

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加养老金托管人除外责任修正条款

双方理解并同意，本保险单第九条除外责任的第 9.5 条被完全删除，并以以下内容替换：

养老金托管人

9.5 因**被保险人**违背或违反《美国 1974 年雇员退休收入保障法》（或其任何修订案）中所要求的责任、义务或职责而提起的**索赔或调查**：

仅适用于本附加条款的保障范围，本保险单第二条定义的第 2.6 和 2.24 条被完全删除，并以以下内容替换：

2.6 **被保险公司**包括：

2.6.1 **投保人**；

2.6.2 **投保人**过去、现在或将来的任何**子公司**（需满足本保险单第五条的条款和条件）；

2.6.3 由**投保人**或其任何**子公司**独家控制或赞助的任何基金会或慈善信托基金；和

2.6.4 在前述机构进入或被迫进入破产程序的情况下，指持有资产的债务人（或任何相关司法管辖区内具有等效地位的一方），如有。

2.24 **被保险个人**包括以下任何人员：

2.24.1 **董事或高级管理人员**；

2.24.2 **外部机构高管**；

2.24.3 任**投保人**的风险管理人（或同等岗位）的**被保险公司**雇员；

2.24.4 在**被保险公司**行使管理或监事职能的**被保险公司**雇员；以及

2.24.5 以其他身份（包括律师）代**被保险公司**处理 (i) 任何**证券类索赔**或**雇佣行为索赔**，或 (ii) 所有其他**索赔**的**被保险公司**的雇员（**董事或高级管理人员**除外）；但第 (ii) 项仅限同时针对**董事或高级管理人员**提出并持续处于**索赔**状态的**索赔**。

2.24.6 针对**被保险公司**的**雇员**利益成立的养老金、退休金或福利金基金的受托人。

被保险个人不包括**被保险公司**的任何顾问、外部审计师、清算人、管理人或接管人（或任何司法管辖区的同等身份人员）。

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。

Pension Trustee Exclusion Amended

It is hereby understood and agreed that 9.5 of **Section 9 Exclusion** of this Policy is deleted in its entirety and replaced as follows:

Pension Trustee

9.5 for the infringement of or violation of any responsibilities, obligations or duties imposed by the US Employee Retirement Income Security Act of 1974 (or any amendment thereof).

It is hereby further understood and agreed that 2.6 and 2.24 of Section 2 Definition of this Policy is deleted in its entirety and replaced as follows:

- 2.6 **Company** shall mean:
- 2.6.1 the **Applicant**; and
 - 2.6.2 any past, present or future **Subsidiary Company** of the **Applicant** (subject to the terms and conditions of Section 5 of the Policy); and
 - 2.6.3 any foundation or charitable trust solely controlled or sponsored by the **Applicant** or any **Subsidiary Company** thereof; and
 - 2.6.4 in the event a bankruptcy proceeding shall be instituted by or against the foregoing entities, the resulting debtor-in-possession (or equivalent status in any applicable jurisdiction), if any.
- 2.24 **Insured Person(s)** shall mean any:
- 2.24.1 **Director or Officer**;
 - 2.24.2 **Outside Entity Executive**;
 - 2.24.3 **Employee** of the **Company** who is the Risk Manager (or equivalent position) of the **Applicant**;
 - 2.24.4 **Employee** of the **Company** while acting in a managerial or supervisory capacity for the **Company**; and
 - 2.24.5 **Employee** of the **Company**, other than a **Director or Officer**, in such capacity on behalf of the **Company** including whilst acting as a lawyer on behalf of the **Company**:
(i) for any **Securities Claim** or **Employment Claim**; or (ii) for all other **Claims**, but with respect to (ii) only if and as long as such **Claim** is also made, and is continuously maintained, against a **Director or Officer**.
 - 2.24.6 a trustee of a pension, retirement or provident benefit fund established for the benefit of the **Employees** of the **Company**.

Insured Persons shall not include any consultant, external auditor, or liquidator, administrator or receiver (or the equivalent in any jurisdiction) of the **Company**.

Subject otherwise to the terms, exclusions and conditions of this policy.