

苏黎世中国董事、高级管理人员和公司责任险2009版附加职业卫生与安全抗辩费用条款

考虑到所收取的保险费，双方理解并同意本保险单**第三条扩展保险责任**增加以下条款

3.14 职业卫生与安全诉讼

对于任何指称违反职业卫生与安全法律相关的**索赔**，**保险人**将向**被保险个人或代被保险个人**支付相关**抗辩费用**。
明细表中第5项**免赔额**不适用于本保障范围。

鉴于本附加条款的保障范围，本保险单中**第九条除外责任**的9.4被完全删除,并以以下内容替换：

财产损失和人身伤害

9.4 有关**财产损失和（或）人身伤害的索赔或调查**；但前提是，有关**人身伤害的除外责任**不适用于：(a) **被保险个人**发生的**抗辩费用**，包括为**公司过失杀人诉讼**而发生的**抗辩费用**；(b) **证券类索赔**；或(c) 与**雇佣行为索赔**相关的**心理或精神损害**；但本除外责任不适用于**扩展保险责任第3.14条职业卫生与安全诉讼**。

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。

Occupational Health and Safety Defence Costs

In consideration of the premium charged, it is hereby understood and agreed that the following extension is hereby added to **Section 3 Extensions to Cover** of this policy.

3.14 Occupational Health And Safety Action

The **Insurer** will pay **Defense Costs** to or on behalf of an **Insured Person** in respect of any **Claim** in relation to any alleged breach of occupational health and safety law.

No **Deductibles** written in Item 5 of the Schedule shall apply to the cover available under this Paragraph 3.14.

For the purpose of the coverage under this endorsement, 9.4 of **Section 9 Exclusion** of this Policy is deleted in its entirety and replaced as follows:

Property Damages and Bodily Injury

9.4 for **Property Damage** and/or **Bodily Injury**; provided, further, however, that the exclusion for **Bodily Injury** shall not apply to: (a) **Defence Costs** incurred by an **Insured Person**, including **Defence Costs** incurred in connection with a **Corporate Manslaughter Proceeding**; (b) a **Securities Claim**; or (c) mental or emotional distress in connection with an **Employment Claim**; provided further that this exclusion shall not apply to cover under Extension 3.14 **Occupational Health And Safety Action**;

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.