

苏黎世中国董事、高级管理人员和公司责任险2009版附加补充股东派生索赔的赔偿费用条款

双方理解并同意，主险条款第3.9项以以下内容替换，原第3.9项内容不再适用：

3.9 股东派生索赔的赔偿费用

如果法院要求**被保险公司**支付索赔人在对**被保险个人**提起派生诉讼的过程中所产生的费用（以下简称“**股东派生索赔的赔偿费用**”），对该等费用本保险单可予赔付，但前提是该派生诉讼须构成本保险单承保范围内的**索赔或证券类索赔**。在本条扩展责任下的总赔付金额限于且不超过**分项赔偿责任限额[XXXX]**。根据主险条款第7.7项,该**分项赔偿责任限额**为本保单**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。

Indemnity Costs for Shareholder Derivative Claims Amended

In consideration of the premium charged, it is hereby understood and agreed that 3.9 of **Section 3 Extensions to Cover** of this Policy is deleted in its entirety and replaced by the following:

3.9 Indemnity Costs for Shareholder Derivative Claims

If the **Company** is ordered by a court to pay the costs of the claimants in pursuing a derivative action against **Insured Persons** (hereinafter **Indemnity Costs For Shareholder Derivative Claims**) this Policy is extended to pay such costs provided that such derivative action constitutes a **Claim** or **Securities Claim** otherwise covered under this Policy. The total payment made under this extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the **Sub-Limit of Liability** of **xxxxxxxx**. This **Sub-limit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy pursuant to the provisions of clause 7.7 above.

All other terms, conditions and limitations remain unchanged.