

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 (I)

兹经双方理解并同意，本保险单**第九条除外责任**的第9.1条内容替换如下：

9.1 被指称存在以下情形或由以下情形导致的**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作为；

但该除外责任第9.1.1和9.1.2条仅适用下列情况，除下列情况外**保险人**应预付抗辩费用或调查费用：

1. **被保险人**书面供认或通过相关诉讼判决或其他法律程序最终裁决确认**被保险人**在法律上无权获得该等利益或好处；

2. **被保险人**书面供认或通过相关诉讼判决或其他法律程序最终裁决确认**被保险人**的确有上述故意不诚实或故意欺诈的行为或不作为。

保险人在本附加条款下对所有**抗辩费用**或**调查费用**部分的最高赔偿责任限额为【XXXX】。此分项赔偿责任限额包含在本保险单的**赔偿责任限额**中，不额外增加本保险单的**赔偿责任限额**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险单所有其他条款、条件和限制保持不变。

Amended Conduct Exclusion

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

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 a written admission by an **Insured**, or a judgement or other 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;

The maximum limit of the **Insurer's** liability for all **Defence Costs** or **Investigation Costs** under this Endorsement shall be XXXX. This **Sub-Limit of Liability** shall be part of and not in addition to the **Limit of Liability** of this **Policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.