

## 苏黎世中国董事、高级管理人员和公司责任险2009版附加药品责任除外条款 (II)

双方理解并同意，**保险人**对针对任何**被保险人的**指称、起因于、基于或归因于提供或未能提供、提示或未能提示医学建议或治疗、或任何与**被保险公司**或任何**被保险人**研发、营销或制造的药品或类似产品的使用、效果或治疗有关的任何表述（包括但不限于该药品应当被何时使用及其效果）的任何**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。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同中所有其他的条款、条件和限制维持不变。

### Product Liability Exclusion (II) (pharmaceutical)

It is hereby understood and agreed that 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 Costs** alleging, arising out of, based upon or attributable to the rendering or failure to render or promotion of or failure to promote medical advice or treatment, or any representations made in connection with the use, effects or treatment of any drug(s) or similar product(s) developed, handled by or manufactured by the **Company** or any **Insured**, including, but not limited to, when such drug(s) should be used and its effects.

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