## 苏黎世董监事及高级管理人员责任保险单臻选 2015 版 附加公司调查费用修正条款

双方理解并同意,本保险单第二条扩展保险责任 2.4 公司调查被全部删除,并以以下内容替代:

## 2.4 公司调查

保险人还将代被保险个人支付因对被保险公司事务进行调查而产生的调查费用。

本扩展保险责任项下的赔偿仅限于当**官方机构**依法书面要求**董事、监事或高级管理人员**出席针对**被保险公司**事务进行的**调查**时所发生的相关费用;但前提是,这些出席要求须于**保险期限**内首次提出,且**被保险人**须依照本保险单第 10.1 条的要求将针对被保险公司事务进行调查一事通知保险人。

本扩展保险责任中所述的针对**被保险公司**事务进行的**调查**,应视为在**董事、监事或 高级管理人员**被首次书面要求出席该**调查**时首次发生:

2.4.1 对任何被保险个人进行检查、访谈或取证;或者

2.4.2 出具来自被保险个人的文件,

与该调查、听证或质询有关。

直接由该**调查**引起的**调查费用**应构成**财务损失**。双方进一步理解并同意,**保险人**在本扩展保险责任项下对所有**被保险人**的**财务损失**的最高赔付总额应限于且不超过明细表第 4(ii) 项中所列的**分项赔偿责任限额**。

本扩展保险责任是对定义部分中的调查和被保险个人的补充,故不适用于原定义。

所有其他条件、条款及限制保持不变。

## **Company Investigation Costs Amended**

It is hereby understood and agreed that 2.4 Company Investigation in Section 2 Extensions to Cover of this Policy is deleted in its entirety and replaced by the following:

## 2.4 <u>Company Investigations</u>

The Insurer will pay Investigation Costs of an Insured Person that arises from an Investigation into the affairs of the Company.

Indemnity under this extension arises only when, and is in relation only to costs incurred after, such **Director or Officer** is legally required in writing to attend such **Investigation** into the affairs of the **Company** at the behest of an **Official Body**, provided that such requirement to attend first arises during the **Period of Insurance** and the **Insured** notifies the **Insurer** of such **Investigation** into the affairs of the **Company** pursuant to the requirements of section 10.1 of this Policy.

An **Investigation** into the affairs of the **Company** as described in this extension shall be deemed to be first made when the **Director or Officer** is first so required in writing to attend such **Investigation**:

- 2.4.1 to examine, interview or depose an Insured Person; or
- 2.4.2 for the production of documents from an **Insured Person**, in connection with such investigation, hearing or inquiry.

**Investigation Costs** arising directly from such **Investigation** shall constitute **Financial Loss**. It is further understood and agreed that the **Insurer's** maximum payment of **Financial Loss** under this extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the **Sub-Limit of Liability** indicated in Item 4(ii) of the Schedule.

This extension shall be in addition to (and shall not apply to) an **Investigation** of **Insured Persons** as defined.

All other terms, conditions, and limitations remain unchanged.