



兆豐產物保險股份有限公司
Chung Kuo Insurance Company, Limited

CHUNG KUO Directors' and Officers' Liability and Company Reimbursement Insurance Disclosure Management Coverage (Additional Basis)

本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。

本公司財務及業務等公開資訊，歡迎至本公司網站 (<http://www.cki.com.tw>) 查閱，或親蒞本公司(10044 台北市中正區武昌街一段五十八號)及各分支機構洽詢。
免費申訴電話: 0800-053-588

107 年 5 月 4 日兆產備字第 1074300240 號函備查

It is agreed that:

(1) the section entitled Insuring Contracts is amended by adding the following:

Disclosure Management Coverage Insuring Contract 6

The Company shall reimburse an Organization for a Disclosure Management Loss for which such Organization becomes legally obligated to pay on account of a Disclosure Event commencing during the Policy Period only. For the avoidance of doubt, there is no cover for any Disclosure Event which is commenced during an Extended Reporting Period.

(2) Section 7, Definitions, is amended by adding the following:

Disclosure Advisor means any public relations firm, crisis management firm or law firm as may be approved in writing by the Company.

Disclosure Event means a public announcement of any of the following situations that, for purposes of coverage under this endorsement, shall be deemed to occur on the date:

- (i) the actual public disclosure of the situation occurs; or
- (ii) the Organization's president, chief executive officer, chief financial officer or general counsel first believes it is probable that public disclosure of the situation will or must be made within the next ninety (90) days,

whichever is earlier:

- (A) Negative Financial Results or Estimates: Financial results or estimates of financial results for an Organization that are materially less favorable than:
 - (a) such Organization's previous financial results for a comparable period during the prior year;
 - (b) previous estimates of such Organization's financial performance, for the

same period, made public by the Organization; or

- (c) previous estimates of such Organization's financial performance, for the same period, published by a securities analyst.
- (B) Restatement of Financial Statements: Any restatement of an Organization's publicly disclosed financial statements.
- (C) Dividend Elimination or Suspension: The elimination or suspension of a regularly scheduled dividend on any equity securities issued by an Organization.
- (D) Debt Default: Default by an Organization on any material debt payment or loan covenant.
- (E) Bankruptcy: The voluntary or involuntary commencement of any bankruptcy, receivership, liquidation, conservatorship or rehabilitation proceeding against, by, for or on behalf of an Organization.
- (F) Mass Injury: The commencement of one or more purported class action lawsuits against an Organization alleging that such Organization caused class members to suffer or incur bodily injury, personal injury, sickness, disease, death or property damage.
- (G) Intellectual Property Litigation: The commencement of a lawsuit:
 - (a) against an Organization, challenging the validity or enforceability of; or
 - (b) by an Organization, seeking to enforce,

any patent, copyright, trade name, design right, trade mark or service mark which is owned by such Organization and which purportedly creates rights relating to any significant product or services of the Organization.
- (H) Government Proceeding: The commencement by any government or regulator of any material administrative, civil or criminal proceeding against an Organization.
- (I) Unsolicited Takeover Proposal: The receipt by an Organization of an unsolicited takeover proposal or the commencement of an unsolicited takeover bid for an Organization.
- (J) Loss of Major Customer or Supplier: Any major customer or supplier of an Organization terminating or failing to perform a material portion of its business with such Organization.

- (K) Product Recall: The recall of a significant product of an Organization.
- (L) Product Delay: The occurrence of:
 - (a) an unforeseen interruption in the production of an existing significant product of an Organization; or
 - (b) an unforeseen delay in the development or regulatory approval of any new, significant product of an Organization.
- (M) Loss of Key Executive Officer: The death, discharge or resignation (other than pursuant to planned retirement) of an Organization's chairman, chief executive officer, president, chief financial officer or any other person for whom such Organization maintains key person life insurance.
- (N) Employee Disputes: The occurrence of any of the following:
 - (a) commencement of one or more class action lawsuits, or lawsuits for which class certification is sought, by an Organization's past, present or prospective employees;
 - (b) a labor strike or lock out involving an Organization; or
 - (c) a reduction in force of more than 10% of an Organization's employees.
- (O) Asset Write-Off: The write-off of a material amount of an Organization's assets.
- (P) Other : Any other situation specifically described on a schedule which is attached to this endorsement and agreed to in writing by the Company.

Disclosure Management Loss means reasonable fees and expenses charged by a Disclosure Advisor in connection with:

- (a) advising an Organization and its Insured Persons with respect to minimizing potential loss or liability on account of a Disclosure Event; or
- (b) managing disclosures to customers, suppliers, investors or the public regarding a Disclosure Event.

Disclosure Management Loss shall not include any regular or overtime wages, salaries or fees of the directors, officers, managers or employees of an Organization or office overheads, travel costs unrelated to a Disclosure Event or other administration costs of such Organization.

- (3) Solely with respect to the coverage provided by this endorsement, the following exclusion is added:

The Company shall not be liable under the Disclosure Management Coverage Insuring Contract for any Disclosure Management Loss incurred prior to, or more than, 180 days after the date written notice of the Disclosure Event is first given to the Company.

- (4) The Company's maximum aggregate Limit of Liability for all Disclosure Management Loss on account of all Disclosure Events commencing during the Policy Period shall be _____. Provided, however, that this single Disclosure Event limit is in addition to the Limit of Liability stated in Item 2 (b) of the Schedule
- (5) No Deductible shall apply to Disclosure Management Loss.
- (6) The Principal Organization shall give to the Company written notice of any Disclosure Event as soon as practicable after it commences. Such notice shall include a description of the Disclosure Event and the reasons why it is likely to occur. The Company and its employees and representatives shall maintain as confidential and shall not disclose such information or otherwise use such information except as required in the Company's ordinary course of business.
- (7) Any notice to the Company of a Disclosure Event shall not constitute notice to the Company of a Claim or a circumstance which could give rise to a Claim as provided in the Reporting and Notice provision of this coverage, unless such notice expressly states that it is also a notice of Claim or circumstances pursuant to the Reporting and Notice provision.
- (8) The coverage provided by this endorsement shall not be conditioned upon the Company's consent to the Organization incurring Disclosure Management Loss, provided that the Organization gives written notice to the Company as required by paragraph six of this endorsement.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions remain unchanged.