

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 (I)

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(a)在美国或其领地和/或属地之外；(b)按照美国或其领地和/或属地之外的法律提起或启动的涉及**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**分项赔偿责任限额**是本保险单的**赔偿责任限额**的一部分，不能额外计算。

本扩展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，本保险单的所有其他条款、除外责任和条件维持不变。

Pollution Exclusion Amended (I)

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) which is not brought or commenced: (a) within the jurisdiction of; or (b) pursuant to the laws of , the United States of America or its territories and/or possessions. 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.