

## 苏黎世中国董事、高级管理人员和公司责任险2009版附加危机管理费用条款

鉴于**保险人**收取了相应的保险费，双方理解并同意**保险人**对于**危机管理费用**负赔偿责任，不论**保险期限**内**危机管理事件**发生的次数，其最高累计赔偿额为 XXXXXX，该限额为本保险单**赔偿责任限额**的一部分，不能额外计算。**保险人**应在**危机管理费用**发生的 XX 天之内收到**投保人**的书面请求。**投保人**故意或因重大过失未在上述期限内通知**保险人**，致使**危机管理费用**难以确定的，**保险人**对无法确定部分不承担赔偿责任。

明细表第 5 项**免赔额**不适用本附加条款批单。

适用本附加条款项下约定时，本保险单增加以下定义：

- (a) **危机管理费用**是指符合下列条件危机管理公司在提供**危机管理服务**时收取的合理费用和发生的合理支出，包括合理的印刷、宣传、邮寄或资料费、以及**被保险人**或**危机管理公司**所发生的合理的差旅费：
- (i) 该项费用是**危机管理事件**未决期间或预期发生前 XX 天内**被保险公司**所发生的费用；
  - (ii) 不论**被保险人**是否遭受由**危机管理事件**引起的**索赔**；
  - (iii) 或在**被保险人**遭受**索赔**的情况下，不论该费用或支出发生于**索赔**之前或之后。
- (b) **危机管理事件**是指依**被保险公司**首席财务官（或同等职位）的诚信意见，下列任何事件的发生已导致或合理推测将导致**被保险公司**证券受到重大影响：
- (i) 负面收入或销售通告：  
**被保险公司**宣布过去或将来的收入或销售劣于以下所列任何一项：(i) **被保险公司**前一年度相同期间的收入或销售，(ii) **被保险公司**先前对该期间的收入或销售所作的公开声明或预测，或(iii)外部证券分析师对**被保险公司**的收入或销售发表的预测。
  - (ii) 丧失专利权、商标或著作权、或重要顾客或合约：  
**被保险公司**宣布的因以下未预见情况发生损失：(I) **被保险公司**非因权利到期的原因丧失专利权、商标或著作权等知识产权；(II) **被保险公司**丧失重要顾客或客户；或(III)**被保险公司**丧失重要合约。
  - (iii) 产品召回或延误  
**被保险公司**宣布其主要产品发生产品召回或未预见主要产品发生生产延误。
  - (iv) 集体侵权行为  
**被保险公司**被公开宣称或被指控造成多人人身伤害、疾病、患病、死亡或精神损害，或造成多项有形财产的毁损或灭失，包括造成该等财产无法正常使用。
  - (v) 裁员或丧失重要管理人员  
**被保险公司**宣布裁员，或宣布一位或多位重要管理人员死亡或离职。
  - (vi) 财务报告重述  
**被保险公司**宣布重述之前已申报的财务报表。
  - (vii) 取消或延迟红利发放  
**被保险公司**宣布取消或延迟之前通常定期发放的红利。
  - (viii) 资产冲销  
**被保险公司**宣布将大幅度冲销资产。

- (ix) 债务重组或拖欠  
被**保险公司**宣布拖欠或计划拖欠其债务，或计划实施债务重组。
- (x) 破产  
被**保险公司**宣布将申请破产保护或**第三方**将申请被**保险公司**申请破产；或被**保险公司**面临破产程序（不论自愿或非自愿）。
- (xi) 政府或监管诉讼  
被**保险公司**宣布面临或可能面临诉讼、政府或监管程序。
- (xii) 要约收购  
要约收购指不论公开宣布或私下行动，被**保险人**或任何被**保险人**的关联方之外的个人或机构自愿向被**保险公司**书面要约或出价，且该要约或出价将导致被**保险公司**的**控制权变更**。

但**危机管理事件**不包括与下列事项有关的任何事件：

- (i) 在本保险单所续保或所代替或及时接续的任何保险单中已提出的**索赔**、或已通知的任何情况；
- (ii) 在本保险单生效时的任何未决或已发生的法律诉讼；
- (iii) 实际或被指称的或有可能的**污染物**排放、散布、渗漏；或任何对于测试、监控、清理、去除、控制、处理**污染物**或除去、中和**污染物**毒性等工作的指示或要求。
- (iv) 含有核物质的高危险物，但因拥有、操作、建造、管理、规划、维护或投资于任何核设施而引起的**危机管理事件**不在此限。

**危机管理事件**所使用的各项标题仅出于便利目的，不成为承保范围条款或条件的一部分。

**危机管理事件**应在被**保险人**首次知悉时开始，并在**危机管理公司**告知被**保险人**危机已不存在或**危机管理费用责任限额** **XX** 用尽两种状况中较早发生者发生时结束。

- (c) **危机管理公司**指经保险人事前书面明确同意的顾问公司或律师事务所。
- (d) **危机管理服务**指**危机管理公司**对于被**保险人**就如何尽量降低因**危机管理事件**对被**保险公司**所造成的潜在损害而提供的建议，包括（但不限于）维护并重建投资人对被**保险公司**的信心。
- (e) 被**保险公司**证券受到**重大影响**指于二十四小时内，被**保险公司**证券价格下跌幅度超过 **XXX** 变动幅度 **XX%** 以上或每股净价下跌 **XXX** 以上。

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。

## Crisis Management Costs

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** will pay **Crisis Management Costs** up to a limit of XXX (in the aggregate), which shall be part of and not in addition to the **Limit of Liability**, regardless of the number of **Crisis Management Events** occurring during the **Period of Insurance**, but only upon receipt by the **Insurer** of a written request from the **Applicant** within XXX (XX) days of those **Crisis Management Costs** being incurred. Where **Crisis Management Costs** being incurred are not notified in a timely manner intentionally or due to gross negligence, with the result that it is difficult for the **Insurer** to determine the nature, cause and extent of such costs, the **Insurer** shall not bear the obligation of indemnity or payment of insurance benefits for the part unable to be determined.

None of the **Deductibles** written in Item 5 of the Schedule shall apply to the cover available under this endorsement.

Solely in respect of this Endorsement, the following Definitions are added to the Policy:

- a. **Crisis Management Costs** shall mean reasonable fees, costs and expenses of the **Crisis Management Firm** in the performance of **Crisis Management Services**, including reasonable costs of printing, advertising, mailing, materials and travel by any **Insured** or the **Crisis Management Firm**:
  - (i) incurred by the **Company** during the pendency of or within XX (XX) days prior to and in anticipation of, the **Crisis Management Event**; and
  - (ii) regardless of whether a **Claim** is ever made against an **Insured** arising from the **Crisis Management Event**; and
  - (iii) in the case where a **Claim** is made against an **Insured**, regardless of whether such fees, costs and expenses are incurred prior to or subsequent to the making of the **Claim**.
- b. **Crisis Management Event** shall mean one of the following events which, in the good faith opinion of the Chief Financial Officer (or equivalent) of the **Company**, did cause or is reasonably likely to cause, a **Material Effect on** the **Company's** common stock price:
  - (i) Negative earning or sales announcement

The public announcement of the **Company's** past or future earnings or sales, which is substantially less than any of the following: (I) the **Company's** prior year's earning or sales for the same period; (II) the **Company's** prior public statements or projections regarding earnings or sales for such period; or (III) an outside securities analyst's published estimate of the **Company's** earnings or sales.
  - (ii) Loss of a patent, trade mark or copyright or major customer or contract

The public announcement of an unforeseen loss of: (I) the **Company's** intellectual property rights for a patent, trade mark or copyright, other than by expiration; (II) a major customer or client of the **Company**; or (III) a major contract entered into by the **Company**.
  - (iii) Product recall or delay

The public announcement of the recall of a major product of the **Company** or the unforeseen delay in the production of a major product of the **Company**.
  - (iv) Mass tort

The public announcement or accusation that the **Company** has caused bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.
  - (v) Loss of key executive officer(s)

The public announcement of employee layoffs, or the death or resignation of one or more

key executive officer(s) of the **Company**.

- (vi) Restatement of financial statement  
The public announcement of a restatement of the **Company's** previously filed financial statement.
- (vii) Elimination or suspension of dividend  
The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the **Company**.
- (viii) Write-off of assets  
The public announcement that the **Company** intends to write off a material amount of its assets.
- (ix) Debt restructuring or default  
The public announcement that the **Company** has defaulted or intends to default on its debt or intends to engage in a debt restructuring.
- (x) Bankruptcy  
The public announcement that the **Company** intends to file for bankruptcy protection or that a **Third Party** is seeking to file for involuntary bankruptcy on behalf of the **Company**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.
- (xi) Governmental or regulatory litigation  
The public announcement of the commencement or threat of commencement of governmental litigation, or governmental or regulatory proceedings against the **Company**.
- (xii) Unsolicited hostile takeover bid  
  
An unsolicited written offer or bid by any person or entity other than an **Insured** or any affiliate of any **Insured**, whether publicly announced or privately made to the **Company**, that will cause a **Change of Control** of the **Company**.

Provided, however, that **Crisis Management Event** shall not include any event relating to:

- (i) any **Claim** which has been reported, or any circumstance (reasonably expected to give rise to a **Claim**) of which notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;
- (ii) any pending or prior litigation as of the Policy inception date;
- (iii) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- (iv) the hazardous properties of nuclear materials, provided, however, the foregoing shall not apply to any **Crisis Management Event** arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the **Crisis Management Event(s)** are solely for convenience and form no part of the terms and conditions of coverage.

A **Crisis Management Event** shall first commence when an **Insured** first becomes aware of the event and shall conclude at the earliest of the time when the **Crisis Management Firm** in conjunction with the **Insurer's** Claims Department advises the **Insured** that the crisis no longer exists or when **Crisis Management Costs** have exhausted the limit of **XXXXXX**.

- c. **Crisis Management Firm** shall mean any public relation firm or law firm with express prior written consent of the **Insurer**.

- d. **Crisis Management Services** shall mean those services performed by the **Crisis Management Firm** in advising the **Insured** on minimising potential harm to the **Company** arising from the **Crisis Management Event** including, but not limited to, maintaining and restoring investor confidence in the **Company**.
- e. **Material Effect** shall mean that, within a period of twenty-four (24) hours, the price per share of **Company's** common stock shall decrease by the greater of **XXX** or **XX%** net of the change of the **XXX**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.