

## 苏黎世中国董事、高级管理人员和公司责任险 2009 版附加不可废止条款

考虑到所收取的保险费，双方理解并同意主险条款第 10.3 条**责任可分性**以下内容替换，原第 10.3 条内容不再适用：

### 10.3 责任可分性

**保险人**依赖**投保单**的内容对本保险单进行承保，**投保单**应作为保险合同构成的基础，并视为本保险合同的一部分。

关于**投保单**中的声明、陈述和财务信息：

- 10.3.1 为确定是否可以获得本保险单下的赔付之目的，**被保险人在投保单中所做的任何声明，或被保险人所知悉的任何情况（包括与投保单有关的不实陈述或未尽披露），均不能归算给任何其他被保险个人；**
- 10.3.2 为确定**被保险个人的财务损失**是否可以获得保险条款第 1.2 和/或 1.5 条项下的赔付之目的，**被保险人在投保单中做出的声明，以及被保险人所知悉的情况（包括与投保单有关的不实陈述或未尽披露），均可归算给被保险公司；**
- 10.3.3 为确定**被保险公司的财务损失**是否可以获得保险条款第 1.3 和/或 1.5 条和/或企业实体雇佣行为赔偿责任项下的赔付之目的，只有**被保险公司的任何首席执行官和/或首席财务官（或同等高管或管理职位）在投保单中做出的的声明及其所知悉的情况（包括与投保单有关的不实陈述或未尽披露）可以归算给被保险公司。**

**保险人**进一步同意，对于并未做出任何错误陈述，也不知悉任何与**投保单**有关的错误陈述或不实陈述或未尽披露的**被保险个人**，其将不会为保险条款第 1.1 或 1.4 条项下的保险责任，试图废止或撤销本保险单或本保险单的任何可分割部分。

**保险人**进一步同意，如果**保险人**的废止或撤销救济手段仅仅是由于**被保险人**无意或疏忽间的未尽披露或不实陈述，**保险人**将不会试图废止或撤销本保险单或本保险单的任何可分割部分，包括保险条款第 1.3 条和企业实体雇佣行为赔偿责任。

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条款、条件和限制维持不变。

## Non Avoidance Endorsement

In consideration of the premium charged, it is hereby understood and agreed that 10.3 **Severability** is deleted in its entirety and replaced as follows:

### 10.3 **Severability**

In granting cover under this Policy the **Insurer** has relied upon the **Proposal** which forms the basis of this contract of insurance and shall be considered as incorporated in and constituting part of this Policy.

In respect of the declarations, statements and financial information of the **Proposal**:

- 10.3.1 no statement in the **Proposal**, made by any **Insured** or knowledge (including knowledge of any misrepresentation or non-disclosure with regard to the **Proposal**) possessed by any **Insureds** shall be imputed to any other **Insured Persons** for the purpose of determining the availability of cover under this Policy; and
- 10.3.2 the statements in the **Proposal** made by, and the knowledge (including knowledge of any misrepresentation or non-disclosure with regard to the **Proposal**), possessed by an **Insured Person** shall be imputed to the **Company** for the purposes of determining the availability of cover under insuring clause 1.2 and/or 1.5 in relation to the **Financial Loss** of that **Insured Person**; and
- 10.3.3 only the statements in the **Proposal** made by, and the knowledge (including knowledge of any misrepresentation or non-disclosure with regard to the **Proposal**), possessed by any Chief Executive Officer and/or Chief Financial Officer (or equivalent executive or management position) of the **Company** shall be imputed to the **Company** for the purposes of determining the availability of cover under insuring clause 1.3 and/or 1.5 and/or Employment Practices Entity Coverage in respect of **Financial Loss** of the **Company**.

The **Insurer** further agrees that it shall not seek to rescind or avoid this Policy, or any severable part of this Policy, with respect to cover under insuring clauses 1.1 or 1.4 for any **Insured Person** who did not make any wrongful statement or did not have knowledge of any wrongful statement or misrepresentation or non-disclosure with regard to the **Proposal**.

The **Insurer** further agrees that it shall not seek to rescind or avoid this Policy or any severable part of this Policy, including insuring clause 1.3 and Employment Practices Entity Coverage, where the **Insurer's** remedy of rescission or avoidance arises solely as a result of innocent or negligent non-disclosure or innocent or negligent misrepresentation by an **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.