

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加污染抗辩费用条款

考虑到所收取的保险费，双方理解并同意保险单**第九条除外责任**增加以下条款：

污染

- 9.9 因污染而引起或指控由其引起的**索赔**，但本除外责任；
- 9.9.1 不适用于**被保险公司**的股东就任何**污染**而提起的**索赔**，无论**索赔**是直接或是间接针对**被保险公司**或其股东受到的损害，但前提条件是无任何**董事或高级管理人员**为上述**索赔**提供意见、自愿协助或积极参与。
- 9.9.2 不适用于涉及非美国地区的**污染的索赔**（不包括 9.9.1 条款中所描述的**索赔**）中**被保险个人**所发生的**抗辩费用**。**保险人**在本 9.9.2 条款下对所有**抗辩费用**的最高**赔偿责任限额**为 **XXXX**。此**赔偿责任限额**为附加限额，非本保险单**赔偿责任限额**的一部分。
- 9.9.3 上述 9.9.1 及 9.9.2 中的保回责任在任何情况下都不适用于**清污费用**。

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。

Pollution Defence Costs

In consideration of the premium charged, it is hereby understood and agreed that the following Exclusion shall be added to **Section 9 Exclusion** of the policy:

Pollution

- 9.9 **alleging or arising from Pollution**, provided, however, this exclusion shall:
- 9.9.1 not apply to any **Pollution** related **Claim** brought by a shareholder of the **Company** whether directly or derivatively alleging damage to the **Company** or its shareholders, provided that such **Claim** is brought and is continuously maintained without the solicitation, voluntary assistance, or active participation of any **Director or Officer**;
- 9.9.2 not apply to **Defence Costs** incurred by any **Insured Person** arising out of a **Pollution** related **Claim** outside the US (other than a **Claim** described in 9.9.1). The maximum limit of the **Insurer's** liability for all **Defence Costs** under this Paragraph 9.9.2 shall be **XXXX**. This **Sub-Limit of Liability** shall be Excess Limit of Liability, which is in addition to the **Limit of Liability** of this Policy;
- 9.9.3 9.9.1 and 9.9.2 as stated above shall not apply to **Clean Up Costs** in any event.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.