

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

考虑到所收取的保险费，双方理解并同意本保险单**第九条除外责任**的第9.1条被完全删除,并以以下内容替换：

- 9.1 指称存在以下情形或由以下情形引发或导致的**索赔或调查**：
- 9.1.1 **被保险人**获得其在法律上本无权获得的任何利益或好处；
  - 9.1.2 **被保险人**有任何故意不诚实或故意欺诈的行为或不行为；

除非通过最终裁决可以确认**被保险人在法律上无权获得该等利益或好处**，或**被保险人的确有上述故意不诚实或故意欺诈的行为或不行为**，否则不得适用除外责任第9.1.1和9.1.2条（并且应预付**抗辩费用或调查费用**）。

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。

### Conduct Exclusion (Final Adjudication only)

In consideration of the premium charged, it is hereby understood and agreed that **9.1 Conduct of Section 9 Exclusion** is hereby is deleted in its entirety and replaced as follows:

#### Conduct

- 9.1 alleging, arising from, based upon, attributable to or as a consequence of:
- 9.1.1 any **Insured** having gained any profit or advantage to which he, she or it had or has no legal entitlement; or
  - 9.1.2 any intentionally dishonest or intentionally fraudulent act or omission committed by an **Insured**;

exclusions 9.1.1 and 9.1.2 shall not apply (and **Defence Costs** or **Investigation Costs** shall be advanced), unless and until it is determined by final adjudication in the underlying action against an **Insured** or in a separate action or proceeding that such **Insured** had no legal entitlement to such profit or advantage or that such **Insured** committed such intentionally dishonest act or omission or intentionally fraudulent act or omission.

All other terms, conditions and limitations remain unchanged.