

苏黎世中国董事、高级管理人员和公司责任险2009版附加设立和收购子公司条款修正条款（资产比例）

鉴于**保险人**收取了相应的保险费，双方理解并同意本保险单**第五条在保险期限内设立和收购子公司**的第二项5.2被完全删除,并以以下内容替换：

5.2 有关第5.1条 中所述的新收购**子公司**，如果：

- (i) 该公司的并表总资产占**被保险公司**并表总资产的百分之xx (00%) 以上（截至收购日）；
- (ii) 该公司的证券在美国公开交易；或
- (iii) 该公司为一家**金融机构**；

则该公司不属于**被保险公司**或**被保险人**。但对于第5.2(i) 或5.2(ii) 项中所述的新收购**子公司**，自该机构首次成为一家**子公司**之日起，本保险单将为其提供九十 (90) 天的，或至**保险期限**到期日止（以两者中先到期者为准）的责任保险；但前提是，**投保人**在为**本保险单**续保时须以书面形式向**保险人**通报这些**子公司**。

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。

Creation and Acquisition of Subsidiary Companies Amended

In consideration of the premium charged, it is hereby understood and agreed that 5.2 of **Section 5 Creation and Acquisition of Subsidiary Companies during the Period of Insurance** of this Policy is deleted in its entirety and replaced by the following:

5.2 Any such newly acquired **Subsidiary Company** described in 5.1:

- (i) whose total consolidated assets are greater than xx (00%) percent of the total consolidated assets of the **Applicant** (determined as of the date of the acquisition);
- (ii) whose securities are publicly traded in the United States; or
- (iii) that is a **Financial Institution**;

shall not be included within the Definition of **Company** or **Insured**; provided, however, solely with regard to a newly acquired **Subsidiary Company** described in 5.2(i) or 5.2(ii) this Policy shall provide coverage for a period of ninety (90) days from the date such entity first became a **Subsidiary Company** or until the expiry date of the **Period of Insurance**, (which ever period expires first) provided that the **Applicant** shall report such **Subsidiary Company** to the **Insurer**, in writing, at renewal of this Policy.

All other terms, conditions and limitations remain unchanged.