

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加调查费用扩展责任修正条款

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**的第 3.4 条被完全删除，并以以下内容替换：

3.4 公司调查

保险人还将代**董事或高级管理人员**支付对**被保险公司**事务进行**调查**而引起或导致的**调查费用**。

本扩展保险责任项下的赔偿，仅限于当有合法权利调查**被保险公司**事务的监管机构、政府机关、政府机构或正式行业组织发出命令，书面要求**董事或高级管理人员**出席**调查**时(该出席并不局限于本人亲自出席)，之后所发生的相关费用；但前提是，这些出席要求须于**保险期限**内首次提出，且**被保险人**须依照本保险单第 10.1 条的要求将**调查**一事通知**保险人**。

本扩展保险责任中所述的**调查**，应视为在**董事或高级管理人员**被首次书面要求出席**调查**时首次发生。

这些**调查费用**应构成**财务损失**。各方进一步理解并同意，**保险人**在本扩展保险责任项下对所有**被保险人的财务损失**的最高赔付总额应限于且不超过明细表第 4 项中所列的**分项赔偿责任限额**（以下简称“**分项赔偿责任限额**”）；根据第 7.7 条的规定，该**分项赔偿责任限额**是本保险单**赔偿责任限额**的一部分而非其补充。

本扩展保险责任是对第 2.4.6 条**索赔**的定义中对**调查**所做定义的补充，本扩展保险责任不适用于第 2.4.6 条中所定义的**调查**。保险单明细表第 5 项列明的**免赔额**适用于本扩展条款。

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。

Investigation Costs Extension Amended

In consideration of the premium charged, it is hereby understood and agreed that 3.4 **Company Investigation** of this Policy is deleted in its entirety and replaced as follows:

3.4 Company Investigation

The **Insurer** will also pay on behalf of any **Director or Officer**, such **Investigation Costs** as arise from or are a consequence of an **Investigation** into the affairs of the **Company**.

Indemnity under this extension arises only when, and is in relation only to costs incurred after, such **Director or Officer** is legally required in writing to attend such **Investigation** (such attendance is not limited to physical attendance) at the behest of such regulator, government body, government agency or official trade body legally empowered to investigate the affairs of the **Company**, provided that such requirement to attend first arises during the **Period of Insurance** and the **Insured** notifies the **Insurer** of such **Investigation** pursuant to the requirements of section 10.1 of this Policy.

An **Investigation** as described in this extension shall be deemed to be first made when the **Director or Officer** is first so required in writing to attend such **Investigation**.

Such **Investigation Costs** shall constitute **Financial Loss**. It is further understood and agreed that the **Insurer's** maximum payment of **Financial Loss** under this extension shall be limited to and shall not exceed, in the aggregate for all **Insureds** (combined), the **Sub-Limit of Liability** indicated in Item 4 of the Schedule (hereinafter "**Sub-limit of Liability**") and this **Sub-limit of Liability** shall form part of and not be in addition to the **Limit of Liability** of this Policy pursuant to the provisions of clause 7.7 below.

This extension shall be in addition to (and shall not apply to) an **Investigation** as defined in the Definition of **Claim** 2.4.6. The **Deductibles** written in Item 5 of the Schedule shall apply to the cover available under this endorsement.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.