

苏黎世中国董事、高级管理人员和公司责任险2009版附加未了责任保障条款(I)

以收取保费为前提，该保费被视为在本保单起保时全额赚取，双方理解并同意**保险人**对指称、起因于、基于或归因于任何发生于明细表第二项所载起保日期之后的**不当行为的索赔**引起的**财务损失**不承担赔偿责任。本保单仅对发生于明细表第二项所载起保日期之前的**不当行为**，并依据保单其他条款、条件和限制，承担赔偿责任。

而且双方理解并同意，保单如下内容被完全删除：

1. 第二部分定义下第 2.14 项**延长索赔报告期限**，包括保单中所有与此相关内容；
2. 第三部分扩展责任下第 3.1 项**延长索赔报告期限**；
3. 第八部分第 8.1 项**控制权变更**。

支付全部保费是**保险人**根据本附加条款承担任何责任的前提条件。

双方进一步理解并同意，

4. 保单第 10.8 项**合同解除**被完全删除并用以下内容替代：

10.8 合同解除

保险人不得以未收到保费之外的理由解除本保单。**投保人**或任何**被保险人**不得解除本保单。

5. 明细表中的保险期限被完全删除，并用以下内容替代：

第二项 保险期限

起始：

截至：

包括首尾当日在内，以第 1 项中注明的主要地址的当地标准时间为准。

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

Run-off Cover

In consideration of the premium charged, which shall be fully earned at the inception date of this Policy, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim** alleging, arising out of, based upon or attributable to any **Wrongful Act** that occurs after the inception date as stated in Item 2 of the Schedule. This Policy only provides coverage for **Wrongful Acts** occurring before the inception date as stated in Item 2 of the Schedule and subject to all of the other terms, conditions and limitations of this Policy.

The payment of the entire premium shall be a condition precedent to any liability of the **Insurer** under this Endorsement.

It is also understood and agreed that the following is deleted in its entirety:

1. Section 2 **Definition**, 2.14 **Extended Reporting Period**, including all references in this Policy;
2. Section 3 **Extensions to Cover**, 3.1 **Extended Reporting Period**;
3. Section 8, 8.1 **Change of Control**;

It is further understood and agreed that:

4. 10.8 **Cancellation** is deleted in its entirety and replaced by the following:

10.8 Cancellation

This Policy may not be cancelled by the **Insurer**, except for non-payment of premium. This policy may not be cancelled by the **Applicant** or any **Insured**.

5. The **Period of Insurance** as stated on the Schedule is deleted in its entirety and replaced by the following:

Item 2. **Period of Insurance:**

From:

To: both days inclusive

Local Standard Time at the Principal Address stated in Item 1.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.