

## **X12 主要股东绝对除外条款**

本**保险合同**双方当事人同意在本**保险合同**中加入本批单，并就下列事项达成一致（本批单之外的事项均以本**保险合同**的其他条款、条件、除外责任和赔偿限额为准）：

本**保险合同**的第四部分，除外条款，修订如下：

不适用于董事、监事及高级管理人员专业赔偿保障

若**赔偿请求**是由以如下两种方式直接或间接持有或控制**被保险机构**[ ] 或以上的个人或实体提出或以其名义在**不当行为**发生时提出，则保险人不负任何赔偿责任。

(a) **被保险机构**的已发行或未偿还证券包括但不限于任何**基金**；或

(b) 在**被保险机构**的董事选举中代表当前投票权利的投票权。

本**保险合同**其他条款维持不变。

## **X12 MAJOR SHAREHOLDERS EXCLUSION – ABSOLUTE**

By way of endorsement to the **Policy**, and solely for the purpose of this endorsement, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, General Exclusions, is amended by adding the following:

EXCLUSIONS APPLICABLE TO DIRECTORS AND OFFICERS AND/OR PROFESSIONAL INDEMNITY COVERS

**Insurer** will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought by, on behalf of or for the benefit of any person or entity who, whether directly or indirectly, owns or controls, at the time of the **Wrongful Act** or other conduct, [ ] or more of:

- (a) the issued and outstanding securities of the **Insured Organisation** including but not limited to any **Fund**; or
- (b) the voting rights representing the present right to vote in the election of directors of the **Insured Organisation**.

In all other respects this **Policy** remains unaltered.