

中国太平洋财产保险股份有限公司

海上风电工程一切险条款

(中国广核集团项目专用)

本保险条款项下保单根据其条款、条件及除外条款，提供被保险人所遭受特定物质损坏的保险。在所有情况下，风险明细表部分所包含的信息将优先于该保单中所包含的任何与之看似矛盾的信息。

保险范围

根据保险约定、适用条款、条件和除外条款，本保险对风险明细表中申报及保单中约定的工程（以下简称“工程”），在工程期间发生的工程活动负责赔偿，但是赔偿前提条件为：这些工程活动包含在保险价值中。

保险承保的施工活动包括但不限于：研究、工程、设计、项目管理、采购、涂层、升降索具、导轨、格栅、保险杠、应急、安装、施工、仓储、装货/卸货、陆上、水上或航空运输（必要时包括停靠特定港口及地区），转运、拖航、打桩、货物运输，包括在货物运输期间的仓储（包括现场），升降机、组装、预安装、集成、拟合、浸水测试、安装、铺管、挖沟、电缆铺设和挖沟、埋设、钻井作业、岩石倾倒、回填、初始操作、架空、连接和/或对接操作、锚固、预试车、测试、试验、性能和压力测试以及试车和维护，直至各申报项目的最终完成。

本保险条款项下的保单应视为对每一主要被保险人单独出具的保单，但不应增加承保人的责任限额。

适用于所有部分的一般条款和条件

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, 则确认知悉与保险人决定就约定内容签订合同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的重要事实。在此情况下, 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时, 保险人才有权终止合同。**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时, 保险人才有权免除其全部或部分责任。**

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. 就有限责任公司而言 - 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、公营公司、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范围内的所有索赔应在提交损失证明并且保险人或其批准的代表人接受后三十 (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), 不能算作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:

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. 在任何管辖区采取行动中止任何保险人的付款、解散、清理、终止、清算、无力偿债管理或破产, 或

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

D. 使保险人能够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被修改、撤销或扣留或不再具有完全效力, 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,应由该保险人支付的本保险保费应是分配给保险单承保的风险保费的比例,该比例应与该保险人承担风险的期间相对应,但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. 依据本保险说明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。

上述条款始终受到出具的以本保险条款项下保单的任何受让人或抵押权人为受益人的任何担保书的条款和条件的约束。

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以下内容未曝光的情况下,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根据保单规定的额度（以人民币计价），则同意索赔不受调查约束，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被视为无效，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额外保费，否则保险人将不承保。

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 条款和条件 (适用于物质损失部分)

1. 关于其他被保险人的特殊约定

在整个保险期限, 其他被保险人在本工程中的权益得到本保险条款项下保单保障, 除非另有约定。本保险项下任何被保险人的权利只能通过主要被保险人行使。如根据合同要求, 本保险条款项下保单项下的利益转让给某一被保险人, 则转让的保险利益不得超出权益转让合同中的规定, 且在任何情况下不得超过本保险条款项下保单中下的利益。

2. 赔款接收人

损失赔偿及退回保险费应支付给主要被保险人。

3. 保费

如风险明细表部分中所述。

4. 代位追偿权条款

保险人应在本协议项下的任何付款范围内, 代位行使被保险人的所有追偿权; 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确保该等权利; 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险条款项下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优先考虑的。

5. 比例利益条款

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，并应根据随后申报并经保险人同意的每一主被保险人所持比例相应减少。

6. 优先顺序条款

本部分条款和条件项下所提及的所有条款（以下称“物质损失条款”），特指第一部分条款和条件（适用于物质损失部分），不应与该保单的内容相冲突，如有冲突，则以本部分条款为准。

7. 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当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，除非在终止前承保人已同意继续承保。

8. 资产处置条款

当主要被保险人处置其在项目中的部分或全部利益时，应立即将该处置行为通知承保人。承保人同意在该处置后14天内继续按原保险条件为被处置利益的新业主提供保障。该保障将在14天后自动终止，除非承保人和新业主就继续保单保障达成协议

如果新业主决定不继续维持该保单，承保人同意在该保险终止时对自己承担的风险和保费进行调整。此外，在被处置资产的保险终止后，承保人则没有义务向被处置利益的新业主、其代表或其承保人支付赔款，即使该损失或损坏由发生在资产处置日之前的事故所造成。

9. 克尽职守条款

被保险人在任何时候均应尽量防止或减少本保险条款项下保单中承保的损失或损坏。

10. 占用和运营许可条款

允许被保险人占用和运营部分被保险财产不应被视为被保险人接受该财产，应当提前通

知承保人并进行保费调整。

11. 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限定其责任的提单或收据,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。

12. 破产条款

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

- (a) 豁免保险明细表中规定的免赔额
- (b) 增加承保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

13. 法律冲突条款

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

14. 保单的转让或修改条款

保单条件、限制、明细表和承保人签署签发的所有批单,为被保险人和承保人之间的完整合同。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死亡、破产或遭破产清算,则保单将承保被保险人的法定代表人,除非保单已被取消。但上述死亡、破产或破产清算发生后30日内应以书面方式通

知承保人。

15. 发现期条款

只有在最终完工之日后24个月内并同时在本保险条款项下保单规定的特定维护期, 被保险人发现并向保险人报告了此类损失、损害或事故, 本保险条款项下保单第一部分项下的索赔才能获得赔付。

但是, 本条款不应限制在维护巡修条款下发现或报告损失、损害或事故的时间, 或限制确定维修范围或执行和/或就根据上述条款发现并报告的损失和/损害提出索赔的时间。

第二部分 – 物质损失保险

1. 承保风险

根据条款、条件和除外条款, 本保险承保保险期限内下述财产的所有物质损失或损坏的一切风险, 包括机械或电气故障或紊乱, 即使可能导致此类损失、损坏、故障或紊乱的任何故障或缺陷发生在本保险的生效之日之前。

2. 保险财产

本保险承保在全世界范围内履行与项目有关的所有合同而进行的作业, 包括(条件是该作业包含在向承保人申报的工程金额内) 材料、部件、零件、机器、固定设施、设备及所有将构成项目一部分的其他财产, 或在完成项目过程中被耗尽或消耗的其他财产。同时, 本保险保障(条件是价值已向承保人申报并得到其认可) 所有的临时工程、设备、机械、机器、材料、装备和与之相关的所有财产而无论其是否将成为工程的永久部分, 其中包括现场的准备工程及此后的营运风险。

兹经双方同意, 所有不构成合同工程一部分的被保设备和/或财产在用于合同作业的过程中, 和从项目现场运离后30天或其到达最终目的地之日(以先发生者为准), 均受到本

保险条款项下保单保障。

3. 保单限额

保险人在第一部分项下对任何单一事故导致的所有索赔的全部责任不得超出第一部分风险明细表中申报的保险重置价值/金额。

仅就第一部分而言，加上根据以下条款支付的额外款项（除在第I篇风险明细表中规定的每次事故的保险赔偿价值/金额之外）：

- i. 施救费用；
- ii. 清除残骸费用；和
- iii. 额外费用；
- iv. 加速费用；
- v. 额外的工作成本；

4. 免赔额

保险人在保单第一部分项下的责任应扣除第一部分风险明细表中规定的免赔额。

5. 升值条款

预计完工造价为暂定价值，兹经保险双方同意，保险金额应为最终完工造价。

如根据上述条款确定的保险金额：

- (a) 最多超过预计完工造价的125%，则被保险人同意在最终完工时向保险人申报超出部分并按约定支付保险费，保险人同意对增加的比例额承保；或
- (b) 低于预计完工造价，则保险人所收取的投保金额应按比例减少，并且保险人同意按约定退回保险费。

第三部分 – 其他条款部分 (适用于物质损失部分)

1. 赔偿基础条款

在本保险条款项下保单第1部分责任范围内的事故发生后, 承保人同意依据下列基础对被保险人进行赔偿:

(a) 修理或更换受损设施: “以新换旧” 并附加拖船费、安装费及其他因修复或更换所产生的必要的费用。

(b) 采用新设计或者重新设计对受损项目进行更换 – 如果不对受损设施进行按照初始设计进行修理或更换, 而是实际采用新设计或者重新设计对受损设施进行更换, 则按照上述 (1a) 约定, 在合理预计金额的基础上予以赔偿。

(c) 未修复或更换的设施:

- i. 全损或推定全损, 受损前已发生的实际成本。
- ii. 如果因为未修理而造成的资产贬值, 基于以旧换新原则计算的修理费用 (在由于完全超出被保险人控制范围的原因而导致未进行修复的情况下) 加上拖船费、安装费及设备损失或损坏直接引起的其他类似费用, 但这些费用应是已经预付的费用或被保险人已承诺支付且无法撤回的费用。

(d) 预租船只/设备的使用 – 兹经双方同意, 对于保险标的发生第1部分项下的损失或损坏, 如以被保险人预先租赁、雇用或订约的船只、飞行器、设备、人工进行修理、赔偿、更换、救助工作, 则以预先确定的雇佣价格或合同价格确定成本或分摊额, 并可予以赔偿; 如被保险人使用自己的船只、飞行器、设备、材料或劳动力对本保险第1部分承保的损失或损坏进行任何修理、赔偿、更换或其他工作时, 则根据本保险条款项下保单的条款和条件, 上述工作的合理费用可

以获得赔偿。但是本段落所述及的可获赔费用不应超过可通过其他可用资源雇佣经许可的船只、飞行器、设备、材料、劳动力的费用。

对于上述a段和b段, **无论在任何情况下, 承保人均不负责赔偿因遵守有关规范建筑、修理的法律、法令、法规、许可证或执照而进行修理, 建筑所增加的成本或费用, 或因改良或设计变更而增加的成本或费用。**

因对损失进行修复、重置所引起的额外保险费用和认证费用, 如该费用已包含在最初预计完工造价的原始保险成本中, 则可获承保。

如果涉及修复安装受损设施而发生上述费用, 且无论是否受损被保险人均需支出此费用或部分费用, 或者非保险覆盖的部分亦受益与该费用, 则该费用应该在被保险人和承保人之间以公平、合理的方式分摊。

2. 嵌入条款

本保险条款项下保单嵌入以下条款, 修改如下:

(a) 协会船舶建造险条款(1988年6月1日) 修订如下: 删除第6条地震和火山喷发除外条款, 但承保由于承保风险造成的现场准备工作的损失。包括对以下引用/修改的第5条第5-1款的修改:

1. 列明的风险

1.1 根据本保险的条款、条件和除外条款, 本保险涵盖在保险期间发现对被保险标的造成的物质损失或损坏的所有风险。

协会船舶建造险附加战争险条款(1988年6月1日)

协会船舶建造险附加罢工险条款(1988年6月1日)

(b) 以下条件适用于被保险标的的任何部分的(陆上或海上)储存、转船、装卸以及运输, 但靠自身的浮力或浮筒的运输方式除外, 直至保险标的的最终海上作业

地卸载完毕之日的二十四时有效,同时包括协会船舶建造险条款(1988年6月1日)的碰撞责任条款。

适用条款如下: -

协会货物运输险条款(A), 2009年1月1日

协会船级条款, 2001年1月1日, 此处保险标的作为货物进行运输

协会战争条款(航空货物, 2009年1月1日)

协会战争条款(邮递货物, 2009年3月1日)

协会罢工险条款(航空货物), 2009年1月1日

劳合社海上保险91版格式保单自动并入货运险82.1.1条款、

3. 损失通知条款

被保险人在事故发生后应尽快在合理切实可行的时间范围内(考虑到被保险人的实际情况)提交已签字确认的“损失证明”,说明损失的发生时间、发生地点、损失原因、被保险人及其他方对财产的权益、价值,及损失金额。

4. 错误与遗漏条款

由于疏忽或者无意对第一部分项下名称或描述的错误或遗漏不损害被保险人的利益,但被保险人需要在引起索赔的事故发生前发现、修改该错误或遗漏,并通知承保人。

5. 项目改造与变更条款

承保人同意根据本保险条款项下保单的条款、条件暂保对本项目的所有变更和改造工作,暂保期限为自本项目的变更和改造开始日起60天,但主要被保险人应在60天内及时将重大的改造工作情况告知承保人。如需使暂保期限可以在60天后进一步展延,主要被保险人和承保人须对增加保费达成一致。

6. 污染风险条款

根据本保险条款项下保单的条款和条件,本保险承保政府当局为防止或减轻污染或污染威胁而在其权力范围内采取措施直接导致的保险标的物质损坏或损失,但政府当局的上述措施并非因主要被保险人的作业者未克尽职守去防止或减轻该风险或威胁而引起的。

如果政府已与被保险人的代表人员及工程师就被保财产进行磋商,上述保险责任可扩展至承保保单第1部分项下任何其他被保险财产由于任何政府的命令而造成的实质损失或损坏,上述命令须涉及第一部分所列利益,并且因为被保风险导致的实质损失或损坏而发出上述命令。

7. LEG 2/96设计免责条款 (适用于所有财产)

保险人不承担以下损失:

所有由于材料缺陷、缺陷工艺,缺陷设计等缺陷引起的损失。如果包含缺陷的保险标的发生损失,则本除外条款除外的损失或者费用仅限于事故前修复、矫正缺陷需要发生的费用。

兹经双方同意,任何存在材料缺陷、工艺缺陷、设计缺陷的保险标的不应被视为损坏。

上述澄清不仅仅适用本除外条款,且适用于本保险条款项下保单。

本条款项下,保险人承担每次事故责任限额以保单约定的限额为限。

8. 共同海损与救助费用条款

共同海损与救助费用可根据租船货运合同的规定支付,如果没有租船货运合同则根据约克·安特卫普1990年修订规则支付。如果用于计算共同海损和救助费用的保险标的的价值超过了保险金额,则承保人仍会同意支付全额的共同海损与救助费用,但第1部分对每次事故引起的部分损失的赔偿金额不超过该项目的价值。

共同海损分摊预付金将根据共同海损预付收据予以支付。

保险人同意,如有必要,为保单承保的财产提供共同海损担保或救助保证金。

9. 施救费用条款

本保险条款项下保单进一步同意,在因承保风险而直接致使被保险财产的物质损失或损坏迫在眉睫的情况下,被保险人及其雇员、代理人以抗辩、保护、恢复被保险标的为目的,在不影响该保单的情况下,可以进行施救。其为避免或者减少损失所发生的合理费用,该保单第一部分予以承保。

施救过程中发生的费用将由被保险人和承保人根据各自利益进行比例分摊。承保人或被保险人恢复、挽救或保护被保险财产的任何行为不应被视为放弃或接受委付。

本条款项下,保险人承担每次事故责任限额以保单约定的限额为限。

10. 额外工作条款

如果因为承保风险直接导致了结构或被保险财产安置或定位错误,被保险人需要对保险财产定位、再定位、下沉、下潜和稳定保险财产进行额外工作,由此产生的费用如不能在施救费用条款项下索赔,则保险人根据本条款予以赔偿。承保人根据本条款所承担的赔偿责任不超过施救费用条款所规定的比例,且仅限于根据施救费用条款的索赔未超过保单限额的情形。

11. 清除残骸费用条款

第1部分所承保的事故发生后,承保人将赔偿被保险人实际或试图打捞、清除、拆毁被保险财产的残骸或对上述残骸提供或维持照明、标示、警告所产生的费用,但上述费用的发生必须是法律、法令、法规的强制要求,或因为被保险人根据书面合同要求应负责的,或因为上述残骸妨碍了被保险人的正常作业。

在本条款项下,保险人承担每次事故责任限额以保单约定的限额为限。

12. 测试、渗漏或损失查勘费用条款

如果第1部分承保的事故导致了被保险财产的物质损失或损坏,因此有必要重复测试、试验或执行任何后续的测试、试验,承保人将承担被保险人该重新或者后续测试、试验工作

所产生的费用, 保险人承担每次事故责任限额以保单约定的限额为限。

13. 等待费用条款

在第一部分所列明事故发生后, 被保险人调用船舶、飞行器、设备进行维修, 保险人承担由于恶劣天气(包括列明飓风)该船舶、飞行器、设备不能进行维修相关工作而进行等待的费用。

本条款项下, 保险人承担每次事故责任限额以保单约定的限额为限。

14. 海上撤销费用条款

承保人应对与工程有关的合同下的海上船舶和施工设备的撤销费用, 及保单实质损失项下风险产生的事故(尽管适用免赔额)直接引起的为完工而发生的租用海上船舶和施工设备的额外费用, 承担赔付责任。保险人承担每次事故责任限额以保单约定的限额为限。

本条款扩展承保, 承保商船舶动迁后遭受承保风险导致的承保损失, 保险人承担主被保险人支持船、施工船的撤销损失。

如果由于工序变动, 如按照等待标准保留船舶或者设备, 造成保险人赔付金额减少, 减少的费用可以作为替代费用予以考虑。

15. 定损理赔条款

如果由于第一部分所列明事故而导致受保财产遭受物质损失或者损坏, 则公估人将遵照被保险人与首席保险人之间达成的索赔议定书行事。

16. 保证期责任条款

本条款提供的保险责任不超过保单其他部分提供的责任。

在该保证期内, 本条款的保险责任仅限于由于以下原因引起的或归于以下原因的物质损失或损坏:

从工程完工/验收或者业主接管已经完成每个部分/项目/工段至最终完工日期后24个月内,如第一部分风险明细表列明一保证期开始前发生的工艺、建造、材料或设计的错误或缺陷所引起的。

17. 其他保险条款

第1部分项下提供的保险为首层保险,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。

18. 赔款币种条款

本保险条款项下保单对损失补偿原则起作用。如果发生物质损失或损坏,其需要维修或更换以任何货币投保的被保险财产,或需要以任何货币结算的服务,则保险人将用人民币赔偿被保险人,以赔偿项目实际发生的费用(单位:人民币)。

19. 额外费用条款

本额外费用条款下的付款是为了使被保险人能够恢复其正常运营,并补偿被保险人在风电场或其一部分不运营期间因本保险单承保的事故或本保险单本应承保的事故而产生的实际费用,但该财产属于输电运营商而非被保险人所有。

本额外费用条款并非旨在赔偿被保险人的任何物质损失或损坏。本条款使得承保范围扩大至涵盖被保险人为尽可能保持财产正常操作而招致的必要额外费用,包括临时租用发电机和船舶及其相关运转费用。

本条款项下,保险人承担每次事故责任限额以保单约定的限额为限。

20. 电缆切断条款

由尽管有承保风险条款规定,本保险条款项下保单还应承保以下事项:

(a) 于迫近的威胁危及在布缆船上作业的人员安全和/或进行电缆敷设作业的船舶所有人和/或电缆所有人(视情况而定)的决定而必须切割电缆所招致的费用;

(b) 将电缆敷设作业赔偿到事故发生前的相同状态所招致的费用。

前提是所有人、或管理人员和/或电缆所有人应在计划开始特定作业之前至少七天开始监测和考虑本项目安装现场周围的天气和海况预测直至竣工,在布缆船上获取定期预测结果,注意任何风暴的发展趋势,并应中断工程或采取此类必要的预防措施以最大限度地减小电缆损失。如本保险合同规定所示,显然保险人不对所述船舶的重大损害承担任何赔偿责任。

21. 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复原所必然招致的费用和相关成本

(b) 被保险人为提供保险人可能要求和供其批准的此类证据而需要支付的合理费用。

22. 撤离费用条款

各方理解并同意,如果发生的物质损失或损坏导致有必要撤离被保险财产以保命,则本合同项下的保险人将向第一被保险人偿付由此产生的所有费用和/或开支。

本保险上述条款和条件涵盖的成本和/或费用应包括但不限于运输、住宿和/或维护和/或撤离人员返回的所有合理费用。

撤离人员包括全部人员或继续维护被保险财产所需人员以外的人员。

保险人对每次撤离财产价值以保单约定的限额为限。

23. 故意损坏(公共当局)条款

各方理解并同意,如果任何主管当局、政府机构或部门发出命令或指示,有必要对被保险财产造成或施以或使其遭受任何损坏,则本保险应向被保险人赔偿由此招致的物质损失或损害,前提是此类命令或指示并非由于被保险人没有采取必要行动防止或减轻此类损失或损坏所致。

24. 工程拆除和增加的费用条款

除基本赔偿条款之外, 保险人将向被保险人赔偿为遵守法律或法令, 以满足任何本保险项下被保险财产的拆除、施工、维修、更换相关法律或法令的执行的最低要求而做出的设计改善或变更所招致的合理和必要增加的成本或费用, 前提是:

- (a) 此类法律或法令在造成物质损失或损坏的事故发生之日生效; 和
- (b) 其执行是由于物质损失或损坏所引起。

保险人不同意涵盖由于被保险人在未发生物质损失或损坏的情况下必须遵守任何法律或法令而招致的合理和必要的费用。

25. 加速费用条款

本保险条款项下保单的承保范围扩大至包括下文详细说明了额外成本和费用, 这些额外成本和费用是由被保险人或其代表加速启动、执行或完成与该保单条款项下承保风险引起的物质损失或损坏有关的维修、复原或更换而合理招致和被证明适当的费用。

包括但不限于:

- (a) 包机/租船运输或交付 (包括空运或海运) 费用。
- (b) 被保险人、董事、管理人员、雇员、承包商、分包商或顾问的包机/租船和/或其他差旅 (包括坐飞机或乘船)。
- (c) 加班费或罚款费率和其他相关津贴和报酬。
- (d) 雇用或新增劳工、机组、设备、材料、专门技术或服务。
- (e) 住宿或寄宿费用, 包括膳食和其他相关费用。
- (f) 额外的行政和/或管理费用。

本条款不会提供项下保单其他条款所提供的保险保障, 而且在任何情况下都不会赔付可从任何其他保单收回的金额或在没有本条款的情况下可从任何其他保单收回的金额。

各方进一步理解并同意, 本条款的前述部分不包括在此类损失或损坏后可能采用的程序变更而招致的额外成本和/或费用。

本条款规定保险人承担每次责任限额以保单约定的限额为限。

26. 额外的工作成本条款

本保险承保范围扩展至向被保险人赔偿仅仅为了防止或最大限度地减少项目中断或干扰项目执行而招致的必要和合理额外费用, 以防止仅仅由于任何被保险财产受到损坏而延迟项目的竣工时间。

本扩展条款不包含以下任何费用:

- (a) 无论损坏是否发生, 都会招致的费用;**
- (b) 在上述损坏未发生的情况下, 仅仅为了加快项目或其任何部分的竣工而招致的费用;**
- (c) 事故发生后, 被保险人在重新设计、改造、增加或者改进永久性和临时性工程或纠正缺陷或者消除不足过程中由此招致的新增费用;**
- (d) 由于被保险人无法提供足够资金维修或更换遭受损坏的永久或临时性工程而造成延误所招致的费用;**
- (e) 与任何施工装置和设备以及劳工闲置时间相关的费用;**
- (f) 由本条款未特别规定的任何其他后果性损失引起或与之相关的费用;**
- (g) 根据本保险条款项下保单其他条款所招致的费用。**

本条款规定保险人承担每次事故责任限额以保单约定的限额为限。

27. 定向钻孔条款

保险人将就本保险条款项下保单下水平定向钻井和/或定向钻井作业和/或非开挖管道安装(以下简称定向钻井作业)直接或间接引起的受保财产损失或损坏赔偿被保险人, 前提

是始终仅涵盖下文所述的所有定向钻井作业项目, **不涵盖任何未提到的项目。**

对于下述事项, 保险人不应赔偿被保险人:

- (a) **定向钻井作业开始之前出现的任何损失或损坏, 除非其因根据最佳实践标准进行地质勘探所引起;**
- (b) **由于改正和/或改变预定路线的偏差而直接或间接造成的任何损失或损坏;**
- (c) **钻井液的损失;**
- (d) **修改施工方法 (包括但不限于更换钻孔、钻头、钻孔器、工具、设备或钻井液) 所需的所有费用。**

28. 文件与计算机记录条款

本保险条款项下保单也向被保险人赔偿因该保单承保风险引起的损失/损坏而复制方案、文件记录 (包括电子存储数据和计算机记录) 所招致的必要成本和费用。

保险人无需向被保险人赔偿此处包含信息对被保险人的价值。

29. 灭火损失条款

除本保险条款项下保单另有规定外, 保险人应承担损失、耗用、损坏或损毁的泡沫溶液或其他灭火材料的成本, 以及该保单下被保险财产在灭火过程中招致的其他费用。

30. 自动恢复保险金额条款

本保险条款项下保单下个别索赔的赔付金额不得减少所列保险金额, 且保险人同意放弃额外保险费。

31. 预付赔款条款

如出现应赔偿损失, 则应与保险人协商预付赔款。

32. 罢工、暴动和民众骚乱条款

在遵守本保险条款项下保险单其他条款规定的适用责任限额的前提下, 特此理解并同

意, 尽管该保单有任何相反之规定, 本保险特别承保由于罢工者、停工工人或参与劳动骚乱或暴乱或民众骚乱的人员或破坏行为、人为破坏或蓄意破坏他人财产的行为(但不包括内战、革命、叛乱或起义或内乱)而直接或间接招致的直接物质损失和/或直接物质损坏。

33. 暂时停工条款

双方同意, 本保险条款项下保单扩展至包括在被保险项目全部或部分停工期间因承保风险造成的物质损失或损坏。

但是, 这只适用于被保险项目的全部或部分关闭不超过6个月的情况, 且被保险人需:

- a) 在发生停工时, 必须立即书面通知保险人
- b) 在停工期间, 必须采取合理措施预防损失;

34. 水下文物条款

双方同意, 本保险条款项下保单第一部分包括在施工过程中与发现地下/水下文物相关的费用和/或支出, 其中包括文物管理部门要求的项目维护、照管此类地下/水下文物而招致的其他费用。

35. 转运费用条款

如果第1部分承保的事故造成保单承保的运输在非本保险条款项下保单承保的港口或地点终止, 因卸载、储存、转运被保险货物至保单承保的目的港口或地点中所产生的合理的额外费用, 将由承保人赔偿。

保险公司将承担任何此类额外费用的费用, 每次发生此类额外费用的限额为人民币500万元(100 %)。

36. 自动喷淋装置损失扩展条款

双方注意到并同意, 本保险条款项下保单的涵盖范围扩展至由于自动喷淋系统故障导致的被保险财产的相应损失。但由于以下原因, 保险人不承担赔偿责任:

1. 自动喷淋系统本身的损失;
2. 由于冻结温度引起的喷淋系统受损;
3. 自动喷淋系统未处于工作状态或在自动喷淋系统将被拆除和移除的期间

本条款规定保险人承担每次事故责任限额以保单约定的限额为限。

37. 制造商保修条款

本保险的先决条件是, 除非被保险人已尽一切合理努力根据任何适用的担保和/或保证收回此类损失或损害, 否则不得根据保险单的本节提出此类索赔。

如果制造商拒绝承担责任, 或在尽一切合理努力催收后未能催收此类损失, 应在此处向保险公司提出此类损失索赔, 此类损失或损害应为本保险单条款和条件所涵盖的索赔。

此外, 还应注意并同意, 如果保险人在此提前支付制造商未作出任何回应的索赔, 则在制造商随后作出付款的情况下, 此提前支付的款项应全额退还。

尽管有上述规定, 如果制造商在本保险单项下解决了损失, 并遵守本保险单项下适用于营业中断保险的条款、条件和除外情形, 保险人将赔偿被保险人的营业中断, 如同损失已根据本保险单的本节得到赔偿一样。

第四部分 – 定义 (适用于物质损失部分)

1. 在第一部分上下文许可的情况下, 嵌入条款里的“船舶”可以替换为“保险标的”。
2. 下水”, 应包括滑移至驳船和自驳船滑移下水, 和/或连接和/或浮于干坞, 和/或浸于船坞内, 和/或将保险标的移至水中, 和/或安置或定位于现场的水中。
3. 本保险条款项下保单第1部分中出现的“事故”, 指一次损失、事故、灾难、意外, 或一次事故引起的一系列损失、事故、灾难、伤亡。
 - i. 保险标的因在开始于保险期限内开始的连续72小时内遭受因同一气象变化

引起的暴风雨、龙卷风、台风、飓风或类似破坏性风暴所致损失应视为一单独事故。

- ii. 在保险期限内开始的连续72小时内的每次地震、震动、火山爆发应被视为一次事故

第五部分 – 除外责任 (适用于物质损失部分)

1. 本保险条款项下保单第一部分除外以下责任：

- (a) 船舶或其他水上船只，但不包括在损失发生前已申报并获得承保人同意的将成完工工程永久部分的浮动标的物。
- (b) 飞机和/或直升飞机
- (c) 临时工程、现场准备工作、非主要被保险人所有且不属于工程的财产、设备，除非在事故发生前已经单独列明并得到承保人认可、支付了额外保费。
- (d) 合同工程或部分合同工程未完工、延迟完工，或违反合同条件而引起的罚款。
- (e) 由于平台、结构安置在错误的地方而导致的任何索赔，除非是在保单第1部分责任范围内的事故而造成该放置错误。
- (f) 任何原因造成的保险财产丧失使用或延迟开工。
- (g) 契约责任或供应商的履约担保责任。
- (h) 修理、修正、矫正磨损、锈蚀、氧化、以及气温变动进行的费用；但该除外不适用于因非磨损、锈蚀和氧化以及温度波动影响而对财产任何其他部分造成的损害；
- (i) 任何由于石材或类似材料倾倒引起的索赔。
- (j) 费用预算没有在预计合同价值中列明的所有作业、临时工程或永久工程、财产

或设备(无论是否将成为工程的永久构成部分)。

(k) 由以下原因直接或间接造成或归因于以下原因的损失、损坏、责任和费用

- 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。

2. 下面的条款i和ii仅适用于陆上财产、安装在海上的财产, 但是由于以前的敌对行为或军事行动所遗留的地雷、炸弹、鱼雷、导弹或其他武器所导致的实质损失或损坏不在除外责任之列。

- i. 无论本保险是否有其他相反的规定, 本部分不承保由战争(无论宣战与否)、侵略、敌方行动、敌对行为、对抗、内战、叛乱、革命、暴乱、军政府、篡位政府或任何政府当局对财产的征用、充公、国有化、毁坏而直接或间接地造成的或引起的损失、损坏
- ii. 以下情况造成的、导致的、或其后果性的索赔不在保单责任范围:

(a)

- (1) 爆炸物爆炸。
- (2) 由于任何人出于政治动机或恶意而采取的行为和战争武器。

(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。

第六部分-条款和条件(适用于责任保险部分)

1. 放弃代位追偿权条款

保险人同意, 放弃 (但仅在合同要求的范围内) 对任何主要被保险人和/或与被保险人条款第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。

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, 并应根据随后申报并经保险人同意的每一主被保险人所持比例相应减少。

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当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, 除非在终止前承保人已同意继续承保。

5. 克尽职守条款

被保险人在执行本保险条款项下保单项下承保的作业活动时应尽应有的谨慎和努力, 利用所有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

允许被保险人占用和运营部分被保险财产不应被视为被保险人接受该财产,应当提前通知承保人并进行保费调整。

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限定其责任的提单或收据, 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承保人的资不抵债、破产、破产接管、拒付或无力支付, 承保人不得:

- 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保单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

保单条件、限制、明细表和承保人签署签发的所有批单, 为被保险人和承保人之间的完整合同。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死亡、破产或遭破产清算, 则保单将承保被保险人的法定代表人, 除非保单已被取消。但上述死亡、破产或破产清算发生后30日内应以书面方式通

过达信通知承保人。

第七部分 责任保险

1. 保障范围

承保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

由于保险承保范围内的，发生在工程期限内的一次事故所导致的人身伤亡或财产损坏

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，承保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终端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，承保人将不再做任何最终净损失赔

偿。

4. 辩护与和解

承保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,承保人有权利并给与机会来协助被保险人进行辩护、控制任何索赔。这种情况下,被保险人与承保人应保持全方位合作以进行索赔、诉讼和审理的抗辩。

5. 通知承保人

发生事故后,被保险人应尽快向承保人提供书面通知,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,本第2部分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。

本保险条款项下保单保险财产的任何物质损失、损坏和缺陷。

本条款对于其他被保险人提供保险保障,不承保其他被保险人对其他承包商、供应商、

供货商因的间接损失、利润损失、营业中断而承担的实际的或声称的责任。

8. 海洋生物条款

本保险合同的范围扩展至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。

根据本条款规定, 保险人的责任限额应为每次事故人民币20,000,000元。

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。

第八部分 – 定义(适用于责任保险部分)

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导致的任何人意外遭受的身体伤害、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、裁决或经承保人同意的协商赔偿, 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损失。
4. **“明示合同责任”**：指责任范围内的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”**：指有形财产的实质损失或直接损坏或损毁，包括财产的丧失使用，并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
故且是由于已向承保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。

第九部分 – 除外责任(适用于责任保险部分)

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 (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，承保范围都不包含直接或间接由以下原因产生、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CL380

1.1 本保险仅适用于以下第1.2条，在任何情况下，本保险均不承保因使用或操

作任何计算机、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作为造成损害的手段而直接或间接造成或促成的损

失损害责任或费用。

- 1.2 如果该条款得到涵盖战争、内战、革命、叛乱、起义等风险，或由此引起的内乱或由好战势力或恐怖主义或任何出于政治动机的任何人做出的敌对行为或由于反抗他们而做出的敌对行为的政策的认可，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（否则将涵盖）。

5. 制裁限制和除外责任条款LMA 3100

如果支付保险索赔或者提供此类收益将导致承保商（分保人）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，则该承保商（分保人）无责任按照本保险条款项下保单承保或支付任何索赔额或提供任何收益。

6. 欺诈性索赔条款 (LMA5062)

如果被保险人在明知是虚假或欺诈的情况下作出金额或其他方面的任何索赔，则本合同效力终止，且本合同项下的所有索赔将被剥夺。

经Lloyd' s Market Association形式。

INFORMATION

信息

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

附件：英文条款**OFFSHORE CONSTRUCTION PROJECT POLICY**

Subject to the terms, conditions and exclusions herein, this Policy provides coverage for certain physical damage incurred by the Insureds. In all situations the information contained within the Risk Details section will take precedent over any seemingly contradictory information contained hereunder.

SCOPE OF INSURANCE

Subject to the insuring agreements, applicable terms, conditions and exclusions, this insurance covers the following activities undertaken in the course of the project identified in Risk Details (hereinafter, the "Project"), provided such activities are within the insured values.

Covered activities include but not limited to: Studies, engineering, design, project management, procurement, coating, lift rigging, guides, grillage, bumpers, contingencies, erection, construction, storage, load out, loading/ unloading including transportation by land, sea or air (including call(s) at port(s) or place(s) as may be required), transshipment, towage, pile driving, cargo shipments, including storage during cargo shipments including at site, lifts, assembly, pre-installation, integration, mating, submergence testing, installation, pipelay, trenching, cable-laying and trenching, burying, drilling operations, rock dumping, existence, initial operations, hook-up, connection and/or tie-in operations, anchoring, pre-commissioning, testing, trials, performance and pressure testing, and commissioning and maintenance, all up to Final Completion of each declared Project as a whole.

The policy shall be deemed to be a separate insurance in respect of each Principal Insured hereunder without increasing Underwriters' limit of liability.

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 - TERM AND CONDITIONS

1. SPECIAL CONDITIONS FOR ADDITIONAL INSURED

The interest of the Additional Insured(s) shall be covered throughout the entire Policy Period for their direct participation in the venture, unless specific contract(s) contain provisions to the contrary. The rights of any Insured under this insurance shall only be exercised through the Principal Insureds. Where the benefits of this insurance have been passed to an Insured by contract, the benefits passed to that Insured shall be no greater than such contract allows and in no case greater than the benefits provided under the insuring agreements, terms, conditions and exclusions in the Policy.

2. LOSS PAYEE

Losses and returns of premiums payable to the Principal Insured.

3. PREMIUMS

As set out under the Risk Details section.

4. 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 use all reasonable efforts 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.

5. 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.

6. 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.

7. 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.

8. DIVESTMENT CLAUSE

Upon divesting a portion or all of its interest in the Project, a Principal Insured shall immediately notify Insurers of the divestment. Insurers agree to provide cover hereon for the new owners of the divested interest for a period of 14 days from the date of divestment on the same terms and conditions. Coverage for the divested portion will automatically terminate 14 days after the divestment unless Insurers and the new owner reach agreement to continue the coverage.

In the event the new owner elects not to continue coverage hereunder, Insurers agree to adjust their acceptance of risk and premiums payable from the termination date. Furthermore, after coverage for the divested portion terminates, Insurers shall have no obligation to make payments to or on behalf of the new owner(s) of the divested interest or their insurers, even if loss or damage results from an Occurrence or event that takes place prior to the divestment date.

9. 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.

10. 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.

11. AGREEMENT WITH CARRIERS, WAREHOUSEMAN & OTHER BAILEES

Insureds 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.

12. 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 the Risk Details;
- (b) Increase Insurers' liability under the Policy; or
- (c) Increase any Insurer's share of liability under the Policy.

13. 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.

14. ASSIGNMENT OR MODIFICATION OF POLICY

This Policy is made and accepted subject to the conditions, limitations, agreements and declarations and all endorsements signed by Insurers, and shall constitute the entire contract

between the Insurers 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 Insurers.

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 Insurers within thirty days after the date of such death, insolvency, bankruptcy or receivership.

15. DISCOVERY CLAUSE

Claims under Section I of this Policy shall only be recoverable hereunder if the Insured has discovered and reported such loss, damage or Occurrence to Insurers within 24 months from the date of Final Completion and concurrent with specific maintenance period(s) as defined in this Policy.

This clause shall not, however, restrict the time for discovery or reporting of a loss, damage or Occurrence under the Visits Maintenance clause or restrict the time otherwise allowed for establishing the extent and/or effecting of repairs and/or presentation of a claim in respect of such loss and/or damage discovered and reported in accordance with the foregoing paragraph.

SECTION I I- PHYSICAL DAMAGE**1. COVERED PERILS**

Subject to the terms, conditions and exclusions, this insurance is against all risks of physical loss or physical damage to the property covered hereunder, including mechanical or electrical breakdown or derangement; occurring during the Policy Period, even though any fault or defect which may have caused such loss, damage, breakdown or derangement occurred prior to the attachment date of this insurance.

2. COVERED PROPERTY

This insurance covers works executed anywhere in the world in the performance of all contracts relating to the Project including (provided they are included in the contract values declared to Insurers and insured herein) materials, components, parts, machinery, fixtures, equipment and any other property destined to become a part of the completed Project, or used up or consumed in the completion of the Project. This insurance shall also cover (provided they are declared to and agreed by Insurers) all temporary works, plant, equipment, machinery, materials, outfits and all property associated therewith, whether such items are intended to form a permanent part of the works or not, including site preparatory work and subsequent operational risks.

It is understood and agreed that any insured equipment and/or property that is not for incorporation into the contract works shall be covered whilst it is being utilised in the Project and whilst in transit from the Project site(s) until the earlier of the date of arrival at its final destination or the 30th day after its removal from the Project site(s).

3. POLICY LIMIT

Underwriters' total liability under Section I for all claims arising out of any one Occurrence shall not exceed the reinstatement values / sums insured declared under Part I Risk Details.

In respect of Section I only, plus additional payments made under the following Clauses (which are in addition to the reinstatement values / sums insured stated under Part I Risk Details each and every Occurrence):

- i. Sue and Labour;
- ii. Removal of Wreck, Wreckage and / or Debris; and
- iii. Extra Expenses;
- iv. Expediting Expenses;
- v. Additional Cost of Working;

4. DEDUCTIBLES

Insurers' liability under Section I of the Policy shall be subject to the Deductibles set out under Part I Risk Details.

5. ESCALATION CLAUSE

The Estimated Contract Value is provisional and it is agreed that the final completed value of the property insured herein shall be the insured value.

Should the insured value, determined as above:-

- (a) Exceed the Estimated Contract Value up to a maximum of 125%, the Insureds agree to declare to Insurers on Final Completion the amount of such excess and to pay premium as agreed, and Insurers agree to accept their proportionate share of the increase; or
- (b) Be less than the Estimated Contract Value, the sum insured by Insurers shall be reduced proportionately, and Insurers agree to return premium as agreed.

SECTION III- TERMS AND CONDITIONS

1. BASIS OF RECOVERY

In the event of an Occurrence covered under Section I of the Policy, Insurers agree to indemnify the Insured on the following basis:-

- (a) Items repaired or replaced - 'New for Old' plus towage, installation and all other costs necessarily incurred and duly justified in repair or replacement.
- (b) Replacement with items which are redesigned or of new design - provided such replacement is actually commenced and no repairs or replacements are carried out on the item which sustained physical loss or physical damage, indemnification hereunder shall be on the basis of reasonably estimated figures in accordance with paragraph 1a. above.
- (c) Items not repaired or replaced:
 - i. For items which are a total and/or constructive total loss, the actual items costs incurred up to time of loss.
 - ii. For partial physical loss of or physical damage to an insured item, the reasonable depreciation arising from the unrepaired damage, deemed to be the reasonable cost of repairing such damage on a new for old basis plus (in the event repairs are not undertaken for reasons entirely outside the control of the Insured) towage, installation and other similar costs directly incurred in respect of the item lost or damaged, up to the point of loss and, to the extent that such costs have been prepaid or the Insured is committed to paying and is unable to revoke.
- (d) Use of pre-hired vessels/equipment - It is understood and agreed that if, in the event of physical loss and/or physical damage to the property insured which is covered by Section I, repairs and/or reinstatement and/or replacement and/or salvage are carried out by vessels and/or craft and/or equipment and/or labour which the Insured have on charter, hire or contracted to them, the cost or the proportion thereof shall be based on the pre-agreed hire or contract rates for such employment when used in or about the repair, reinstatement, replacement, or salvage of losses covered by Section I and shall be so recoverable as a claim hereon. In the event that the Insured utilises its own vessels, craft, equipment, material or labour for any repair, reinstatement, replacement or other work in respect of physical loss and/or physical damage covered by Section I, then, subject otherwise to the terms and conditions of the Policy, a reasonable charge in respect of such work shall be recoverable as a claim hereon. Provided always that the recoverable costs referred to in this paragraph shall not exceed the costs of employing approved vessels and/or craft and/or equipment and/or materials and/or labour from other available sources.

In respect of paragraphs a. and b. above, in no event shall Insurers be liable for any increased cost

or expense of repair or construction by reason of law, ordinance, regulation, permit or licence regulating construction or repair or any increased cost or expense incurred by reason of betterment or alteration in design.

Additional insurance costs and (re)certification costs attaching to damage repair or replacement work are covered hereunder as part of the values insured subject to inclusion of the original insurance costs in the initial Estimated Contract Value of the works.

Provided always that where any of the aforesaid costs relate to retrieval of a damaged item and/or subsequent (re)installation of that repaired item or a replacement, and such costs or part thereof would in any event have been incurred by the Insured irrespective of the insured physical damage, or otherwise benefit the Insured in respect of uninsured matters, then such costs shall be apportioned in a fair and reasonable manner between the Insured and Insurers.

2. INCORPORATED CLAUSES

The following Clauses are incorporated into this Policy by reference, with the amendments described below:

- (a) Institute Clauses for Builders Risks (1st June 1988) amended as below, with the deletion of the Earthquake and Volcanic Eruption Exclusion Clause No. 6, but including cost of site preparatory work lost or expended as a result of insured perils, and including modifications to Clause 5, paragraph 5-1, as hereafter quoted/amended:

- 1. PERILS

- 1.1 SUBJECT ALWAYS TO ITS TERMS, CONDITIONS AND EXCLUSIONS this insurance covers all risks of physical loss or physical damage to the subject matter insured caused and discovered during the period of the insurance.

- Institute War Clauses – Builders Risk (1st June 1988).

- Institute Strikes Clauses – Builders Risk (1st June 1988).

- (b) The following conditions shall apply to any parts of the property insured herein that are in storage (ashore or afloat), transhipped, loading, unloading and in transit other than by means of their own buoyancy or by means of flotation tanks. These conditions shall continue until midnight on the day on which off-loading at final offshore site is completed and shall include the Collision Clause provisions of the Institute Clauses for Builders Risks (1st June 1988).

- Subject as applicable to:

- Institute Cargo Clauses (A) 1st January 2009.

- Institute Classification Clause 1st January 2001, where property insured is carried as cargo.

- Institute War Clauses (Air Cargo) 1st January 2009.

- Institute War Clauses (sending by post) 1st March 2009.

- Institute Strikes Clauses (Air Cargo) 1st January 2009.

The MAR 91 Form is deemed incorporated herein in respect of transits covered under the 1st January 1982 Clauses.

3. LOSS NOTIFICATION

The Insured will render a signed and sworn proof of loss after an Occurrence as soon as may be reasonably practicable thereafter (taking into consideration the nature of the Insured's operation) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

4. ERRORS AND OMISSIONS

Any unintentional or inadvertent error or omission in name or description under Section I shall not operate to the prejudice of the Insured, provided that the error or omission is corrected when discovered by the Insured and advised to Insurers prior to any Occurrence giving rise to a claim hereunder.

5. PROJECT ALTERATIONS AND AMENDMENTS

Insurers agree to hold covered all amendments and alterations to the Project specification subject to the terms and conditions of this Policy for a period of 60 days from the date of such amendments and/or alterations, subject to the Principal Insured notifying Insurers of any material and/or significant alterations promptly within the 60-day period. In order for coverage for such material and/or significant amendments and alterations to extend beyond 60 days, the Principal Insured and Insurers must agree upon the additional premium to be applied.

6. POLLUTION HAZARD CLAUSE

Subject to the terms and conditions of the Policy, this insurance covers physical loss of or physical damage to the property insured hereunder directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, provided such act of governmental authority has not resulted from want of due diligence by the operator for the Principal Insureds to prevent or mitigate such hazard or threat.

Coverage provided by the above paragraph shall also extend to cover any other physical loss or physical damage caused or inflicted by order of any governmental body or agency after consultation with officials and engineers of the Principal Insured relating to the insured Project but only in respect of interests covered by Section I, and always subsequent to physical loss and physical damage resulting from a peril insured against.

7. LEG 2/96 DESIGN EXCLUSION CLAUSE (applicable to all property)

The Insurers shall not be liable for

All costs rendered necessary by defects of material workmanship design plan specification and should damage occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this policy and not merely this exclusion it is understood and agreed that any

portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.

8. GENERAL AVERAGE AND SALVAGE CHARGES

General Average and Salvage charges are payable as provided in the contract of affreightment, or if there be no contract of affreightment according to York/Antwerp Rules 1990 amended. In the event the contributory value for the purpose of contribution to General Average or Salvage charges exceed the insured value, it is agreed that such General Average or Salvage charges shall nevertheless be paid in full by Insurers hereon, provided always that the amount recoverable under Section I in respect of partial loss arising from any one casualty shall not exceed the value applicable to the item.

General Average deposits are payable on production of General Average Deposit receipts.

Insurers agree, if required, to provide General Average guarantees or Salvage security in respect of property insured by the Policy.

9. SUE AND LABOUR CLAUSE

It is further agreed that in the case of any imminent physical loss or physical damage to the property insured hereunder, which is the direct result of a peril insured against, the Insureds, their servants and their agents may sue, labour and travel for, in and about the defence, safeguard and recovery of the subject matters insured without prejudice to this insurance and may incur reasonable expenses in efforts to avert or minimise a loss which may fall under Section I.

The expense so incurred shall be borne by the Insureds and Insurers proportionately to the extent of their respective interests. No acts of Insurers or the Insureds in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Insurers' limit of liability under this clause shall be an additional _____ each and every Occurrence.

10. ADDITIONAL WORK

In the event that the structure or property insured is set down or wrongly positioned, which is the direct result of a peril insured against, Insurers shall indemnify the Insureds for the cost of additional work that is required in respect of positioning or repositioning, sinking, submerging and stabilising the property insured herein insofar as such cost does not fall within the cover afforded by the sue and labour clause. However Insurers' liability under this clause shall not exceed the amount that would be recoverable under the sue and labour clause and then only to the extent that the Policy Limit is not exhausted by a claim under the sue and labour clause

11. REMOVAL OF WRECK, WRECKAGE AND/OR DEBRIS

Following an Occurrence covered by Section I, Insurers shall indemnify the Insureds for all costs of or incidental to the actual or attempted raising, removal or destruction of the wreckage and/or debris of the property insured, or the provision and maintenance of lights, markings, audible warnings for such wreckage and/or debris when the incurring of such costs is compulsory by any law, ordinance or regulation or when the Insured hereunder is liable for such costs under written

contract or when such wreckage and/or debris interferes with the Insured's normal operations. Insurers' limit of liability under this clause shall be an additional RMB _____ each and every Occurrence.

12. TESTS, LEAK AND/OR DAMAGE SEARCH COSTS

If it becomes necessary to repeat any test(s) and/or trial(s) or to carry out subsequent test(s) and/or trial(s) as a result of a physical loss or physical damage to the property insured arising from an Occurrence covered under Section I, Insurers will bear the cost of any such repeated and/or subsequent test(s) and/or trial(s) subject to a sub-limit of RMB _____ each and every Occurrence.

13. STAND-BY CHARGES

Insurers shall indemnify the Insureds for the cost of stand-by time on vessels and/or craft and/or equipment actively engaged in the course of repair following an Occurrence covered under Section I, where the Insureds are prevented from working in, around or about the damaged property by bad weather, including named hurricanes.

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

14. OFFSHORE CANCELLATION COSTS

Subject to a sub-limit of RMB _____ each and every Occurrence, this policy will cover the Insured in respect of the costs to cancel contracts on offshore vessels and construction equipment under contract to the Project or additional costs offshore vessels and construction equipment to complete the Project or operations in respect of which such costs are incurred, arising directly from loss or damage as covered herein from a peril insured to property insured hereunder, deductible application notwithstanding.

Coverage will also be provided where the Principal Insured is obliged to cancel contracts on support or stand-by vessels and construction equipment as a consequence of loss or damage as covered herein from a peril insured to nominated contractor's vessels engaged on the Project, once such vessels have been mobilised specifically for work on the Project.

Where, as a result of an alternative course of action being adopted, such as the retention of the vessels or equipment on stand-by basis, there is a saving to Insurers of costs which otherwise would be recoverable hereunder, such costs will be allowable as a substituted expense.

15. CLAIM SURVEYS/ADJUSTING CLAUSE

In the event of physical loss and/or physical damage to property insured arising from an Occurrence covered under Section I, loss adjustors will be instructed according to a Claims Protocol to be agreed between the Insured and Slip Leader.

16. MAINTENANCE

The cover provided hereunder shall be no wider than that contained elsewhere in the Policy.

During such maintenance period(s), coverage is limited to physical loss or physical damage resulting from or attributable to the following:

From the first take-over / completion of each part / item / portion until 24 months after the date

of Final Completion as a whole, as set out under Part I Risk Details - faulty or defective workmanship, construction, material or design arising from a cause occurring prior to the commencement of the maintenance period.

17. OTHER INSURANCE

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

18. CURRENCY CLAUSE

This policy operates on the principle of indemnity. In the event of physical loss or physical damage which necessitates repair or replacement of property insured sourced in any currency, or necessitates services billed in any currency, Insurers will indemnify the insured in RMB so as to reimburse the actual cost incurred by the Project in RMB.

19. EXTRA EXPENSES CLAUSE

Payment under this Extra Expenses Clause is to enable the Insured to resume its normal operations and to reimburse the Insured in respect of actual costs incurred during the period of non-operation of the wind farm or a part thereof, resulting from an Occurrence insured by this policy or an Occurrence which would have been insured by this policy but for the property being owned by the transmission operator instead of the Insured.

This Extra Expenses Clause is not designed to reimburse the Insured in respect of any physical loss or damage. This Clause extends cover for additional expenses necessarily incurred by the Insured to maintain the property in a manner as close as possible to its normal operation, including the temporary hire of generators and vessels and their associated running costs.

This clause is subject to an additional limit of RMB _____ each and every Occurrence.

20. CABLE-CUTTING CLAUSE

Notwithstanding the Covered Perils Clause this policy shall also cover:

- (a) The cost incurred if the cable has to be cut by reason of an imminent threat to the safety of persons engaged on the cable laying vessel and/or the cable as determined by the Master of the vessel and/or the Cable Master engaged in that cable laying operation-as the case may be;
- (b) The cost incurred to reinstate the cable laying operation to the same position that had existed prior to the event.

Provided that the Master and/or officers and/or Cable Master shall monitor and take account of weather and sea conditions forecast around the erection site of the Project commencing at least seven days prior to the planned start of the particular operation until the completion and obtain regular forecasts on board the cable laying vessel and take note of the trend of any storm and shall interrupt the Work or take such precautions as may be necessary to minimize loss to same and to the cable. As in the case of the whole of the present contract of insurance, it is however made clear that material damage to the said vessel is excluded from any indemnity by the Insurer.

21. 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.

22. EVACUATION EXPENSES

It is understood and agreed that if as a result of physical loss or physical damage covered hereunder it becomes necessary to evacuate the property insured for the purpose of preserving life, the Insurers hereon will reimburse the First Named Principal Insured for all costs and/or expenses so incurred.

Costs and/or expenses, if covered hereunder by the terms and conditions set forth above, shall include but not be limited to all reasonable costs of transportation, keeping or lodging and/or maintaining and/or returning evacuated personnel.

Evacuation may be total or of personnel other than those deemed as essential for the continued preservation of the property insured hereunder.

The Insurer' s liability for Evacuation Expenses shall be sub-limited to RMB_____ of the value of the property evacuated each and every Occurrence.

23. INTENTIONAL DAMAGE (PUBLIC AUTHORITIES)

It is understood and agreed that if, by order or direction of any Authority, Governmental body or agency, it is necessary to cause or inflict or suffer any damage to the property insured, this insurance shall indemnify the Insured in respect of physical loss or physical damage incurred resulting therefrom, provided that such order or direction has not resulted from want of due diligence by the Insured to prevent or mitigate such loss or damage.

24. DEMOLITION AND INCREASED COST OF CONSTRUCTION

In addition to the Basis of Recovery Clause, Insurers will indemnify the Insured the reasonable and necessary increased costs or expenses incurred by reason of betterment or alteration in design to comply with the law or ordinance to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement of the property insured hereunder, provided:

- (a) Such law or ordinance is in force on the date of the Occurrence resulting in the physical loss or physical damage; and
- (b) Its enforcement is a result of the physical loss or physical damage.

Insurers do not agree to cover the reasonable and necessary costs due to any law or ordinance with which the Insured was required to comply had the physical loss or physical damage not occurred.

25. EXPEDITING EXPENSES

Coverage under this Policy is extended to include additional costs and expenses as detailed below which are reasonably incurred and duly justified by the Insureds or on their behalf in

connection with or incidental to expediting the commencement, carrying out or completion of the repair, reinstatement or replacement of the interest here under resulting from physical loss or physical damage caused by a peril insured under the terms of this Policy.

Including but not limited to:

- (a) Expenses of chartered carriage or delivery (including by air or sea).
- (b) Chartered and/or other travel (including by air or sea) of the Insureds, directors, officers, employees, contractors, sub-contractors or consultants.
- (c) Overtime or penalty rates of wages and other related allowances and payments.
- (d) Hire or additional labour, plant, equipment, materials, expertise or services.
- (e) Accommodation or boarding costs including meals and other associated costs.
- (f) Additional administration and/or overhead expenses.

This Clause will not operate to provide any coverage afforded by other provisions of this Policy and further in no circumstances will provide any coverage in respect of amounts recoverable from any other policy or amounts which would be recoverable from any other policy in the absences of this Clause.

It is further understood and agreed that the foregoing part of this Clause does not provide coverage for additional costs and/or expenses of alterations in procedures which may be employed following such loss or damage.

This clause is subject to an additional limit of RMB _____ each and every Occurrence.

26. ADDITIONAL COSTS OF WORKING

This insurance extends to indemnify the Insured in respect of additional costs necessarily and reasonably incurred for the sole purpose of preventing or minimising the interruption of or the interference with the carrying out of the project in the event of delay in completion of the project due solely to Damage to any of the property insured.

This Extension does not include any amount:

- (a) Which would have been incurred irrespective of whether the damage had occurred;
- (b) Solely to expedite the completion of the project or any part thereof at an earlier date than would have been attained had the said Damage not occurred;
- (c) Insured in redesigning altering adding to or improving the permanent and temporary works or rectification of defects or elimination of any deficiencies carried out after the occurrence any increase in costs as a result of such redesigning, alteration, addition or improvement;
- (d) Resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the permanent or temporary works suffering damage;
- (e) In respect of any constructional plant and equipment and labour idle time costs;
- (f) Arising from or in respect of any other consequential losses not specifically provided

for herein;

(g) Incurred which is specified elsewhere in the policy.

This clause is subject to an additional limit of RMB _____ each and every Occurrence.

27. DIRECTIONAL DRILLING

The insurers will indemnify the Insured for loss or damage to property insured hereunder arising directly or indirectly from horizontal directional drilling and/or directional drilling operations and/or trenchless pipe installations, hereafter called Directional Drilling Operations, always provided all items of such Directional Drilling Operations shall be stated below and any not mentioned items shall not be covered.

Insurers shall not indemnify the Insured for:

- (a) Any loss or damage unless a geotechnical survey as required according to best practice standards has been carried out prior to commencement of the of the Directional Drilling Operations;
- (b) Any loss or damage directly or indirectly due to corrections and/or re-routing of deviations from the intended course;
- (c) Loss of drilling fluid;
- (d) All costs rendered necessary by modification of construction methods including but not limited to change of drilling, head. Reamer, tool, equipment or drilling fluid.

28. DOCUMENTS AND COMPUTER RECORDS

This Policy will also indemnify the Insureds against costs and expenses necessarily incurred to reproduce plans, documents and records (including electronically stored data and computer records) incurring loss / damage as a result of a peril insured hereunder.

Insurers shall not indemnify the Insured for the value to the Insured of the information contained herein.

29. FOAM LOSS ASSUMPTION

Except as otherwise excluded herein, Insurers shall be liable for the damage caused by and the cost of foam solution or other fire extinguishing materials lost, expended, damaged or destroyed, together with other costs incurred in fighting fire on the property insured hereunder.

30. AUTOMATIC REINSTATEMENT OF SUM INSURED

Payments in respect of an individual claim under this Policy shall not reduce the Sum Insured set out, and the Insurers agree to waive additional premium.

31. ON ACCOUNT PAYMENTS

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

32. STRIKES, RIOTS AND CIVIL COMMOTION

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 direct physical loss and/or direct physical damage resulting from or incurred directly or indirectly as a consequence of 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.

33. SUSPENSION OF WORKS

It is agreed that this policy extends to include physical loss or physical damage caused by a peril insured during the whole or partial shutdown of the insured project.

However this only applies during the whole or partial shutdown of the insured project which does not exceed 6 months, and subject to the insured:

- a) in the event of a shutdown, must promptly notify the insurer in writing
- b) during the shutdown period, must take reasonable measures to prevent loss;

34. UNDERWATER RELICS

It is agreed that Section I of this Policy includes the costs and/or expenses in connection with the discovery of underground/underwater cultural relics discovered in the course of construction, where the Relics Management Department require the project to maintain, care for and incur other costs associated with such underground/underwater cultural relics.

35. FORWARDING CHARGES

In respect of transit(s) insured hereunder, if as a result of an Occurrence covered by the terms of Section I, the insured transit is terminated at a port or place other than that to which the property insured is covered under this insurance, Insurers will reimburse the Insured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the property insured to the destination to which it is insured hereunder.

Insurers will bear the cost of any such extra charges subject to a sub-limit of RMB each and every Occurrence.

36. AUTOMATIC SPRINKLERS DAMAGE EXTENSION

It is noted and agreed the policy is extended to cover the consequential damage on the property insured due to the failure of the automatic sprinkler system. However the insurer is not responsible for compensation due to the following:

- 1.The loss of the automatic sprinkler system itself;
- 2.Impairment of the sprinkler system due to freezing temperatures;
- 3.Automatic sprinkler system is not in working condition or during the period the automatic sprinkler system is to be dismantled and removed

This clause is subject to an additional limit of RMB each and every Occurrence.

37. MANUFACTURER' S WARRANTY

It is a condition precedent upon this insurance that no such claim shall be filed under this Section of the Policy unless and until the Insured has made every reasonable effort to collect such loss or damage under any applicable warranty and/or guarantee

In the event of denial of liability by the manufacturer or failure to collect for such loss after every reasonable effort for collection, a claim for such loss shall be filed with Insurers hereon and such loss or damage shall be a claim hereunder if covered by the terms and conditions of this Policy.

It is further noted and agreed that where Insurers hereon advance the payment in respect of any claim to which a manufacturer has failed to respond, the amount so advanced shall be refunded

in full in the event of payment subsequently being made by the manufacturer.

Notwithstanding the above, in the event that the manufacturer settles a loss hereunder and subject to the terms, conditions and exclusions applicable in respect of the Business Interruption coverage afforded under this Policy, Insurers will indemnify the Insured for Business Interruption as if the loss had been recovered under this Section of the Policy.

SECTION I V- DEFINITIONS

1. The phrase "the property insured hereunder" shall be substituted for the word "vessel," as used in the Incorporated Clauses, where the context of Section I of the Policy allows.
2. The word "launch" shall be deemed to include skidding onto and off launch barge/vessel and/or mating and/or floating in dry dock and/or flooding thereof and/or transfer of the property insured into water and/or emplacement and/or positioning in water at site.
3. The term "Occurrence," wherever used in Section I of the Policy, shall mean one loss, accident, disaster or casualty or series of losses, accidents, disasters or casualties arising out of one event;
 - i. As respects windstorm, all tornadoes, cyclones, hurricanes, similar storms and systems of winds of a violent and destructive nature, arising out of the same atmospheric disturbance within any period of seventy-two consecutive hours commencing during the period of this insurance, shall be considered one event;
 - ii. Each earthquake, shock or volcanic eruption, shall constitute one event hereunder, provided that if more than one earthquake, shock or volcanic eruption shall occur within any period of seventy-two consecutive hours commencing during the period of this insurance, such earthquake, shocks or volcanic eruptions shall be deemed to be one event within the meaning hereof.

SECTION V- EXCLUSIONS

1. The coverage afforded by Section I shall not apply to:
 - (a) Vessels or other watercraft, except for floating materials that are destined to become a permanent part of the completed Project and are declared to and accepted by Insurers prior to loss;
 - (b) Aircraft and/or helicopters;
 - (c) Temporary works, site preparatory works, property and/or equipment that are not owned by the Insureds and are not for incorporation in the contract work, unless separately scheduled hereunder and agreed by Insurers at an additional premium prior to loss;
 - (d) Penalties for non-completion of or delay in completion of contract or part or non-compliance with contract conditions;
 - (e) Any claim by reason of the platforms and/or structures being placed in the wrong locations unless caused by an Occurrence which is covered by the terms of Section I;
 - (f) Loss of use or delay in "start-up" of the property insured howsoever caused;
 - (g) Liability assumed under contracts or otherwise for "Performance Guarantees" given by suppliers;
 - (h) Costs of repairing, correcting or rectifying wear and tear, rust and oxidation and fluctuations in temperature; but this exclusion shall not apply to resultant damage to any other part of the property free from such wear and tear, rust and oxidation and fluctuations in temperature;
 - (i) Any claim arising from or in connection with the dumping of rocks and/or similar materials;
 - (j) All operations, temporary or permanent works, assets or equipment (whether destined to be a permanent part of the Project or not) for which related budgeted costs are not included within the Estimated Contract Value.
 - (k) Loss, damage, liability 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.
2. The following clauses i. and ii. are only to apply to property on land and/or installed at the offshore location, but they shall not be construed to exclude physical loss or physical

damage caused by mines, bombs, torpedoes, missiles or other weaponry remaining from previous hostilities or military exercises.

- i. Notwithstanding anything to the contrary contained herein, this section does not cover loss or damage directly or indirectly occasioned by, happening through, or in consequence of war (whether war be 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 or damage to property by or under the order of any government or public or local authority except as otherwise provided in Section I of the Policy.
- ii. There shall be no liability whatsoever for any claim caused by or resulting from, or incurred as a consequence of:
 - (a)**
 - (1) The detonation of an explosive.
 - (2) Any weapon of war and caused by any person acting maliciously or from a political motive.
 - (b)** Any act for political or terrorist purposes of any persons, whether or not agents of a Sovereign Power, and whether the loss, damage or expense resulting therefrom is accidental or intentional.

SECTION V 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 VII– 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 VIII – 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 IX – 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.