

## 苏黎世中国董事、高级管理人员和公司责任险 2009 版附加主要股东除外责任条款 (III)

兹经双方理解并同意，对于与下列情形有关的**财务损失**，**保险人**不负责赔偿：

- (1) 由**主要股东**发起的针对**被保险人的索赔**；
- (2) 由**被保险公司的**证券持有人通过直接或衍生诉讼发起的针对**被保险人的索赔**，但该证券持有人发起的**索赔**完全独立于**主要股东**且未受其干涉的不在此限。

为此，本保险单增加如下定义：

1. **主要股东**：是指直接或间接持有或控制**被保险公司**【**\_%**】以上(含本数)已发行有表决权股票的个人或机构。
2. **干涉**：包括诱导、自愿协助、积极参与或主动干预。

本除外责任不适用于任何仅在**控制权变更**日期之后才成为**主要股东**的个人或机构提出的**索赔**，即使该**索赔**与**控制权变更**日期和生效日前发生的**不当行为**相关。

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。

### Major Shareholder Exclusion (III) (Non-solicitation)

It is hereby understood and agreed that the **Insurer** shall not be liable for any **Financial Loss** in connection with any **Claim** against any **Insured** which are made by any individual(s) or entity/ies that own or control (whether legally or beneficially, directly or indirectly) XX (XX) percent or more of the outstanding voting stock of the **Company** (hereinafter "**Major Shareholder**"); or by any security holder of the **Company** whether directly or derivatively, unless such security holder's **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 **Major Shareholder**.

This exclusion will not apply to any **Claim** made by any individual(s) or entity/ies that only become a **Major Shareholder** from the time and date of a **Change of Control**, when such **Claim** relates to a **Wrongful Act** occurring prior to the time and effective date of such **Change of Control**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.