

苏黎世董监事及高级管理人员责任保险单臻选 2015 版 附加赔偿请求/情况的减损费用批单

双方理解并同意，保险单第二条扩展保险责任项下增加如下扩展保险责任：

赔偿请求/情况的减损费用

在符合下列条件或规定的前提下，**保险人以分项赔偿责任限额**[填写金额]为限，承保**被保险个人**为降低**赔偿请求**的风险而经**保险人**事先书面同意所发生的**减损费用**：

- i. 相关情况已根据保险条款 10.1 通知的相应规定书面通知**保险人**；
- ii. 上述第 i 项所述的情况会引起**赔偿请求**，且该**赔偿请求**将导致**被保险个人**对潜在索赔方负有民事赔偿责任，但潜在索赔方尚未提起该**赔偿请求**；
- iii. **减损费用**应属合理且必要，且直接或间接支付给潜在索赔方，以避免潜在索赔方就特定**不当行为**提起**赔偿请求**；
- iv. **保险人**根据本扩展保障承担的赔偿责任不超过如若潜在索赔方提出相应**赔偿请求**，**被保险个人**因该**赔偿请求**本应承担的赔偿责任。

在任何情形下，本扩展保险责任均不承保任何**被保险个人**的薪资报酬、所花费时间的补偿或与**被保险个人**的营运有关的任何间接费用支出或其他成本。

本扩展保险责任所称的**减损费用**指为降低**被保险个人**最终所应承担的民事赔偿责任而向潜在索赔方支付的合理且必要的款项。

在任何情形下，**减损费用**不包括下列任何项目：

- (a) 不属于本保险合同其它条款承保范围的赔偿责任；
- (b) 因**调查**或监管危机事件所引起的或以其为基础或原因所产生的费用；
- (c) 为降低**被保险个人**最终所应承担的民事赔偿责任，由**被保险个人**或代表**被保险个人**的**被保险个人**向潜在索赔方支付的款项。

明细表第五项所载的**免赔额**不适用于本扩展保险承保的**减损费用**。

本保险单的所有其他条款、除外责任和条件维持不变。

Mitigation Costs Extension

It is hereby understood and agreed that following extension is added to Section 2 Extensions to Cover of this Policy:

Mitigation Costs Extension

The **Insurer** will indemnify the **Insured Person(s)** for the **Mitigation Costs** incurred to reduce the loss from a **Claim** with prior written consent from the **Insurer**, subject to a **Sub-Limit of Liability** of [input amount] and all of the following conditions:

- (i.) written notification of the relevant circumstance(s) is made to the **Insurer** in accordance with 10.1 Notification set out in this Policy; and
- (ii.) circumstance(s) identified in paragraph (i.) could give rise to a **Claim** made by the potential claimant, and the **Claim** would result in a civil liability of the **Insured Person** to the potential claimant; however, no **Claim** has been made by potential claimant in respect of the circumstance(s) identified in paragraph (i.) above; and
- (iii.) **Mitigation Costs** are reasonably and necessarily incurred and the **Mitigation Costs** are paid directly or indirectly to each potential claimant for the principal purpose of avoiding a **Claim(s)** being made by that potential claimant for a specific **Wrongful Act**; and
- (iv.) **Mitigation Costs** shall not exceed the **Financial Loss** that would have arisen under this Policy if the **Claim** had been made against the **Insured Person** by the potential claimant.

In any event, this extension shall not cover the salary, wages, bonus, remuneration and/or compensation for time cost of any **Insured Person**, or any indirect expenses and/or other costs related to the **Company's** operation.

Solely in respect of this extension, **Mitigation Costs** means reasonable and necessary payments to a potential claimant to reduce, or intended to reduce, the ultimate civil liability of the **Insured Person(s)**.

Mitigation Costs do not include:

- (i) payments which are not otherwise covered under this Policy; or
- (ii) payments arising out of, based upon or attributable to an **Investigation** or regulatory crisis event; or
- (iii) payments made by the **Company** or made on behalf of the **Insured Person** to a potential claimant to reduce, or intend to reduce, the ultimate civil liability of the **Company**.

Deductible in Item 5 of the Schedule is not applicable to **Mitigation Costs** covered under this extension.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.