

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(II)

考虑到所收取的保险费，双方理解并同意本保险单增加以下扩展条款：

[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，即正当选举或任命的**被保险公司的**董事或高管）被任何政府机构或监管部门提起正式诉讼或审查，且该等诉讼或审查应直接起因于(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**雇员的**不当行为**，则**保险人**将仅在保险责任 1.1 范围内代替**董事或高级管理人员**支付其应缴纳的民事罚款和民事罚金；但前提是本扩展责任不包括：

- (i) 针对**被保险公司的**罚款或罚金；
- (ii) 由于任何被保险人的任何故意的、恶意的或犯罪的行为而要求其支付的罚款或罚金；
- (iii) 由于任何人被判犯罪，包括重罪或轻罪，而要求其支付的罚款或罚金；
- (iv) 由于任何实际的或指称的违反或不符合任何税务、社会保障缴款、**污染、污染物或**雇员工资的任何法律或法规、或与之相关而须支付的罚款或罚金；
- (v) 根据法律、合同或约定，**被保险公司**应该补偿的罚款或罚金；或者
- (vi) 根据征收罚款或罚金所在地法律规定不可承保的罚款或罚金，或者根据解释本保险合同依据法律不可承保的罚款或罚金。

无论在何种情况下，本扩展责任不适用(a) 在美利坚合众国或其领地和/或属地内征收的；或 (b) 按照美利坚合众国或其领地和/或属地的法律征收的任何民事罚款或罚金。

本扩展责任承保的民事罚款或罚金构成**财务损失**，相应的正式诉讼或审查构成**索赔**。双方进一步理解并同意，在此扩展条款下**保险人**的（针对所有**被保险人**累计）最高赔偿金额限于且不超过本保单下**赔偿责任限额**的 10%（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**的一部分而非其补充。

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。

Civil Fines and Penalties Extension (Zurich)

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

3.15 Civil Fines and Penalties

The **Insurer** will pay, under insurance Cover 1.1 only, on behalf of any **Director or Officer** of the **Company** civil fines and civil penalties levied or imposed upon such **Director or Officer**, (in his or her capacity as a duly elected or appointed director or officer of the **Company**), by a governmental or regulatory authority following an official proceeding or examination first ordered or commissioned by such governmental or regulatory authority during the **Period of Insurance** and which are directly related to, either: (a) a **Wrongful Act** of such **Director or Officer** in their capacity as such; or (b) a **Wrongful Act** committed by an **Employee** of the **Company**; provided, however, the cover provided by this Extension shall not include:

- (i) fines or penalties levied or imposed against the **Company**;
- (ii) fines and penalties levied or imposed on an **Insured** in connection with any intentional, malicious or criminal conduct committed by such **Insured**;
- (iii) any form of fines or penalties levied upon a person convicted of crime or misdemeanor;
- (iv) 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;
- (v) fines and penalties which are indemnifiable by the **Company** pursuant to law, contract or agreement; or
- (vi) fines or penalties considered uninsurable under either the law where the fines and penalty was assessed or the law to which the contract is being construed.

Notwithstanding the foregoing, this extension shall not apply to any civil fines or penalties levied or imposed: (a) within the jurisdiction of; or (b) pursuant to the laws of, the United States of America or its territories and/or possessions.

Such civil fines and civil penalties shall, where covered under this Extension, constitute Financial Loss, and the relevant official proceeding or examination shall constitute a Claim. It is further understood and agreed that the **Insurer's** maximum payment of **Financial Loss** under this Extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the sum of 10% of the **Limit of Liability** of this Policy (hereinafter "**Sub-limit of Liability**") and this **Sub-limit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.

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- (vii) fines or penalties levied or imposed against the **Company**;
- (viii) fines and penalties levied or imposed on an **Insured** in connection with any intentional, malicious or criminal conduct committed by such **Insured**;
- (ix) any form of fines or penalties levied upon a person convicted of crime or misdemeanor;
- (x) 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;
- (xi) fines and penalties which are indemnifiable by the **Company** pursuant to law, contract or agreement; or
- (xii) fines or penalties considered uninsurable under either the law where the fines and penalty was assessed or the law to which the contract is being construed.

Notwithstanding the foregoing, this extension shall not apply to any civil fines or penalties levied or imposed: (a) within the jurisdiction of; or (b) pursuant to the laws of, the United States of America or its territories and/or possessions.

Such civil fines and civil penalties shall, where covered under this Extension, constitute Financial Loss, and the relevant official proceeding or examination shall constitute a Claim. It is further understood and agreed that the **Insurer's** maximum payment of **Financial Loss** under this Extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the sum of **10%** of the **Limit of Liability** of this Policy (hereinafter "**Sub-limit of Liability**") and this **Sub-limit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.