

中国太平洋财产保险股份有限公司**海上风电营业中断保险条款****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。由该保单引起或与该保单有关的任何争议、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，则保险人确认已经知悉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重要事实的情况，在此种情况下，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或其代表人认可接受后三十(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),不能作为保险人避免付款的理由。

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的风险的期间相对应, 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

未能向保险人支付保费或到期应付的分期保费, 保险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, 保险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

如果事故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保险人协商进行维修，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-营业中断

1. 承保条款

根据本保单的条款、条件、除外责任和限制条件,保险人将就以下方面向被保险人作出赔偿:

- (a) 本保单约定的营业收入的损失和/或减少;
- (b) 本保单约定的额外的费用;
- (c) 为避免或降低第1项的收入损失而采取的额外营业费用,但该费用金额不得超过此类避免或降低的收入损失的金额;

上述损失由被保险人财产的物质损失或损害引起,而该物质损失或损害(不论可否扣除或限制)是由海上风电运营一切险所承保风险引起的。

尽管如此,在任何情况下,本保单所提供的承保范围均不因设计条款的实施而受到限制。

2. 恢复运营

本保险的条件是,如果被保险人能通过受影响的一个地点或多个地点来完全或部分恢复业务运营,或者通过使用其他类似的合理手段来减少损失,则减少的损失应在确定赔偿金额时予以扣减。

3. 赔偿期限

对于导致本保单所承保的收入损失和/或额外的费用和/或追加的支出的每次事故, 在此提供赔偿的期限, 应从该收入减少超过本保单免赔天数开始计算, 并应持续至以下列出的时间 (以最早发生的时间为准) :

在被保险人恪尽职守的情况下, 发电量可以恢复至未发生损失时的水平;

等待期届满后的12个月, 累计赔偿期限最长不超过12个月。

此期限不受本保单到期日的限制。

4. 收入

根据上述条款规定的赔偿期限内, 收入损失应计算为 $(A) \times (B)$, 其中:

(A) = 损失的发电量兆瓦时 (MWh) , 根据风电场风速测量设备确定的被保险人的发电量低于原本未发生损失时的发电量的兆瓦时数; 和

(B) = 是被保险人就本保单承保的一个地点或多个地点收取的每兆瓦时的电量价格 (人民币) , 该电价需扣除增值税。

5. 额外费用

额外费用是指由主要被保险人为加快恢复业务而采取的临时或长期措施所产生的合理费用。

本条款规定每次事故的赔付限额, 根据保险双方的约定。

6. 等待期

等待期指的是所列明的事故自损失发生之日起算, 未超过风险明细表中规定的每次事故免赔天数, 因而未能获得赔偿的这段期间。

第二部分-特别约定

1. 特别约定1-增值税

如果被保险人向增值税的税务机关支付税款,则本节中的所有条款均不就该税项进行赔偿。

2. 特别约定2-备选交易条款

如在赔偿期内,由被保险人或其代表为早日恢复业务而提供住宿或服务,则在赔偿期内计算预计收入损失时,须将该住宿或服务已支付或须支付的款项考虑在内。

3. 特别约定3-防止进入

因承保的住所附近有有形财产的物质损失或损害,根据民事或军事当局的命令明确禁止进入被保险财产,从而造成本文规定的收入损失和/或减少,保险人应予以赔偿。但是,本条款不承担因船舶无法使用需进行修理而造成的损失。

4. 特别约定4-租约或许可证暂停

由于暂停、失效或取消任何租约或许可证而造成的收入损失的增加,本保单予以扩展承保。如果损失的增加直接源于此类中断,那么保险公司只应对本保单承保的赔偿期内的被保险人收入的损失负责。

5. 特别约定5-公共设施条款

除本保单条款另有规定外,赔偿责任还包括因保险财产所在地的电力、水或天然气供应故障,造成的被保险业务中断或受到干扰,进而导致被保险人的收入损失或减少。这种故障源于属于公用电力、水或天然气供应商或其使用的未被本保单排除在外的财产发生物质损失或损坏,但这种物质损失或损坏不是由供应商的故意行为引起的,或者除非这种故意的行为的唯一目的是为保护生命安全,或者保护供应商系统的一部分,或者不是因配给计划引起的(除非仅仅因为供应商系统的一部分受到损害而需要该配给计划)。

6. 特别约定6-物质损失放弃免赔条款

兹经双方同意并约定,若物质损失保单项下之损失低于免赔额,同意本保单不以下列条

件为保险生效的先决条件。营业中断的损失必须以在发生损失时，应有承保被保险人在上述处所的财产利益的物质损失的有效保险，并已在该保险项下取得赔偿或已由保险人承认赔偿责任为基础。

7. 特别约定7-客户和供应商

由于客户或供应商有形财产的物质损失或损坏而导致的本保单承保收入的损失，本保单予以扩展。但是受制于本保单其他条款和规定，本条款就有关每次事故的责任限额最高不得超过本保险合同约定的相应的分项限额。本条款适用客户和供应商如下：

- (a) 客户或供应商名单一览表；
- (b) 运营和维护承包商；
- (c) 配电网络运营商；
- (d) 海上输电运营商。
- (e) 其他预定的客户和供应商。

8. 特别约定8-或有营业中断

因非自备变电站、输电设施、配电系统和设备造成的直接物质损失或损坏或电力故障，进而导致被保险人的收入损失或减少，本保单予以扩展承保。具体设施包括但不限于：

- i. 海上开关设备（来自项目业主所有的变电站）；
- ii. 输出电缆（陆上和海上）；
- iii. 海上变电站/转换器；
- iv. 接收陆上变电站（完整）；
- v. 高压并网系统；
- vi. 输电线路和输电塔
- vii. 安全设施；

viii. 不动产。

包括被保险人场所的最终输电塔。

本保单承保范围受本保单项下所有其他项目、条款和条件的约束。

第三部分一般条件

1. 损失通知

根据任何具体条款和约定，在合理可行的情况下，对于可能涉及本保险单的损失，被保险人应尽快向保险人发出书面通知。

未能通知损失，而该损失在发生时似乎并不涉及本保险单，但在以后某个日期却引起本保险单项下的索赔，并不妨碍被保险人向这些保险人提出索赔。

2. 增加和修正

本保单始终受制于总保单的限额：

(a) 物质损失部分-双方同意，对计划估值的任何修订将自动承保，但最高不得超过

任何一项价值的25 %，须在合理可行的情况下，尽快向保险人提出申请。

(b) 所有新的收购和/或利益都将自动承保，但是须就此向保险人提出申请。

任何修改或增加的额外的和/或退回的保费，应按保险人在开始时或在声明和协议时商定的日比例的年费率，予以支付。

3. 独立保单

如果被保险人有需要，保险人同意将向不同被保险人各自签发一份独立的保单。

4. 解除保单条款

主要被保险人可通过书面通知解除本保单。此类通知应声明该类解除何时生效（不晚于此后30天）。如果主要被保险人解除本保单，则满期保费需经保险人同意。如果保险人解

除本保单，则满期保费应按比例计算。保险费调整可在保单正式解除时进行，也可在此后可行的时间内尽快进行，但在存在未到期保费的支付或清偿情况下并不适用于该条款。

5. 全部的连带被保险人条款

双方同意，如果书面合同有要求，任何个人、公司或组织都应作为额外的被保险人，但仅限于被保险人因操作而造成的人身伤害和/或财产损失的责任。

本条款针对向其提出索赔或提起诉讼的每个被保险人单独提供保障，但保险人承担的赔偿责任不超过风险明细表中列明的责任限额。

将任何个人、公司或组织作为被保险人均不得影响其他人员、公司或组织作为索赔人的任何权利。

6. 代位追偿权条款

保险人在完成本保单项下的赔款后，在赔偿金额内，可以代位行使被保险人的追偿权。被保险人在损失后不得损害该等权利，并应尽一切合理努力保留该等权利。但是，对于下列情况，保险人无权代位行使或要求转让被保险人的一项或多项追偿权：

- (a) 被保险人在损失发生之前以书面形式放弃或者限制其请求赔偿权的任一方；或
- (b) 其他被保险人或本保单承保的被保险人业务的联合或共同投资合伙人或共同被许可人；或
- (c) 被保险人的任何客户。

即使本代位追偿权条款另有规定，制造商或供应商提供的任何特定担保或保证在保险期限内仍然是要保留追偿权利的。

7. 破产无偿债能力

在被保险人或由被保险人组成的任何实体破产或倒闭的情况下，保险人不应因此被免除由于此类破产或倒闭可要求的赔偿。

但是，被保险人和/或任何其他保险人和/或任何其他保险人的倒闭、破产、接管或任何拒绝或无力支付不得：

- (a) 增加本保单下的保险人责任；
- (b) 增加本保单下的任何保险人的责任份额。

8. 许可和权利条款

- (a) 双方同意，如果根据任何公共、政府、当局和/或其他法定规则或《免受损害协定》，被保险人被要求对被保险财产的损失、损害，向任何公共、政府机构或当局(包括武装部队)提供赔偿，则保险人同意根据《免受损害协定》相应地向该公共、政府机构或当局提供赔偿。
- (b) 保险人允许被保险人立即进行一切合理必要的财产更换及修理。
- (c) 被保险人在被毁坏或损坏的财产被更换或修理之前，无须提供损失证明。

9. 被保险人的协助与合作

保险人有权作出他们认为必要的任何调查，包括但不限于，任何与保险相关的调查。被保险人应在所有调查中与保险人合作，包括对本保单承保范围的调查，并应保险人的要求，协助达成和解协议，进行诉讼，以及强制执行对任何个人或组织追偿的权利。被保险人应出席听证和审判，协助获得和提供证据，并争取证人出庭。

除非被保险人自己支付相关费用，否则未经保险人同意，被保险人不得承认任何责任、支付任何赔偿、承认任何义务、承担任何费用、参与任何和解、对任何判决或裁决作出规定或以其他方式处理任何索赔。如果被保险人拒绝接受保险人建议的关于接受索赔人的和解协议，且选择争夺或继续进行与此类索赔相关的任何法律诉讼，则保险人对最终净损失的赔偿责任，在遵守赔偿责任限额的前提下，不得超过该索赔本应得到和解的金额加上保险人同意后至拒绝之日为止发生的索赔费用。

10. 救助和赔偿条款

双方理解并同意，在本保单项下支付任何赔款后，保险人将与所有其他利益相关方(包括被保险人)共同行使追偿权或获得救助收益的权利。在本保险项下的损失结算后收回或收到的任何净救助、收回的追偿款或付款(被保险人或其代表获得的其他保险赔款除外)应如同在此类结算前收回或收到一样，然后在被保险人和本保险人之间进行所有必要的理算调整，但本条款中的任何规定不得解释为在被保险人的损失最终确定之前，本保险项下的损失将不予以赔偿。

双方理解并同意，在本保单项下索赔范围内的任何赔款，保险人都有从对应追偿中获益的权利。

11. 赔款接收人

本保险项下的任何损失(除非另有特别规定)应与本保险的主要被保险人一起进行理算，并应支付给在损失发生时或根据其授权，享有此类损失索赔的所有权或权益的被保险人。

12. 错误与遗漏条款

本保险不受任何无意的或偶然的下述项目的影 响：

- (a) 错误或遗漏；和/或
- (b) 不正确的描述；和/或
- (c) 不按要求报告（如果已约定，则不适用于本保单所附第三方责任部分中的任何特定发现和通知条款）；和/或
- (d) 被保险人名称或称谓错误。

13. 沟通通知

本保险可能所需的被保险人与保险人之间（反之亦然）的通讯通知，应通过保单约定的保险经纪人进行。

14. 其他保险条款

如保险人存在相同或类似保障的其他保险, 则本保险单仅对超过此其他保险责任范围以外的部分损失进行赔偿, 除非, 该其他保险被指定作为超出本保险单责任限额的超额保险。

15. 检查和审计

应允许保险人视察被保险人的营业场所和经营情况, 并检查和审核与本保险直接相关的被保险标的物的被保险人的账簿和记录, 以及正常营业时间内的任何索赔记录。

16. 期限延长

如果本保单到期或被取消, 而此保单项下的损失赔偿正在进行中, 则经双方理解并同意, 受本保险所有其他条款和条件以及综合单一责任限额的限制, 上述损失仍然得到保障, 如同全部的损失发生在到期或被取消之前一样。

17. 尽职调查条款

被保险人在任何时候均应尽量防止或减少本保单中承保财产的损失或损坏。

18. 部分利益条款

如果被保险人在产权或费用摊销方面的利益低于100%, 则本文中保险人的责任限额、免赔额和保费 (除了所述被保险人利益外) 应与被保险人的百分比权益成比例减少。

本条款通常受本文所述的通用保险条件部分的 “其他保险” 条款的约束。

19. 预付赔款条款

如果发生赔偿损失, 则应与保险人协商预付赔款。

20. 费用条款

本保险承保范围包括以下内容: -

(a) 遭受损失、损毁或损坏的被保险财产恢复所必然产生的费用和相关成本

(b) 被保险人为提供保险人可能要求和批准的证据而需要支付的合理费用。

21. 主要的特定承保范围

除了本保单其他部分规定的适用的责任限额外，双方特此理解并同意，尽管本保单有任何相反规定，本保险特别保证承保以下直接或间接导致的物质损失或损坏：

- (a) 被遗弃的战争武器，包括但不限于地雷和/或鱼雷；
- (b) 军事演习中的意外；
- (c) 罢工者、停工工人或参与劳工骚乱、或暴动、或民众暴动、故意破坏或恶意破坏的人员，但不包括由此引发的内战、革命、叛乱、起义或内乱，此外，还不承担任何因上述危险而产生的延误、延迟或使用损失的索赔。

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（CL370）

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。

英文条款（后附）

WIND FARM BUSINESS INTERRUPTION CLAUSE

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 – BUSINESS INTERRUPTION

1. INSURING CLAUSE

Subject to the terms, conditions, exclusions and limitations of this Policy, Insurers will indemnify the Insured in respect of:-

- a) Loss and / or reduction and/or deferment of Revenue as defined herein;
- b) Extra Expense as defined herein;
- c) The additional expenditure incurred to avoid or reduce the loss, reduction or deferment of Revenue in Item 1 but not exceeding the amount of such loss, reduction or deferment avoided or reduced;

Resulting from physical loss or physical damage to property of the Insured, which loss or damage is covered, irrespective of deductible or limit, Operating All Risks of this Policy.

Notwithstanding the above, under no circumstances is coverage afforded under this policy limited by virtue of the operation of Claus Design Clause.

2. RESUMPTION OF OPERATIONS

It is a condition of this insurance that if the Insured could reasonably reduce a loss hereunder by complete or partial resumption of operations at the location or locations affected, or by making use of other similar property at the location or locations affected, such reduction shall be taken into account in determining the amount of indemnity hereunder.

3. INDEMNITY PERIOD

In respect of each Occurrence giving rise to loss of Revenue and/or Extra Expense and/or additional expenditure covered by this policy, the period during which the indemnity is hereby provided shall commence upon expiry of the Time Excess consecutive or non-consecutive throughout which Revenue is reduced as a result of an Occurrence covered by the terms of this policy and shall continue until the earliest of the following:

Such time that, with due diligence by the Principal Insured, electricity generation could be

restored to the level(s) which would have existed had the loss not occurred;
Expiry of the next consecutive or non-consecutive period of 12 months excess of the Waiting Period.

This period shall not be limited by the expiry date of this policy.

4. REVENUE

Revenue shall be calculated for each day during which the Indemnity Period is provided for in the clause above as (A) x (B) where:

(A) = the Mega Watt hours (MWh) by which the first named Principal Insured' s electricity production falls short of the level of production which would have existed had the loss not occurred, as determined by reference to the wind farm anemometry equipment; and

(B) = RMB (currency) per MWh being the applicable rate / tariff to be received by the first named Principal Insured in respect of location or locations covered hereunder.

5. EXTRA EXPENSE

Extra Expense shall mean reasonable costs incurred by the Principal Insured for temporary or permanent measures undertaken for the purpose of expediting the resumption of operations.

This clause is subject to a sub limit of RMB _____ each and every Occurrence.

6. WAITING PERIOD

No recovery during the first number of days (specified as the Time Excess in the Risk Details) of an Occurrence (as recoverable under Section III) as declared, from and including the date of the Occurrence of the Damage.

SECTION II- MEMORANDA

1. MEMORANDUM 1 - VALUE ADDED TAX

To the extent that the Principal Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

2. MEMORANDUM 2 - ALTERNATIVE TRADING CLAUSE

If during the Indemnity Period accommodation shall be provided or services shall be rendered elsewhere than at the Situation for the benefit of the Business either by the Principal Insured or by others on their behalf, the money paid or payable for such accommodation or services shall be brought into account in arriving at the estimated revenue during the Indemnity Period.

3. MEMORANDUM 3 - PREVENTION OF ACCESS

This Policy shall also indemnify the Principal Insured for loss and or reduction and/or deferment of Revenue, as defined herein, during the indemnity period where as a consequence of physical loss or physical damage to tangible property in the vicinity of any of the Insured's premises, access to the Property Insured hereunder is specifically prohibited by order of civil or military authority. This clause, however, shall not be used for recovery arising from unavailability of vessels to effect repairs.

4. MEMORANDUM 4 - SUSPENSION OF LEASE OR LICENCE

This Section is extended to include increase in loss of Revenue caused by the suspension, lapse, or cancellation of any lease or licence where such increase in loss results directly from the interruption hereunder, and then Insurers shall be liable for only such loss as affects the Principal Insured's Revenue during, and limited to, the Indemnity Period covered under this policy.

5. MEMORANDUM 5 - UTILITIES CLAUSE

Subject otherwise to the conditions of this Policy the indemnity includes loss and/or reduction and/or deferment of Revenue resulting from interruption or interference in consequence of the failure of supplies of electricity, water or gas at the site of the Property Insured in consequence of physical loss or physical damage to property of a type not excluded herein belonging to or used by the public suppliers of electricity, water or gas where such physical loss or damage is not caused by a deliberate act of the supplier unless such deliberate act is performed for the sole purpose of safeguarding life, or protecting a part of the supplier's system or not caused by a scheme of rationing unless necessitated solely by damage to a part of the supplier's system.

6. MEMORANDUM 6 - MATERIAL DAMAGE WAIVER

It shall not be a condition precedent to the Insurers liability in respect of interruption or interference with the Business that payment shall have been made or liability admitted under Section II of this Policy, if no such payment shall have been made nor liability admitted solely due to the operation of the Insured's deductible under Section I.

7. MEMORANDUM 7 - CUSTOMERS AND SUPPLIERS

The Insurance provided by this Section extends to include loss of Revenue in consequence of physical loss or physical damage to tangible property of Customers or Suppliers as scheduled hereto provided that after the application of all other terms conditions and provisions of the Policy the liability under this Memorandum in respect of any one Occurrence shall not exceed the Limit of Indemnity specified elsewhere herein

Schedule of Customers or Suppliers:

- (a) Operations and maintenance contractor(s);
- (b) Distribution network operator(s);
- (c) Offshore transmission operator(s).

Other Customers and Suppliers to be scheduled hereto.

8. MEMORANDUM 8 – CONTINGENT BUSINESS INTERRUPTION

The Insurance provided by this Section extends to include loss and/or reduction and/or deferment of Revenue arising from direct physical loss or direct physical damage or electrical breakdown to non-owned substations and/or transmission facilities and/or electrical distribution systems and equipment consisting of but not limited to:

- i. Offshore Switch Gear (from the Substation owned by the project owner);
- ii. Export Cable (Onshore and Offshore);
- iii. Offshore-Substations/Converters;
- iv. Receiving Onshore-Substation (complete);
- v. High Voltage Grid Connection System;
- vi. Transmission line and Transmission tower
- vii. Security facilities;
- viii. Real Estate.

Up and including the final Transmission tower on the Insured' s premises.

Coverage hereunder is subject to all other terms, clauses and conditions of this Section of the Policy.

SECTION III-GENERAL CONDITIONS

1. NOTICE OF LOSS

Subject to any specific discovery and reporting provisions, as soon as reasonably practicable, written notice of loss which is likely to involve this policy shall be given by the Insured to Insurers. Failure to notify a loss which, at the time of happening did not appear to involve this policy but which, at a later date, would have given rise to a claim hereunder, shall not prejudice the recovery of the claim by the Insured from these Insurers.

2. ADDITIONS AND AMENDMENTS

Subject always to the overall slip limit:

- (a) Physical Damage - It is agreed that any amendments of scheduled valuations shall be automatically held covered up to a maximum of 25% of the value of any one item, subject to advice to Insurers hereon as soon as reasonably practicable.
- (b) All new acquisitions and/or interests are automatically held covered subject to prompt advice to Insurers.

Additional and/or return premium in respect of any amendments or additions are payable at daily pro-rata annual rates agreed by Insurers at inception or as may be agreed at time of declaration and agreement.

3. SEPARATE POLICIES

Privilege is granted to issue separate policies as may be required.

4. CANCELLATION

The Principal Insured may cancel this Policy upon written notification. Such notice shall state when (not less than 30 days thereafter) the cancellation shall be effective. If the Principal Insured cancels this Policy, earned premium shall be agreed by Insurers. If Insurers cancel this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.

5. BLANKET ADDITIONAL INSURED

It is agreed that, if required by written contract, any person, firm or organisation is included as an Additional Insured but only in respect of liability for Bodily Injury and/or Property Damage arising out of operations performed by an Insured.

This condition applies separately to each Insured against whom Claim is made or suit is brought except with respect to Insurers Limit of Liability set out in the Sum Insured of the Risk Details.

The inclusion of any person, firm or organisation as an Insured shall not affect any right which such person, firm or organisation would have as a claimant if not included.

6. SUBROGATION

Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) Any party to whom the Insured, prior to a loss otherwise recoverable has in writing waived or limited its right or rights of recovery; or

- (b) Any Additional Insured, or any Joint or co-Venture partner or co-licencee of the Insured's operations covered hereunder; or
- (c) Any guest(s) of the Insured.

Notwithstanding anything contained in this Subrogation clause any specific guarantee or warranty provided by manufacturers or suppliers shall remain paramount for its duration.

7. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, Insurers shall not be relieved thereby of the payment of any claims recoverable hereunder because of such bankruptcy or insolvency.

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

- (a) Increase Insurers' liability under this Policy;
- (b) Increase any Insurers' share of liability under this Policy.

8. PERMITS AND PRIVILEGE

- (a) It is agreed that where the Insured is required under any public, governmental, authorities' and/or other statutory rules or regulation to "hold harmless" and/or provide an indemnity to any public, governmental body or authority (including the armed forces) for loss, damage or liability to the Property Insured, then Insurers agree to "hold harmless" and/or provide an indemnity to such public, governmental body or authority accordingly.
- (b) Permission is hereby granted to make immediately, all reasonable necessary property replacements and repairs.
- (c) The Insured shall not be required to render proof of loss until destroyed or damaged property has been replaced or repaired.

9. ASSISTANCE AND CO-OPERATION OF THE INSURED

Insurers shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage. The Insured shall co-operate with Insurers in all investigations, including investigations regarding the coverage under this Policy and, upon Insurers' request, assist in making settlements, in conducting suits and in enforcing any right of contribution or indemnity against any person or organisation. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award or otherwise dispose of any Claim without Insurers' consent. If the Insured shall refuse to consent to any settlement recommended by Insurers and acceptable to the claimant and elects to contest or continue any legal proceedings in connection with such Claim, then Insurers' liability for Ultimate Net Loss, subject to the Limit of Liability, shall not exceed the amount for which the Claim would have been settled plus the Claims Expenses incurred with Insurers' consent up to the date of such refusal.

10. SALVAGE AND RECOVERIES

It is understood and agreed that in case of any payment hereunder, Insurers will act in concert

with all other interests (including the Insured) concerned in the exercise of rights of recovery or gaining of salvage. Any nett salvages, recoveries or payments (except other insurance carried by or on behalf of the Insured) recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustment shall then be made between the Insured and Insurers hereunder, provided always that nothing in this Clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's loss has been finally ascertained.

It is understood and agreed that any recoveries secured shall be to the benefit of Insurers to the extent of any claim hereon.

11. LOSS PAYEE CLAUSE

Loss, if any, under this insurance (except as otherwise specifically provided) shall be adjusted with and payable to the Principal Insured herein in whom title to, or interest in, the exposure involved in such loss is vested at the time of the loss, or to their order.

12. ERRORS AND OMISSIONS

This insurance shall not be prejudiced by any unintentional and/or inadvertent:

- (a) Error or omission; and/or
- (b) Incorrect description; and/or
- (c) Failure to report as required (other than in respect of any specific discovery and notification provisions within any Third Party Liability Section attached hereto, if purchased herein); and/or
- (d) Error in the name or title of the Insured.

13. NOTICES OF COMMUNICATION

Any notices of communication between the Insured and Insurers and vice versa as may be required in respect of this insurance shall be made through _____.

14. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any Insured, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

15. INSPECTION AND AUDIT

Insurers shall be permitted to inspect the Insured's premises and operations and examine and audit the Insured's Books and Records directly pertaining to the subject matter of this insurance and any claim during normal business hours.

16. EXTENDED EXPIRATION

If this policy should expire or be cancelled while an Occurrence giving rise to a loss recoverable under this policy is in progress, it is understood and agreed that said loss, subject to all other terms and conditions and Combined Single Limit of Liability of this insurance, will be covered under this policy as if the entire loss had occurred prior to the expiration or cancellation.

17. DUE DILIGENCE

The Insured shall at all times act with due diligence to prevent, or minimise the extent of any loss or damage Insured hereunder.

18. PARTIAL INTEREST CLAUSE

In the event that the Insured's interest in property or expense is less than 100%, the limit of

liability of Insurers and Deductibles and Premium herein (except where stated to be the Insured's interest) shall be reduced proportionately to the Insured's percentage interest.

Subject always to the 'Other Insurance' Clause of the General Insuring Conditions herein.

19. ON ACCOUNT PAYMENTS

In the event of indemnifiable loss hereunder payments on account will be made as agreed with the Insurer.

20. FEES

Coverage hereon includes the following:-

- (a) Fees and related costs necessarily incurred in the reinstatement of Property Insured consequent upon its loss destruction or damage;
- (b) Reasonable charges payable by the Insured for services for producing such evidence as may be required and approved by Insurers.

21. PARAMOUNT SPECIFIC COVERAGES

Subject always to the applicable limit(s) of liability set forth elsewhere in this Policy, it is hereby understood and agreed that, notwithstanding anything contained herein to the contrary, this insurance specifically insures against physical loss and/or physical damage resulting from or incurred directly or indirectly as a consequence of:

- (a) Derelict weapons of war, including but not limited to mines and/or torpedoes;
- (b) Unintentional damage during military exercises;
- (c) Strikers, locked out workmen or persons taking part in labour disturbances or riots or civil commotions or vandalism, sabotage or malicious mischief, but excluding civil war, revolution, rebellion or insurrection or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use arising from the aforementioned perils.

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.