

苏黎世中国董事、高级管理人员和公司责任险2009版附加监管危机响应费用条款

鉴于收取的保费，双方理解并同意，以下扩展保险责任被加入保单，所有保单其他的条件、条款、限制和除外适用本扩展保险责任。

监管危机响应费用

保险人在保单赔偿限额但不超过 范围内，负担支付监管危机响应小组仅为了对保险期限内开始并存在的**关键监管事件**做出响应，而产生的**监管危机响应费用**，前提是此等**关键监管事件**不属于**索赔**或者**调查费用**的定义范围。

本附加条款适用如下定义：

关键监管事件，是指 a.在**保险期限**内首次发生的监管机构对**被保险公司**的突击检查或现场视察，并涉及要求出具、审阅、拷贝或没收文件，或者约谈任何**被保险个人**；b.公开宣布 a.段相关事宜；c.任何**被保险个人**在**保险期限**内从监管机构收到具有法律强制性的要求该**被保险人**出具文件、回答问题或者参加约谈的正式通知。

上述定义，以及本批单提供的扩展承保责任不适用于美国证券交易委员会或任何其他美国联邦、州或地方机构、机关或监管方对**被保险公司**进行的突击检查或现场视察，或发出的通知。

监管危机响应费用，是指**监管危机响应小组**为了对**关键监管事件**做出响应而产生的必要且合理的费用、成本和支出。

监管危机响应小组，是指下列机构：**XXXX**

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。

Regulatory Crisis Response Cost Extension

In consideration of the premium charged, it is hereby understood and agreed that the following Extension of Coverage is hereby added to the Policy and all terms, conditions, limitations and exclusions of the Policy will apply to this Extension of Cover.

REGULATORY CRISIS RESPONSE COSTS

The **Insurer** will pay, as part of the **Limit of Liability** for this Policy, up to **XXXXXX**, for **Regulatory Crisis Response Costs** incurred by the **Regulatory Crisis Response Team** if incurred only in response to a **Critical Regulatory Event** commencing and occurring during the **Period of Insurance**, provided that such **Critical Regulatory Event** does not fall within the definition of **Claim** or the definition of **Investigation Costs**.

Solely for the purposes of this Extension of Coverage, the following definitions shall apply:

- (1) **Critical Regulatory Event** shall mean:
- (a) a raid of, or on-site visit to, a **Company** which first takes place during the **Period of Insurance** by any official regulator that involves the production, review, copying or confiscation of files or interviews of any **Insured Person**; or
 - (b) a public announcement relating to the foregoing (1)(a); or
 - (c) the receipt by any **Insured Person** during the **Period of Insurance** from any official regulator of a formal notice which legally compels the **Insured** to produce documents to, or answer questions by or attend interviews with that regulator.

Provided, however, this definition, and the coverage provided by the Regulatory Response Costs extension, shall not apply to:

- (i) any raid, or on-site visit to, a **Company** by; or
- (ii) any notice from,

the United States of America Securities and Exchange Commission, or any other United States of America federal, state or local agency, division or regulator.

- (2) **Regulatory Crisis Response Costs** shall mean reasonable and necessary fees, costs and expenses of the **Regulatory Response Team** incurred in the responding to a **Critical Regulatory Event**.
- (3) **Regulatory Response Team** shall mean the entity listed below:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.