

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加被保险公司定义修正条款（不包括特殊目的机构）

考虑到所收取的保险费，双方理解并同意主险条款**第二条定义**的第 2.6 条以以下内容替换，原第 2.6 条内容不再适用：

- 2.6 **被保险公司**包括：
- 2.6.1 **投保人；**
 - 2.6.2 **投保人**过去、现在或将来的任何**子公司**（需满足本保险单第五条的条款和条件）；
 - 2.6.3 由**投保人**或其任何**子公司**独家控制或赞助的任何基金会或慈善信托基金，但在本定义中不包括任何形式的(i) 养老基金、养老信托基金或养老计划；(ii) 特殊目的机构或特殊目的实体；和
 - 2.6.4 在前述机构进入或被迫进入破产程序的情况下，指持有资产的债务人（或任何相关司法管辖区内具有等效地位的一方），如有。

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。

Company Definition Amended

In consideration of the premium charged, it is hereby understood and agreed that Definition 2.6 **Company** of this Policy is deleted in its entirety and replaced as follows:

- 2.6 **Company** shall mean:
- 2.6.1 the **Applicant**; and
 - 2.6.2 any past, present or future **Subsidiary Company** of the **Applicant** (subject to the terms and conditions of Section 5 of the Policy); and
 - 2.6.3 any foundation or charitable trust solely controlled or sponsored by the **Applicant** or any **Subsidiary Company** thereof; provided that this definition shall not include any pension or superannuation fund, trust or scheme; (ii) Special Purpose Vehicle or Special Purpose Entity; and
 - 2.6.4 in the event a bankruptcy proceeding shall be instituted by or against the foregoing entities, the resulting debtor-in-possession (or equivalent status in any applicable jurisdiction), if any.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.