

苏黎世中国董监事及高级管理人员责任保险臻选 2015 版附加赔偿请求定义修正条款
（针对雇佣行为赔偿请求）

双方理解并同意，主险条款**第三条定义**的第3.6条以以下内容替换，原第3.6条内容不再适用：

3.6 赔偿请求是指：

3.6.1 因**第三方**认为存在任何事实上的**不当行为**而送达或提出的要求获得经济赔偿或非经济救济（包括强制救济）的书面请求；

3.6.2 以下列形式提起的民事、刑事、行政、监管法律程序或诉讼（包括任何反诉），以及仲裁/调解：

3.6.2.1 送达索赔函（或类似诉状）；

3.6.2.2 送达起诉书、信息或类似文书的回执（对于刑事诉讼）；或

3.6.2.3 送达指控**不当行为**的起诉通知或立案回执。

3.6.3 任一以下的**调查**：

3.6.3.1 在保险责任范围内针对**被保险个人**的**调查**，且调查机构书面认定可能对该**被保险个人**启动刑事、行政或监管程序；或

3.6.3.2 在保险责任范围内针对**被保险个人**的**调查**（包括美国证券交易委员会或类似的美国国家、地方政府机构或美国司法部进行的**调查**），且该**被保险个人**已收到传票或威尔斯通知书；或

3.6.3.3 任何**境外司法管辖区**的执法机关对**被保险个人**逮捕羁押或监禁超过二十四（24）小时；或

3.6.3.4 针对**被保险公司的调查**，即由监管**证券**买卖或买卖要约的政府、联邦、州级或省级机构（包括但不限于**美国证券交易委员会**）就**被保险公司**发行**证券**的买卖或买卖要约进行的**调查**，但仅限于对**被保险公司的**该项**调查**也同时持续针对公司的**董事、监事或高级管理人员**时。

赔偿请求还包括：

- (a) 保险责任条款 1.1、1.2 及 1.3 项下承保的**证券类赔偿请求**；
- (b) **雇佣行为赔偿请求**，但仅针对**被保险公司在【（填写国家）】**境外或其领地、属地以外司法管辖区，或依据**【（填写国家）】**或其领地、属地以外地区法律被提起**雇佣行为赔偿请求**；
- (c) **公司过失杀人诉讼**；
- (d) 仅限于保险责任条款 1.2 项下承保且符合扩展保险责任第 2.5 条的**引渡程序**；
- (e) **预调查事件**；
- (f) **剥夺资产和自由的程序**；
- (g) **环境管理不当赔偿请求**；
- (h) **安全防护事件**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险单所有其他条款、条件和限制保持不变。

Definition of Claim Amended (for Employment Claim)

It is hereby understood and agreed that Definition 3.6 **Claim** of this Policy is deleted in its entirety and replaced as follows:

3.6 **Claim** shall mean:

- 3.6.1 a written demand for monetary damages or non-monetary relief (including injunctive relief) served or brought by a **Third Party** alleging any actual or alleged **Wrongful Act**;
- 3.6.2 a civil, criminal, administrative, regulatory or arbitration/mediation proceeding (including any counter-claim) commenced by the service of
 - 3.6.2.1 a Claim Form (or similar pleading);
 - 3.6.2.2 return of an indictment, information or similar document (in the case of a criminal proceeding); or
 - 3.6.2.3 receipt or filing of a notice of charges, alleging a **Wrongful Act**.
- 3.6.3 an **Investigation**
 - 3.6.3.1 of an **Insured Persons**, in his or her capacity as such, once such **Insured Person** is identified in writing by such investigating authority as a person against whom a criminal, administrative or regulatory proceeding may be commenced; or
 - 3.6.3.2 of an **Insured Person** in his or her insured capacity as such, after the service of a subpoena or Wells notice upon such **Insured Person** (including an **Investigation** brought by the U.S. Securities and Exchange Commission or similar U.S. state or local agency (**U.S. SEC**) or the US department of Justice); or
 - 3.6.3.3 commencement by the arrest and detainment or incarceration for more than twenty-four (24) hours of an **Insured Person** by any law enforcement authority in a **Foreign Jurisdiction**; or
 - 3.6.3.4 of a **Company** by a government, federal state, or provincial agency that regulates the purchase or sale or offer to purchase or sell **Securities** (including but not limited to the **U.S. SEC**) in connection with the purchase or sale or offer to purchase or sell **Securities** issued by the **Company**, but only if and so long as such **Investigation** of the **Company** is also brought, and is continuously maintained, against a **Director or Officer**.

The term **Claim** shall also include:

- (a) a **Securities Claim** with respect to Insuring Clauses 1.1 and 1.2 and 1.3;
- (b) an **Employment Claim**, but only in respect of any **Employment Claim** brought outside the jurisdiction of or not pursuant to the laws of, [input country] or their territories and/or possessions.
- (c) a **Corporate Manslaughter Proceeding**;
- (d) an **Extradition Claim** solely with respect to Insuring Clause 1.2 and in accordance with Extension 2.5;
- (e) a **Pre-Claim Event**;
- (f) **Deprivation of Asset and Liberty Proceeding**;
- (g) **Environmental Mismanagement Claim, and**
- (h) a **Kidnapping Event**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.