

NUCLEAR ENERGY RISKS

EXCLUSION CLAUSE (MARINE) 1.1.89

This Agreement excludes Nuclear Energy Risks whether written directly or by way of reinsurance or via Pools or Associations.

Under this Agreement the term “Nuclear Energy Risks” means any first or third party insurance (other than Workers’ Compensation or Employers’ liability) in respect of:

- (i) nuclear reactors and nuclear power stations or plant.
- (ii) any other premises or facilities concerned with:
 - (a) the production of nuclear energy or
 - (b) the production or storage or handling of nuclear fuels or nuclear waste;
- (iii) any other premises or facilities eligible for insurance by any local Nuclear Pool or Association but only to the extent of the requirements of the local Pool or Association
- (iv) nuclear or radioactive fuel, or nuclear or radioactive waste.

However, this Exclusion shall not apply

- (a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor’s plant and equipment used in connection therewith):
 - (i) for the storage of nuclear fuel – prior to the commencement of storage;
 - (ii) as regards reactor installations – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local Nuclear Pool or Association.
- (b) to any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the “high radioactivity” zone.
- (c) to any insurance or reinsurance in respect of the Hulls of ships, or aircraft or other conveyances.
- (d) to any insurance or reinsurance in respect of loss of or damage to (including any Expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste whilst in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

华泰财产保险有限公司

核能风险免责条款

本协议排除任何无论是直接订立或通过再保、共保、协会订立的核能风险。

本协议中核能风险是指任何关于下列事项的第一或第三方保险（除劳工赔偿和雇主责任）：

1. 核反应堆与核电站；
2. 任何其他与下列事项相关的处所与设施：
 - （1）核能产品；
 - （2）核燃料或核废料产品、储存或操作；
3. 任何其他有资格享受保险的处所或设施，但仅限于其提出保险要求时；
4. 核或放射性燃料，核放射性废料。

但本免除条款不适用于，

（1）任何下列建筑、厂房或其他财产（包括缔约人使用的相关工厂与设备）的建设与安装；

（a）用于核燃料的储存（在储存开始前）；

（b）对于核反应堆而言，在核燃料装入反应堆前或到达初始临界前，以相关地区核组织保险或再保险开始为准；

（2）任何承保不在上述（a）款范围内的且不在高放射性地区的机械故障或其它工程保险或再保险；

（3）任何关于船舶、航空器或其他交通运输工具的保险或再保险；

（4）任何承保运输中或作为货物储存的核/放射性燃料、废料的损失或损害（包括有关费用）的保险或再保险，但正在处理中的或正在反应堆设施或其它与核燃料废料产品、储存或操作有关的终点储存的除外。