

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加专业责任除外条款（保回股东  
诉讼及疏于监察）

鉴于**保险人**收取了相应的保险费，双方理解并同意，**保险人**对任何针对**被保险人的**指称、起因于、基于或归因于**被保险公司**或者任何**被保险个人**履行或者未能履行专业服务、或者任何相关的行为、错误或者失误的任何**索赔**有关**财务损失**不负赔偿责任。

尽管有前款规定，双方进一步理解并同意，本附加条款不适用于**被保险公司**的证券持有人以衍生、集体或直接诉讼而引发的**索赔**，但前提是此等**索赔**的提出和持续应当完全独立于**被保险公司**或者任何**被保险个人**，且完全不受引导、协助、积极参与、或者干预。本附加条款也不适用于任何因疏于监察或管理专业服务的作为与不作为而引发的**索赔**。

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。

**Professional Indemnity Exclusion (carve back with shareholder claim and failure to supervise)**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Company's** or any **Insured's** performance of or failure to perform professional services, or any act(s), error(s) or omission(s) relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Claim(s)** brought by a security holder of the **Company** in the form of a security holder derivative, class or direct action provided such security holder **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any **Insured** or the **Company**, or any **Claim** alleging a failure to supervise or manage those carrying out or failing to carry out such professional services.

All other terms, conditions and limitations remain unchanged.