

苏黎世董监事及高级管理人员责任保险单臻选 2015 版 附加设立和收购子公司修正条款

双方理解并同意，本保险单第五条在保险期限内设立和收购子公司的第 5.2 条被完全删除，并以以下内容替换：

- 5.2 有关第5.1条中所述的新收购子公司，如果：
- (i) 该公司的并表总资产占被~~保险公司~~并表总资产的[填写数字] (填写比例%) 以上 (截至收购日)；或
 - (ii) 该公司的证券在[填写国家或地区] 公开交易，

则该公司不属于~~被保险公司或被保险人~~。但对于第 5.2(i)或 5.2(ii)项中所述的新收购子公司，自该机构首次成为一家子公司之日起，本保险单将为其提供九十 (90) 天的，或至~~保险期限~~到期日止 (以两者中先到期者为准) 的责任保险；但前提是，投保人在为本保险单续保时须以书面形式向~~保险人~~通报这些子公司。

本保险单的所有其他条款、除外责任和条件维持不变。

Creation and Acquisition of Subsidiary Companies Amended

It is hereby understood and agreed that 5.2 of **Section 5 Creation and Acquisition of Subsidiary Companies during the Period of Insurance** of this Policy is deleted in its entirety and replaced as follows:

- 5.2 Any such newly acquired **Subsidiary Company** described in 5.1:
- (a) whose total consolidated assets are greater than [input number] (input percent) percent of the total consolidated assets of the **Policyholder** (determined as of the date of the acquisition); or
 - (b) whose securities are publicly traded in [input country or district] or any of their territories or possessions,

shall not be included within the Definition of **Company or Insured**; provided, however, solely with regard to a newly acquired **Subsidiary Company** described in 5.2(a) or 5.2(b) this Policy shall provide coverage for a period of ninety (90) days from the date such entity first became a **Subsidiary Company** or until the expiry date of the **Period of Insurance**, (which ever period expires first) provided that the **Policyholder** shall report such **Subsidiary Company** to the **Insurer**, in writing, at renewal of this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.