

## 苏黎世董监事及高级管理人员责任保险单臻选 2015 版 附加赔偿请求通知修正条款

双方理解并同意，**第十条条件条款 10.1 通知**被全部删除，并被以下内容替换：

### 10.1 通知

**投保人或被保险个人**应将以下事项及时书面通知**保险人**：

- (i) 针对**被保险人**提出的任何**赔偿请求**；
- (ii) 要求**董事、监事或高级管理人员**出席**调查**的书面要求，

**被保险公司**的风险控制经理、公司秘书、首席法律顾问或担任同等职务的人员在首次得知上述**赔偿请求**或要求出席上述**调查**的书面要求后，应在合理可行的情况下尽快书面通知**保险人**，但任何情况下均不得晚于**保险期限**或**延长索赔报告期限**（如适用）到期后的第[填写天数]天。

书面通知中应包括但不限于以下内容：一份关于**赔偿请求**或**调查**的说明、可能的或潜在的损害性质、实际或潜在索赔人的姓名以及**被保险公司**或**被保险个人**首次得知该**赔偿请求**或**调查**的时间和方式。

**被保险人**故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，**保险人**对无法确定的部分，不承担赔偿保险金的责任，但**保险人**通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

在**保险期限**或**延长索赔报告期限**内，如果某**被保险公司**或**被保险人**得知任何情况，根据合理推测可能导致针对**被保险人的赔偿请求**或**调查**，则应将有关情况书面通知**保险人**（通知中应包括预期诉求的**不当行为**，预期可能会发生**赔偿请求**的理由以及有关日期、所涉人员和机构的完整细节）。在这种情况下，如果以后发生针对**被保险人的赔偿请求**并报告给**保险人**，而且其**赔偿请求**或其诉求所依据的情况或指控的**不当行为**与上述通知中所描述的**不当行为**相同或相关，则应该把**保险人**收到有关情况通知的时间视为有关**赔偿请求**提出的时间。

本保险单项下的书面通知应发送至保险人在明细表中所列的地址，该等书面通知应自保险人在上述地址收到通知之日起生效。

本保险单的所有其他条款、除外责任和条件维持不变。

## Claim Notification Amended

It is hereby understood and agreed that **Section 10 Conditions 10.1 Notification** is hereby deleted in its entirety and replaced by the following:

### 10.1 Notification

The **Policyholder** or **Insured Person** shall, as a condition precedent to any liability of the **Insurer** under this Policy, give written notice to the **Insurer** of:

- a) any **Claim** made against an **Insured**; or
- b) any written requirement that the **Director or Officer** attend an **Investigation**, as soon as is reasonably practicable after the **Company's** Risk Manager, Company Secretary, General Counsel, Chief Legal Counsel or equivalent position first becomes aware of such **Claim** or the written requirement to attend such **Investigation**, but in all events no later than [ input number ] days after the expiry of the **Period of Insurance** or the **Extended Reporting Period** (if applicable).

Written notice shall include but not be limited to a description of the **Claim** or **Investigation**, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **Company** or **Insured Persons**, as the case may be, first became aware of the **Claim** or **Investigation**.

The **Insured** shall notify the **Insurer** of the occurrence of the loss in a timely manner. Where a loss is not notified in a timely manner intentionally or due to gross negligence, with the result that it is difficult for the **Insurer** to determine the nature, cause and extent of the loss, etc. of the accident, the **Insurer** shall not bear the obligation of indemnity or payment of insurance benefits for the part unable to be determined, except for the loss that the insurer has known its occurrence through other channels or should know its occurrence in a timely manner.

If during the **Period of Insurance** or the **Extended Reporting Period** a **Company** or an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** or **Investigation** being made against an **Insured** and shall give written notice to the **Insurer** of those circumstances (such notice to comprise the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved), then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** which alleges, arises out of, or is based upon or attributable to such circumstances, or alleges any **Wrongful Act** which is the same as or related to any **Wrongful Act** anticipated in those reported circumstances, shall be considered made at the time such notice of those circumstances was received by the **Insurer**.

Written notice hereunder shall be given in writing to the **Insurer** named in the Schedule at the address indicated in the Schedule, and be effective from the date of receipt by the Insurer at the above address.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.