

### 苏黎世中国董事、高级管理人员和公司责任险2009版附加假定补偿条款

考虑所收取的保险费，双方理解并同意，为了适用本保险合同的**财务损失**，**被保险公司**将被确定地认为已经按法律或协议或**被保险公司**的章程、规章制度、运营协议或类似文件所允许的、或所要求的、或没有禁止的最大程度对**被保险人**进行赔偿（在此被认为采纳了法律确定或定义该获得赔偿的权利的最宽泛条款）。**被保险公司**同意按法律所允许的最大程度对**被保险人**进行赔偿（包括法庭要求的最大诚信原则的应用）。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同的所有其他条款、条件和限制维持不变。

#### **Presumptive Indemnification (I)**

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of the applicability of this policy to **Financial Loss**, the **Company** will be conclusively deemed to have indemnified the **Insureds** to the maximum extent that the **Company** is permitted or required or not prohibited pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **Company** (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The **Company** hereby agrees to indemnify the **Insureds** to the fullest extent permitted by law including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.