

## 苏黎世董监事及高级管理人员责任保险单臻选2015版 附加内部法律顾问专业责任扩展条款

双方理解并同意，本保险单**第三条定义**的第 3.36 项**被保险个人**增加如下内容：

### 法律顾问

**法律顾问**是指**被保险公司**过去、现在或将来雇佣的，具有律师执业资格的全职授薪律师。

仅就本扩展条款而言，双方理解并同意本保险单**第三条定义**的第 3.70 项**不当行为**被全部删除，并以以下内容替代：

**不当行为**是指**法律顾问**在为**被保险公司**提供或未能提供专业法律服务过程中的疏忽、错误或失职，但仅限于其履行该等职务的过程中。**不当行为**不包括任何**法律顾问**的下列任何行为中的疏忽、错误或失职：(1)与**法律顾问**和**被保险公司**签订的雇佣合同无关的；(2)在**被保险公司**的书面要求下为第三方提供的；(3)**法律顾问**为其他方提供并收取费用的。

双方进一步理解并同意，仅就本扩展条款而言：

- (1) **被保险公司**应被视为已根据法律、公约、法规、合约、或**被保险公司**执照或章程（此处已采用决定或定义该等赔偿责任的**最大范围的法律条款**）在**被保险公司**被允许或要求的范围内对**法律顾问**进行赔偿。**被保险公司**同意在法律允许的最大范围内对**法律顾问**进行赔偿，包括按规定善意地申请法院批准或通过相关公司决议及批准合约的执行。
- (2) 本扩展保险责任提供的保障应居于下列各项保险责任之后，仅当下列保险责任因赔偿损失而被耗尽时本批单方能成为主保险：(i)所有其他有效的或适用的**法律顾问职业责任赔偿保险**，以及(ii)所有其他**法律顾问职业过失、失误或疏忽相关的保险**。

本保险单所有其他条款、条件和除外责任维持不变。

## Employed Lawyers Professional Liability Extension

It is hereby understood and agreed that Clause **3.36 Insured Person(s)** of **Section 3 Definitions** is further revised to include the following:

### **Employed Lawyer**

**Employed Lawyer** means any person admitted to practice law who is, was or becomes employed as a lawyer full-time and salaried by the **Company**.

Solely for the purposes of the extension of coverage provided under this endorsement regarding **Employed Lawyer**, it is hereby understood and agreed that **Section 3 Definitions 3.70 Wrongful Act** is hereby deleted in its entirety and replaced by the following:

**Wrongful Act** means any negligent act, error or omission of an **Employed Lawyer**, in the rendering or failure to render professional legal services for the **Company**, but solely in his or her capacity as such. Provided, however, the term **Wrongful Act** shall not mean any negligent act, error or omission in connection with any activities by such **Employed Lawyer**, (1) which are not related to such **Employed Lawyer's** employment with the **Company**; (2) which are rendered to any third party at the **Company's** written request; or (3) which are performed by the **Employed Lawyer** for others for a fee.

It is further understood and agreed that for the purpose of the applicability of the coverage provided by this endorsement regarding an **Employed Lawyer**:

(i) the **Company** will be conclusively deemed to have indemnified the **Employed Lawyer** to the extent that the **Company** is permitted or required to indemnify him or her pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Company** (which are hereby deemed to adopt the broadest provisions of the law which determines and defines such rights of indemnity). The **Company** hereby agrees to indemnify the **Employed Lawyer** to the fullest extent permitted by law including the making in good faith of any required application for court approval and the passing of any corporate resolution or the execution of any contract;

(ii) the coverage provided by this endorsement is specifically excess over any other valid and collectible lawyers professional indemnity insurance, legal malpractice or errors and omissions insurance and the coverage provided by this endorsement shall drop down and be primary insurance only in the event of exhaustion of such other insurance due to losses paid thereunder.

All other terms, conditions and limitations remain unchanged.