

苏黎世中国董事、高级管理人员和公司责任险2009版附加公司调查费用补充条款 (承保美国调查费用)

双方理解并同意完全删除保单第3.4项，并以如下内容替换：

3.4 公司调查

保险人还将代**董事或高级管理人员**支付对**被保险公司**事务进行**调查**而引起或导致的**调查费用**。

本扩展保险责任项下的赔偿，仅限于当有合法权利调查**被保险公司**事务的监管机构、政府机关、政府机构或正式行业组织发出命令，书面要求**董事或高级管理人员**出席**调查**时，之后所发生的相关费用；但前提是，这些出席要求须于**保险期限内**首次提出，且**被保险人**须依照本保险单第10.1条的要求将**调查**一事通知**保险人**。

本扩展保险责任中所述的**调查**，应视为在**董事或高级管理人员**被首次书面要求出席**调查**时首次发生。

这些**调查费用**应构成**财务损失**。各方进一步理解并同意，**保险人**在本扩展保险责任项下对所有**被保险人的财务损失**的最高赔付总额应限于且不超过明细表第4(i)项中所列的**分项赔偿责任限额**（以下简称“**分项赔偿责任限额**”）；根据本保险单第7.7条的规定，该**分项赔偿责任限额**是本保险单**赔偿责任限额**的一部分而非其补充。

（可选）

[明细表中第5(v)和(vi)项列出的**免赔额**分别适用于本扩展条款下由以下情形导致的**财务损失**：

(v) 每次**美国调查**，即全部或部分 (a) 在美利坚合众国或其领地和/或属地内提起或启动的；或 (b) 按照美利坚合众国或其领地和/或属地的法律提起或启动的任何**调查**，包括但不限于由**美国证券交易委员会**提起或启动的**调查**；

(vi) 每次**非美国调查**，即不属于**美国调查**的**调查**。

**保险人**的赔偿责任仅限于**财务损失**中超出明细表中相关**免赔额**以上的部分。**免赔额**部分的**财务损失**不属于**保险人**的责任。**免赔额**应由**被保险公司**自负，并不得投保。

由单件**索赔**引起的所有**财务损失**应适用同一单项**免赔额**，由同一**不当行为**或一系列相互关联的**不当行为**所导致的多件**索赔**所引起的所有**财务损失**亦应适用同一单项**免赔额**。]

本扩展保险责任是对第2.4.6条**索赔**的定义中对**调查**所做定义的补充，本扩展保险责任不适用于第2.4.6条中所定义的**调查**。

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。

### Company Investigation Costs Amended (to cover US Investigation)

In consideration of the premium charged, it is hereby understood and agreed that **3.4 Company Investigation** of this Policy is deleted in its entirety and replaced by the following:

#### 3.4 Company Investigation

The **Insurer** will also pay on behalf of any **Director or Officer**, such **Investigation Costs** as arise from or are a consequence of an **Investigation** into the affairs of the **Company**.

Indemnity under this extension arises only when, and is in relation only to costs incurred after, such **Director or Officer** is legally required in writing to attend such **Investigation** at the behest of such regulator, government body, government agency or official trade body legally empowered to investigate the affairs of the **Company**, provided that such requirement to attend first arises during the **Period of Insurance** and the **Insured** notifies the **Insurer** of such **Investigation** pursuant to the requirements of section 10.1 of this Policy.

An **Investigation** as described in this extension shall be deemed to be first made when the **Director or Officer** is first so required in writing to attend such **Investigation**.

Such **Investigation Costs** shall constitute **Financial Loss**. It is further understood and agreed that the **Insurer's** maximum payment of **Financial Loss** under this extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the **Sub-Limit of Liability** indicated in Item 4(i) of the Schedule (hereinafter "**Sub-limit of Liability**") and this **Sub-limit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy pursuant to the provisions of clause 7.7 below.

(Optional)

[Separate applicable **Deductibles** are set out in Item 5 (v) and (vi) of the Schedule for **Financial Loss** payments made under this extension which arise out of each of the:

- (v). **US Investigations**, which shall mean **Investigations** brought or commenced, in whole or in part: (a) within the jurisdiction of; or (b) pursuant to the laws of, the United States of America, or any territory or possession thereof, including but not limited to any **Investigation** brought by or commenced by the **US SEC**; or
- (vi). **Non-US Investigations**, which shall mean **Investigations** that are not **US Investigations**.

The **Insurer** shall be liable only for the amount of **Financial Loss** that exceeds the applicable **Deductible** as specified in the Schedule. The **Deductible** is not part of the **Insurer's** liability for **Financial Loss**. The **Deductible** is to be borne by the **Insured** and shall remain uninsured.

A single **Deductible** shall apply to all **Financial Loss** arising from one **Investigation** or series of **Investigations** which are connected causally with another or which is by any means inter-related or inter-connected.]

This extension shall be in addition to (and shall not apply to) an **Investigation** as defined in the Definition of **Claim** 2.4.6.

All other terms, conditions and limitations remain unchanged.