

苏黎世中国董事、高级管理人员和公司责任险2009版附加民事罚款和罚金条款（III）

兹经双方理解并同意，本保险单主险条款**第三条扩展保险责任**增加以下扩展责任：

[3. XX] **民事罚款和罚金**

如果**董事或高级管理人员**由于其所任职务而遭受政府机构或监管部门提起的正式诉讼或审查，且该诉讼或审查直接起因于：

- (i) 该**董事或高级管理人员**行使其职务时发生的不当行为；
- (ii) **被保险公司的雇员**或任何其他自然人的不当行为，

则**保险人**将代为支付**董事或高级管理人员**应缴纳的民事罚款和罚金，但**保险人**支付的此类**财务损失**不包括：

- (i) **董事或高级管理人员**因其任何故意的、恶意的、犯罪的或欺诈的行为而被要求支付的罚款或罚金；
- (ii) 任何形式的刑事罚金；
- (iii) 任何与实际的或宣称的违法行为有关或由此产生的罚款或罚金，上述违法行为系指违反或不符合任何税务、社会保障缴款、**污染、污染物**或雇员工资的法律或行政法规；
- (iv) 法律规定的不可承保的罚款或罚金。

在此扩展条款下**保险人**的累计赔偿限额为【填入金额】，单人赔偿限额不超过【填入金额】（以下称“**分项赔偿责任限额**”）。该**分项赔偿责任限额**是保险单**赔偿责任限额**的一部分而非不额外增加保险单的**赔偿责任限额**。本扩展条款[3. XX]**民事罚款和罚金**适用保险单明细表第 5 项列明的**免赔额**。

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、条件和限制保持不变。

Civil Fines and Penalties Extension (III)

In consideration of the premium charged, it is hereby understood and agreed that the following additional Extension is hereby added to the Policy:

3.15 Civil Fines and Penalties

The **Insurer** will pay on behalf of any **Director or Officer** civil fines and penalties levied or imposed upon a **Director or Officer**, in his or her insured capacity, following an official proceeding or examination ordered or commissioned by any governmental or regulatory authority directly related to, either: (i) a **Wrongful Act** of such **Director or Officer** in their capacity as such; or (ii) a **Wrongful Act** committed by an **Employee** of the **Company** or any other natural person; provided, however, **Financial Loss** shall not include:

- (i) fines or penalties levied or imposed on a **Director or Officer** in connection with any intentional, malicious, criminal or fraudulent acts committed by such **Director or Officer**;
- (ii) any form of criminal fines or penalties;
- (iii) fines or penalties in connection with, or which are a consequence of, any actual or alleged violations of or non-compliance with any laws or regulations governing taxes, social security contributions, **Pollution, Pollutants** or employee wages; or
- (iv) fines or penalties considered uninsurable under the law.

Any payment(s) made by the **Insurer** under this Endorsement shall be limited, in the aggregate to the sum of **XXXXXX**, and the maximum payment per person shall be limited to **XXXXXX** (hereinafter "Sublimit of Liability"). This Sublimit of Liability shall form part of and not be in addition to the **Limit of Liability** of this Policy. **Deductibles** written in Item 5 of the Schedule shall apply to the cover available under this Paragraph 3.15.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.