

华泰财险附加放射性及核能源风险除外责任条款

由本保单提供的赔偿不应适用于或包括：

由以下原因直接或者间接引起的关于任何财产的任何损失或者毁坏，或者由此引起的任何损失或者开支，或者任何性质的结果性损失或者法律责任：

- (a) 由核燃料或者核燃料燃烧（燃烧应包括自我维持的核分裂过程）中产生的核废料中的放射性活动而引起的电离辐射或者污染。
- (b) 以下活动中的放射性的有毒暴露或者其他有任何暴露核组装或者核部件的危险财产
 - i. 战争、侵略、外国敌人的行动或者作战行动（无论有无宣布战争）、内战。
 - ii. 暴动、民众骚乱取得部分权力或者形成人民起义、军队起义、暴动、反叛、革命、军队或者篡夺权力。
 - iii. 由代表或者和任何组织机构有关联的一人或者多人所实施的恐怖活动。

为了此除外条款的目的，“恐怖活动”指为政治目的适用暴力包括使用暴力以将公众或者任何部分的公众置于恐惧之中。

在任何索赔、诉讼或者其他程序中，保险人基于此除外条款主张任何损失或破坏不包含在此保险中，证明此类损失或者破坏是包含在保险中的责任应由被保险人承担。

本保险单所载其它条件不变。

Radioactive/ Nuclear Energy Risks Exclusion Endorsement

The Indemnity provided by this policy shall not apply to or include:

Any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, happening through or arising from :

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (combustion shall include self-sustaining process of nuclear fission).
- (b) the radioactive toxic exposure or other hazardous properties of any exposure nuclear assembly or nuclear component thereof.
 - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war,
 - ii. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - iii. Act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this exclusion, “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Exclusion any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.