

中国太平洋财产保险股份有限公司

海上风电运营一切险条款

本保险条款项下的保单根据其条款、条件及除外条款，为被保险人所遭受的特定物质损失提供保障。在所有情况下，保单风险明细表部分或保险方案中所包含的信息将优先于该条款中所包含的任何与之看似矛盾的信息。

凡中华人民共和国境内（不含香港、澳门特别行政区和台湾地区，下同）的政府机构、企事业单位、社会团体、个体经济组织及其他合法成立的组织均可成为本合同的投保人和被保险人。

一般条款和条件（适用于所有部分）

1. 法律与司法管辖

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

2. 接受

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

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

3. 权利丧失条款

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

4. 被保险人代表条款

只有下列人员可被视为所有被保险人的代表：

- i. 就股份有限公司而言-董事会股东和同级经理；
- 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、国营公司、地方政府）-符合法律规定的最高级别的代表机构。

5. 索赔支付

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

6. 解除保单条款

1. 双方理解并同意，如出现如下情况：

A. 任何接受本保险的保险人：

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

B. 在任何管辖区保险人被解散、清理、终止、清算、或者无力偿债、破产，

或

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

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

E. 保险人履行本保险条款项下保单所规定的任何义务的行为不再符合法律规定或宣布采取上述A至D段所述任何行为，或

F. 保险人的审计师或信用评级机构认为保险人支付索赔的财务能力受到损害，

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

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

2. 即使本保险条款项下保单中有任何相反规定，兹经保险人和被保险人理解并同意，

如：

A. 被保险人，或

B. 依据本保险约定的被保险人代理人

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

如果本保单的受益人为该项目的受让人或者抵押权人，那关于投保人或者被保险人解除

保单的相关约定，需受制于其与受让人或者抵押权人的担保书的条款和条件。

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

7. 仲裁

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

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

8. 小额索赔条款

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

尽管有上述规定，但保险人保留检查损失现场的权利。

9. 违反条件条款

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

10. 风险变更规定条款

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

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

11. 比例分摊条款

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

第一部分-运营一切险

1. 被保险财产

包括被保险人的所有不动产和个人财产,包括由被保险人监护和控制下的与本预约保单中列明的任何项目相关的其他财产。

除非发生全损和/或推定性全损和/或约定和/或安排的全损,否则根据本保单支付的任何损失均不得减少本保单的保险金额。

特此理解并同意,财产已按照保险公司的声明和约定进行承保和估价,尽管本协议中有任何相反的规定,但无论损失是全部还是部分,保险人和被保险人之间确定的价值决定了被保险标的的可保价值。

2. 承保

根据条款、条件和除外条款，本保险承保造成被保险财产物质损失或损坏的一切风险，包括机械和电气故障或紊乱，以及保单起保日期之前未能知悉的零件缺陷、设计失误、材料错误、工艺失误或缺陷或潜在缺陷等原因造成的损失也在责任范围内，保单起保前已经知悉的潜在缺陷除外。但如果该类已知缺陷，保险人在投保前也已知道，则不得以此向被保险人拒赔。

3. 故意损坏条款

兹经双方了解并同意，由于政府机关、团体或机构的行政命令造成的被保险财产损失，保险人负责赔偿，**赔偿限额以保单约定为限。**

4. 政府当局条款

本条款所提供的保险范围包括恢复保单所承保的被毁财产需要的额外费用，这种费用可能仅因必须遵守法案或市政/地方当局的细则或其他条例而产生，但条件是：

被保险人在下列情况下执行上述法律、法令、法规产生的额外费用，保险人不负责赔偿：

- (a) **本条款生效之前发生的损失；**
- (b) **本保单责任范围以外的损失，**
- (c) **发生损失前被保险人已接到有关当局关于拆除、重建的通知；**
- (d) **相关的修经费。**

5. 除外责任

本保单不承担以下责任：

(a)

1. **正常和自然的物质损失或损坏：**

- i. **磨损，**
- ii. **逐渐退化，生锈，**

iii. 逐渐腐蚀,

iv. 普通大气环境下的温度变化引起的膨胀或收缩

v. 冷凝

2. 计算机/系统故障:

- i. 系统包括计算机、其他与计算机相连的计算电子和机械设备、硬件、软件、程序数据、电子数据处理设备、微芯片以及任何依赖微芯片进行操作的设备;
- ii. 微芯片包含集成电路和微控制器。

然而除外条款 (a) 不应被视为排除在本保单项下或由上述任何条件所造成的任何物质损失或损坏。

- (b) 第三方责任。
- (c) 蓝图、计划、规范或员工及其他人员的个人财物记录。
- (d) 库存短缺或无故失踪。
- (e) 因延迟、扣留和/或丧失使用价值、合同缺失、收入或利润损失或市场缺失而造成的损失、损坏或引起的费用。
- (f) 机器或设备经受需要施加异常条件的实验或超载或类似测试 (超过制造商或者操作规范认可的超载或类似测试)。

注: 检查设备的正常工作状态不应被认为是测试或试验。
- (g) 沉降、起伏和冲刷-然而, 由于沉降、起伏或冲刷造成的保单承保的其他保险财产的物质损失或损坏不属于除外责任。
- (h) 石棉除外条款, 除非石棉本身或包含石棉的结构或物品受到火灾、雷电、飞机撞击、爆炸、暴动、内乱、烟雾、车辆撞击、风暴或冰雹、故意破坏、蓄意毁坏、泄

漏或自动消防系统的意外喷淋造成的损失；

(i) 根据管理石棉材料使用的法律、法规要求的拆除、改建、修理的费用以及清理残渣或无用物料而增加的费用；

(j) 在被保险人任何未损坏财产内存在的石棉材料或部分使用的石棉材料，由于政府要求或者指示，不得再用于其预定的或安装目的，必须予以移除或修改而造成的损失。

(k) 被保险人财产因所委托组织的破产而造成的损失或损坏。

(l) 发生在如下阶段或者完成以下条件之前的损失，保险人不予以赔偿：

(i) 安装；

(ii) 测试；和

(iii) 被保险人接受或已处于风险中。

该事故被同意视为在验收证书发放时已经发生。

6. 施工损坏

施工损坏应指本保单下列明的任何项目的剩余施工活动造成已完工部分保险财产的
失或损坏。

7. 责任限额

**保险人根据本保单承担的每次事故全部的赔偿责任限额不得超过保单明细表中列明的
重置价值或保险金额。**

仅针对本保单，再附加根据以下条款赔偿的额外费用(这里是指除了保单明细表中列明
的每次事故需支付的重置价值/保险金额以外的费用)：

(a) 施救费用；

(b) 清除残骸费用

(c) 额外费用；

(d) 加速费用；

(e) 额外工作成本；

在任何情况下，保险人的任何赔偿责任均不得超过保单明细表中所规定的保险金额。

8. 剩余财产条款

本保单承保剩余财产，剩余财产是指在本合同项下保险财产遭受物质损失或损坏后仍保持完好无损的部分。但是在以下情况下，剩余财产本合同将不再予以承保：

- 1) 如当局命令移除或干扰运营。
- 2) 法律已强制要求承担了该剩余财产的赔偿责任。
- 3) 本保单已赔偿了该剩余财产的赔偿责任，则该部分的保单责任在不在予以承担。

9. 临时移动条款

兹经双方同意，保险标的（不包括存货）因为清洁、改装、维修或其它类似目的，临时从本保险合同中载明地址移动至中华人民共和国境内（不包括香港、澳门、台湾）的任何地方，在陆路、水路、铁路和航空往返运输途中因保险事故造成的损失，保险人按照本保险合同的约定负责赔偿。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

每次事故的赔偿限额,根据保险双方的约定。

10. 清除残骸条款

兹经双方同意，保险人同意向被保险人赔偿以下情况产生或附带的所有费用或支出：包括打捞、清除或销毁残骸和/或碎片(包括本合同项下被保险人发生保险事故后未受损的剩余财产)，以及支撑或支持受损标的，或对上述残骸提供的维持照明、标示、警告所产生的费

用,但上述费用的发生必须是根据法律、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。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

每次事故的赔偿限额,根据保险双方的约定。

11. 施救费用条款

兹经双方同意并约定,如果被保险财产遭受本保单承保责任范围内的损失被保险人、其代理人、雇员和受让人有义务、有必要采取施救措施,以防卫、保护和恢复被保险财产或其一部分,而不损害本保险单效力,被保险人或保险人采取恢复、拯救和保护受损保险财产的措施,不应视作放弃或接受委付。因此发生的费用由被保险人和保险人接受受益比例分摊。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

每次事故的赔偿限额,根据保险双方的约定。

12. 等待费用条款

在该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(包括列明台风飓风),该船舶、飞行器、设备不能进行相关的维修工作而产生等待的费用。

本条款项下, **保险人承担的每次事故责任限额,根据保险双方的约定。**

13. 赔偿基础条款

除非另有说明,否则本合同项下的任何损失应按以下方式确定:

(a)

(i) 部分损失

本保单项下的被保险财产的部分损失应根据“重置成本”进行赔偿

(“以新换旧”),本保单的“重置成本”是指在不扣除折旧的情况下,

使用与损坏的财产类似质量的材料进行修理、更换、恢复或重建而产生的费用。

如果本保单的被保险财产未被替换，赔偿的基础应为该财产在损失发生前的实际现金价值。

(ii) 全损/推定全损

本保单项下被保险财产的全损/推定全损，应根据重置成本进行赔偿（“以新换旧”）。

如果风力发电机组或变电站（整体）发生全损/推定全损，保险人应支付风力发电机组或变电站的协议价值（如不予以更换）。

如果被保险人希望用一种比损失前状况更好或更广泛的结构或类型重建或替换被保险财产，上述(a)(i)和(a)(ii)项下的追偿权不应受到损害；双方同意，保险人的责任不应因此而增加。

(b) 被保险人的物资或用品，包括在运输过程中的物品应按照损失发生的地点和时间的类似性质和质量的重置成本进行估价。

(c) 对于被保险人照看、保管和控制下出租或租赁的财产损失，保险人的赔偿责任应为被保险人根据出租或租赁协议（如适用）的条款承担的责任，减去租赁公司允许的任何交易或批量折扣，并且**赔偿责任不得超过修理费用或以类似性质和质量的其他设备替换此类损失设备所产生的费用。**

同时不超过上述所列明的保单赔偿限额，即每次事故赔偿金额为人民币25,000,000为限。

14. 制造商保修条款

本保险的先决条件是，被保险人根据任何适用的担保和/或保证条款或者约定，已尽一

切合理努力获得此类损失赔偿，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被保险人仍未能获得赔偿，可以在此处向保险公司提出索赔，此类损失或损害应为本保险单条款和条件所包含的承保范畴。

此外，还应注意并同意，如果保险人提前支付赔款，而制造商随后作出赔偿的，此提前支付的款项应全额退还保险人。

尽管有上述规定，如果制造商在本保险单项下解决了所述损失，同时根据营业中断保险的条款、条件和除外情形，在适用于营业中断险承保范围的情况下，保险人将赔偿被保险人的营业中断损失，如同所述损失已根据本保险单的本条款得到赔偿一样。

15. 推定全损条款

在这种形式下使用“全损”或“推定性全损”的术语，应指风力发电机组（包括适用的机舱/塔筒/基础）或保单约定的任何平台的100%损失。

在任何情况下，除了随后在本保险期内遭受的全部损失外，保险人对未修复的损失概不负责。

16. 灭火损失条款

除本保单另有规定外，保险人应承担使用或者耗用灭火材料的成本，以及本保单下被保险财产在灭火过程中招致的其他费用。

17. 小型工程条款

双方同意，本保单还应就被保险财产的维护工作变更或维修向被保险人赔偿因此类工作造成的任何物质损失或损坏，具体包括：

- (a) 赔偿这些工程的物质损失；
- (b) 赔偿由这些工程引起的现有风电场财产的物质损失；

本条款所提供的保障范围适用于维护现有的被保险财产，但不适用于新建项目。

根据小型工程条款提供的保障应遵守本保单的条款、条文和条件。本扩展应适用于本保单，除非发生以下任何情况：

- I. 在任何现有的维护服务协议和/或操作维护协议（或等同协议）范围之外，以额外的费用正在订立一份新的合同，来维持风电场的运营；或
- II. 上述第（I）款所述合同的合同价值超过人民币25,000,000元；或
- III. 上述（I）下合同要求部署自升式驳船或布缆船。

如果发生（I）、（II）或（III）的情况，工程已申报且额外保费按期支付，则应提供小型工程保险。

双方还同意，如果本合同项下被保险财产的此类工程导致该财产总额增加，则增加的资产应该自动纳入本合同承保资产项下，并在期满时进行申报调整。

18. 每次事故条款

“每次事故”是指由一次单独事件引起并直接造成的保险财产的损失或损坏。但是，因下述原因引发的在本保单承保范围内的事故，这里所定义的“每次事故”的持续时间和范围应限于：

- (a) 连续72小时内发生的飓风、台风、风暴、暴雨、冰雹和/或龙卷风；
- (b) 连续72小时内发生地震、海啸或海震，和/或火山爆发等；以及

对于超出这些时间范围或区域之外，被保险原因造成的财产损失不应被视为单独的每次事故。

被保险人可以选择该连续72小时开始计算的日期和时间，如果有任何事故的持续时间比72小时更长，则被保险人可以将该事故分成两个或两个以上的“事故”，只要这两个时间段不重叠并且在保单期限内，同时任何开始期间不得早于被保险人发生首次记录的财产损失的日期和时间。

19. 保额恢复条款

在不发生全损的情况下，保额不受任何一次事故所支付的任何赔款影响，只要在本保险期间该保额继续生效。

20. 工人（维护保养）条款

在不损害本保险的情况下，允许工人在所有设施上进行维修、小型结构改动和其他的改建，以及进行一般的维护工作等。

21. 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，导致有必要安排撤离，以保全被保险财产上人员的生命，则保险人将向被保险人赔偿由此招致的所有成本和/或费用。

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/或维持和/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。

保险人对撤离费的赔偿责任应分次限制，**每次事故责任限额根据保险双方的约定。**

22. 战争和内战除外条款

尽管本协议中有任何相反的规定，本保单不承保由于战争、侵略、外敌行为、敌对行为（不论战争是否宣战）、内战、叛乱、革命、起义、军事、篡权等原因造成的被保险财产直接或间接损失或损坏。对于因上述战争、侵略等原因造成的财产没收、国有化或者导致当局征用或毁坏，进而导致被保险财产直接或间接损失也不在本保单承保责任范围内。而对于保险起保前的敌对行动或军事演习中遗留的地雷、炸弹、鱼雷、导弹或其他武器造成的物质损失或损坏，不在上述除外范围内。

23. 额外费用条款

保险人应赔偿被保险人为使财产尽可能接近其正常运行而必须支付的额外费用(只要该

费用尚未包含在施救费用中), 包括临时租用发电机和船舶及其相关运行费用。这些费用是由本保险单承保的事故或本保险单将承保的事故造成的, 但是该财产属于海上输电网运营商而非被保险人所有的除外。

本条款项下, **保险人承担的每次事故责任限额, 根据保险双方的约定。**

24. 额外的工作成本

本保险扩展赔偿被保险人为了防止或最大限度地减少项目运营中断或干扰项目执行而发生的必要且合理的额外费用。

本扩展条款不包含以下任何金额:

- (a) 无论损坏是否发生, 都会发生的费用;
- (b) 事故发生后, 被保险人在重新设计、改造、增加或者改进项目或纠正缺陷或者消除不足过程中, 由此发生的新增费用;
- (c) 由于被保险人无法提供足够资金维修或更换受损的财产, 由此造成的延误而发生的费用;
- (d) 本条款没有明确规定的任何其他间接性损失引起的或与之相关的费用;
- (e) 根据本保单其他条款所引起的费用。

本条款规定每次事故赔偿限额, 根据保险双方的约定。

25. 测试、渗漏或损失查勘费用条款

如果本保单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测试、试验, 保险人将承担被保险人进行重新或者后续测试、试验工作所产生的费用, **每次事故限额, 根据保险双方的约定。**

26. 加速费用条款

本条款扩展赔偿被保险人因本保单项下承保风险导致的物质损失或损坏, 进而发生下文

中详细说明了附加成本和费用，这些额外成本和费用是被保险人或其代表为了加速启动、执行或完成受损财产有关的维修、复原或更换工作而发生的，但这些费用必须是合理且被证明恰当的。

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) 加班费或工资及其他相关津贴和付款的罚款率；
- (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。

本条款不赔偿本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获得的赔偿金额，或在没有本条款的情况下可从任何其他保单获得赔偿的金额。

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发生后，因可能采用的程序变更而发生的额外成本和/或费用。

本条款规定每次事故的赔偿限额，根据保险双方的约定。

27. 文件与计算机记录条款

本保单还将赔偿被保险人复制计划、文件和记录(包括电子存储的数据和计算机记录)所需的成本和费用，前提条件是该计划、文件和记录是因本保单承保的风险而遭受的损失/损害。

此处受损载体包含的信息对于被保险人的价值，保险人无需赔偿。

28. 自动恢复保险金额条款

本保单项下每次事故的赔付金额不得减少列明的保险金额,且保险人同意放弃收取额外的保险费。

29. 设计条款

因材料、工艺、设计方案缺陷而产生的所有必要费用, **保险人因同一系列原因引起的每次事故责任限额, 根据保险双方的约定。**

就本保险单而言, 而不仅仅是本条款而言, 双方理解并同意, **被保险财产本身的缺陷的矫正不属于保险责任**, 本保单只承担因该缺陷导致的其他部件或财产的损失。

30. 电缆切断条款

尽管有承保风险的规定, 本保单还应承保以下事项:

- (a) 由于迫近的威胁危及在布缆船上作业的人员和/或电缆的安全, 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)做出必须切割电缆的决定, 由此发生的费用;
- (b) 把电缆敷设作业恢复到事故发生前的相同状态所发生的费用。

但船长和/或高级船员和/或电缆船长应在特定作业计划开始前至少七天监测和考虑本项目安装现场周围的天气和海况预报, 直至完工, 并在布缆船上获取定期的预报, 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, 以最大限度地减小对工程和电缆损失。**但, 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。**

31. 内陆运输条款

本保单的保障范围扩展承保在通过公路、水路、铁路和空运运输期间被保险财产发生的物质损失或损坏。

本条款项下，每次事件赔偿限额，根据保险双方的约定。

32. 转运费用条款

关于本保险项下的运输，如果因本保单承保的事故，导致该运输在本保险承保以外的港口或地点终止，则因卸载、储存、转运被保险货物至保单承保的目的港口或地点所产生的合理的额外费用，保险人将予以赔偿。

保险人承担的任何此类额外成本的费用，**每次事故赔偿限额，根据保险双方的约定为上限。**

33. 海上撤销费用条款

在保单承保风险导致事故发生后，即使该事故损失低于免赔，本保单对于被保险人取消本项目项下的海上船舶和施工设备合同所产生的费用，及为完工而发生的租用海上船舶和施工设备导致的额外费用，将予以赔偿。**每次事故赔偿限额，根据保险双方的约定。**

本条款也扩展承保，因发生本保单责任范围内的事故，被保险人不得不取消支持船或备用施工船舶合同所产生的费用。同时，本保单也赔偿对于专门使用于该项目的指定的承保商船舶动迁后遭受承保风险导致的损失。

当发生保险责任事故，如果因工序变动，如按照等待标准保留船舶或者设备，使得保险人赔付金额减少，则保险人将该笔替代费用予以赔偿。

34. 自动喷淋装置损失扩展条款

双方注意到并同意，本保单的承保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。但以下情况，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**

本条款规定每次事故的额外限额，根据保险双方的约定。

第二部分一般条件

1. 损失通知

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

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

2. 保额增加和修正

本保单始终受制于总保单的**限额**：

- (a) 物质损失部分-双方同意，对计划估值的任何修订将自动承保，但最高不得超过任何一项价值的25%，须在合理可行的情况下，尽快向保险人提出申请。
- (b) 所有新的收购和/或利益都将自动承保，但是须就此向保险人提出申请。

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

3. 独立保单

如果被保险人有需要，保险人同意将向不同被保险人各自签发一份独立的保单。

4. 解除保单条款

主要被保险人可通过书面通知解除本保单。此类通知应声明该类解除何时生效（不晚于此后30天）。如果主要被保险人解除本保单，则满期保费需经保险人同意。如果保险人解除本保单，则满期保费应按比例计算。保险费调整可在保单正式解除时进行，也可在此后可

行的时间内尽快进行，但在存在未到期保费的支付或清偿情况下并不适用于该条款。

5. 全部的连带被保险人条款

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

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

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

6. 代位追偿权条款

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

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

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

7. 破产无偿债能力

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

但是，被保险人和/或任何其他保险人和/或任何其他保险人的倒闭、破产、接管或任何

拒绝或无力支付不得：

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

8. 许可和权利条款

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

9. 被保险人的协助与合作

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

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

10. 救助和赔偿条款

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

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

11. 赔款接收人

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

12. 错误与遗漏条款

本保险不受任何无意的或偶然的下述项目的影响：

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

13. 沟通通知

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

14. 其他保险条款

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

15. 检查和审计

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

16. 期限延长

如果本保单到期或被取消,而此保单项下的损失赔偿正在进行中,经双方理解并同意,即便本保单已经到期或被取消,损失依然遵照保单的约定进行赔偿,但以本保单所列条款、**条件和约定赔偿限额为限。**

17. 尽职调查条款

被保险人在任何时候均应尽量防止或减少本保单中承保财产的损失或损坏。

18. 部分利益条款

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

本条款通常受本文所述的通用保险条件部分的“其他保险”条款的约束。

19. 预付赔款条款

如果发生赔偿损失,则应与保险人协商预付赔款。

20. 费用条款

本保险承保范围包括以下内容:-

- (a) 遭受损失、损毁或损坏的被保险财产恢复所必然产生的费用和相关成本。
- (b) 被保险人为提供保险人可能要求和批准的证据而需要支付的合理费用。

21. 主要的特定承保范围

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

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

适用于所有部分的一般除外责任

1. 放弃

不得向保险人放弃任何财产。

2. 没收

剥夺被保险人对其财产的使用，包括没收、征用、扣押、禁运、检疫。

3. 协会放射性污染、化学、生物、生化和电磁武器除外条款

本条款属于首要条款，优先于本保险中与之矛盾的任何内容。

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

1.1 核燃料、核废料或核燃料燃烧产生的电离辐射或放射性污染。

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

1.3 利用原子能或核裂变和/或核聚变或者其它相似反应或放射性力量或者物质的武器或装置。

1.4 放射性物质的放射性、毒性、爆炸性或其它危险性或污染性特征。本子条款的排除范围不涉及核燃料以外的放射性同位素，前提是为商业、农业、医疗、科学或者其它相似的和平目的准备、携带、存储或使用此类同位素。

1.5 化学、生物、生化或电磁武器。

4. 网络攻击除外责任

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

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

5. 制裁限制和除外责任条款

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

6. 欺诈性索赔条款

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

信息

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

英文条款（后附）

WIND FARM OPERATING ALL RISKS

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.

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 – OPERATING ALL RISKS

1. PROPERTY INSURED

All real and personal property of the Insured including other property in the care custody and control of the Insured in connection with any projects declared under the open cover.

Any loss paid hereunder shall not reduce the amount of this insurance except in the event of a total loss and/or constructive and/or agreed and/or arranged total loss.

It is hereby understood and agreed that the property is insured and valued as declared and agreed with Insurers and that notwithstanding anything contained herein to the contrary this value, as between Insurers and the Principal Insured, is conclusive of the insurable values of the subject matter insured whether the loss be total or partial.

2. COVERAGE

Subject to its terms, conditions and exclusions this Insurance is against all risks of physical loss or physical damage to the property of the Insured, including mechanical and electrical breakdown or derangement; occurring during the Policy Period, and which may result from a defective part, faulty design, faulty materials, faulty or defective workmanship or latent defect, even though the fault or defect may have occurred prior to the attachment date of this insurance.

3. INTENTIONAL DAMAGE

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.

4. PUBLIC AUTHORITIES' REQUIREMENTS

The insurance provided by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority provided that:

The amount recoverable under this Extension shall not include the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:

- (a) In respect of destruction or damage occurring prior to the granting of this Extension,

- (b) In respect of destruction or damage not insured by the policy,
- (c) Under which notice has been served upon the Insured prior to the happening of the destruction or damage,
- (d) In respect of betterments.

5. EXCLUSIONS

There shall be no liability under this insurance in respect of:

(a)

1. Physical loss or damage caused by or resulting from normal and natural:

- i. wear and tear,
- ii. gradual deterioration, rust,
- iii. gradual corrosion,
- iv. ordinary atmospheric conditions resulting in expansion or contraction due to change in temperature
- v. condensation

2. Failure of Computers/Systems:

- i. System includes computers, other computing and electronic and mechanical equipment linked to a computer, hardware, software, programs data, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation;
- ii. Microchip includes integrated circuits and microcontrollers.

However Exclusion (a) shall not be deemed to exclude any physical loss or physical damage otherwise covered hereunder, caused by or resulting from any of the aforementioned conditions.

(b) Liabilities to third parties.

(c) Blueprints, plans, specifications or records personal effects of employees or others.

(d) Inventory shortage or mysterious disappearance.

(e) Loss, damage or expense caused by or arising out of delay, detention and/or loss of use, loss of contract, loss of income or profits, or loss of market.

(f) Machinery or plant being subject to experiments or overload or similar tests requiring the imposition of abnormal conditions (other than overload or similar tests carried out with the approval of the manufacturer or by normal rules of good operational practice).

NB: The checking of the correct working of the plant shall not be considered to be testing or experimenting.

(g) Subsidence, heave and scour - however this exclusion shall not be deemed to exclude any physical loss or physical damage otherwise covered hereunder, caused by or resulting from subsidence, heave or scour.

(h)

- (i) asbestos material removal unless the asbestos itself, or the structure or item containing the asbestos, is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
 - (ii) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of law or ordinance regulating asbestos material;
 - (iii) any governmental direction or request declaring that asbestos material present in, or part of, or utilised on any undamaged portion of the Insured' s property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.
- (i) Loss or damage caused by the Insolvency of any organisation to whom the Insured' s property may be entrusted.
- (j) Loss or expense resulting from physical loss or physical damage to the Property Insured occurring prior to the time such Property Insured has been completely:
- (i) Installed;
 - (ii) Tested; and
 - (iii) Accepted by or is at risk of the Insured.

This is agreed to have occurred at issuance of each taking over certificate.

However, Insurers note that exclusion (j) shall not be applicable to Section III Business Interruption of this Policy.

6. CONSTRUCTION DAMAGE

Construction Damage shall mean loss or damage to property caused by remaining construction activity at any projects declared under this open cover.

7. LIMIT OF LIABILITY

Underwriters' total liability under Section II 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 II 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):

- (a) Sue and Labour;
- (b) Removal of Wreck, Wreckage and / or Debris;
- (c) Extra Expense;
- (d) Expediting Expenses;
- (e) Additional Costs of Working;

in no case shall Insurers liability arising out of any one Occurrence exceed the agreed Sum Insured as stated in the Risk Details section Part I.

8. RESIDUAL PROPERTY

Residual Property is herein covered and shall be defined as that part of the Property Insured which remains intact following physical loss or damage covered hereunder to such Property Insured and which is to be removed either by order of a relevant authority or where it interferes with the Insured's operations and/or when the incurring of such costs and/or expenses is compulsory by any law, ordinance or regulation or when the Insured hereunder is liable for such costs and/or expenses under contract.

9. TEMPORARY REMOVAL CLAUSE

Subject to the following provisions, the Property Insured by this Policy (other than stocks if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair, or other similar purposes, including when endangered by a peril for which indemnity is provided under this Policy; elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail, air or water.

The amount recoverable under this clause in respect of each item of the policy shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the premises from which the property is temporarily removed.

Subject to a sub-limit of RMB each and every Occurrence.

10. REMOVAL OF WRECK, WRECKAGE AND / OR DEBRIS

Subject to a sub-limit of RMB each and every Occurrence, it is hereby agreed to indemnify the Insured hereunder for all costs and/or expenses of or incidental to, the raising, removal or destruction of the wreck and/or wreckage and/or debris (including undamaged residual property following a loss insured hereunder), shoring or propping up following a physical loss or physical damage caused by a peril insured hereunder, of the property of the Insured(s) hereon or of others or the provision and maintenance of lights, markings, audible warnings for such wreck and/or wreckage and/or debris when the incurring of such costs and/or expenses is demanded by Government Authority or compulsory by any law, ordinance or regulation or when the Insured hereunder is liable for such costs and/or expenses under Contract or otherwise or when such wreck and/or wreckage and/or debris interferes with the Insured's normal operations.

11. SUE AND LABOUR

Subject to a sub-limit of RMB each and every Occurrence, it is agreed that should the Property Insured hereunder suffer actual loss, damage or misfortune or be imperilled by the threat thereof it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the property and/or Interest insured or any part thereof, without prejudice to this insurance; such expenses are to be borne by Insurers subject to the terms and conditions of this Policy and it is expressly understood and agreed that no acts of the Insurers or Insured in recovering, saving or preserving the Property Insured shall be considered as a waiver or acceptance of abandonment following physical loss or damage caused by a peril insured hereunder.

12. STAND-BY CHARGES

Insurers shall indemnify the Insured 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 resulting in a claim covered under Section II, where the Insured is 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.

13. BASIS OF RECOVERY

Unless otherwise stated any loss hereunder shall be determined as follows:

(a)

(i) Partial Loss

Partial loss of Property Insured hereunder shall be recovered hereunder on the basis of Replacement Cost ("New for Old"). The Replacement cost hereunder being defined as the cost of repairing, replacing, reinstating or rebuilding the damaged property with materials of like kind and quality without deduction for depreciation.

If the Property Insured hereunder is not replaced, the basis of indemnity shall be the Actual Cash Value of the property immediately before the loss.

(ii) Total/Constructive Total Loss

Total Loss/Constructive Total Loss of Property Insured hereunder shall be recovered hereunder on the basis of Replacement Cost ("New for Old").

In the event of a Total/Constructive Total Loss of a wind turbine generator or substation (in its entirety) the Insurers hereunder shall pay the Agreed value of a wind turbine generator or substation if not replaced.

The right of recovery under (a)(i) and (a)(ii) above shall not be prejudiced should the Insured desire to rebuild or replace the Property Insured with a construction or type superior to or more extensive than its condition as immediately prior to the loss; it being understood that Insurers' Liability shall not be increased thereby.

(b) Materials or supplies of the Insured, including such items while in transit shall be valued at replacement cost of like kind and quality, at the place and time of loss (including all costs and duty, if applicable).

(c) Subject to a sub-limit of RMB 25,000,000 each and every Occurrence as respects property rented or leased under the care, custody and control of the Insured, Insurers' liability shall be that assumed by the Insured under the terms of the rental or lease agreement, if applicable, less any trade or volume discount allowed by the rental company, and liability shall not exceed what it would cost to repair or to replace the equipment involved in such loss hereunder with other equipment of like kind and quality.

However, never more than the overall Limit hereon.

14. 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.

15. CONSTRUCTIVE TOTAL LOSS

Where the terms Total Loss or Constructive Total Loss are used in this form, they shall mean the 100% loss of a wind turbine generator (including nacelle/tower/foundation as applicable) or any platform scheduled to the policy.

In no case shall the Insurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this insurance.

16. 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.

17. MINOR WORKS

It is agreed that this policy shall also indemnify the Insured in respect of maintenance work alterations or repairs to the Property Insured hereunder for any physical loss or physical damage in respect of such work including:

- (a) Cover for physical damage to these works;
- (b) Cover for physical damage to existing wind farm property arising from these works;

Cover provided by this clause responds to works which maintain the existing integrity of the assets insured but is not intended for new build projects.

Cover provided under the Minor Works Clause shall be subject to the terms, clauses, conditions of this policy. This extension shall apply, except where any of the following occur:

- I. A new contract is being entered into, at additional cost, to maintain the wind farm outside of any service and maintenance agreements and/or any operation and maintenance agreement (or equivalent); or
- II. The contract under (I) above has a contract value which exceeds RMB 25,000,000;
or
- III. The contract under (I) above requires the deployment of either a jack-up barge or a cable lay vessel.

In the event of (I), (II) or (III) occurring, minor works cover shall be given if the works are declared and additional premium will be due.

It is further agreed that if such works to the Property Insured hereunder results in an increase in value of such property, the increase in value is to be automatically covered hereon subject to adjustment at expiry.

18. OCCURRENCE

The words Occurrence shall mean all individual losses or damage arising out of and directly occasioned by one event. However, the following causes are insured by this policy the duration

and extent of any 'Occurrence' so defined shall be limited to:

- (a) 72 consecutive hours as regards a hurricane, a typhoon, windstorm, rainstorm, hailstorm and/or tornado;
- (b) 72 consecutive hours as regards earthquake, tsunami or seaquake, and/or volcanic eruption; and

No individual loss from whatever insured cause, which occurs outside these periods or areas, shall be included in that 'Occurrence' .

The Insured may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, the Insured may divide that event into two or more 'Occurrences' , provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured in that event during the policy period.

19. REINSTATEMENT OF SUMS INSURED

The sums insured shall not be affected by any sum(s) paid in respect of any one Occurrence to the extent that they shall continue for the appropriate amount during the period of this insurance.

20. WORKMEN (MAINTENANCE) CLAUSE

Workmen are allowed on all facilities for the purposes of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance.

21. 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 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 each and every Occurrence.

22. WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

This Clause 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.

23. EXTRA EXPENSES CLAUSE

Subject to a sub-limit of RMB each and every Occurrence, Insurers shall indemnify the

Insured for additional expenses (in so far as they are not already insured Sue and Labour) 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, 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 offshore transmission grid operator instead of the Insured.

24. 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 operation of the project solely due 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) Incurred in redesigning altering adding to or improving the project 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;
- (c) Resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the assets suffering damage;
- (d) Arising from or in respect of any other consequential losses not specifically provided for herein;
- (e) Incurred which is specified elsewhere in the policy.

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

25. 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 (100%) each and every Occurrence.

26. 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 a limit of RMB each and every Occurrence.

27. 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.

28. 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.

29. DESIGN CLAUSE

The Insurers' limit of liability due to all costs rendered necessary by defects of material workmanship design plan specification shall be sub-limited to RMB each and every root cause.

For the purpose of this policy and not merely this clause 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.

30. 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.

31. INLAND TRANSIT

Coverage under this Policy is extended to include physical loss or physical damage to the Insured Property during transit by road, waterway, rail and air transport.

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

32. 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 (100%) each and every Occurrence.

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.

33. 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.

SECTION II GENERAL CONDITIONS

1. NOTICE OF LOSS

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

2. ADDITIONS AND AMENDMENTS

Subject always to the overall slip limit:

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

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

3. SEPARATE POLICIES

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

4. CANCELLATION

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

5. BLANKET ADDITIONAL INSURED

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

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

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

6. SUBROGATION

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

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

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

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

7. BANKRUPTCY AND INSOLVENCY

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

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

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

8. PERMITS AND PRIVILEGE

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

9. ASSISTANCE AND CO-OPERATION OF THE INSURED

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

10. SALVAGE AND RECOVERIES

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

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

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

11. LOSS PAYEE CLAUSE

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

12. ERRORS AND OMISSIONS

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

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

13. NOTICES OF COMMUNICATION

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

14. OTHER INSURANCE

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

15. INSPECTION AND AUDIT

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

16. EXTENDED EXPIRATION

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

17. DUE DILIGENCE

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

18. PARTIAL INTEREST CLAUSE

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

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

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

19. ON ACCOUNT PAYMENTS

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

20. FEES

Coverage hereon includes the following:-

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

21. PARAMOUNT SPECIFIC COVERAGES

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

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

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

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

2. CONFISCATION

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

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

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

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

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

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

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

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

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

4. CYBER ATTACK EXCLUSION CL380

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

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

5. SANCTIONS LIMITATION AND EXCLUSION CLAUSE LMA 3100

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

6. FRAUDULENT CLAIMS CLAUSE (LMA5062)

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

Form approved by Lloyd' s Market Association.

INFORMATION

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