

苏黎世中国董事、高级管理人员和公司责任险2009版附加破产、无偿付能力、债权人索赔责任免除条款

双方理解并同意**保险人**对针对**被保险人**的任何以下**索赔**有关的**财务损失**不承担赔偿责任：

(1) 指称、起因于、基于、可归因于或以任何方式直接或间接地涉及：

- (i) 任何被认为直接或间接地、完全或部分地导致或引起**被保险公司**或任何**被保险人**破产或无偿付能力，**被保险公司**提出破产申请，或**被保险公司**或任何**被保险人**被申请要求破产的不当行为；或
- (ii) **被保险公司**或任何**被保险人**直接或间接地、完全或部分地由于任何**被保险人的不当行为**而遭受财务损失，但仅限于这样的**索赔**是发生在**被保险公司**或任何**被保险人**已经被确定无偿付能力之后、或已经提出破产申请之后、或被申请要求破产之后、或**被保险公司**或任何**被保险人**已经将资产让与债权人之后；或

(2) 由**被保险公司**或任何**被保险人的**任何债权人或债务持有人发起的或代表他们发起的，或由任何支付或收取帐目的责任（实际的或被指称的）引起的**索赔**，包括但不限于指称与授信或购买债务工具有关的不当陈述的**索赔**，或指称因**被保险公司**或任何**被保险人的**破产或无偿付能力而（完全或部分地）导致债务贬值的**索赔**。

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。

Bankruptcy/Insolvency/Creditor Claims Exclusion

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim(s)** made against any **Insured(s)**:

- (1) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
 - (i) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, wholly or in part, to the bankruptcy or insolvency of the **Company** or any **Insured**, or to the **Company** filing a petition, or a petition being filed against the **Company** or any **Insured**; or
 - (ii) the **Company** or any **Insured** having sustained a financial loss due, directly or indirectly, wholly or in part, to a **Wrongful Act** of any **Insured(s)**, but only if such **Claim** is made after the **Company** or any **Insured** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Company** or any **Insured** has assigned its assets for the benefit of its creditors; or
- (2) brought by or on the behalf of any creditor or debt-holder of the **Company** or any **Insured**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.