

## 苏黎世中国董监事及高级管理人员责任保险臻选 2015 版附加雇佣行为赔偿请求除外条款

双方理解并同意，主险条款**第三条**定义的第3.6条以及第3.70条以以下内容替换，原第3.6条和第3.70条内容不再适用：

### 3.6 赔偿请求是指：

- 3.6.1 因**第三方**认为存在任何事实上的**不当行为**而送达或提出的要求获得经济赔偿或非经济救济（包括强制救济）的书面请求；
- 3.6.2 以下列形式提起的民事、刑事、行政、监管法律程序或诉讼（包括任何反诉），以及仲裁/调解：
  - 3.6.2.1 送达索赔函（或类似诉状）；
  - 3.6.2.2 送达起诉书、信息或类似文书的回执（对于刑事诉讼）；或
  - 3.6.2.3 送达指控**不当行为**的起诉通知或立案回执。
- 3.6.3 任一以下的**调查**：
  - 3.6.3.1 在保险责任范围内针对**被保险个人**的**调查**，且调查机构书面认定可能对该**被保险个人**启动刑事、行政或监管程序；或
  - 3.6.3.2 在保险责任范围内针对**被保险个人**的**调查**（包括美国证券交易委员会或类似的美国国家、地方政府机构或美国司法部进行的**调查**），且该**被保险个人**已收到传票或威尔斯通知书；或
  - 3.6.3.3 任何**境外司法管辖区**的执法机关对**被保险个人**逮捕羁押或监禁超过二十四（24）小时；或
  - 3.6.3.4 针对**被保险公司的调查**，即由监管**证券**买卖或买卖要约的政府、联邦、州级或省级机构（包括但不限于**美国证券交易委员会**）就**被保险公司**发行**证券**的买卖或买卖要约进行的**调查**，但仅限于对**被保险公司**的该项**调查**也同时持续针对公司的**董事、监事或高级管理人员**时。

赔偿请求还包括：

- (a) 保险责任条款 1.1、1.2 及 1.3 项下承保的**证券类赔偿请求**；
  - (b) **公司过失杀人诉讼**；
  - (c) 仅限于保险责任条款 1.2 项下承保且符合扩展保险责任第 2.5 条的**引渡程序**；
  - (d) **预调查事件**；
  - (e) **剥夺资产和自由的程序**；
  - (f) **环境管理不当赔偿请求**；
  - (g) **安全防护事件**。
- 3.70 **不当行为**是指由以下人员已经或可能进行的（或就**股东派生索赔要求**而言，任何拟议的）违反法定或约定义务、违反信托责任、违反授权保证、疏忽、过错、错误陈述、误导性陈述、口头或书面诽谤、中伤或任何其他不当作为或不作为：
- 3.70.1 代表**被保险公司**履行其各自职责的任何**被保险个人**，或完全由于**被保险个人**的身份而向其提出的任何**赔偿请求**事项；
  - 3.70.2 按照**被保险公司**的具体指令和要求担任**外部机构**的董事、监事或高级管理人员（或其他国家的类似高管或管理职位）的任何**被保险个人**，但仅适用于保险责任第 1.2 和 1.5 条；及

3.70.3 被保险公司，但仅适用于**证券类赔偿请求**。

仅就本附加条款而言，主险条款的以下条项内容被全部删除：

- 1.4 对**被保险公司**雇佣行为赔偿请求的**保险责任**
- 3.19 雇佣行为赔偿请求的定义
- 3.20 违反雇佣行为准则的定义
- 3.21 雇佣相关福利的定义
- 3.23.2 属于针对**被保险个人**的**雇佣行为赔偿请求**，包括但不限于基于打击报复的**赔偿请求**；
- 9.3.1 与任何**雇佣行为赔偿请求**有关的精神伤害或精神创伤；或
- 9.5.3 由**被保险个人或外部机构**的任何董事、监事或高级管理人员（或任何其他国家的类似职位）提出的**雇佣行为赔偿请求**；

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。

## Employment Claim Exclusion

It is hereby understood and agreed that Definition 3.6 **Claim** and 3.70 **Wrongful Act** of this Policy is deleted in its entirety and replaced as follows:

- 3.6 **Claim** shall mean:
- 3.6.1 a written demand for monetary damages or non-monetary relief (including injunctive relief served or brought by a **Third Party** alleging any actual or alleged **Wrongful Act**;
  - 3.6.2 a civil, criminal, administrative, regulatory or arbitration/mediation proceeding (including any counter-claim) commenced by the service of
    - 3.6.2.1 a Claim Form (or similar pleading);
    - 3.6.2.2 return of an indictment, information or similar document (in the case of a criminal proceeding); or
    - 3.6.2.3 receipt or filing of a notice of charges, alleging a **Wrongful Act**.
  - 3.6.3 an **Investigation**
    - 3.6.3.1 of an **Insured Person**, in his or her capacity as such, once such **Insured Person** is identified in writing by such investigating authority as a person against whom a criminal, administrative or regulatory proceeding may be commenced; or
    - 3.6.3.2 of an **Insured Person** in his or her insured capacity as such, after the service of a subpoena or Wells notice upon such **Insured Person** (including an **Investigation** brought by the U.S. Securities and Exchange Commission or similar U.S. state or local agency (**U.S. SEC**) or the US department of Justice); or
    - 3.6.3.3 commencement by the arrest and detainment or incarceration for more than twenty-four (24) hours of an **Insured Person** by any law enforcement authority in a **Foreign Jurisdiction**; or
    - 3.6.3.4 of a **Company** by a government, federal state, or provincial agency that regulates the purchase or sale or offer to purchase or sell **Securities** (including but not limited to the **U.S. SEC**) in connection with the purchase or sale or offer to purchase or sell **Securities** issued by the **Company**, but only if and so long as such **Investigation** of the **Company** is also brought, and is continuously maintained, against a **Director or Officer**.

The term **Claim** shall also include:

- (a) a **Securities Claim** with respect to Insuring Clauses 1.1 and 1.2 and 1.3;
- (b) a **Corporate Manslaughter Proceeding**;
- (c) an **Extradition Claim** solely with respect to Insuring Clause 1.2 and in accordance with Extension 2.5;
- (d) a **Pre-Claim Event**;
- (e) **Deprivation of Asset and Liberty Proceeding**;
- (f) **Environmental Mismanagement Claim, and**
- (g) a **Kidnapping Event**.

- 3.70 **Wrongful Act** shall mean actual, alleged or attempted (or with respect to a **Security Holder Derivative Demand**, any proposed) breach of duty, breach of statutory duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by:
- 3.70.1 any **Insured Person** whilst acting in his or her respective capacity on behalf of the **Company** or any matter claimed against such **Insured Person** solely by reason of his/her status as such;
  - 3.70.2 any **Insured Person** whilst acting in the capacity as a director or officer (or in an equivalent executive or management position in any other country) of an **Outside Entity** at the **Company's** specific direction or request, but only with respect to insuring

- clauses 1.2 and 1.5; and  
3.70.3 the **Company**, but solely with respect to a **Securities Claim**.

For this endorsement only, following paragraphs are deleted in its entirety as well:

- 1.4 **Company Cover for Employment Claims**  
3.19 Definition of Employment Claim  
3.20 Definition of Employment Practices Violation  
3.21 Definition of Employment Related Benefits  
3.23.2 is an **Employment Claim** against an **Insured Person**, including without limitation any such **Claim** for retaliatory treatment;  
9.3.1 mental anguish or emotional distress in connection with any **Employment Claim**; or  
9.5.3 an **Employment Claim** brought by an **Insured Person** or any director or officer (or equivalent in any other country) of an **Outside Entity**; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.