

## 华泰财险附加核能源责任除外条款（广义）

兹经双方理解并同意，本保险合同对以下情况不负责赔偿：

1. 对于与下述各项相关的责任保险项下发生的“人身损害”或“财产损失”：
  - (a) 本保险合同的被保险人同时也是核能源责任保险协会、原子能责任险联合承保商协会或加拿大核能保险协会签发的核能源责任保险合同或类似保险合同的被保险人，或若非该保险合同责任限额已用尽，本应为该保险合同的被保险人；或
  - (b) 因核材料的危险属性而引起且与以下内容相关的：
    - (1) 任何个人或组织均要求按照 1954 年原子能法案或任何修正法案取得财务保障；或
    - (2) 被保险人有权，或者若没有签发本保险合同，被保险人将有权，从美国或任何机构或个人或组织得到赔款。
2. 在医疗费用保险下或在急救或手术相关的补充赔付条款下发生的，因核材料危险属性及任何个人或组织因核设施运转引起的身体伤害、不适、疾病或死亡而产生的费用。
3. 在责任保险项下因核材料的危险属性引起的身体伤害、不适、疾病、死亡或财产毁坏，如果：
  - (a) 核材料
    - (1) 是装载在由被保险人所有或操作或被保险人代为操作的核设施内，或
    - (2) 已经溢出或散播；
  - (b) 核材料是包含在由被保险人或被保险人代表所有、处理、使用、加工、储存、运输或处置的已用燃料中或废弃物中的；或
  - (c) 第三方的身体伤害、不适、疾病、死亡或财产毁坏是因被保险人提供的与核设施计划、建造、维护、运作相关的服务、材料、零部件而引起的。但如果该设施在美国本土及其附属领域、或加拿大境内，则本除外条款仅适用于由于该上述核设施所引起的伤害或毁坏。
4. 本保险合同下的下述定义：

“危害性财产”包括放射性、有毒或爆炸性财产；

“核材料”指源材料、特殊核材料或副产品材料；

“源材料”、“特殊核材料”和“副产品材料”依据 1954 年原子能法案或相关修正法案定义的含义；

“已使用燃料”指任何已使用过或已在核反应堆里暴露的固态或液态的燃料元件或燃料组件；

“核设施”指：

  - a) 任何核反应堆；
  - b) 任何由于下列目的的设计或使用的设备或装置：
    - (1) 分离铀或钚的同位素；或
    - (2) 处理或利用已使用燃料；或
    - (3) 处理、加工或包装废弃物，
  - c) 如果处于被保险人场所内看管内的任何用于加工、制造或合金特殊核材料的设备或装置的总数量由或含有超过 25 克钚或铀 233 或其任何组合，或 250 克以上的铀 235；
  - d) 准备用于或用于存储或处置废弃物的结构、盆地、挖掘地、场所或地方，包括所处地址内的一切营运活动及一切用于该用途的场地；

“核反应堆”指任何设计用于或使用于维持核裂变自支撑链式反应或包含可裂变材料的临界

质量装置;

“财产损失”包括被保险财产遭受的所有形式的放射性污染。

本保险合同所载其他条款条件不变。

#### **X78 Nuclear Energy Liability Exclusion (Board form)**

**It is hereby understood and agreed that the policy does not apply:**

- 1. Under any Liability Coverage, to "bodily injury" or "property damage":**
  - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or**
  - (b) resulting from the hazardous properties of nuclear materials and with respect to which**
    - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or**
    - (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.**
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.**
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if**
  - (a) the nuclear material**
    - (1) is at any nuclear facility owned by, or operated by or on behalf of, and Insured or**
    - (2) has been discharged or dispersed therefrom;**
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or**
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to injury to or destruction of property at such nuclear facility.,**
- 4. As uses in this endorsement:**

**“hazardous properties” include radioactive, toxic or explosive properties;**

**“nuclear material” means source material, special nuclear material or by product material;**

**“source material”, “special nuclear material”, and “by product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;**

**“spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;**

**“nuclear facility” means**

  - (a) any nuclear reactor,**
  - (b) any equipment or device designed or used for**
    - (1) separating the isotopes of uranium or plutonium; or**
    - (2) processing or utilizing spent fuel; or**

**(3) handling, processing or packaging waste;**

**(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,**

**(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,**

**and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations;**

**“nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;**

**"Property damage" includes all forms of radioactive contamination of property.**

**Subject otherwise to the terms, exceptions and conditions of this policy.**