

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加收购及合并扩展条款

考虑到所收取的保险费，双方理解并同意本保险单增加以下扩展条款：

[3.XX] 如果在**保险期限**内发生本保单定义中的**重大变更**，在满足**保险人**要求的附件条款、条件和额外保费为前提下，**保险人**可以将保障延长至本合同届满后的 **xx** 个月内，承保向**被保险人**提起的**索赔或调查**，但对于**被保险人**在保单生效前已遭受的**索赔或调查**，**保险人**不负任何赔偿责任。

仅就本扩展条款，**重大变更**是指以下任何一种情况：

- (i) **投保人**与任何其他实体合并；或
- (ii) **投保人**向任何个人、实体或一致行动的个人或实体出售其全部或 90% 以上的资产；或
- (iii) 任何个人、实体或一致行动的个人或实体收购**投保人** 50%以上的股权或股本；或
- (iv) 任何个人、实体或一致行动的个人或实体获得**投保人**的多数董事的任命权。

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。

Takeovers and Mergers Run-off

In consideration of the premium charged, it is hereby understood and agreed that this Policy shall extend to cover the extension below:

3.18 In the event of a **Transaction** taking place, the **Insurer** may extend this Policy to include **Claims** first made or **Investigations** first commenced against an **Insured** within a period of **xx** months from the expiry date of the **Policy Period**. Such extension is subject to additional terms, conditions, and premium as the **Insurer** may require.

For the purpose of this extension only, **Transaction** means any one of the following events:

- (i) the **Applicant** merges with or consolidates into any other entity; or
- (ii) the **Applicant** sells all or more than 90% of its assets to any person or entity or persons or entities acting in concert; or
- (iii) any person or entity or persons or entities acting in concert acquire more than 50% of the equity interests or shares of the **Applicant**; or
- (iv) any person or entity or persons or entities acting in concert acquire control of the appointment of the majority of directors of the **Applicant**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.