mental anguish, mental injury or shock at any time.

Damage To Property This insurance does not apply to any actual or alleged damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened:

A. physical injury; or

B. because tangible property cannot be used or is less useful, in connection with any physical injury;

to any tangible property, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged damages, loss, cost or expense in the absence of any such actual, alleged or threatened injury or damage.

Maintenance Of Contracts Or Licenses This insurance does not apply to **loss** arising out of any actual, alleged or threatened:

- failure to effect, maintain, procure or secure; or
- cancellation, lapse, modification, nonrenewal, revocation, suspension or other impairment of;

in whole or in part at any time any bond, insurance, lease, license, order, permit or other contract or agreement that any **insured** is obligated to maintain, procure or secure.

Recall Of Content, Material Or Other Property Or Services This insurance does not apply to any loss, cost or expense incurred by you or others for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of any:

- content, material or other property; or
- service.

This exclusion does not apply to **claim adjustment expenses** described in subparagraph A. 2. b. of the definition of **loss**.

Extended Reporting Period Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provision titled How the Extended Reporting Period Applies is deleted and replaced with the following.

*How The Extended
Reporting Period
Applies*

The Extended Reporting Period:

- A. applies only to claims that are both first made against any **insured** and reported to us in writing during such period, for damages for injury caused by an offense that was not first committed before the Retroactive Date shown in the Schedule or after the end of the policy period.
- B. does not:
 - 1. extend the policy period or change the scope of coverage provided;
 - 2. reinstate or increase the Limits Of Insurance; or
 - 3. apply to any offense, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the Extended Reporting Period.
- C. may not be canceled once in effect.
- D. is available, only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the policy period and lasts no longer than three years.

Claims that are actually both first made and reported to us in writing during this Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase the Extended Reporting Period within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless the you pay the additional premium promptly when due.

We will determine the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Extended Reporting Period begins.

Conditions

Under Conditions and only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provisions titled Duties In The Event Of Wrongful Act, Claim Or Suit and Notice of Circumstance are deleted and replaced with the following.

*Duties In The Event Of
Offense, Claim Or Suit*

- A. There must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.
- B. You must see to it that we and any other insurers are notified as soon as practicable of any offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
 - 1. how, when and where the offense happened;
 - 2. the names and addresses of any injured persons and organisations and any witnesses; and
 - 3. the nature of any injury arising out of the offense.Notice of an offense is not notice of a claim.
- C. If a claim is made or **suit** is brought against any **insured**, you must:
 - 1. immediately record the specifics of the claim or suit and the date received;
 - 2. notify us and other insurers as soon as practicable; and

-
3. see to it that we receive written notice of the claim or suit as soon as practicable.
- D. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 2. authorise us to obtain records and other information;
 3. co-operate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defence against the suit;
 4. allow us all reasonable access to your premises, records and other information; and
 5. assist us, upon the request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.
- E. No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.
- F. No **insured** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- G. Notice to us under this insurance shall be given in writing addressed to:
- Notice of Claim
Claim Department Manager
Chubb Insurance Company Limited
At the address of the Company shown in the Declarations
- All other Notices
Underwriting Manager
Chubb Insurance Company Limited
At the address of the Company shown in the Declarations

*Notice Of
Circumstances*

- A. I If, prior to the end of the policy period, you become aware of a circumstance that has resulted or could result in injury to which this insurance applies, a claim for damages for such injury will be deemed to have been made during the policy period, provided:
1. you see to it that we receive written notice of such circumstance as soon as practicable and during the policy period; and
 2. such claim is actually both first made against any **insured** and reported to us in writing before the later of the end of:
 - a. the policy period of this insurance;
 - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to you by us or by an affiliate of ours;
 - c. any extended reporting period exercised under the insurance described in subparagraph A.2.a. or A.2.b. above.
- Notification must be in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Offense, Claim Or Suit.
- B. Coverage hereunder:

1. applies only to claims that are both first made against any **insured** and reported to us in writing during the applicable period described in subparagraph A.2. above for damages for **loss** caused by an offense that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.
2. does not:
 - a. extend the policy period or increase the scope of coverage provided;
 - b. reinstate or increase the Limits Of Insurance; or
 - c. apply to any:
 - i. offense, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
 - ii. claim that is covered under any other insurance (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

THE AGREED SETTLEMENT, ASBESTOS, CLAIM ADJUSTMENT EXPENSES, EMPLOYEE, INSURED, INTELLECTUAL PROPERTY RIGHTS OR LAWS, NUCLEAR MATERIAL, OFFICER AND SUIT DEFINITONS APPLY TO INTELLECTUAL PROPERTY INFRINGEMENT INJURY AND REPUTATIONAL INJURY.

Additional Definitions

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following definitions are added.

*Intellectual Property
Infringement Injury*

Intellectual property infringement injury:

A. means injury, other than **reputational injury**, sustained by a person or organization and caused by an offense of infringing upon their:

1. collective mark, service mark or other trademarked name, slogan, symbol or title;
 2. copyright including:
 - software or its source content or material;
 - other computer code or its source content or material; or
 - other expression, method or process designed to control or facilitate any operation or other use of any computer or other automated system.
 3. right recognized by statute to a specific product design;
 4. name of their:
 - a. goods, products or services;
 - b. organization; or
 - c. title of their artistic or literary works; or
 5. slogan pertaining to their goods, products or services; or
 6. misuse of confidential information or breach of duty of confidentiality
-

Reputational Injury

Reputational injury means injury, other than **intellectual property infringement injury**, caused by an offense of electronic, oral, written or other publication of material on the Internet or in any other medium that:

- A. disparages a person's or organization's goods, products or services;
 - B. libels or slanders a person or organization; or
 - C. violates a person's right of:
 - 1. privacy; or
 - 2. publicity.
-

Amended Definitions

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following definition is added.

Loss

Loss:

- A. means:
 - 1. damages that the **insured** becomes legally obligated to pay.
 - 2. **claim adjustment expenses** with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend, that seeks:
 - a. damages; or
 - b. injunctive relief.
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All other terms and conditions remain unchanged.