

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）

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，且完全不受其引导、协助、积极参与、或者干预。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险单的所有其他条款、除外责任和条件维持不变。

Professional Indemnity Exclusion (carve back with shareholder claim)

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.

This exclusion shall not apply to any **Claim** brought or maintained by a **Securities holder** or group of **Securities holders** of the **Company** directly or derivatively without the solicitation, voluntary assistance, or participation of any **Insured**.

All other terms, conditions and limitations remain unchanged.