

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加预调查费用扩展条款

兹经双方了解并同意，本保险合同扩展承保被保险人（但只限于自然人）因下列情形而直接造成的合理且必要的费用、成本和支出（但该等费用、成本和支出不包括被保险人的任何报酬）：

- (i) 任何预调查；及
- (ii) 为任何预调查而准备用以提交给行政机关的书面通知或报告。

就本扩展条款而言，预调查是指：

- (i) 在保险期间内首次发生的，任何行政机关突击调查或造访被保险公司，要求其出示、或检查、或复制或没收相关记录，或对任何被保险人进行当面质询；或
- (ii) 因被保险公司有理由认为其已经，或可能已经，或可能在可预见的将来事实上违反其应当履行的法律义务，而由被保险公司或被保险人在保险期间内首次向任何监管或行政机关出具该等正式通知。

兹经双方了解并进一步同意，本扩展责任项下的分项限额为 XXXX，此限额为赔偿责任限额的一部份，而非额外设置。

本扩展条款适用的免赔额为 XXXX。

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。

Pre-Investigation Cost

It is understood and agreed that this **Policy** shall extend to pay the reasonable and necessary fees, costs and expenses of each natural person **Insured** (but not including any remuneration of any **Insured**) incurred directly with respect to:

- (i) any **Pre-Investigation**; and
- (ii) preparing any written notice or reports to any official body in connection with any **Pre-Investigation**.

For the purpose of this Extension, **Pre-Investigation** means:

- (i) raid or on-site visit to any **Company** by an official body first occurring during the **Policy Period** that involves the production, review, copying or confiscation of records or interviews of any **Insured**; or
- (ii) formal notification by the **Company** or an **Insured** to any regulator or official body, first given during the **Policy Period**, where the **Company** reasonably considers that a material breach of the **Company's** legal or regulatory duty has occurred, may have occurred or may occur in the foreseeable future.

It is also understood and agreed that the sub-limit of liability under this Extension shall not exceed XXXX, which forms part of and shall not be in addition to the **Limit of Liability**.

The **Deductible** applicable to this extension is XXXX.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.