

## 苏黎世中国董事、高级管理人员和公司责任险 2009 版附加污染除外修正条款 (II)

兹经双方理解并同意，保险单主险条款**第九条除外责任**增加以下除外责任：

### 污染

9.9 **因污染而引起或宣称由其引起的索赔**，但本除外责任不适用于下列情况：

- 9.9.1 **被保险公司的**股东就任何**污染**提起的**索赔**，无论该**索赔**是直接还是间接针对**被保险公司**或其股东受到的损害而提起的，但前提条件是无任何**董事或高级管理人员**就上述**索赔**提供意见或者自愿协助、积极参与上述**索赔**。
- 9.9.2 **被保险个人**因涉及**污染**的**索赔**（不包括9.9.1条款中所描述的**索赔**）而发生的**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】（下称“**分项赔偿责任限额**”）。该**分项赔偿责任限额**是本保险单的**赔偿责任限额**的一部分，并不额外增加保险单的**赔偿责任限额**。

本保险单项下，保险人在任何情况下都不对**清污费用**承担保险责任。

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。

### **Pollution Exclusion Amended (II)**

It is hereby understood and agreed that the following 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** (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 . This **Sub-Limit of Liability** shall be part of and not in addition to the **Limit of Liability** of this Policy.

The insurer shall not be liable under this Policy to pay for **Clean Up Costs** in any event.

All other terms, conditions and limitations remain unchanged.