

苏黎世董监事及高级管理人员责任保险单臻选 2015 版附加

危机管理费用扩展条款

双方理解并同意，**保险人**对于**危机管理费用**负赔偿责任，不论**保险期限**内**危机管理事件**发生的次数，其最高累计赔偿额为[填写金额]，该限额为本保险单**赔偿责任限额**的一部分，不能额外计算。**保险人**应在**危机管理费用**发生的[填写天数]天之内收到**投保人**的书面请求。**投保人**故意或因重大过失未在上述期限内通知**保险人**，致使**危机管理费用**难以确定的，**保险人**对无法确定部分不承担赔偿责任。

明细表第 5 项**免赔额**不适用本条款。

适用本条款项下约定时，本保险单增加以下定义：

- (a) **危机管理费用**是指符合下列条件**危机管理公司**在提供**危机管理服务**时收取的合理费用和发生的合理支出，包括合理的印刷、宣传、邮寄或资料费、以及**被保险人**或**危机管理公司**所发生的合理的差旅费：
- (i) 该项费用是**危机管理事件**未决期间或预期发生前[填写天数]天内**被保险公司**所发生的费用；
 - (ii) 不论**被保险人**是否遭受由**危机管理事件**引起的**赔偿请求**；
 - (iii) 或在**被保险人**遭受**赔偿请求**的情况下，不论该费用或支出发生于**赔偿请求**之前或之后。
- (b) **危机管理事件**是指依**被保险公司**首席财务官（或同等职位）的诚信意见，下列任何事件的发生已导致或合理推测将导致**被保险公司**证券受到重大影响：
- (i) 负面收入或销售通告：
被保险公司宣布过去或将来的收入或销售劣于以下所列任何一项：(i) **被保险公司**前一年度相同期间的收入或销售，(ii) **被保险公司**先前对该期间的收入或销售所作的公开声明或预测，或(iii)外部证券分析师对**被保险公司**的收入或销售发表的预测。
 - (ii) 丧失专利权、商标或著作权、或重要顾客或合约：
被保险公司宣布的因以下未预见情况发生损失：(I) **被保险公司**非因权利到期的原因丧失专利权、商标或著作权等知识产权；(II) **被保险公司**丧失重要顾客或客户；或(III)**被保险公司**丧失重要合约。
 - (iii) 产品召回或延误
被保险公司宣布其主要产品发生产品召回或未预见主要产品发生生产延误。
 - (iv) 集体侵权行为
被保险公司被公开宣称或被指控造成多人人身伤害、疾病、患病、死亡或精神损害，或造成多项有形财产的毁损或灭失，包括造成该等财产无法正常使用。
 - (v) 裁员或丧失重要管理人员
被保险公司宣布裁员，或宣布一位或多位重要管理人员死亡或离职。
 - (vi) 财务报告重述
被保险公司宣布重述之前已申报的财务报表。

- (vii) 取消或延迟红利发放
被保险人宣布取消或延迟之前通常定期发放的红利。
- (viii) 资产冲销
被保险人宣布将大幅度冲销资产。
- (ix) 债务重组或拖欠
被保险人宣布拖欠或计划拖欠其债务，或计划实施债务重组。
- (x) 破产
被保险人宣布将申请破产保护或**第三方**将申请**被保险人**申请破产；或**被保险人**面临破产程序（不论自愿或非自愿）。
- (xi) 政府或监管诉讼
被保险人宣布面临或可能面临诉讼、政府或监管程序。
- (xii) 要约收购
要约收购指不论公开宣布或私下行动，**被保险人**或任何**被保险人的**关联方之外的个人或机构自愿向**被保险人**书面要约或出价，且该要约或出价将导致**被保险公司的控制权变更**。

但**危机管理事件**不包括与下列事项有关的任何事件：

- (i) 在本保险单所续保或所代替或及时接续的任何保险单中已提出的**赔偿请求**、或已通知的任何情况；
- (ii) 在本保险单生效时的任何未决或已发生的法律诉讼；
- (iii) 实际或被指称的或有可能的**污染物**排放、散布、渗漏；或任何对于测试、监控、清理、去除、控制、处理**污染物**或除去、中和**污染物**毒性等工作的指示或要求；
- (iv) 含有核物质的高危险物，但因拥有、操作、建造、管理、规划、维护或投资于任何核设施而引起的**危机管理事件**不在此限。

危机管理事件所使用的各项标题仅出于便利目的，不成为承保范围条款或条件的一部分。

危机管理事件应在**被保险人**首次知悉时开始，并在**危机管理公司**告知**被保险人**危机已不存在或**危机管理费用**责任限额[填写金额币种]用尽两种状况中较早发生者发生时结束。

- (c) **危机管理公司**指经保险人事前书面明确同意的顾问公司或律师事务所。
- (d) **危机管理服务**指危机管理公司对于**被保险人**就如何尽量降低因**危机管理事件**对**被保险公司**所造成的潜在损害而提供的建议，包括（但不限于）维护并重建投资人对**被保险公司**的信心。
- (e) **被保险公司证券受到重大影响**指于二十四小时内，**被保险公司证券**价格下跌幅度超过[填写指数名称]指数变动幅度[填写数字]%以上或每股净价下跌[填写数额币种]以上。

本保险单的所有其他条款、除外责任和条件维持不变。

Crisis Management Costs

It is hereby understood and agreed that the **Insurer** will pay **Crisis Management Costs** up to a limit of [input amount] (in the aggregate), which shall be part of and not in addition to the **Limit of Liability**, regardless of the number of **Crisis Management Events** occurring during the **Period of Insurance**, but only upon receipt by the **Insurer** of a written request from the **Policyholder** within [input number] days of those **Crisis Management Costs** being incurred. Where **Crisis Management Costs** being incurred are not notified in a timely manner intentionally or due to gross negligence, with the result that it is difficult for the **Insurer** to determine the nature, cause and extent of such costs, the **Insurer** shall not bear the obligation of indemnity or payment of insurance benefits for the part unable to be determined.

None of the **Deductible** written in Item 5 of the Schedule shall apply to the cover available under this endorsement.

Solely in respect of this Endorsement, the following Definitions are added to the Policy:

- a. **Crisis Management Costs** shall mean reasonable fees, costs and expenses of the **Crisis Management Firm** in the performance of **Crisis Management Services**, including reasonable costs of printing, advertising, mailing, materials and travel by any **Insured** or the **Crisis Management Firm**:
 - (i) incurred by the **Company** during the pendency of or within [input number] days prior to and in anticipation of, the **Crisis Management Event**; and
 - (ii) regardless of whether a **Claim** is ever made against an **Insured** arising from the **Crisis Management Event**; and
 - (iii) in the case where a **Claim** is made against an **Insured**, regardless of whether such fees, costs and expenses are incurred prior to or subsequent to the making of the **Claim**.
- b. **Crisis Management Event** shall mean one of the following events which, in the good faith opinion of the Chief Financial Officer (or equivalent) of the **Company**, did cause or is reasonably likely to cause, a **Material Effect** on the **Company's** common stock price:
 - (i) Negative earning or sales announcement
The public announcement of the **Company's** past or future earnings or sales, which is substantially less than any of the following: (I) the **Company's** prior year's earning or sales for the same period; (II) the **Company's** prior public statements or projections regarding earnings or sales for such period; or (III) an outside securities analyst's published estimate of the **Company's** earnings or sales.
 - (ii) Loss of a patent, trade mark or copyright or major customer or contract
The public announcement of an unforeseen loss of: (I) the **Company's** intellectual property rights for a patent, trade mark or copyright, other than by expiration; (II) a major customer or client of the **Company**; or (III) a major contract entered into by the **Company**.
 - (iii) Product recall or delay
The public announcement of the recall of a major product of the **Company** or the unforeseen delay in the production of a major product of the **Company**.
 - (iv) Mass tort
The public announcement or accusation that the **Company** has caused bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.
 - (v) Loss of key executive officer(s)

The public announcement of employee layoffs, or the death or resignation of one or more key executive officer(s) of the **Company**.

(vi) Restatement of financial statement

The public announcement of a restatement of the **Company's** previously filed financial statement.

(vii) Elimination or suspension of dividend

The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the **Company**.

(viii) Write-off of assets

The public announcement that the **Company** intends to write off a material amount of its assets.

(ix) Debt restructuring or default

The public announcement that the **Company** has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

(x) Bankruptcy

The public announcement that the **Company** intends to file for bankruptcy protection or that a **Third Party** is seeking to file for involuntary bankruptcy on behalf of the **Company**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

(xi) Governmental or regulatory litigation

The public announcement of the commencement or threat of commencement of governmental litigation, or governmental or regulatory proceedings against the **Company**.

(xii) Unsolicited hostile takeover bid

An unsolicited written offer or bid by any person or entity other than an **Insured** or any affiliate of any **Insured**, whether publicly announced or privately made to the **Company**, that will cause a **Change of Control** of the **Company**.

Provided, however, that **Crisis Management Event** shall not include any event relating to:

- (i) any **Claim** which has been reported, or any circumstance (reasonably expected to give rise to a **Claim**) of which notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;
- (ii) any pending or prior litigation as of the Policy inception date;
- (iii) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- (iv) the hazardous properties of nuclear materials, provided, however, the foregoing shall not apply to any **Crisis Management Event** arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the **Crisis Management Event(s)** are solely for convenience and form no part of the terms and conditions of coverage.

A **Crisis Management Event** shall first commence when an **Insured** first becomes aware of the event and shall conclude at the earliest of the time when the **Crisis Management Firm** in conjunction with the **Insurer's** Claims Department advises the **Insured** that the crisis no longer exists or when **Crisis Management Costs** have exhausted the limit of [input amount].

- c. **Crisis Management Firm** shall mean any public relation firm or law firm with express prior written consent of the **Insurer**.
- d. **Crisis Management Services** shall mean those services performed by the **Crisis Management Firm** in advising the **Insured** on minimizing potential harm to the **Company** arising from the **Crisis Management Event** including, but not limited to, maintaining and restoring investor confidence in the **Company**.
- e. **Material Effect** shall mean that, within a period of twenty-four (24) hours, the price per share of **Company's** common stock shall decrease by the greater of [input amount] or [input number]% net of the change of [input Index name].

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.