

苏黎世中国董事、高级管理人员和公司责任险2009版附加诉讼费用条款

在法律允许的条件下，**保险人**应当代表任何**被保险人员**支付每个**被保险个人**在其国家的法院提起诉讼或进行诉讼抗辩的**起诉费用**，或向法院上诉以寻求在**保险期限**内解除或撤回的**法院命令**：

- (a) 没收该**被保险人员**的不动产或个人资产，收回该被保险人员对不动产或个人资产的所有权或控制权，延迟或冻结该被保险人员对不动产或个人资产的所有权。
- (b) 对该**被保险个人**的不动产或个人资产的收费
- (c) 暂时或永久禁止该**被保险人员**担任董事或管理人员的职务或履行**董事或管理人员**的职责。
- (d) 限制该**被保险人员**居住在国内指定地区或对该被保险人员进行**正式拘留**。
- (e) 因**被保险人员**被判定犯罪以外的其他任何原因在撤回其当前正当、有效的移民身份后将其驱逐出境。

以下附加的释义仅适用于此附加条款：

法院命令：是指与属于本保险合同保险责任范围内针对该**被保险人员**的**索赔**有关的针对该**被保险人员**的以下法院命令：

- (i) 临时的法院命令或法律程序进行中所作的非最后的法院命令。
- (ii) 与任何**被保险人员**驱逐出境有关的任何法律程序所作出的任何法院命令。

正式拘留：是指因针对**被保险人员**的、并未经控诉或尚没有作出有罪或应承担责任的司法裁决的**索赔**而将**被保险人员**限制居住在由政府或司法机构管理的或代表政府或司法机构管理的安全的、受监护的住所。

诉讼费用：是指**被保险人员**因提起法律诉讼或对法律诉讼进行辩护而发生的、事先经保险人同意的、合理的、必要的法律费用、成本和开支。

保险人根据本保险合同对所有**诉讼费用**的总计赔偿责任的最高限额为_____。该赔偿责任限额属于本保险合同赔偿责任限额的一部分，而不是额外的一部分。

术语“**财务损失**”包括**诉讼费用**。

本保险合同的所有条款、条件、责任免除和限制将适用于本附加条款所提供的保险责任。

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

Prosecution Costs

The **Insurer** will pay, where permitted by law, on behalf of any **Insured Person** such **Prosecution Costs** of each **Insured Person** to bring or defend proceedings in his national court or to appeal to seek to obtain the discharge or revocation of a **Judicial Order** entered during the **Period of Insurance** imposing:

- (a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such **Insured Person**;
- (b) a charge over real property or personal assets of such **Insured Person**;
- (c) a temporary or permanent prohibition on such **Insured Person** from holding the office of or performing the function of a director or officer (or equivalent) of any entity;
- (d) restriction of such **Insured Person's** liberty to a specified domestic residence or an **Official Detention**;
- (e) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Insured Person's** conviction of a crime.

Solely for the purposes of this endorsement the following additional definitions shall apply:

Judicial Order shall mean:

- (i) an interim or interlocutory judicial order; or
- (ii) with respect to any proceeding concerning the deportation of any **Insured Person**, any judicial order;

entered against an **Insured Person** in connection with a **Claim** against such **Insured Person** that is covered under an insurance cover of this policy.

Official Detention shall mean confinement of an **Insured Person** in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a **Claim** against such **Insured Person** and either without charge or without a judicial finding of culpability or liability in or for that **Claim**.

Prosecution Costs shall mean reasonable and necessary legal fees, costs and expenses, incurred by an **Insured Person** with the prior consent of the **Insurer**, to bring or defend legal proceedings.

The maximum limit of the **Insurer's** liability for all **Prosecution Costs** in the aggregate combined under this policy shall be . The **Sublimit of Liability** shall be part of and not in addition to the **Limit of Liability** of this Policy.

The term "**Financial Loss**" shall include **Prosecution Costs**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.