

苏黎世中国董事、高级管理人员和公司责任险2009版附加民事罚款和罚金条款(I)

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] 民事罚款和罚金

如果**董事或高级管理人员**由于其所任职务而遭受任何政府机构或监管部门提起的正式诉讼或审查，且该等诉讼或审查应直接起因于(i) 该**董事或高级管理人员**行使其职务时发生的不当行为；(ii) **被保险公司的雇员**或任何其他自然人的不当行为，则**保险人**将代替**董事或高级管理人员**支付其应缴纳的民事罚款和罚金；但前提是**财务损失**不包括：

- (i) 由于**董事或高级管理人员**的任何故意的、恶意的、犯罪的或欺诈的行为而要求其支付的罚款或罚金；
- (ii) 任何形式的刑事罚款或罚金；
- (iii) 由于任何实际的或指称的违反或不符合税务、社会保障缴款、**污染、污染物**或雇员工资的任何法律或行政法规、或与之相关而须支付的罚款或罚金；
- (iv) 法律规定的不可承保的罚款或罚金。

在此扩展条款下**保险人**的累计赔偿限额为 XXXX（以下称“**分项赔偿责任限额**”）。该**分项赔偿责任限额**是保险单**赔偿责任限额**的一部分而非其补充。保险单明细表第 5 项列明的**免赔额**适用于本扩展条款 3.15。

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。

Civil Fines and Penalties Extension

In consideration of the premium charged, it is hereby understood and agreed that the following additional Extension is hereby added to the Policy:

3.15 Civil Fines and Penalties

The **Insurer** will pay on behalf of any **Director or Officer** civil fines and penalties levied or imposed upon a **Director or Officer**, in his or her insured capacity, following an official proceeding or examination ordered or commissioned by any governmental or regulatory authority directly related to, either: (i) a **Wrongful Act** of such **Director or Officer** in their capacity as such; or (ii) a **Wrongful Act** committed by an **Employee** of the **Company** or any other natural person; provided, however, **Financial Loss** shall not include:

- (i) fines or penalties levied or imposed on a **Director or Officer** in connection with any intentional, malicious, criminal or fraudulent acts committed by such **Director or Officer**;
- (ii) any form of criminal fines or penalties;
- (iii) fines or penalties in connection with, or which are a consequence of, any actual or alleged violations of or non-compliance with any laws or regulations governing taxes, social security contributions, **Pollution, Pollutants** or employee wages; or
- (iv) fines or penalties considered uninsurable under the law.

Any payment(s) made by the **Insurer** under this Endorsement shall be limited, in the aggregate to the sum of XXXXX (hereinafter “**Sublimit of Liability**”). This **Sublimit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy. **Deductibles** written in Item 5 of the Schedule shall apply to the cover available under this Paragraph 3.15.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.