

苏黎世中国董事、高级管理人员和公司责任险2009版附加养老金托管人责任绝对除外条款

鉴于**保险人**收取了相应的保险费，双方理解并同意本保险单第9.5条被完全删除,并用以下内容替换：

- 9.5 指称、起因于、基于或归因于**被保险人**违背或违反了下列责任、义务或职责而提起的**索赔或调查**： (i) 《美国1974年雇员退休收入保障法》（或其任何修订案，第510 节除外）中所要求的责任、义务或职责； (ii) 美国或其任何领土或属地或世界上任何其他国家或司法管辖区有关养老金、红利分享、员工福利或社会保障计划方面的类似法规或规章，这些法规或规章是根据外国、联邦、州、省或当地的制定法（包括《英国1995年养老金法案》）制订的或与上述制定法有关；或 (iii) **被保险人在任由 (i) 被保险公司或 (ii) 任何外部机构**为其雇员运作或管理的任何养老金或养老信托基金、方案或项目的托管人时，违背或违反了任何法律、法规或普通法；

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险单的所有其他条款、除外责任和条件维持不变。

Absolute ERISA Exclusion

It is hereby understood and agreed that **Section 9 Exclusion, 9.5 Pension Trustee** is deleted in its entirety and replaced by the following:

- 9.5 alleging, arising from, based upon or attributable to or as a consequence of any infringement or violation of any of the responsibilities, obligations or duties imposed by: (i) the US Employee Retirement Income Security Act of 1974 (or any amendment thereof), except for Section 510; or (ii) any similar regulations or provisions in the United States or any territories or possessions thereof or any other country or jurisdiction around the world concerning pension, profit sharing or employee benefit programmes or social compensation plans arising under foreign, Federal, State, Provincial or local statutory laws or which relate in any way thereto, including the UK Pensions Act 1995; or (iii) any statute, regulation or common law whilst acting in the capacity of trustee of any pension or superannuation trust, plan or scheme operated by or at the behest of: (i) the **Company** or (ii) any **Outside Entity** for their respective employees;

All other terms, conditions and limitations remain unchanged.