

**苏黎世董监事及高级管理人员责任保险单臻选 2015 版**  
**附加当地保险单条款及限额差异条款**

双方理解并同意，本保险单将增加如下条款：

**附加条款：条款差异及限额差异**

1. 对于**国际保险项目保险单**和**当地独立保险单**未能赔付的**财务损失**，本保险单将递延作为基础保险单，且本保险单的**保险人**将代表**被保险人**赔付，前提是导致该**财务损失**的**赔偿请求**在本保险单承保范围内且**被保险人**负有法律赔偿责任。
2. 对于满足以下前提条件且**国际保险项目保险单**未能赔付的赔偿金额，本保险单将作为**国际保险项目保险单**的超额保险进行赔付并遵循**国际保险项目保险单**的条件条款，该赔偿金额被视为本保险单项下的**赔偿请求**所导致的**财务损失**来进行赔付。

前提条件是该赔偿金额：

- (1) 在**国际保险项目保险单**的承保范围内，且该保险单的赔偿责任限额因支付赔偿而被减损或耗尽；且
- (2) 为**国际保险项目保险单**赔偿责任限额的超额部分；且
- (3) 不在本保险单条件条款的承保范围内。

3. 自留额的适用

**国际保险项目保险单**或**当地独立保险单**的自留额、免赔额、或自保险因其承保的赔偿请求所导致的减损应被视为等额减损了本保险单的**免赔额**，前提是**该赔偿请求**也在本保险单承保范围内。

4. **财务损失**定义修正

如果**境外子公司**因法律不允许，或仅因**财务减值**，而无法或拒绝支付因赔偿本保险单承保的**财务损失**所产生的税金及罚款，则**财务损失**应包括该等向**境外子公司**的**被保险个人**征收的税金及罚款。对前述**被保险个人**及**财务损失**的赔偿限额应为本保险单明细表第三项**赔偿责任限额**的一部分而非附加。

5. 新增定义

**当地独立保险单**是指由任何保险人（非**国际保险项目保险单**的签发人）在**保险期限**内向**境外子公司**签发的董监事及高级管理人员责任保险单。该保险人必须是在**境外国家**根据当地法律法规注册或持有相关营业执照并合法经营的保险公司。**当地独立保险单**不包括任何明确约定其保险责任作为本保险单明细表中列明的任何**赔偿责任限额**的超额保险而采购的保险单。

**境外国家**是指本保险单签发地所属国家以外的任何国家。

境外子公司是指在境外国家注册成立的子公司。

本保险合同的所有其他条款、条件和除外维持不变。

### DIC/DIL Clause with Local Policies

It is hereby noted and agreed that the following condition “Excess Provision: Difference in Condition and Difference in Limits” is added to this Policy:

#### Excess Provision: Difference in Conditions and Difference in Limits

1. Drop down over **International Program Policies** or **Independently Placed Locally Admitted Insurance Policies**

The **Insurer** shall pay, on behalf of an **Insured**, **Financial Loss** which the **Insured** becomes legally obligated to pay due to a covered **Claim** under this Policy, except to the extent that such **Financial Loss** is paid under **International Program Policies** or **Independently Placed Locally Admitted Insurance Policies**.

2. Excess over **International Program Policies**

With respect to any amount that:

- (1) would be covered under any **International Program Policies** except that such insurance has been exhausted or reduced by reason of payments thereunder; and
  - (2) is excess of the limits of liability of such **International Program Policies**; and
  - (3) is not covered under the terms and conditions of this policy,
- this policy shall be amended to apply in conformance with the terms and conditions of such **International Program Policies** with respect to such amount and such amount shall be paid as **Financial Loss** on account of a **Claim** under this policy; except to the extent that such amount is paid under such **International Program Policies**.

3. Application of Retentions

Satisfaction of the retention, deductible amount or self-insurance under **International Program Policies** or **Independently Placed Locally Admitted Insurance Policies** with respect to a **Claim** that is also covered under this policy shall also exhaust the **Deductible** amount applicable to such **Claim** under this Policy.

4. Amend Definition of **Financial Loss**

**Financial Loss** also includes any tax or penalty imposed upon an **Insured Person** of a **Foreign Subsidiary** incurred solely as a result of payment of **Financial Loss** under this

policy for which the **Foreign Subsidiary** either is not legally permitted, or fails or refuses solely by reason of **Financial Impairment**, to indemnify such **Insured Person** and such **Financial Loss** shall be part of, and not in addition to, the **Limit of Liability** set forth in item 3 of the Schedule of this policy.

5. Add Definitions

**Independently Placed Locally Admitted Insurance Policies** means a directors and officers insurance policy issued during this **Period of Insurance** to a **Foreign Subsidiary** by any privately controlled insurer other than the issuer of **International Program Policies**, that is licensed or registered as an insurance company in a **Foreign Country** and is in compliance with the laws and regulations of such **Foreign Country**. **Independently Placed Locally Admitted Insurance Policies** does not include any insurance policy specifically obtained to apply in excess of any **Limit of Liability** set forth in the Schedule of this Policy.

**Foreign Country** means any country outside of the country in which this Policy is issued.

**Foreign Subsidiary** means a **Subsidiary** that is incorporated in a **Foreign Country**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.