

苏黎世中国董事、高级管理人员和公司责任险2009版附加被保险人诉被保险人除外修正条款

鉴于**保险人**收取了相应的保险费，双方理解并同意主险条款第9.6条以以下内容替换，原第9.6条内容不再适用：

- 9.6 由**被保险公司**、任何**董事或高级管理人员**、任何**外部机构**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）针对某**被保险人**提起，或由他人代为提起，或指使他人提起的**索赔**；但本除外责任不适用于以下情况：
- 9.6.1 在无任何**董事或高级管理人员**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）诱使、自愿协助或积极参与的情况下，由清算人、接管人、破产托管人或行政接管人（或其他国家的类似职位）直接或派生代表**被保险公司**或**外部机构**提起或维持的**索赔**；
- 9.6.2 在无任何**董事或高级管理人员**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）诱使、自愿协助或积极参与的情况下，由并非**董事或高级管理人员**的一人或多人以**被保险公司**或**外部机构**的名义以衍生诉讼的形式提出的**索赔**或**证券类索赔**；
- 9.6.3 由**被保险个人**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）提出的**雇佣行为索赔**；
- 9.6.4 由任何**被保险个人**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）提起或指使他人提起的**索赔**，该**索赔**是由另一件由**第三方**提起的属于保险责任范围内的**索赔**引起的，而上述**第三方**原本可以直接向该**被保险人**或未在单独**索赔**（包括任何交叉**索赔**/**第三方索赔**）中列名的**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）提出**索赔**；或
- 9.6.5 由任何之前的**被保险个人**或**外部机构**的任何前任董事或高级管理人员（或任何其他国家的类似职位）提出的**索赔**；或
- 9.6.6 由任何**被保险个人**或**外部机构**的任何董事或高级管理人员（或任何其他国家的类似职位）以“**内部举报人**”（依照政府、联邦、州、地方或外国法律对该词语的定义）的身份提起的**索赔**，**索赔**指称某**被保险个人**在某受保护行为（该行为被政府、联邦、州、地方或外国法律称作“**内部举报**”）方面有**不当行为**。
- 9.6.7 **被保险个人**发生的**抗辩费用**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同的所有其他条款、条件和限制维持不变。

IVI Exclusion (worldwide)

In consideration of the premium charged it is hereby understood and agreed that 9.6 of the Policy is deleted in its entirety and replaced by the following:

- 9.6 brought by, or on behalf of, or at the instigation of the **Company**, any **Director or Officer**, any **Outside Entity** or any director or officer (or equivalent in any other country) of an **Outside Entity**; provided, however, this exclusion shall not apply to:
- 9.6.1 a **Claim** brought or maintained by a liquidator, receiver, bankruptcy trustee or administrative receiver, (or the equivalent in any other country), either directly or derivatively on behalf of the **Company** or the **Outside Entity** without the solicitation, voluntary assistance or active participation of any **Director or Officer** or any director or officer (or equivalent in any other country) of the **Outside Entity**; or
 - 9.6.2 a **Claim** or **Securities Claim** in the form of a derivative action brought in the name of the **Company** or the **Outside Entity** by one or more persons who are not **Directors or Officers** and who bring and maintain the **Claim** or **Securities Claim** without the solicitation, voluntary assistance or active participation of any **Director or Officer** or any director or officer (or equivalent in any other country) of the **Outside Entity**; or
 - 9.6.3 an **Employment Claim** brought by an **Insured Person** or any director or officer (or equivalent in any other country) of the **Outside Entity**; or
 - 9.6.4 a **Claim** brought by or at the instigation of any **Insured Persons** or any director or officer (or equivalent in any other country) of the **Outside Entity** if such **Claim** results from a covered **Claim** brought by any **Third Party** and the **Third Party** could have brought the **Claim** directly against an **Insured Person** or any director or officer (or equivalent in any other country) of the **Outside Entity** not named in the independent **Claim** (including any cross claim/**Third Party** claim for indemnity); or
 - 9.6.5 a **Claim** brought by any former **Insured Person** or brought by any former director or former officer (or equivalent in any other country) of the **Outside Entity**; or
 - 9.6.6 a **Claim** brought by an **Insured Person** or any director or officer (or equivalent in any other country) of the **Outside Entity** in their capacity as a “whistleblower” (as that term is defined by governmental, federal, state, local or foreign law) alleging a **Wrongful Act** by an **Insured Person** in connection with a protected activity categorised by any governmental, federal, state, local or foreign law as a “whistleblower” activity; or
 - 9.6.7 **Defence Costs** incurred by an **Insured Person**.

All other terms, conditions and limitations remain unchanged.