

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（保回衍生诉讼）

无论本保险单原本如何规定，双方理解并同意，

1. 提供或者未能提供任何与**被保险公司的**和/或**被保险个人的**业务有关的专业服务，或者任何**被保险公司**和/或**被保险个人**提供与上述事宜有关的建议，因此引起或者与此有关的**索赔**，**保险人**不负责赔偿。

但是，针对任何**被保险个人**指称由于未能监管任何提供或者未能提供上述专业服务的个人导致的**衍生诉讼**不适用本除外责任。

2. 适用以下附加定义：

衍生诉讼指由**被保险公司**的一位或者多位股东代表**被保险公司**提出并维持、无**被保险公司**或者**被保险个人**发起，也无需**被保险公司**或者**被保险个人**参与或者给予有关的指令。

本附加条款与主险条款相抵触之处，以本附加条款为准，本条的所有其他条款与条件保持不变。

Professional Indemnity Exclusion (carve back with derivative actions)

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that:

1. The **Insurer** does not make any indemnity payments in the event of **Claims** being filed as a result of or in connection with the rendering or failure to render professional services in connection with any **Company's** and/or **Insured Persons'** business or any advice proffered by any **Company** and/or **Insured Person** in connection with the above.

Provided, however, this exclusion does not apply to **Derivative Actions** being filed against any **Insured Person** alleging a failure to supervise those persons, who performed or failed to perform such professional services.

2. The following definition additionally applies:

Derivative Actions is a **Claim** made and maintained on behalf of a **Company** by one or more of its shareholders without this being done on the initiative of a **Company** or an **Insured Person** and without a **Company** or an **Insured Person** participating therein or giving instructions in this connection.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.