

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（I）

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、归因于或以任何方式直接或间接涉及如下方面的任何**索赔**有关的**财务损失**（包括**抗辩费用**），不承担赔偿责任：

1. **被保险公司**生产的、制造的、加工处理的、包装的、销售的、推广的、分销的、进行广告宣传的和/或研发的任何产品、技术或服务的效率、无效率、性能或性能不佳、健康或安全标准；
2. 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。

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。

Product Liability Exclusion (I) (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** alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:

1. the efficiency, inefficiency, performance or lack of performance, health or safety standards of any products, technologies or services manufactured, produced, processed, packaged, sold, marketed, distributed, advertised and/or developed by the **Company**;
2. 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.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.