

## 苏黎世中国董事、高级管理人员和公司责任险 2009 版附加合同解除条款

兹经双方理解并同意，本保险单**第十条条件条款**的第10.8条替换如下：

### 10.8 合同解除

如果**保险人**出现下列情况：

1. 停止承保业务；或
2. 接到终止营业的命令或决议，或正式提出相应计划；或
3. 经营保险业务许可证被吊销；或
4. 财务实力评级被标准普尔或A. M. Best公司下调至A-以下。

**被保险人**可在通知**保险人** 14 天后解除本保险单。**保险人**应根据日比例退还未满期的保险费。但如果存在任何已通知的、已计提的或已赔付的情况或**索赔**，**保险人**将不予退还未满期保险费，除非**被保险人**撤销前述情况或**索赔**并返还**保险人**在本保险单项下已支付的所有款项。任何保险费的退还需要以**被保险人**书面免除**保险人**在保险单项下相应全部责任为前提。

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、条件和限制保持不变。

### Special Cancellation Clause

It is hereby noted and confirmed that Condition 10.8 **Cancellation** is deleted entirely and replaced as follows:

#### 10.8 **Cancellation**

In the event that the **Insurer**:

1. ceases underwriting; or
2. is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
3. has its authority to carry on insurance business withdrawn; or
4. has its Standard & Poor's or AM Best financial strength rating downgraded below A-.

the **Insured** may terminate the **Insurer's** participation on this risk forthwith by giving 14 days notice to the **Insurer**. The **Insurer** shall refund any unearned premium computed pro-rata. In the event there are any notified, reserved or paid circumstances or **Claims**, premium shall be deemed fully earned by the **Insurer** unless the **Insured** shall withdraw such circumstances or **Claims** and reimburse the **Insurer** for any payments made. Any return of premium shall also be subject to a written full release of liability from the **Insured**.

This Policy may not be cancelled by the **Insurer**, except for non-payment of premium.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.