

苏黎世中国董事、高级管理人员和公司责任险2009版附加仅提供A类承保范围条款（无法获偿的财务损失）

以收取保费为前提，双方理解并同意对本保单做出如下修正：

1. 第一部分“**保险责任**”以以下内容替代：

第一条 保险责任

1.1 对被保险个人的保险责任

如果**被保险个人**被提出任何**索赔**，该**被保险个人**的相关**财务损失**将由**保险人**代其赔付，但如果（i）**被保险公司**已经赔偿或支付此等**财物损失**；或者（ii）根据任何适用的法律、合同或约定，**被保险公司**被允许、被要求或不被禁止赔偿或支付给**被保险个人**此等**财物损失**，则**保险人**将不再承担赔偿责任。

2. 新增如下除外条款：

保险人无须为针对**被保险人**提起的以下**索赔**引起的**财务损失**承担赔偿责任：

- a. 针对**被保险个人**提出的**索赔**，且（i）**被保险公司**已经做出赔偿或支付；或者（ii）根据任何适用的法律、合同或约定，**被保险公司**被允许、被要求或不被禁止做出此等赔偿或支付；
- b. 针对**被保险公司**提出的**索赔**。

3. 代位追偿权

在赔偿**索赔**之后，**保险人**有权行使**被保险人**享有的全部追偿权。**保险人**在代位行使上述权利的过程中，**被保险人**应给予一切合理协助，其中包括签署所有合理必要的文件使得**保险人**可以以**被保险人**的名义采取法律行动（包括但不限于因**被保险公司**不向**被保险人**支付赔偿而对**被保险公司**采取法律行动）。

除非通过有关人员的书面供认书或相关诉讼或其他单独的诉讼或法律程序的判决或其他最终裁决可以确认该等**被保险人**获取了非法利益或非法好处，或有故意不诚实或故意欺诈的行为或不行为，否则**保险人**将不得根据本保险单针对**被保险人**行使代位追偿权。

本附加条款与主险条款相抵触之处，以本附加条款为准，所有其他条款、条件和限制保持不变。

Side-A (Non-Indemnifiable Financial Loss) only

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (1) Insurance Cover Section 1 is deleted in its entirety and replaced by the following.

1.1 Insured Person Cover

The **Insurer** will pay on behalf of any **Insured Person** the **Financial Loss** of such **Insured Person** in respect of any **Claim** made against such **Insured Person**, except to the extent that the **Company**: (i) has indemnified or paid for such **Financial Loss**, or (ii) is permitted to pay or indemnify, required to pay or indemnify or not prohibited from paying or indemnifying such **Insured Persons** for such **Financial Loss**, pursuant to any applicable law, contract or agreement.

- (2) The Exclusions are hereby amended to include the following additional exclusions:

The **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim** made against:

- (a) an **Insured Person** for which any **Company**: (i) has indemnified or paid; or (ii) is permitted to, required to or not prohibited from paying or indemnifying on behalf of the **Insured Persons** pursuant to law, contract or agreement;
- (b) the **Company**.

- (3) **SUBROGATION**

Upon any payment of or towards any **Claim** the **Insurer** shall be entitled to assume conduct of all rights of recovery available to any **Insured** and all reasonable assistance shall be rendered to the **Insurer** in the prosecution of such rights by such **Insured** including the execution of such documents necessary to enable the **Insurer** effectively to bring suit in the name of the **Insureds**, including but not limited to an action against the **Company** for nonpayment of indemnity due and owing to the **Insureds** by the **Company**.

In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this Policy unless it is determined by an admission, a final judgement or other adjudication in the underlying action or in a separate action or proceeding that such **Insured** had obtained an illegal profit or advantage or committed an intentionally dishonest act or fraudulent act or a criminal act.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.