

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加除外责任 9.1 修正条款

鉴于**保险人**收取了相应的保险费，双方理解并同意主险条款**第九条除外责任**的第 9.1 条以以下内容替换，原第 9.1 条的内容不再适用：

9.1 指称存在以下情形或由以下情形引发或导致的**索赔或调查**：

9.1.1 **被保险人**获得其在法律上本无权获得的任何利益或财务上的好处；

9.1.2 **被保险人**有任何故意不诚实或故意欺诈的行为或不行为；

除非通过**被保险人的**书面供认书或相关诉讼或其他单独的诉讼或法律程序的判决或其他最终裁决可以确认**被保险人在**法律上无权获得该等利益或财务上的好处，或**被保险人的**确有上述故意不诚实或故意欺诈的行为或不行为，否则不得适用除外责任第 9.1.1 和 9.1.2 条（并且应预付**抗辩费用或调查费用**）。

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

Amendment of Exclusion 9.1

In consideration of the premium charged, it is hereby understood and agreed that 9.1 of **Section 9 Exclusion** of this Policy is deleted in its entirety and replaced by the following:

9.1 alleging, arising from, based upon, attributable to or as a consequence of:

9.1.1 any **Insured** having gained any profit or financial advantage to which he, she or it had or has no legal entitlement; or

9.1.2 any intentionally dishonest or intentionally fraudulent act or omission committed by an **Insured**;

exclusions 9.1.1 and 9.1.2 shall not apply (and **Defence Costs** or **Investigation Costs** shall be advanced), unless and until it is determined by a written admission by an **Insured**, or a judgement or other final adjudication in the underlying action against an **Insured** or in a separate action or proceeding, that such **Insured** had no legal entitlement to such profit or financial advantage or that such **Insured** committed such intentionally dishonest act or omission or intentionally fraudulent act or omission;

All other terms, conditions and limitations remain unchanged.