

苏黎世董监事及高级管理人员责任保险单臻选 2015 版

附加责任不累加条款

双方理解并同意，对于本保险合同承保的**赔偿请求**，如**保险人**或**保险人的**附属公司（以下称“附属公司”）出具的一份或多份保险合同共同承保该**赔偿请求**（或在**赔偿限额**或适用的**免赔额**耗尽后可提供承保），本保险合同应赔付的实际**赔偿限额**应为减去附属公司保险合同同意赔付的赔偿限额后的数额。

如果此类其他附属公司保险合同有类似本条款的措辞，则上述段落不适用并以以下内容替代：

- (1) **保险人**承担的**财务损失**和/或**抗辩费用**的赔偿比例不得超过本保险合同适用的**赔偿限额**占有所有此类保险合同总赔偿限额的比例；
- (2) 所有此类保险合同的最高赔偿金额不得超过赔偿限额最高的保险合同适用的**赔偿限额**。

本批单内容不得被视为增加本保险合同的**赔偿限额**。在任何情况下，本保险合同的**赔偿限额**为**保险人**的最高赔偿限额。

Non-Accumulation Clause

It is hereby understood and agreed that as respects any **Claim** under this Policy for which coverage is provided by one or more other policies by the **Insurer** or the **Insurer's** affiliated company (hereinafter "affiliated company") (or would be provided but for the exhaustion of the **Limit of Liability** or the applicability of the **Deductible**), the **Limit of Liability** provided by virtue of this Policy shall be reduced by the Limit of Liability provided under such affiliated company's policies.

In the event such other affiliated company's policies have a similar provision to this one, the above paragraph will not apply but instead:

- (1) The **Insurer** shall not be liable under this policy for a greater proportion of all **Financial Loss** and/or **Defence Costs** than the applicable **Limit of Liability** under this Policy bears to the total Limit of Liability of all such policies; and
- (2) The maximum amount payable under all such policies shall not exceed the Limit of Liability of the policy which has the highest available Limit of Liability.

Nothing contained in this endorsement shall be construed to increase the **Limit of Liability** of this Policy which shall in all events be the **Insurer's** maximum liability under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.