

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 9.8 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 9.8 条以以下内容替换，原第 9.8 条内容不再适用：

9.8 指称存在以下事实上的或被指控的**不当行为的索赔或调查**，或由以下事实上的或被指控的**不当行为**而引发或导致的**索赔或调查**： (i) 任何子公司的任何**被保险个人**的事实上的或被指称的**不当行为**；或 (ii) 子公司的事实上的或被指称的**不当行为**，但前提是，上述**不当行为**是在该子公司成为**子公司**之前或在该子公司不再是**子公司**之后发生的；

在确定本保险单第 9 条前述除外责任（第 9.2 和 9.3 条除外）的适用性时，不能把任何**被保险人的不当行为**归算给其他**被保险个人**。在确定保险条款第 1.2、1.3 和 1.5 条项下的保险责任时，仅可把**被保险公司**过去、现在或将来的首席执行官或首席财务官所做出的**不当行为**归算给**被保险公司**。

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 9.8

In consideration of the premium charged, it is hereby understood and agreed that 9.8 of **Section 9 Exclusion** of this Policy is deleted in its entirety and replaced by the following:

9.8 alleging, arising from, based upon, attributable to or as a consequence of any actual or alleged **Wrongful Act** of: (i) any **Insured Person** of any **Subsidiary Company**; or (ii) the **Subsidiary Company**, committed prior to such entity becoming a **Subsidiary Company** or after such entity ceases to be a **Subsidiary Company**;

No **Wrongful Act** of an **Insured** shall be imputed to any other **Insured Persons** for the purpose of determining the applicability of the foregoing exclusions in Section 9, other than exclusions in Sections 9.2 and 9.3, of this Policy. Only those **Wrongful Acts** knowingly committed by any past, present or future Chief Executive Officer or Chief Financial Officer of the **Company** shall be imputed to the **Company** for the purposes of determining the cover under insuring clauses 1.2, 1.3 and 1.5.

All other terms, conditions and limitations remain unchanged.