

苏黎世董监事及高级管理人员责任保险单臻选 2015 版

附加防损支出扩展条款

双方理解并同意，**保险人**承保**被保险个人**为避免、控制或降低任何可能引发**赔偿请求**的情况的影响而发生的**防损支出**，本扩展保险责任下的最高赔付总额应限于且不超过[填写金额] (“**分项赔偿责任限额**”)，但须符合以下所有前提条件：

- (1) **被保险个人**已根据本保险合同的约定于约定期限内就该可能引发**赔偿请求**的情况通知**保险人**，且该可能引发**赔偿请求**的情况已被**保险人**接受；
- (2) 基于、可归因于或以上述可能引发**赔偿请求**的情况为原因或基础的**赔偿请求**尚未发生。

防损支出是指：

经**保险人**事先书面同意，**被保险个人**于**赔偿请求**被提起前发生的以下合理且必须的费用、成本和支出：

- (a) 支付给可能的索赔人的金额；
- (b) 为帮助谈判本项(a)的金额而聘请符合资格的顾问的费用。

本保险单的所有其他条款、除外责任和条件维持不变。

Loss Mitigation Expense Extension

It is hereby understood and agreed that **Insurer** will pay the **Loss Mitigation Expense** of the **Insured Person** to avoid, control, minimize the consequence of any circumstance. It is further understood and agreed that the **Insurer's** maximum payment of **Loss Mitigation Expense** under this extension shall be limited to and shall not exceed [input amount] (“**Sub-Limit of Liability**”) and provided:

- (1) the **Insured Person** has already notified the **Insurer** of such circumstance as required by this policy and it has also been accepted by the **Insurer**; and
- (2) no **Claim** arising out of, based upon or relating to the above mentioned circumstance has been brought.

Loss Mitigation Expense means the following reasonable and necessary fees, costs, and expense:

- (a) payment to any potential claimant;
- (b) cost of a qualified consultant to assist on negotiation of Item (a) above.

which is incurred, with prior written consent of the **Insurer**, by the **Insured Person** before a **Claim** was made.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.