

苏黎世中国董事、高级管理人员和公司责任险2009版附加绝对证券发行、证券类索赔除外条款

根据本保险合同，**保险人**对可归因于或由以下事件引起的任何针对**被保险人的索赔**有关的**财务损失**（包括**抗辩费用**）或**调查费用**不承担赔偿责任：

- (i) 购买、销售、报价或询价来购买或销售**被保险公司或被保险公司的关联企业**的任何有价证券；或
- (ii) **被保险公司**所发行的有价证券的上市状况由美国存股证（ADR）的一个级别的改变为：
(1)美国存股证（ADR）的一个更高的级别（由 ADR 级别 I 更改为 ADR 级别 II，或由 ADR 级别 II 更改为 ADR 级别 III）；或(2)更改为直接挂牌上市或 ADR 级别 IV, 或**被保险公司的 ADRs** 挂牌上市更改为在一个新的证券市场或证券交易所挂牌上市；
- (iii) 由**被保险公司的**有价证券持有人直接、间接代表**被保险公司**或通过集体诉讼发起的**索赔**。

包括但不限于上面(i), (ii) 或 (iii) 中所提及的由任何的政府机构、监管部门、自我监管的实体、权力机构或任何有价证券持有人直接发起或间接衍生发起的向被保险公司或其普通股股票持有人索要赔偿金的索赔，或通过集体诉讼发起向被保险公司或其普通股股票持有人索要赔偿金的索赔，或其他任何索赔者发起的向被保险公司或其普通股股票持有人索要赔偿金的索赔；以及针对违反《一九三三年美国证券法》（修订版）、《一九三四年证券交易法》（修订版）、《一九七零年美国有组织犯罪控制法》(通常被称为《反犯罪组织侵蚀合法组织法》或 RICO)（修订版）第四部分的条款、根据在前面所述的所有法令中发布的规定或美国、加拿大的任何类似的联邦的、州的、地方的或省的法令、法规和法律（均无论是属于法规、成文法还是普通法）而发起的索赔。

本保险合同中所提及的**关联企业**是指如下的有关人员或者相关企业：(i)直接**控制**或通过一个或多个的中介机构或其他**关联企业**间接**控制被保险公司或被被保险公司控制**的个人或实体；或与**被保险公司**处于在**共同控制**之下的个人或实体；或 (ii)是**被保险公司**权益的继承者；术语“**控制**”（包括“**被控制**”和“**在共同控制之下**”）是指：拥有直接或间接的对个人或实体的管理方向的领导支配权，无论该领导支配权是通过拥有有表决权的有价证券、按照合同规定还是其他方式来行使。

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。

Absolute Security Offering/Security Claim Exclusion

The **Insurer** shall not be liable under this Policy to make any payment for **Financial Loss** (including **Defence Costs**) in connection with any **Claim** made against any **Insured**, or **Investigation** alleging, arising out of, based upon or attributable to:

- (i) the purchase or sale, or offer or solicitation of an offer to purchase or sell of any security of the **Company** or of an **Affiliate**; or
- (ii) any change in the listing status of **Securities** of the **Company** from one level of American Depositary Receipt (ADR) to, either: (1) a higher level of ADR (a Level I ADR to a Level II ADR, or a Level II ADR to a Level III ADR); or (2) to a direct listing or Level IV ADR, or any change in the listing of the **Company's** ADRs to a new market or exchange;
- (iii) any **Claim** brought by a security holder of the **Company**, whether directly, derivatively on behalf of the **Company** or by class action

including, but not limited to, any such **Claim** described in (i), (ii) or (iii) above, brought by any governmental or regulatory or self-regulatory entity or authority, or any security holder(s), whether directly, derivatively or by class action, or by any other claimant(s) alleging damage to the **Company** or its security holders, and any such Claim which alleges a violation of the provisions of the USA Securities Act of 1933 (as amended), the USA Securities Exchange Act of 1934 (as amended), Title IX of the USA Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or RICO), as amended, all regulations promulgated under all of the foregoing statutes or any other similar federal, state, local or provincial statutes, rules or laws of the United States or Canada, all whether statutory, regulatory or common law.

For the purpose of this exclusion, the term "**Affiliate**" means a person or entity that: (i) directly, or indirectly through one or more intermediaries or other **Affiliates**, **Controls** or **Is Controlled By**, or **Is Under Common Control With**, the **Company**, or (ii) that is a successor in interest to the **Company**. The term "**Control**" (including the terms "**Controlled By**" and "**Under Common Control With**") means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person or entity, whether through ownership of voting securities, by contract, or otherwise.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.