

苏黎世中国董事、高级管理人员和公司责任险2009版附加修改无法获偿的财物损失的定义条款

双方理解并同意保单中第 2 部分“定义”之 2.29“无法获偿的财物损失”，被完全删除，并被如下段落替换：

2.29 **无法获偿的财物损失**是指下列**财务损失**：（1）**被保险公司**没有支付并且依据法律不得向**被保险人**赔付的款项；或（2）由于**财务减值**，被保险公司未能向被保险个人赔付的款项。

如果**保险人**根据此保险单或任何**国际保险项目保险单**支付**被保险公司**欠**被保险人的**赔付或垫付款项，**被保险公司**应向**保险人**提供同等额度报销，此额度成为**被保险公司**应付给**保险人的**即时到期款项。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同的所有其他条款、条件和限制维持不变。

Definition of Non-indemnifiable Financial Loss Revised

It is hereby understood and agreed that 2.29 **Non-Indemnifiable Financial Loss** of this Policy is deleted in its entirety and replaced by the following:

2.29 **Non-Indemnifiable Financial Loss** means **Financial Loss**: (1) that the **Company** has not indemnified and is not permitted to indemnify the **Insured** pursuant to law; or (2) that the **Company** unable to indemnify due to **Financial Impairment**.

If the **Insurer** or **ZURICH** pays under this Policy or any **International Program Policy** any indemnification or advancement owed to any **Insured** by any **Company**, then the **Company** shall reimburse the **Insurer** or **ZURICH** for such amounts and such amounts shall become immediately due and payable as a direct obligation of the **Company** to the **Insurer** or **ZURICH**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.