

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 (I)

考虑到所收取的保险费，双方理解并同意本保险单增加以下扩展条款：

- 3.20 本保单扩展承保**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可以通知**保险人**且在本保单的**保险期限**内通知**保险人**的**索赔**或**调查**，但前提是：
- (i) 不存在与该等**索赔**或**调查**有关的欺诈不告知或欺诈的不实陈述；及
 - (ii) **被保险人**在不迟于其首次获悉该等**索赔**或**调查**之日至本保单生效日之间，无中断的持有**保险人**签发的董事、高级管理人员和公司责任保险保单；及
 - (iii) **保险人**将根据**被保险人**首次获悉该等**索赔**或**调查**时持有的保单的条款、条件、除外责任和限制（包括其保险责任、明细表、赔偿责任限额和免赔额）承担赔偿责任，但只限于该此前保单对**索赔**提供的保障范围不超过本保单所提供的范围。

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。

Continuous Cover Extension (I)

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 no later than the date when the **Insured** first became aware of the Prior Matter 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** than the provisions of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.