

中国太平洋财产保险股份有限公司

海上风电责任保险条款

一般条款和条件（适用于所有部分）

1. 法律与司法管辖

各方理解并同意，本保险条款项下的保单适用中国的法律和惯例。由该条款引起或与该条款有关的任何争议、矛盾或索赔均应提交给对所有此类事项拥有专属管辖权的中国的法院并由其裁决。

2. 接受

如保险人接受本保险条款，则代表保险人确认已经知悉了与签订保险合同和出具保单有关的所有重要事实以及保险人书面要求被保险人提供的所有重要事实。

但是，此确认不适用于被保险人恶意不披露的重要事实情况，在如此种情况下，保险人有权撤销、取消合同或上诉以及拒绝赔偿。

3. 权利丧失条款

仅当主要被保险人的代表故意或因严重疏忽未履行合同义务，或者违反保单中有关合同解除的约定时，保险人有权终止合同。**当主要被保险人的代表故意或因严重疏忽未履行合同义务时，或者违反保单中有关合同责任免除的约定时，保险人才有权免除全部或部分责任。**

4. 被保险人代表条款

只有下列人员可被视为所有被保险人的代表：

- i. 就股份有限公司而言-董事会股东和同级总经理；
- ii. 就有限公司而言-执行董事；
- iii. 就有限合伙公司而言-普通合伙人；

- iv. 就非英语国家公司而言-类似级别的人员;
- v. 就其他类型企业而言(如合作社、协会、社团、国营公司、地方政府)-符合法律规定的最高级别的代表机构。

5. 索赔支付

本保险条款项下保单承保责任范围内的所有索赔,应在被保险人提交损失证明并且保险人及其代表接受后三十(30)天内支付给被保险人。主要被保险人无法出具发票(即修理成本),不能作为承保人避免付款的理由。

6. 解除保单条款

1. 双方理解并同意,如出现如下情况:

A. 任何接受本保险的保险人:

- i. 停止承保或接受新业务,无论是包含本保险条款项下保单范围内全部还是部分业务的新业务,或
- ii. 签订自然期满协议,或
- iii. 遵循协议计划,或
- iv. 财务实力评级低于标准普尔或A.M.最佳信用评级A-或穆迪或惠誉规定的同等信用评级。

B. 在任何管辖区保险人被解散、清理、终止、清算、或者无力偿债、破产,或

C. 保险人或其任何部分资产的被临时清盘人、清盘人、受托人、管理人、接管人、行政接管人或类似人员接管,或

D. 保险人经营业务所需的任何授权、批准或同意、许可、豁免、备案、登记或公证或其他要求文件,由于被修改、撤销或扣留等不再具有法律效力,

或

E. 保险人履行本保险条款项下保单所规定的任何义务的行为不再符合法律

规定或宣布采取上述A至D段所述任何行为, 或

F. 保险人的审计师或信用评级机构认为保险人支付索赔的财务能力受到损

害,

则被保险人或被保险人的经纪人(被保险人的代理人)有权在上述事项发生之后的任何
时候取消保险人参与本保险条款项下保单的权利。

在这种情况下, 支付给保险人的保费应是风险保费的比例, 该比例应与该保险人承担风
险的期间相对应, 且应在扣除该保险人在保险单项下未决索赔的比例之后。

2. 即使本保险条款项下保单中有任何相反规定或以后有任何相反规定被认可, 保险人

和被保险人理解并同意, 如:

A. 被保险人, 或

B. 依据本保险约定的被保险人代理人可能受到影响

未能向承保人支付保费或到期应付的分期保费, 承保人将以书面形式发出通知立即取消
本保险条款项下保单, 且如适用, 承保人将因此向被保险人返还自通知之日起或此类通知中
规定的较后日期起按比例计算的保费。

如果本保单的受益人为该项目的受让人或者抵押权人, 那关于投保人或者被保险人解除
保单的相关约定, 需受制于其与受让人或者抵押权人的担保书的条款和条件。

即使有上述规定, 在项目因超出被保险人控制范围内的事故而取消或推迟并且本保险条
款项下保单没有附加风险的情况下, 被保险人可在生效日期后60天内取消本保险条款项下
保单, 但前提是这60天内未发生任何损害赔偿。

7. 仲裁

由本保险所产生的,或与本保险相关的任何争议应在初审时交给合同双方共同指定的调解员解决.双方应在接到通知后,由其中任何一方,尝试就调解员提出的约定达成一致,并书面通知其同意此约定。如果双方不能在十四(14)天内协商一致,则任何一方,在给出书面通知后,可向仲裁委员会申请仲裁。

如果调解失败,则双方可通过共同协商,并在该协议达成后的二十八(28)天内,向仲裁委员会申请仲裁。只有双方都同意,此类的争议才会被提交仲裁。除非双方书面同意,否则调解员不得与仲裁员有任何联系。仲裁应遵循《中华人民共和国仲裁法》,或其任何修订内容,这些规则被认为通过引用并入本条款。仲裁地为中国,如果任何一方不同意将争议提交仲裁,则任何一方有权在中国的任何有合法管辖权的法庭上对此类争议提起诉讼。

8. 小额索赔条款

如果通知的索赔预计不会超过双方约定的小额赔款金额(以人民币计价),则同意索赔不受现场查勘的要求约束,且被保险人无需事先与承保人协商进行维修,但前提是要向保险人提交一份包含证明文件的全面事故书面报告。

尽管有上述规定,但保险人保留检查损失现场的权利。

9. 违反条件条款

经双方同意,如果被保险人违反本保险合同约定的条款和条件,则只将违反条款和条件相应的承保范围视为无效,但不影响其他条款和条件的承保范围。

10. 风险变更规定条款

经双方同意,在申请人或被保险人不知情的情况下,保险合同不会因被保险财产现场位置或价值改变,或因被保险财产风险增加或任何重大改变而失效。但是,一旦被保险人知道这种情况,其应立即通知保险人,并支付从风险增加之日起到保险期满为止可能产生的附加保费,否则保险人有权解除保险合同。保险人解除合同的,应当将已收取的保险费,按照合

同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人未履行前款规定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

11. 比例分摊条款

兹经双方同意，本保单的理赔不受比例赔付的限制，但此条款不适用于受损被保险财产修理或重置时改良的情况。本保单所载其它条件不变。

第一部分-其他条款和条件

1. 放弃代位追偿权条款

保险人同意，放弃对任何主要被保险人和/或与被保险人代表条款第1条和第2条中指定的被保险人，就本项目签订书面合同的任何其他公司、商行、个人或缔约方（包括其承包商和/或分包商和/或制造商和/或包括钻井承包商在内的供应商）的代位求偿权。但仅限于合同要求的范围。

2. 权益百分比条款

本保险条款项下保单中所有的价值、限额、免赔额和保费均基于100%的权益，并根据随后的申报，及保险人同意后，每一主被保险人所持比例将相应减少。

3. 优先顺序条款

本保险条款项下保单所提及的所有引用的条款（以下称“引用条款”）不应与该保单的内容相冲突，如有冲突，则以该保单条款为准。

4. 暂保条款

若所保利益被全部或部分征用、没收、国有化、占取或占用，本保险条款项下保单应根据此处所述的保险协议、条件、条款、除外责任，在此类事故发生后14天内继续承保被保险人的或有责任，随后保单即告终止，除非在终止前保险人已同意继续承保。

5. 克尽职守条款

被保险人在执行本保险条款项下承保的作业活动时应尽应有的谨慎和努力，利用一切被认为对该作业活动来说是谨慎的安全措施和设备。如有任何危险情况发生，被保险人均应作出所有合理的措施，自费防止保单项下承保损失的发生。

6. 占有和运营许可条款

被保险财产的任何部分被允许占用和运营,这种占用和运营不构成对该被保险财产的接受,被保险人应当提前通知保险人并进行保费调整。

7. 与承运人、仓库管理人及其他受托人的合同条款

被保险人可在损失发生前以书面方式放弃对个人或合同承运人的追偿权,并可接受普通承运人、仓库管理人或其他受托人根据其提单或收据,以限制其责任,但本保险不承保任何承运人、仓库管理人或其他受托人的利益。

8. 破产条款

如被保险人及或其他保险人的资不抵债、破产、破产接管、拒付或无力支付,保险人不得:

- a. 豁免风险明细表规定的免赔额
- b. 增加保险人在保单项下的责任;或
- c. 增加承保人在保单项下的责任份额。

9. 法律冲突条款

如果本保险条款项下有条款与签发本保险单的国家或地区的法律法规不相符,则需对该保单下的冲突条款进行修改以符合该法律法规。

10. 保单的转让或修改条款

保单条款、限制条件、明细表和承保人签署签发的所有批单,为被保险人和保险人之间的完整合同。除非经过了承保人书面批改,保单项下任何权利的通告和转让,及条款的任何变更、放弃或扩展均无效。

如在保单期限内某一被保险人破产或遭破产清算,则保单可按照《中华人民共和国企业破产法》规定的继承公司权利义务的实体继承,除非保单已被取消。但上述破产或破产清算

发生后30日内应以书面方式通知承保人。

第二部分-责任保险

1. 保障范围

保险人同意根据本保险条款项下保单规定的责任限额、条款、条件和除外责任，赔偿被保险人因以下原因需承担的最终净损失：

- i. 被保险人根据法律所应承担的责任，和/或；
- ii. 明示合同责任；

2. 免赔金额

无论以下数量的大小：

- i. 保单项下的被保险人数量；
- ii. 遭受人身伤亡或财产损坏的人员或机构数量；
- iii. 针对人身伤亡或财产损失所提出的索赔或诉讼；

对每次事故，保险人仅负责在超过保险明细表中列明的免赔额以上部分的最终净损失，包括费用、责任、清除残骸、未收取的应收费用以及法律费用、辩护费用等各项费用。

3. 责任限额

保险明细表中规定的责任限额是指就任何事故所造成的所有最终净损失而确定的承保人责任限额，而不论该事故涉及的被保险人、索赔案件、索赔人的数量多少。责任限额应根据最终净损失赔款相应减少，直至为零。如最终净损失赔款已经达到了责任限额，或向具有司法管辖权的法院支付了等同于责任限额的保证金后，**保险人将不再做任何最终净损失赔偿。**

4. 辩护与和解

保险人没有责任为针对被保险人提出的索赔、诉讼进行处理或辩护，但对于涉及或可能涉及承保人赔付责任的事故所提出的索赔、诉讼、审理，保险人有权利并被给予机会来协助被保险人进行辩护、控制任何索赔。这种情况下，被保险人与保险人应保持全方位合作以进行索赔、诉讼和审理的抗辩。

5. 通知保险人

发生事故后，被保险人应尽快向保险人提供书面通知，并通报以下有关情况：

1. 事故的详细说明；
2. 事故可能造成或已经造成的损失；
3. 被保险人首先了解到的情况。

针对除外责任第11款的索赔，被保险人应在该条款要求的时间内提供书面通知。

6. 责任认定

被保险人不得以任何方式承认、认可事故的责任，也不得解决、协商因此事故引起的索赔、诉讼，在未获得承保人的同意下，也不得发生任何费用，除非是事故急需的急诊费、外科手术费。

7. 交叉责任条款

如果某被保险人产生了对其他被保险人的责任，本保单将承保针对该索赔的责任，如同向每个被保险人分别出具了独立的保单，但多个被保险人不增加本保险的责任限额。

在任何情况下，本保险条款不承保保险财产的任何物质损失、损坏和缺陷。

其他被保险人的保险范围不适用于对其他承包商和/或供应商和/或供应商的实际或声称的责任，包括由此造成的损失、利润损失或业务中断。

8. 海洋生物条款

在保险期间由于被保险人的业务而对海洋生物造成的损失或损害,被保险人依法应承担的第三方的经济损失赔偿责任,本保单予以扩展承保。

根据本条款规定,保险人承担的每次事故的责任限额,根据保险双方的约定。

9. 其他保险条款

对于本保险条款项下保单保障为基础层保障,且不与主要被保险人或其他被保险人持有的其他保险分摊损失。

第三部分-定义

1. **“人身伤亡”**: 指在从事本保险条款项下保单所承保的作业过程中,因意外导致的任何人遭受的身体伤害、疾病,包括由此导致的死亡(包括误工损失)以及精神痛苦。
2. **“索赔费用”**: 指合理的法律费用和被保险人或被保险人代表抗辩保险责任范围内的任何索赔所支付的其他费用,包括律师费用、调查费、理算费、评估费、上诉费、以及判决前后应付的利息,但是不包括被保险人的雇员的工资、薪金和津贴及被保险人的管理费。
3. **“损失赔偿”**: 指补偿性损失、判决金额、裁决或经保险人同意的协商赔偿,但是不包括罚金、罚款、惩罚性或惩戒性的损失、衡平法救济、禁令救济、或任何由于补偿性损失增加而导致额外或间接的损失。
4. **“明示合同责任”**: 指责任范围内的事事故发生前,被保险人在以下合同中明示的责任:
 - a) 任何书面合同;或

- b) 任何口头合同，但须在口头合同订立后七日之内变为书面的合同。
5. **“事故”**：指一次事故，包括持续、重复面临着风险并导致了人身伤亡或财产损失，并且该风险从被保险人的角度而言是意外的。
6. **“财产损失”**：指有形财产的物质损失或损坏或损毁，包括财产的丧失使用，及未受到物质损害的财产的丧失使用，但该丧失使用必须是因保单期限内发生的事故且是由于已向保险人申报的被保险人作业意外引起的。
7. **“最终净损失”**：指被保险人应支付的损失赔偿总额，包括与保单责任范围内的索赔有关的索赔费用。

第四部分-除外责任

所提供的保障不适用于以下实际责任或声明责任：

1. 由于故意违反国家、国际、联邦或州法律的作业引起。
2. 由于任何机动车、拖拉机、拖车、车辆（手推车除外）、畜力车、机车、货车或货运飞机导致。本除外责任不适用于无须机动车辆登记的任何履带拖拉机、掘沟机、挖土机、起重机、压路机、铲土车和其他类似设备。
3. 由于以下原因直接或间接导致的、引起的人身伤害或财产损失：
 - a. 战争（无论宣战与否）、侵略、敌对行为、敌意，内战、叛乱、革命、起义、兵变，或任何政府当局对财产的没收、征用、国有化、毁坏。
 - b. 任何人基于政治或恐怖目的的行为，无论其是否是某一主权国家的代表，也不论此损失、损坏或有关费用是意外造成还是故意造成的。
4. 对任何人在为被保险人作业期间对其工具、材料或设备的损失、损坏所做出的赔偿。
5. 使用或操作水上船只，不论是否由被保险人所有、期租、光租、操作、负责，除非

已申报;

但是, 该除外条款不适用于由被保险人在船舶上所执行的活动, 不论该船舶是被保险人拥有, 定期租赁, 光船租赁还是经营。

6. 无论被保险人作为雇主还是以其他身份对其雇员的责任, 包括但不限于根据劳工补偿法、失业保障法、伤残保障、美国码头和港口工人赔偿法律、琼斯法案、公海死亡法案、海商法、联邦雇主责任法案、或任何其他类似责任法律中的上述责任, 也无论是否由主仆关系或雇佣关系引起的责任。
7. 由于对被保险人的雇员的人身伤亡、伤害、疾病、死亡而造成的对其配偶、子女、父母、兄弟、姐妹、亲戚、受赡养人或继承人的责任, 不论被保险人是作为雇主或其他名义。
8. 任何对被保险人雇员的人身伤害, 包括但不限于 (1) 赔偿、或者基于侵权、合同或者其他的分摊, 和 (2) 基于合同约定的对其他方的责任
9. 被保险人的雇员在雇用期间内对另一被保险人雇员的人身损害;
10. 被保险人的任何董事、高级职员、合伙人、负责人、雇员或股东对被保险人任何雇员的责任;
11. 任何时间任何地点由任何原因引起的渗漏、污染或沾污所直接或间接导致的人身伤亡或财产损失;

但是当以下都条件满足时, 本除外责任将不适用
 - a. 因一起事故而导致的渗漏、污染或沾污;
 - b. 该事故开始于一个可以确定的日期, 且该日期在保险明细表中列明的保险期限内;
 - c. 在事故发生以后14天以内由被保险人首次发现;

d. 在被保险人首次发现该事故起60天以内，承保人收到被保险人有关该事故的书面通知；

e. 事故不是由于被保险人的故意违反相关法律法规所导致。

即使满足了上述a)至e)的条件，本保险条款项下保单不适用于以下任何实际或声明的责任：

i.完全是由于法律、法规或合同要求而必须承担的评估、监控、控制、转移、消除或清除渗漏、污染或沾染物质的责任；

ii.减轻或调查对第三方财产的渗漏、污染或沾威胁。

iii.被保险人在任何时间拥有、租用、占用的财产的渗漏、污染或在任何时间由被保险人看管、照料、控制的财产（包括土壤、矿产、水和其他物质）的渗漏、污染或沾染。

iv.由于被保险人通过船只运输原油或其他类似物质（不包括被保险人将来作业所用的燃料或其他类似物质）所直接引起的责任；

v.从被保险人或被保险人代表的组织、个人的角度而言，故意的渗漏、污染和玷污所直接或间接产生的责任。

12. 处理、加工、治理、储存、处置、倾倒、监控、控制、移动或清理任何废弃材料或物质所产生的责任，或运输废弃物质过程中所产生的责任。

13. 由于被保险人的地下作业造成的沉降所直接或间接引起财产损失、损坏或丧失使用。

14. 地下的油、气、水或其他物质、材料的损失或损坏责任，或将其转变为地表上油、气、水或其他物质、材料的成本和费用，或控制、减少此类损失或损坏而产生的成本或费用。

15. 罚金、惩罚、惩罚性或惩戒性赔偿，包括三倍赔偿或由于补偿性赔偿的增加导致的

其他损害赔偿。

16. 被保险人或以被保险人名义进行贸易的其他方所制造、销售、处理或配送的货物、产品（包括其外包装）的责任。

17. 以下损失、损坏或丧失使用的责任：

- i. 被保险人所有、占有、租用、租借的财产；
- ii. 被保险人使用的财产；或
- iii. 被保险人看管、照料或控制的财产，或被保险人因任何原因而实际控制的财产。

此除外条款不适用于与任何第三方过境协议有关的工程或任何通过电网连接工程而提供的任何财产，而就这些财产来说，并不存在监管，保管和控制责任方之间的直接合同。

18. 在被保险人正常营业活动范围内，被保险人或其代理人生产、设计、销售、供应、安装、修理或修改的产品（或其部件）由于不能满足其功能而引起的移动、恢复、修理、更正或更换的费用。

19. 在被保险人商业活动中，被保险人或其代理人提供专业服务过程中的疏忽、错误或遗漏、玩忽职守、错误责任或未能提供专业服务的责任。专业服务包括但不限于地图的准备或审核、图纸、意见书、报告、检验、设计或规范和监督，检查、工程、数字处理等服务。

20. 直接或间接由于以下原因或归于以下原因造成的人身伤亡或财产损失：石棉、腕管症、煤粉；多氯化联二苯、甲基叔丁基醚、硅石头、苯、铅、云母、二氧（杂）芑、电磁场、药品或医用药物/产品/物质/器械，或任何包括上述材料或衍生物的物质。

21. 由于以下原因或归于以下原因直接或间接造成的人身伤亡、财产损失或费用。

- i. 核燃料、核废料或核燃料燃烧产生的放射性或者污染；
 - ii. 任何核设施、反应堆、其他核装置或其核部件的放射性、有毒、爆炸性物质或其他危险物或污染物；
 - iii. 任何使用原子或核的裂变或聚变或其他类似反应或辐射或放射物的战争武器。
 - iv. 任何原因导致的，任意时间发生的，任意地点发生的放射性污染
22. 被保险人对其产品的质量、适宜性保证项下的责任，或被保险人或其代表对其作业的工艺质量保证项下的责任。

适用于所有部分的一般除外责任

1. 放弃

不得向保险人放弃任何财产。

2. 没收

剥夺被保险人对其财产的使用，包括没收、征用、扣押、禁运、检疫。

3. 协会放射性污染、化学、生物、生化和电磁武器除外条款

本条款属于首要条款，优先于本保险中与之矛盾的任何内容。

- 1. 在任何情况下，承保范围都不包含由以下原因直接或间接产生、引起或导致的
损害赔偿责任：

1.1 核燃料、核废料或核燃料燃烧产生的电离辐射或放射性污染。

1.2 核设施、反应堆或者其它核能装配或核能组件的放射性、毒性、爆炸性或其它危险性或污染性特征。

1.3 利用原子能或核裂变和/或核聚变或者其它相似反应或放射性力量或者物质

的武器或装置。

1.4 放射性物质的放射性、毒性、爆炸性或其它危险性或污染性特征。本子条款

的排除范围不涉及核燃料以外的放射性同位素，前提是为商业、农业、医疗、

科学或者其它相似的和平目的准备、携带、存储或使用此类同位素。

1.5 化学、生物、生化或电磁武器。

4. 网络攻击除外责任

1.1 本保险仅适用于以下第1.2条，在任何情况下，本保险均不承保任何计算机、计算机系统、计算机软件程序、恶意代码、计算机病毒或进程或任何其他电子系统直接或间接造成的，或因使用或操作引起的损害责任或费用。

1.2 如果该条款已经在本保单中以批单形式承保战争、内战、革命、叛乱、暴动等风险，或由交战国或针对交战国，或恐怖主义或出于政治动机的任何人的敌对行为，则第 1.1 条不得用于排除在任何武器或导弹的发射和/或制导系统和/或发射机制中使用的任何计算机、计算机系统或计算机软件程序或任何其他电子系统所引起的损失（或应以其他方式承保）。

5. 制裁限制和除外责任条款

如果支付保险索赔或者提供此类赔偿将导致保险人（再保人）遭到联合国条例或欧盟、英国或美国贸易或经济制裁、法律或法规的制裁、禁令或者限制，则该保险人（再保人）没有责任按照本保单承保或支付任何索赔额或提供任何赔偿金。

6. 欺诈性索赔条款

如果被保险人在明知是虚假或欺诈的情况下仍作出一定金额或其他方面的任何索赔，则本合同效力终止。

信息

保险人已阅读了所有帮助评估承保期间相关险种风险的文件,包括但不限于所有险种的承保报告。

附件：英文条款**WIND FARM LIABILITY POLICY****GENERAL TERMS AND CONDITIONS FOR ALL SECTIONS****1. LAW AND JURISDICTION**

It is understood and agreed that this Policy shall be governed by the law and practice of China. Any dispute, controversy or claim arising out of or relating to this Policy shall be submitted to and determined by the courts of China, which shall have exclusive jurisdiction on all such matters.

2. ACCEPTANCE

By accepting the Policy, the Underwriter acknowledges that he was aware of all the material facts which are relevant to the Underwriter's decision to conclude the contract with the agreed content and which the Underwriter has requested in writing.

However, this acknowledgment is not applicable to material facts which have not been disclosed by the Insured with malicious intent. In this regard the Underwriter, might be entitled to rescission, cancellation or appeal of the contract as well as denial of indemnification payment.

3. FORFEITURE

Insurers may claim the right to terminate the contract, in respect of any Principal Insured, only in the event of a wilful or grossly negligent non-observance of the contractual obligation by a representative of the Principal Insured.

Insurers may claim the right to be totally or partially released from his liability only in the event of a wilful or grossly negligent non-observance of the contractual obligation by a representative of the Principal Insured.

4. REPRESENTATIVES CLAUSE

Only the following shall be deemed to be representatives of all Insureds:

- i. With regard to public limited companies – the Members of the Board of Directors and general managers of equal rank;
- ii. With regard to limited companies – the Executive Directors;
- iii. With regard to limited partnerships – the general partners;
- iv. With regard to non-English companies – a similar category of persons;
- v. With regard to other types of enterprise (such as, cooperatives, associations, societies, public corporations, local governments) – the highest appointed representative bodies pursuant to the statutory provisions.

5. PAYMENT OF CLAIMS

All claims covered under Policy shall be payable to the insured identified herein no later than thirty (30) days after presentation and acceptance of proofs of loss by Underwriters or their

approved representatives.

If the Principal Insured is unable to produce invoices (i.e. repair costs) this shall not give the Insurer reason to avoid payment.

6. CANCELLATION

1. It is understood and agreed that if:

- A. Any Insurer subscribing to this Insurance:
 - i. Ceases underwriting or accepting new business, whether entirely or in any class of business which partially or totally includes the coverage under this Policy, or
 - ii. Enter into a runoff arrangement, or
 - iii. Is subject to a scheme of arrangement, or
 - iv. With a financial strength rating falling below either a Standard and Poor' s or A.M. Best credit rating of A- or an equivalent credit rating provided by Moody' s or Fitch.
- B. Any action is taken in any jurisdiction for the suspension of payments by, or the dissolution, winding up, termination of existence, liquidation, insolvency administration or any bankruptcy of any Insurer, or
- C. A provisional liquidator, liquidator, trustee, administrator, receiver, administrative receiver or similar officer is appointed in respect of any Insurer or in respect of any part of its assets, or
- D. Any authorisation, approval or consent, license, exemption, filing, registration or notorisation or other requirement necessary or desirable to enable any Insurer to carry on business is modified, revoked or withheld or does not remain or proves not to have been in full force or effect, or
- E. It becomes unlawful for any Insurer to perform any of its obligations under the Policy or an intention is announced to take any of the actions stated in paragraphs A. to D. above, or
- F. In the published opinion of the Insurer' s auditor or a credit rating agency, the financial ability of an Insurer to pay claims is or may be impaired,

Then the Insured or the Insured' s Broker (as agent of the Insured) is entitled at its option to cancel that Insurer' s participation in this Policy at any time after the applicable act stated above. In that event, the premium due to that Insurer for this Insurance shall be the pro rata proportion of the premium allocated to the risks covered under the Policy which corresponds to the period for which the Insurer has been on risk, but after the deduction of that Insurer' s proportion of outstanding claims under the Policy.

2. Notwithstanding anything to the contrary contained in this Insurance or subsequently endorsed to it, it is understood and agreed between the Insurers and the Insured that if:

- A. The Insured, or

- B. The agents of the Insured on whose instructions this Insurance may have been effected,

Fails to pay Insurers the premium or any instalment of the premium by the date it is due, this Policy may be cancelled immediately by the Insurers giving notice in writing and, if applicable, the Insurers will as a consequence return to Insured pro rata premium calculated from the date of notice or from such later date as may be specified in the said notice.

The foregoing provisions are subject always to the terms and conditions of any letter of undertaking issued in favour of any assignee or mortgagee of this Policy.

Notwithstanding the above the Insured may cancel this Policy ab initio within 60 days of inception, subject to no losses within this 60 day period in the event that the Project is cancelled or delayed due to events beyond the control of the Insured and in the event that no exposure has attached hereunder.

7. ARBITRATION

Any dispute arising out of or in connection with this Insurance shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.

Should the mediation fail, the parties may, by mutual agreement, and within twenty eight days of such agreement, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. Such dispute may only be taken to arbitration if both parties agree. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act, or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be China. If either party does not agree that the dispute shall be taken to arbitration then either party shall have the right to institute proceedings in respect of such dispute in any court of competent jurisdiction in China.

8. MINOR CLAIMS CLAUSE

In the event a notified claim is not expected to exceed RMB 50,000.00 (excess of the deductible), it is agreed that the claim is not subject to a survey and the insured is not required to proceed with the repair without prior consultation with the insurer, provided that a comprehensive written incident report with supporting documentation is submitted to the insurer.

Notwithstanding the foregoing provisions, the insurer reserves the right to inspect the loss site.

9. VIOLATION OF TERMS AND CONDITIONS

Upon the consent of the two parties, if the insured violates the terms and conditions stipulated in this insurance contract, and only those coverages corresponding to the terms and conditions of these violations shall be invalidated but without affecting the coverage of other terms and conditions.

10. CHANGE OF RISK PROVISION

Upon mutual consent of the two parties, the insurance contract shall not lapse due to the change of the site location or value of the property insured or increase in exposures of the property insured or any material change without the knowledge of the applicant or the insured. However, as soon as the insured is aware of the situation, they should immediately notify the insurer and pay the possible additional premiums from the date of increase of the risk to the expiration of the insurance period, or the insurer will not be liable for the insurance.

11. AVERAGE CLAUSE

With the mutual consent of both parties, any indemnification under the policy is not subject to average.

Other conditions contained in this policy remain unchanged.

SECTION I— TERMS AND CONDITIONS**1. WAIVER OF SUBROGATION**

Insurers agree to waive rights of subrogation against any Principal Insured(s) and/or any other company, firm, person or party, including their contractors and/or sub-contractors and/or manufacturers and/or suppliers including drilling contractors, with whom the Insured(s) named in i and ii of INSURED clauses have entered into written contract(s) in connection with the Project, but only to the extent required by the contract.

2. PERCENTAGE INTEREST CLAUSE

All values, limits, deductibles and premiums contained in the Policy are in respect of a 100% interest and shall be reduced in proportion to the individual Principal Insured(s) interest as declared or as may be subsequently declared and agreed by Insurers.

3. ORDER OF PRECEDENCE

All clauses incorporated into the Policy by reference (hereinafter the “Incorporated Clauses”) apply insofar as they do not conflict with the wording of the Policy. In the event that the Incorporated Clauses conflict with this Policy wording, this wording shall take precedence.

4. HELD COVERED CLAUSE

In the event the interest is requisitioned for title or use, confiscated, nationalised, pre-empted or otherwise appropriated, wholly or in part, the Policy shall continue to cover the contingent liability of the Insured, subject to the insuring agreements, terms, conditions and exclusions herein, for a period of fourteen days after such event. Thereupon the Policy shall terminate unless there be prior agreement by the Insurers to continue coverage.

5. DUE DILIGENCE

The Insureds shall exercise due care and diligence in the conduct of all operations covered under the Policy, utilising all safety practices and equipment generally considered prudent for such operations. In the event any hazardous condition develops, the Insureds shall at their expense make all reasonable efforts to prevent the Occurrence of a loss insured against under the Policy.

6. PERMISSION TO OCCUPY AND OPERATE

Permission is granted to occupy and operate any portion or portions of the property insured and such occupancy or operation shall not constitute acceptance of the property insured, subject to any adjustment of premium as applicable, and prior notification to Insurers.

7. AGREEMENT WITH CARRIERS, WAREHOUSEMAN & OTHER BAILEES

The Assureds may waive their right(s) of recovery against private or contract carriers in writing prior to loss, and may accept bills of lading or receipts from common carriers, warehousemen or other bailees limiting their liability, but this insurance shall not inure to the benefit of any carrier, warehousemen or bailee.

8. INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any other insurer shall not operate to:

- a. deplete the Deductibles set out in Risk Details;
- b. increase Insurers' liability under the Policy; or
- c. increase any Underwriter's share of liability under the Policy.

9. CONFLICTING STATUTES

Any and all provisions of this insurance that conflict with the statutes of the state or country wherein this insurance is issued are understood, declared and acknowledged by Insurers and the Insured(s) to be amended to conform to such statutes.

10. ASSIGNMENT OR MODIFICATION OF THE POLICY

This Policy is made and accepted subject to the conditions, limitations, agreements and declarations and all endorsements signed by Underwriters, and shall constitute the entire contract between the Underwriters and the Insured(s). No notice or assignment of any right under the Policy nor any change, waiver or extension of its terms shall be valid unless endorsed hereon and signed by Underwriters.

In the event of the death, bankruptcy or receivership of an Insured within the Policy Period, the Policy shall, except in the event of cancellation, cover the legal representative of the Insured, provided that notice in writing is given to the Underwriters within thirty days after the date of such death, insolvency, bankruptcy or receivership.

SECTION II- INSURING AGREEMENT

1. COVERAGE

Insurers agree, subject to the limitations, terms, conditions and exclusions herein, to indemnify the Insured(s) for Ultimate Net Loss which the Insured(s) shall be obligated to pay by reason of

- i. liability imposed upon the Insured(s) by law, and/or;
- ii. Express Contractual Liability,

for Bodily Injury or Property Damage caused by an Occurrence, provided always that the Occurrence takes place during the Project Period and arises out of the activities described in the Scope of Insurance section herein.

2. DEDUCTIBLE

Regardless of the number of:

- i. Insureds under the Policy,
- ii. persons or organisations who sustain Bodily Injury or Property Damage, or
- iii. claims made or suits brought on account of Bodily Injury or Property Damage,

Insurers shall only be liable for Ultimate Net Loss exceeding the Deductible set forth in the Risk Details in respect of each and every Occurrence including expenses, liability, debris removal, uncollected accrued charges and legal fees, and/or defence charges, or all combined.

3. LIMIT OF LIABILITY

The Limit of Liability stated in the Risk Details is the limit of Insurers' liability for all Ultimate Net Loss by reason of any one Occurrence without regard to the number of Insureds, claims or claimants. The Limit of Liability shall be reduced and may be exhausted by Ultimate Net Loss payments. Insurers shall not be obligated to make any Ultimate Net Loss payment once the Limit of Liability is met, or upon deposit of the available Limit of Liability in a court of competent jurisdiction.

4. DEFENCE AND SETTLEMENT

Insurers shall not be called upon to assume charge of the settlement or defence of any claim or suit brought or proceeding instituted against the Insured(s), but Insurers shall have the right and shall be given the opportunity to associate with the Insured(s) in the defence and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve amounts payable by Insurers, in which event the Insured(s) and Insurers shall co-operate in all things in the defence of such claim, suit or proceeding.

5. NOTICE TO INSURERS

In the event of an Occurrence, the Insured(s) shall provide written notice to Insurers as soon as is practicable stating the following:

1. the specific Occurrence; and
2. the damages which may result or has resulted from the Occurrence; and
3. the circumstance by which the Insured(s) first became aware of the Occurrence.

In respect of Claims to which Exclusion 11 applies, the Insured(s) shall provide such notice within the timing requirements set forth in that exclusion.

6. ADMISSION OF LIABILITY

The Assured(s) shall not in any way acknowledge or admit any liability on account of any Occurrence nor settle nor negotiate the settlement of any claim or suit resulting therefrom, nor without the consent of Insurers, incur any expense other than such immediate medical or surgical aid as is imperative at the time of the accident.

7. CROSS LIABILITIES

In the event of one Insured incurring liability to any other of the Insureds, this Policy shall cover the Insured against whom the claim is or may be made in the same manner as if separate policies had been issued to each Insured. However, the inclusion of more than one Insured hereunder shall not operate to increase the Limit of Liability.

In no case shall this Policy provide coverage for any physical loss of or physical damage to or defects discovered in the property insured.

Coverage in respect of Other Insureds does not apply to actual or alleged liability to other contractors and/or vendors and/or suppliers for consequential loss, loss of profit or business interruption.

8. MARINE ORGANISMS

This insurance contract is extended to cover losses or damages caused to marine organisms during the insurance period as a consequence of the Insured's business. The financial liability of a third party shall be payable in accordance with the law.

Insurers' limit of liability under this clause shall be RMB 20,000,000 each and every Occurrence.

9. OTHER INSURANCE

The insurance afforded shall be primary to, and receive no contribution from, any other insurance maintained by or for the Principal Insured(s) and/or Other Insured(s).

SECTION III – DEFINITIONS

1. **"BODILY INJURY"** means bodily injury, sickness or disease, including death resulting therefrom (and including damages allowed for loss of services) and mental anguish, provided such injuries are accidentally sustained by any person by reason of the Insured's operations as declared hereto.
2. **"Claims Expenses"** shall mean reasonable legal costs and other expenses incurred by or on behalf of the Insured(s) in the defence of any covered claim including attorney's fees and disbursements, investigation, adjustment, appraisal, appeal costs and expenses and pre- and post- judgement interest, excluding salaries, wages and benefits of the Insured's employees and the Insured's administrative expenses.
3. **"Damages"** shall mean compensatory damages, monetary judgements, awards, and/or compromise settlements entered with Insurers' consent, but shall not include fines or penalties, punitive damages, exemplary damages, equitable relief, injunctive relief or any additional damages resulting from the multiplication of compensatory damages.
4. **"EXPRESS CONTRACTUAL LIABILITY"** means liability that the Insured has expressly assumed prior to any Occurrence covered by this Policy in:
 - a) any written contract; or
 - b) any oral contract reduced to writing within 7 days after the contract is orally agreed.
5. **"OCCURRENCE"** means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured.
6. **"PROPERTY DAMAGE"** means a sudden and accidental event resulting in physical loss of or direct damage to or destruction of tangible property, including the loss of use thereof, and including the loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence during the Policy Period, and such losses are accidentally sustained by reason of the Insured's operations as declared to Insurers.
7. **"Ultimate Net Loss"** shall mean the total sum the Insured is obligated to pay as Damages, and shall include Claims Expenses in respect of claims covered under this Policy.

SECTION IV – EXCLUSIONS

The insurance afforded does not apply to actual or alleged liability:

1. arising out of operations in intentional violation of any national, international, federal or state statute or law;
2. caused by any automobile, tractor, trailer, vehicle (other than hand propelled), team, locomotive, freight cars or aircraft. This exclusion shall not apply to any crawler type tractor, ditch or trench digger, power crane, shovel, grader, scraper and similar equipment, not subject to motor vehicle registration or to the use of any drone(s);
3. for Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of:
 - a. war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority; or
 - b. the consequence of any act for political or terrorist purposes of any person or persons whether or not agents of a sovereign power and whether or not the loss, damage or expenses resulting therefrom is accidental or intentional;
4. for indemnification of persons for damage to or loss of their tools, materials or equipment while performing operations for any Insured;
5. arising out of the use or operation of watercraft, whether owned, time chartered, bareboat chartered or operated by any Insured, or for which any Insured may be responsible other than as declared hereto;

However this exclusion shall not apply in respect of activities performed by any Insured executed from a watercraft whether owned, time chartered, bareboat chartered or operated by any Insured.

6. to an Insured's employees, whether the Insured is liable as an employer or in any other capacity, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit law, United States Longshoremen's and Harbour Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws of liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not.
7. to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of an Insured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Insured may be liable as an employer or in any other capacity whatsoever;
8. arising out of Bodily Injury to any employee of the Insured, including without limiting the generality of the foregoing any such liability for (i) indemnity or contribution whether in

tort, contract or otherwise and (ii) any liability of such other parties assumed under contract or agreement;

9. of any employee of any Insured with respect to Bodily Injury to another employee of the Insured sustained in the course of such employment;

10. which any director, officer, partner, principal, employee or stockholder of the Insured may have to any employee of any Insured;

11. for Bodily Injury or Property Damage directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening; This exclusion shall not apply when the Insured has established all of the following conditions:

- a. the seepage, pollution or contamination was caused by an event;
- b. the event first commenced on an identified specific date during the Policy Period set out in the Risk Details;
- c. the event was first discovered by the Insured within 14 days of such commencement;
- d. Insurers received written notification of the event from the Insured within 60 days of the Insured's first discovery of the event; and
- e. the event did not result from the Insured's intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions a) to e) are satisfied, this policy does not apply to any actual or alleged liability:

- i. to evaluate, monitor, control, remove, nullify or clean up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by any statute, rule, ordinance, regulation or imposed by contract;
- ii. to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- iii. for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Insured, or which is or was at any time in the care, custody or control of any Insured (including the soil, minerals, water or any other substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control);
- iv. arising directly out of the transportation by the Insured of oil (other than fuel or other substances used in furtherance of the Insured's operations) or other similar substances by watercraft; or
- v. arising directly or indirectly from seepage, pollution or contamination which is intended from the standpoint of the Insured or any other

person or organisation acting for or on behalf of the Insured;

12. for or arising out of the handling, processing, treatment, storage, disposal, dumping, monitoring, controlling, removing or cleaning-up of any waste materials or substances, or arising out of such waste materials during transportation;
13. for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured;
14. for loss of or damage to sub-surface oil, gas, water, or other substance or material, or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material, or for the cost or expense incurred or rendered necessary to prevent or minimise such loss or damage;
15. for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages;
16. arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof;
17. for damage to or loss of or loss of use of:
 - i. property owned or occupied by or rented or leased to the Insured
 - ii. property used by the Insured; or
 - iii. Property in care custody or control of the Insured or over which the Insured is for any propose exercising physical control;

This exclusion shall not apply in respect of works associated with any third party crossing agreement or any property provided under the grid connection works where no direct contract between parties governing responsibility for care, custody and control exists.

18. for the costs of removal, recovery, repair, alteration or replacement of any product (or any part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired or altered by or on behalf of the Insured in the normal course of the Insured's operations;
19. arising from any negligence, error or omission, malpractice or mistake in providing or failing to provide professional services, which is committed or alleged to have been committed by or on behalf of any Insured in the conduct of any of the Insured's business activities. Professional services include but are not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services;
20. for Bodily Injury or Property Damage directly or indirectly arising out of: asbestos; carpal tunnel; coal dust; polychlorinated biphenyl's; methyl tertiary butyl ether; silica; benzene; lead; talc; dioxin; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof;
21. for Bodily Injury, Property Damage or expense directly or indirectly caused by or

contributed to by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- iv. radioactive contamination however caused whenever or wherever happening;

22. assumed under a warranty for the fitness or quality of the Insured's products or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**1. ABANDONMENT**

There shall be no abandonment to the Insurers of any property.

2. CONFISCATION

Confiscation, requisition, detention, embargo, quarantine, which deprives the Insured of the use of its property.

3. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (CL 370)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

1.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.

4. CYBER ATTACK EXCLUSION CL380

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

5. SANCTIONS LIMITATION AND EXCLUSION CLAUSE LMA 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. FRAUDULENT CLAIMS CLAUSE (LMA5062)

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

Form approved by Lloyd's Market Association.

INFORMATION

insurer(s) have seen documents to support the assessment of the risk at the time of underwriting including but not limited to the Underwriting Report.