

华泰财险附加赔偿请求、抗辩费用及不当行为特约条款（CB 版）

兹经双方理解并同意，本保险合同适用以下定义：

赔偿请求指因**不当行为**而对**被保险人**提出的任何：

1. 书面的赔偿要求；
2. 民事或行政诉讼；
3. 仲裁；
4. 调解；或
5. 行政或监管调查。

由单一或相关的**不当行为**所引起的多个**赔偿请求**应视为一次**赔偿请求**。

抗辩费用指**被保险人**或其代表对任何**赔偿请求**作出抗辩、应对调查、和解或上诉的合理的法律费用及其他有关费用，但上述费用需事先得到**保险人**的书面同意（不得无理扣留或拖延）。

不当行为指**被保险人**提供的**专业服务**中存在或被指控存在的行为，包括但不限于事实或被指控违反职责、错误、疏漏、虚假陈述、误解性陈述、违反保证、违反授权、或违反保密义务等，应提供而事实或被指控未能提供该**专业服务**属于**不当行为**。

本保险合同所载其它条款条件不变。

AMENDMENT TO DEFINITION OF CLAIM, DEFENCE COSTS AND WRONGFUL ACT

It is understood and agreed that Article 39, 40 and 53 of this policy are deleted in their entireties and replaced by the following:

Article 39 **Claim** means:

1. any written demand;
2. any civil or administrative proceeding brought against an **Insured**;
3. any arbitral process;
4. any mediation; or
5. any administrative or regulatory investigation

against an **Insured** for a **Wrongful Act**. Any **Claim** based upon, arising from, or in consequence of a single or related **Wrongful Act** constitutes a single **Claim**.

Article 40 **Defence Costs** means any reasonable legal costs and related expenses incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** (which shall not be unreasonably withheld or delayed) in the investigation, defence, settlement or appeal of any **Claim**.

Article 53 **Wrongful Act** means any act including but not limited to actual or alleged breach of duty, error, omission, misstatement, misleading statement, breach of warranty, breach of authority or breach of confidentiality committed or allegedly committed by an **Insured**, including any actual or alleged failure to perform such **Professional Services**.

In all other respects this policy remains unaltered.