

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加集团诉讼事件研究费用扩展条款

双方理解并同意，本保险单第三条扩展保险责任增加以下条款：

集团诉讼事件研究费用

保险人将对**集团诉讼事件研究费用**负赔偿责任，最高累计赔偿责任限额为[]（以下简称“**分项赔偿责任限额**”）。该**分项赔偿责任限额**是保险单**赔偿责任限额**的一部分而非其补充。对于任何**证券类索赔**，明细表中第 5 项**免赔额**不适用于本扩展条款。

如下定义适用于本扩展条款：

集团诉讼事件研究费用是指经**保险人**事先同意（**保险人**无正当理由不得拒绝），**被保险人在**遭受**证券类索赔**后，因按约定聘请专家证人实施事件研究以供法庭作出是否构成集团诉讼的裁判而发生的合理且必要的费用、成本和支出。

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。

Event Study Expenses Extension

It is hereby understood and agreed that the following additional Extension is hereby added to the Policy:

Event Study Expenses

The **Insurer** will pay **Event Study Expense** up to a limit of [] (in the aggregate), which shall be part of and not in addition to the **Limit of Liability**. For any **Securities Claim, Deductible** written in Item 5 of the Schedule shall not apply to the cover available under this endorsement.

Solely in respect of this endorsement, the following definition is added to the Policy:

Event Study Expenses means the reasonable and necessary fees, costs, and expenses of an expert witness consented to by the **Insurer**, which consent shall not be unreasonably withheld, incurred by an **Insured** to conduct an event study regarding price impact solely for the purpose of contesting the motion for class certification actually filed in the **Securities Claim**.

Subject otherwise to the terms, exclusions and conditions of this policy.