

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加连续承保条款 (II)

兹经双方理解并同意，本保险单增加以下扩展保险责任：

3.14 本保险单扩展承保**被保险人**在此前投保的董事、高级管理人员和公司责任保险中本可以通知**保险人**但在本保险单的**保险期限内**或**延长索赔报告期限**(如有)内才通知**保险人的索赔或调查**，但前提是：

- (1) 不存在与该**索赔或调查**相关的欺诈性不告知或欺诈性不实陈述；及
- (2) **被保险人**从**连续承保日**开始至本保险单生效日之前，持续持有**保险人**签发的有效董事、高级管理人员和公司责任保险保单；及
- (3) **保险人**将根据**被保险人**首次获悉该等**索赔或调查**时持有的董事、高级管理人员和公司责任保险单所载条款、条件和除外责任（包括但不限于其保险责任、明细表、赔偿责任限额和免赔额），在本扩展条款项下承担赔偿责任，但该赔偿责任同时不得超出本保险单提供的保障范围。

本附加条款中所提及的术语“**连续承保日**”为【填入日期】。

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。

Continuous Cover Extension (II)

In consideration of the premium charged, it is hereby understood and agreed that this Policy shall extend to cover the extension below:

3.20 This Policy extends to cover the **Insured** for any **Claim** or **Investigation** which could have been notified to the **Insurer** under an earlier directors and officers liability insurance issued by the **Insurer** and which is notified during the **Policy Period** or **Extended Reporting Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim** or **Investigation** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability insurance issued by the **Insurer** from the **Continuity Date** until the date this Policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter, but only where such earlier policy affords no broader cover in respect of the **Claim** or **Investigation** than the provisions of this Policy.

For this endorsement, the term **Continuity Date** shall mean

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.