

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加财产损失预先分配条款（仅适用于证券类索赔）

考虑到所收取的保险费，被保险公司、被保险个人及保险人理解并同意被保险个人、保险人及被保险公司应就：

被保险公司及任何被保险个人在任何证券类索赔中

- (i) 应共同承担的抗辩费用，
- (ii) 共同达成的和解，和/或
- (iii) 任何经裁决应承担的连带责任，

所导致的财产损失在被保险个人及被保险公司之间按以下方式进行分配：

在上述财产损失中，抗辩费用的百分之 XX (XX%) 应被视为本保险单项下承保的财产损失，余下部分应被视为被保险公司应承担的责任而非由本保险单承保；但是，保险人仅在适用本保险单的免赔额、赔偿责任限额、财产损失定义中明确除外的项目、抗辩费用等其他条件条款的前提下对该等财产损失负有赔偿责任。

在上述财产损失中，除抗辩费用以外部分的百分之 XX (XX%) 应被视为本保险单项下承保的财产损失，余下部分应被视为被保险公司应承担的责任而非由本保险单承保；但是，保险人仅在适用本保险单的免赔额、赔偿责任限额、财产损失定义中明确除外的项目、抗辩费用等其他条件条款的前提下对该等财产损失负有赔偿责任。

在任何情况下，上述就证券类索赔预先设定的分配方案不适用于与任何其他索赔相关的任何赔偿金的分配、判决及和解，也不可用于与任何其他索赔相关的任何赔偿金的分配、判决及和解相关的任何推定的确立。

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。

#### Predetermined Allocation for Securities Claims

In consideration of the premium charged, it is hereby understood and agreed that with respect to (i) **Defence Costs** jointly incurred by, (ii) any joint settlement made by and/or (iii) any adjudicated judgment of joint and several liability against: the **Company** and any **Insured Person** in connection with any **Securities Claim**, the **Company** and the **Insured Person(s)** and the **Insurer** agree that the **Insured Person(s)**, the **Insurer** and the **Company** shall allocate such **Financial loss** as between the **Insured Person(s)** and the **Company** as follows:

XXX percent (XX%) of such **Financial loss** constituting **Defence Costs** shall be deemed to be covered **Financial loss** under the policy, and the remainder shall be deemed to be the obligation of the **Company** and not insured under this policy; however, the **Insurer** shall only be liable to pay such **Financial loss** subject to the policy's applicable **Deductible**, **Limits of Liability**, and expressed exceptions to the definition of **Financial loss**, **Defence Costs** and the other provisions of this policy.

XXX percent (XX%) of such **Financial loss**, other than **Defence Costs**, shall be deemed to be covered **Financial loss** under the policy, and the remainder shall be deemed to be the obligation of the **Company** and not insured under this policy; however, the **Insurer** shall only be liable to pay such **Financial loss** subject to the policy's applicable **Deductible**, **Limits of Liability**, and expressed exceptions to the definition of **Financial loss** and the other provisions of this policy.

Provided that in all events the preset allocation for **Securities Claims** described above shall not apply to or create any presumption with respect to the allocation of any damages, judgments or settlement in regard to any other **Claim**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.