

海上工程项目保险（劳合社条款）

除非以下条款、条件及除外责任另有规定，本保险单提供被保险人所遭受特定物质损失及所承担责任的保险。第 I 部分——“物质损失”保险及第 II 部分——“责任”保险为独立部分，除非下述保险范围及一般条款及条件适用于第 I 部分及第 II 部分。

请仔细审核本保险单的全部内容，并与您的保险代理人、经纪人或其他代表讨论以下所述承保范围。

保险范围

（适用于第 I 部分及第 II 部分）

除非保险协议、适用条款、条件及除外责任另有规定，本保险单承保在申报单第 2 条中确定项目（以下简称为“项目”）中执行的下列活动，前提条件为此类活动属于保险价值内。所承保的活动包括：采购、建筑、制造、装船、装货/卸货、陆地运输、海运或空运（包括可能需要的在港口或地点的停泊）、存储、拖运、匹配、安装、埋置、钩牢、连接及/或缚牢操作、试验及试运行、存在、初期操作及维修、项目研究、工程、设计、项目管理、试验、试用、管道铺设、挖沟及试运转。也可能包括钻井操作直接引起的后果，但仅限于保险人声明并认可的范围。

本保险单应被视为关于以下所述每个主要被保险人的独立保险，而不增加保险人的责任范围。

1. 被保险人

主要被保险人

i. （名称）

目前或以后存在的公司及/或合资公司。

ii. 目前或以后组成的上述公司及/或合资公司的母公司及/或子公司及/或附属公司及/或联合公司及/或内部关联公司，以及行使其职权过程中的主管、管理人员及雇员。

其他被保险人

iii. 项目经理。

iv. 第 i、ii、iii 及 iv 条款中规定的被保险人与其达成与本项目直接相关书面合同中的任何其他公司、企业、个人或团体（包括承保商及/或分承保商及/或制造商及/或供应商）。

2. 针对其他被保险人的特殊条件

特殊条件是指在上述第 iii 及 iv 条款“其他被保险人”定义中确定的任何一方，按照主要被保险人通过保险单项下规定的被保险工程范围内的每一份书面合同批准的符合质量保障/质量控制条款的质量保障/质量控制系统，执行其操作，从而以其他被保险人身份获得利益的先决条件。

除非特殊合同中包括与之相反的规定，在整个保险单有效期内，保险人应承保其他被保险人直接参与项目风险的利益。任何被保险人只能通过主要被保险人行使本保险项下的权利。在通过合同将本保险利益转移给某一被保险人时，在任何情况下，转移给该被保险人的利益不应大于此类合同规定的利益并且不大于在保险单的保险协议、条

款、条件及除外责任项下提供的利益。

3. 损失受偿人

损失赔偿及退回保险费应按照顺序支付给_____（名称）。

4. 保险单有效期

见保险申报单第 3 条中的详细说明。

一般条款及条件

（适用于第 I 部分及第 II 部分）

1. 保险费

应按照保险申报单第 6 条中的规定支付保险费。

2. 代位追偿权

关于保险单第 I 部分或第 II 部分项下的任何索赔或支付，保险人将代位行使被保险人对任何人或其他实体（除主要被保险人及其他被保险人之外）拥有的权利。被保险人应出具保险人要求提供的所有文件，并应与保险人合作，确保其代位行使权。

3. 代位追偿权的放弃

保险人同意放弃对任何主要被保险人及/或其他被保险人的代位行使权。在开始运营之前，未经保险人同意对本保险单进行特定批单，被保险人不应向钻井承保商及/或其分承保商授予任何代位行使权放弃声明。

作为从本条款的代位行使权自动放弃中受益的先决条件，其他被保险人必须按照主要被保险人通过保险单项下规定的被保险工程范围内的每一份书面合同批准的符合质量保障/质量控制条款的质量保障/质量控制系统的进行其运营。

4. 权益百分比条款

本保险单中的所有价值、限额、保险免赔扣除额及保险费针对 100%权益，并应按照保险人声明或后来声明、批准的每个主要被保险人权益的比例扣减。

5. 优先顺序

只要与保险单文本不发生冲突，编入保险单中的所有条款（以下称为“编入条款”）都应适用。在编入条款与本保险单文本不符时，以保险单文本为准。

6. 法律及司法管辖权

各方同意并认可，本保险单适用英国法律及惯例。由于或涉及本保险单发生的任何争议、冲突或索赔应提交给英格兰及威尔士的法庭审理，英格兰及威尔士法庭对所有此类事宜具有专属司法管辖权。

7. 赔偿金货币条款

以美元开具的保险单，经各方同意，在保险人受理索赔后但在开始理赔前，如果任何被保险人要求，保险人可以按照保险人进行支付前两个工作日发表于“金融时报”的英镑与美元的收盘汇率中间价汇率，以美元或英镑支付。

8. 仍予负责条款

在利益所有权或使用权被全部或部分征用、没收、国有化、抢先占有、占用的情况下，除非本保险单中的保险协议、条款、条件及免责条款另有规定，在此类事件发生后的十四日内，本保险单将继续承保被保险人的或有债务。在此期限后，除非保险人事先同意继续承保，本保险单将终止。

9. 剥离条款

在项目中的部分或全部利益被剥离时，主要被保险人应立即将剥离事项通知保险人。保险人同意按照相同的条款及条件，在剥离日期后的 14 日内，向被剥离利益的新所有者提供承保。被剥离部分的承保将在剥离发生 14 日后终止，除非保险人及新所有者达成继续承保的协议。

如果新所有者选择不继续投保，保险人同意调整承保的终止日期并支付的相应的保险费。另外，在被剥离部分的承保终止后，保险人不承担支付对被剥离利益新所有者或其保险公司的付款责任，或代表其付款的义务，即使是对于在剥离日期前出现事故或事件导致的损失或损害。

10. 谨慎处理

谨慎处理作为保险单的一个条件，即被保险人应在保险单项下的所有操作过程中，采取应有的小心及谨慎态度，遵守所有安全惯例，并使用普遍认为对于此类操作较为稳妥的设备。在出现任何危险情况时，包括可能发生保险单承保的间接损害的油井，被保险人应自负费用，做出所有合理努力，防止保险单项下承保损失的出现。

11. 占有及运营许可

在适当的保险费调整及提前通知保险人的条件下，允许占有并运营被保险财产的任何一部分或几部分，并且此类占有或运营不构成所保险财产部分。

12. 与承运人、仓库业者及其他受托人的协议

在发生损失前，被保险人可以书面放弃其对私人或合同承运人的追偿权，并可以接受普通承运人、仓库业者或其他受托人的限制其责任的提单或收据，但本保险不承保任何承运人、仓库业者或其他受托人的利益。

13. 无力清偿债务

被保险人及/或任何其他保险人的无力清偿债务、破产、破产在管或无力支付不应导致：

- a. 取消保险申报单第 5 条中规定的保险免赔扣除额；
- b. 增加保险人在保险单项下的责任；或者
- c. 增加保险人在保险单项下的责任份额。

14. 检查及审计

保险人应被允许在任何时间检查但没有义务检查被保险人的财产及运营。保险人进行检查的权利或进行检查的行为或检查报告，不构成代表或为了被保险人或其他方的利益进行检查，不能确定或保证此类财产或运营的安全性。

在保险单期限内及保险单扩展期限内以及保险单最后终止后的三年内，保险人可以检查并审计被保险人账目及记录，只要此类账目及记录与本保险的标的物相关。

15. 撤销

申报单第 1 条中规定的第一列名主要被保险人，可以在发生导致或可能导致所保险损

失的第一次事故之前的任何时间，代表所有被保险人撤销保险单。应通过申报单第 7 条中规定的当事方，向保险人发出撤销通知。应通过挂号信、传真、电子邮件或派人递送发出此类撤销通知，并应说明撤销通知的生效时间（不少于此后的三十日）。除非申报单第 7 条中规定的当事方在收到撤销通知的 72 小时内将其转达给保险人，否则撤销通知不应在通知规定的日期生效。符合本条款要求的撤销通知，应在通知规定的生效日期终止本保险单项下对所有被保险人的承保。第一列名主要被保险人应负责通知所有被保险人保险已被撤销。

如果第一列名主要被保险人撤销本保险，保险人应按照撤销日期承受的风险等级，计算应退保险费。在任何情况下，保险人应按照所附表格，在保险有效期内至少获得按短期费率计算的保险费。

16. 与法令相抵触的情况

保险人及被保险人理解、声明并承认，在本保险任何及全部条款与本保险单出具所在州或国家的法令冲突的情况下，应按照此类法令进行修改。

17. 保险单的转让或修改

本保险单的制定及核保遵循保险人签署的所有条件、限额、协议、声明及所有批单，并构成保险人及被保险人之间的完整合同。除非经保险人书面批单同意，保险单项下的通知、任何权利转让、权利的放弃或条款的延期均无效。

在保险单期限内发生被保险人死亡、破产或破产在管的情况下，如果在发生死亡、破产或破产在管后的三十日内，通过_____，向保险人发出书面通知，保险单应对被保险人的法定代理人提供保险，取消保险单的情况不在此限。

18. 接受

每个被保险人声明，申请书、明细表及建议书中的各项声明真实并构成保险单的一个组成部分，保险人根据以上声明并鉴于被保险人将支付保险费的前提下出具保险单。每个被保险人均认可并接受保险单。

19. 权利的丧失

如果被保险人违反保险单中的任何条款，在保险所在国或州没有相反的法律规定的情况下，被保险人将不能得到针对违反条款所做索赔的赔付。

如果任何被保险人提出本保险单项下的虚假或欺骗性赔偿要求，包括赔偿金额或其他方面，本保险单将失效并作废，并且所有保险权利将被剥夺。

20. 发现期条款

只有在申报单第 3 条中规定的项目期限到期后的 12 个月内，并同时申报单第 3 条、第 1 部分、条款及条件、下述第 19 条中规定的特定维护期，被保险人发现并向保险人报告此类损失、损害或出现事故的情况下，才能赔付保险单项下的索赔。

但是，本条款不应限制制定维修范围及/或影响及/或按照上述发现并报告的此类损失及/或损害提出索赔的时间。

第 I 部分 - 物质损失

1. 承保的风险

除非本文条款、条件及除外责任另有规定，第 I 部分承保对下述承保财产的物质损失，前提是此类物质损失是由于申报单第 3 条中规定的保险单期限内出现的事故导致的。

2. 承保的财产

本保险承保在全世界范围内执行与项目相关的所有合同过程中执行的所有工程，包括（前提条件是其被包括在向保险人及被保险人声明的合同价值内）将成为被完成项目的组成部分或完成项目过程中使用或消耗的材料、元件、部件、机器、固定装置、设备及任何其他财产。本保险也将承保（前提条件是向保险人对其进行申报并经保险人批准）所有临时工程、工厂、设备、机器、材料、全部用品及相关的所有财产，无论此类项目是否将构成工程的永久性组成部分，包括所有场地准备工程及后续执行风险。

各方理解并同意，对于任何不构成合同工程组成部分的任何被承保设备及/或财产，在其被用于项目以及在从项目场地运出直到到达其最终目的地或从项目场地拆除后第 30 日（两者以先到者为准）的过程中，将对其给与承保。

3. 保险单的限额

对于出现任何单一事故导致的所有索赔，保险人的全部责任不应超出最后认可的明细表“B”价值的 125%，包括在防止损失条款、附加工程条款及碎片/残骸清除条款项下做出的支付（每一项在相应承保范围条款中单独限定）。

在发生第 I 部分第 5 条项下规定的收费自动调整的情况下，对于出现任何单一事故导致的所有索赔，保险人在第 I 部分项下的所有责任不应超出最后认可的明细表“B”价值的 150%，包括在防止损失条款、附加工程条款及碎片及/或残骸清除条款项下做出的支付（每一项在相应承保范围条款中单独限定）。

无论本文的规定如何，保险人关于第 I 部分的最高责任限额累计不应超出明细表“A”的数字。

4. 保险免赔扣除额

保险人在第 I 部分项下的责任应遵循申报单第 5 条中规定的保险免赔扣除额。

5. 收费自动调整条款

在发生风险时，申报单中列名的价值极可能代表预估计的全部价值并因此作为暂定价值，各方同意承保财产的最终全部价值应为保险价值。

上述列名的保险价值，如果发生下列情况：

- a. 超出在明细表 B 中规定的暂定价值，被保险人在此同意向保险人声明超出价值的金额并按照协议支付保险费，并且保险人同意接受增加价值的成比例份额；或
- b. 低于在明细表 B 中规定的暂定价值，保险人承保金额应成比例减少，并且保险人同意按照协议，按照其相应保险额减少的金额，退回保险费。

但是，如果被保险价值超出按照明细表 B 声明的初期价值的 125%，那么对于任何单一事故，第 I 部分项下的赔偿限额应为初期明细表价值的 125%，但始终应遵循按照保险单其他部分规定的赔付限额并遵循发生损失时申报单认定的“B”明细表金额。

条款及条件

(仅限于第 I 部分)

1. 赔付的基础

在发生保险单第 I 部分项下承保的某一事故的情况下，保险人同意遵循下列基础内容，对被保险人进行赔付：

- a. 维修或更换的项目 - 在维修或更换过程中需要并合理发生的“以新换旧”加拖曳、安装及所有其他费用-遵照最新认定的明细表B。
- b. 重新设计或新设计项目的更换 - 如果此类更换实际发生并且对于遭受物质损失的项目没有进行维修或更换，应在按照上述 1a段落合理估计数字的基础上进行赔付。
- c. 没有维修或更换的项目：
 - (i) 对于全部及/或结构性全部损失的项目，按照最新认定的明细表 B，赔付在发生损失之前发生的实际项目成本。
 - (ii) 对于被保险项目的部分物质损失，赔付由于未维修损害导致的合理损耗，合理损耗被认定为在“以新换旧”基础上维修此类损坏（在由于完全超出被保险人控制范围外没有进行维修的情况下）加拖曳、安装及关于损失或损坏项目的直接引起的其他类似合理费用，条件是已预付此类费用，或者被保险人承诺支付并不能取消承诺，但不超过最新认定的明细表 B 的金额。
- d. 预先雇用船只/设备 - 各方理解并同意，如果发生对第I部分包括的被保险财产的有形损失及/或物质损失，被保险人使用租用、雇用或合同拥有的船只及/或船舶及/或设备及/或劳动力进行维修及/或重新安装及/或更换及/或抢救，该费用或部分费用应基于在维修、重新安装、更换及/或抢救时的预先雇用费率或此类雇用的合同费率，并在提出索赔时按此进行赔付。在被保险人使用自有船只、船舶、设备、材料或劳动力进行第I部分包括的有形损失及/或物质损失的任何维修、重新安装、更换或其他工作的情况下，应遵循保险单的条款及条件，对此类工作的合理费用的索赔进行赔付。前提条件始终是在本段落中所涉及的可赔付费用不应超出从其他可提供来源雇用船只及/或船舶及/或设备及/或材料及/或劳动力的费用。

关于上述段落 a 及 b，在任何情况下，保险人不对任何由于规定施工或维修的法律、法令、法规、许可或执照导致的任何增加的维修或施工的费用或成本，或由于设计改进或变更引起的费用或成本增加负责。

额外保险费用及与损坏维修或更换工作相关的（再次）鉴定费用被作为保险价值的组成部分承保，包含工程初期估计最终完成价值中的原始保险费用。

前提条件始终是，如果上述的任何费用与被损坏项目的补救及/或后续的维修项目安装或更换相关，并且不考虑被保险财产的物质损失，此类费用或其一部分由于被保险人导致的，或者关于未保险事项使被保险人受益，那么此类费用应在被保险人及保险人之间按照公平并且合理的方式分配。

2. 编入条款

下列条款通过引用合编入保险单，所作的修改如下所述：

- a. 协会建造危险条款（1988年6月1日）修改如下，包括第6条“地震及火山喷发不属保险事项条款”的删除，包括场地准备工程损失或被保险风险导致的扩展工

程的费用，并包括对第 5 条款段落 5-1 的修改，引用/修改如下：

5. 风险。

5.1 始终遵循其条款、条件及除外责任，本保险承保在保险期限内发生、发现的被保险标的物有形损失或物质损失的所有风险。

如除外责任 1.1 条款所规定，在任何情况下，本保险单不承保缺陷焊接修补的费用。

协会战争条款 - 建造风险（1988 年 6 月 1 日）

协会罢工条款 - 建造风险（1988 年 6 月 1 日）

b. 下列条件适用于存储（岸上或海上）、装货、卸货及运输过程中的被保险财产的任何部分，通过自有浮力装置或通过漂浮罐体运输不在此限。这些条件将持续有效，直到在最终海上场地完成卸货当日的午夜，并包括协会建造危险条款（1988 年 6 月 1 日）的碰撞条款。

在适用的情况下，应遵循下列条款：

协会货物条款（A），1982 年 1 月 1 日。

协会分类条款，1992 年 4 月 13 日，其中被保险财产作为货物运输。

协会战争条款，1982 年 1 月 1 日。

协会战争条款（空运），1982 年 1 月 1 日。

协会战争条款（邮寄），1982 年 1 月 1 日。

协会罢工、暴动及民众骚扰条款（货物），1982 年 1 月 1 日。

协会罢工、暴动及民众骚扰条款（空运货物），1982 年 1 月 1 日。

关于 1982 年 1 月 1 日条款项下的运输，MAR 表格被认定为编入条款。

3. 损失通知

在发生风险事故后，被保险人应尽快提供已签署并宣誓保证的损失证明，说明损失的时间、地点及原因、被保险人利益及关于财产的所有其他方利益、财产价值及损失或损害的金额。

4. 错误及遗漏

第 I 部分项下名称或描述的无意或疏忽造成的错误或遗漏不应造成对被保险人的损失，前提是被保险人发现此类错误或遗漏时，对其进行纠正，并在任何风险事故导致索赔之前通知保险人。

5. 项目变更及修改

除非保险单的条款及条件另有规定，保险人同意，在此类修改及/或变更日期后 60 日内，对项目规范的所有修改及变更继续承保，前提条件是主要被保险人在 60 日期限内将任何实质性及/或重大变更尽快通知保险人。为了将对此类实质性及/或重大修改及变更的承保扩展到 60 日期限之外，主要被保险人及保险人必须达成适用的额外保险费协议。

6. 污染维修条款

除非保险单的条款及条件另有规定，本保险承保由于任何政府部门行使其职权防止或减轻环境污染或环境污染威胁而直接导致的被保险财产的有形损失或物质损失，前提条件是政府部门采取此类行动不是由于主要被保险人操作工没有采取必要行动防止或减轻此类环境污染危险或威胁。

上述段落提供的承保范围应扩展到任何政府机构或部门在咨询被保险人的管理人员及工程师后，针对被保险项目做出命令导致或造成的任何其他物质损失，但仅针对第 I 部分所承保的利益，并且始终在被保险危险导致的物质损失发生之后。

7. 缺陷部件

第 I 部分提供的保险承保在保险单期限内并且由于缺陷部件、不合格设计、不合格材料、不合格或缺陷工艺或潜在缺陷导致的被保险财产的有形损失或物质损失，尽管设计缺陷可能发生于保险单生效日期之前。

但是，第 I 部分不提供对任何缺陷部件本身损失或损坏（包括修改、更换或维修费用）的承保，除非满足下列所有条件：

- a. 此类缺陷部件在保险单期限内遭受物质损失；
- b. 此类物质损失是由于部件外部危险造成；并且
- c. 缺陷没有导致或造成物质损失。

在任何情况下，第 I 部分不提供对由于设计改进或变更造成的任何成本或费用的承保。

在发生保险单所附明细表“B”中列明的一个或多个项目的完全物质损失或完全物质损毁的情况下，本除外责任将仅适用于此类列明的一个或多个项目的可识别的一个或多个部件。

在本条款中，“缺陷部件”是指标的物的任何部件为缺陷或变为缺陷及/或不适合或不适于其实际或意向用途，无论是否是由于不合格设计、不合格材料、不合格工艺或上述几种原因的一种或多种组合或任何其他原因造成。术语“缺陷部件”也包括本身没有故障，但通常在维修缺陷部件时将被拆除及更换的部件。

在与构成保险单组成部分的任何其他条款存在冲突或不符的情况下，以本条款为准。本条款内容的目的不是并且不构成提供保险单项下没有提供的承保范围。

8. 共同海损以及施救费用

应按照海运货运合同支付共同海损以及施救费用，或者如果没有海运货运合同，应遵照 1990 年修订的约克安特卫普规则。在共同海损或施救费用分担的分担价值超出被保险价值的情况下，各方同意由保险人全额支付共同海损以及施救费用，前提条件始终是关于由于任何单一事故造成的部分损失，第 I 部分项下的可赔付金额不应超出项目的适用价值。

应在开具共同海损分摊保证金收据时，支付共同海损分摊保证金。

保险人同意，如果必要，有关保险单承保的财产提供共同海损担保或施救保证金。

9. 防止损失条款

各方进一步同意，在任何即将发生对被保险财产的直接由于所承保风险导致的物质损失的情况下，被保险人、其雇员及其代理人在标的物的辩护、保护及救助过程中可以起诉、使用劳动力并出差，而不影响本保险，并可能产生为了避免或减小属于第 I 部分项下损失的合理费用。

上述原因造成的费用应由被保险人及保险人按照其相应利益的比例分担。保险人或被保险人在弥补、施救或保存被保险财产过程中的行动不应被视为放弃或接受委付。

在本条款项下保险人的责任限额应在可能要求此类诉讼及劳动力的项目损失时最后确认的明细表 B 中规定价值的 25%。

10. 附加工作

在所承保风险直接导致结构或承保财产着陆或定位错误的情况下，保险人应向被保险人赔偿被保险财产定位或重新定位、下沉、浸没及稳定要求的附加工作的费用，前提是此类费用不属于防止损失条款承保的范围。但是，在本条款项下保险人的责任范围不应超出在防止损失条款项下可赔付比例金额，并且仅限于在防止损失条款项下索赔没有用完的保险单限额。

11. 沉船货物、残骸及/或碎片的清除

在发生第 I 部分涉及的事故后，保险人应向被保险人赔偿被保险财产的残骸及/或碎片的实际或试图打捞、清除或销毁的所有费用，或提供并保持此类残骸及/或碎片的照明灯光、标记及声音报警的所有费用，前提是法律、法令或法规强制要求产生此类费用，或者被保险人在书面合同项下有责任支付此类费用，或此类残骸及/或碎片妨碍被保险人的正常运营。

保险人在本条款项下的责任限度应在可能要求此类残骸及/或碎片清除的项目损失时最后确认的明细表 B 中规定价值的 25%。

12. 试验、渗漏及/或损害调查费用

如果由于第 I 部分项下事故导致被保险财产的物质损失，有必要重复任何试验及/或试用或执行后续试验及/或试用，保险人应承担任何此类重复及/或后续试验及/或试用的费用，并应遵照（金额）（100%）单一事故的分项限额，但不应超出最新认定的明细表 B 中确定的原始费用。

13. 等待费用

除非在保险单期限内任何单一事故的总计金额_____US\$（金额）的分项限额另有规定，保险人应向被保险人赔偿在发生第 I 部分项下包括的某一事故后船只及/或船舶及/或设备维修过程中等待时间的费用，在此期间恶劣天气妨碍被保险人在被损财产中、周围或有关被损财产进行工作。

14. 索赔调查/调整条款

在第 I 部分项下涉及的事故导致被保险财产的物质损失的情况下，被保险人可以在紧急及周末情况下指示下列损失评定人进行损失调查：（1）对于货物索赔，指示 Bateman Chapman 有限公司进行损失调查，（2）对于所有其他索赔，指示 Bateman Chapman 有限公司及/或 Matthews Daniel 及/或 Brocklehurst 有限公司进行损失调查。此类在紧急情况下被指定的公司应作为保险人代表行使损失评定人的职能。在任何其他情况下，损失评定人应由保险人在被保险人按照上述“第 3 条款”发出损失/事故通知后任命。

15. 担保（样本 - 需审定的最终版本）

伦敦海上担保顾问公司及/或全球海事及/或 Noble Denton 协会及/或伦敦救援协会同意并发出关于该项目的下述适用证书。

初步证书 - 在相关装船/安装之前开具的证书。

- i. 安装、埋置、喷注、废石倾卸、挖沟（如果适用，全部），包括卷筒及竖管的接头及安装程序；
- ii. 在海上导管架的定位及导向程序；
- iii. 上述 ii 的打桩程序；
- iv. 为了定位重型吊船/驳船（如果未动态定位）以及在现有海上设备周围作业的管道铺设驳船，放置锚及临时系泊用具的程序及/或范围及方式的程序。

有形证书 - 在开始相关工作之前发出的证书。

- i. 关于驳船自_____/至海上场地移动的装船、拖、拉、拽船及装载；
- ii. 在海上场地吊装及定向/放下/固定程序。

初步证书 - 在相关装船/安装之前开具的证书。

在重型吊船上装船、装载及适航固定。

有形证书 - 在开始相关工作之前发出的证书。

在海上场地对导管架及/或干舷部的吊装及定向/放下/固定程序。

16. 恐怖分子赎买条款

i. 承保服务

除非下述内容中引用的条款及条件另有规定，保险人应向本条款项下的被保险人赔偿在保险单第 I 部分项下应赔付的有形损失及/或物质损失，但遵循第 I 部分除外责任 2 的下述条款：

ii. “无论本部分中任何相反规定如何，对于下列原因造成、或由其导致或作为其结果的任何损失，不承担责任：”

a. (i) 爆炸物的爆炸及/或

(ii) 任何战争武器。

以及因任何个人的恶意行为或政治动机所造成的索赔。

b. 任何人的为政治或恐怖目的的任何行为，并且无论是否为主权国家的代表，也不论是否意外或有意导致损失、损害或费用。

iii. 从装船开始的条款撤销、自动终止、暂停及修改

a. (i) 条款的修改

通过发出在发出通知之日的格林威治标准时间午夜 14 日后生效的通知，保险人可以撤销本条款的承保范围。但是，保险人同意，按照在此类撤销通知到期之前保险人及被保险人之间达成的关于新保险费率及/或条件的协议，恢复保险。

(ii) 撤销通知

通过在保险起期后每三个月结束之前发出不少于七日的通知，保险人或被保险人可以撤销本条款项下的承保范围。

b. 无论是否发出此类撤销通知，本条款项下的承保范围将在下列情况下自动终

止：

(i) 在下列任何国家之间发生战争（无论是否宣战）的情况下，即英国、美国、法国、独立国家联合体（前苏联）、中华人民共和国；或者

(ii) 在任何使用原子或核子分裂及/或聚变或其他类似反应或辐射能或物质作为敌对战争武器的情况下，无论爆炸何时发生。

c. 在财产所有或注册地所在国政府（无论是民选政府、军政府或事实政府）对财产进行占用、征用或没收或国有化的情况下，本条款对相关财产提供的承保将暂时停止。

d. 如果没有提出索赔，在保险人通过发出撤销通知进行撤销或自动终止或由于本保险单本部分运营原因引起的暂停的情况下，保险费的按比例退还将支付给被保险人。

iv. 仍予负责

在利益所有权或使用权被征用、没收、国有化、抢先占有或全部或部分征用的情况下，在此类事故发生后的十四日内，本条款项下的承保范围将继续包括被保险人关于承保范围内的或有负债。关于本条款项下的承保范围，除非保险人事先同意继续承保，本保险将终止。

17. 转运费

关于所承保的转运，如果是第 I 部分条款承保的事故所导致的结果，承保的转运在本保险项下被保险货物的承保港口或地点以外的港口或地点终止，保险人将向被保险人赔偿任何在卸货、存储及转运所承保财产到承保的目的地的过程中发生的正常并且合理的任何额外费用。

保险人将承担任何此类额外费用的成本，除非任何单一事故的分项限额_____US\$（金额）（100%）另有规定。

18. 索赔的支付

各方同意，应在提供损失证明并且保险人或其授权代表接受损失证明后不迟于三十日内，将在第 I 部分项下承保的所有索赔支付给申报单第 8 条中确定的被保险人代表。

19. 维修

以下提供的承保范围不应大于保险单其他部分规定的范围。第 I 部分项下的承保范围仅在独立合同中规定的维修期限内继续有效，但不超出申报单第 3 条中规定的项目期限到期日后 12 个月。在维修期限内，承保范围仅限于下列原因导致或造成的有形损失或物质损失：

a. 在维修期开始之前发生的原因导致的不合格或缺陷工艺、建造、材料或设计；以及

b. 在维修期过程中为了履行合同条件中所述的维修或缺陷改进的义务而由其他被保险人执行的工作，或为了达到验收证书要求而由进行的任何其他场地现场工作。

20. 其他保险

第 I 部分项下提供的保险应优先于主要被保险人及/或其他被保险人的其他任何保险，并不从其他保险接受分摊。

定义

(仅适用于第 I 部分)

1. 保险单第 I 部分的上下文允许使用“编入条款”中的单词“**船只**”替代词组“**以下承保财产**”。
2. 单词“**下水**”将被视为包括通过滑行及/或在干船坞通过配合及/或浮起及/或放水使驳船/船只下水，及/或将被保险财产转运到水中及/或在水中场地放置及/或定位。
3. 在保险单第 I 部分使用的术语“**事故**”是指由于某一事件导致的某一损失、事故、灾难或伤亡或一系列损失、事故、灾难或伤亡。
 - i. 由于本保险期限内开始的持续 72 小时的同一大气扰动引起的具有剧烈并且破坏性性质的风暴、所有旋风、飓风、狂风、类似暴风及风系，将被认定为一个事件；
 - ii. 每一次地震、震动或火山喷发将构成一次事件，如果在本保险期限内开始的持续 72 小时内发生一次以上的地震、震动或火山喷发，此类地震、震动或火山喷发将被认定为本文意义上的一个事件。

除外责任

(仅限于第 I 部分)

1. 第 I 部分中提供的承保范围不适用于下列内容：
 - a. 船只或其他水运工具，除非船只或其他水运工具将成为竣工项目的永久性组成部分以及在发生损失前由保险人声明并接受的漂浮材料；
 - b. 飞机及/或直升机；
 - c. 非主要被保险人所有并且不被用于纳入合同工程的临时性工程、场地准备性工程、财产及/或设备，除非在以下内容中单独列明并经保险人在发生损失前在额外保险费的基础上接受；
 - d. 没有完成合同或延误完成合同或部分或与合同条件不符；
 - e. 由于平台及/或结构被放置于错误位置导致的索赔，除非由于第 I 部分条款承保的事故出现所导致；
 - f. 无论何原因造成的被保险财产丧失使用价值或“开工”的延误；
 - g. 在各种合同项下承担的责任或供应商“履约保证”项下承担的责任；
 - h. 主要被保险人的不忠诚行为或了解到主要被保险人的不忠诚行为；
 - i. 维修、改进或整改磨损、生锈、氧化及温度波动造成的成本；
 - j. 由于废石及/或类似材料倾卸造成或与之相关的索赔，其中此类废石及/或类似材料被放置于错误位置或场所；
 - k. 所有操作、临时或永久性工程、财产或设备（无论是否将成为项目的永久性组成部分），其相关预算不包括在最新认定的明细表 B；
 - l. 维修、更新或更换不合格焊接造成的成本或费用；

- m. 直接或间接由下列原因导致或归因于或引起的损失、损害、责任或费用：
 - i. 由于任何核燃料或从任何核废料或核燃料燃烧产生的放射能引起的电离辐射或污染；
 - ii. 任何核装置、反应器或其他和设备总成或核元件的放射性、毒性、爆炸性或其他危险性或污染性；
 - iii. 任何使用原子或核子分裂及/或聚变或其他类似反应或辐射能或物质作为敌对战争武器；或者
 - iv. 放射性污染，无论在何时何地发生。
- 2. 下列条款 i 及 ii 仅适用于在陆地及/或安装于海上的财产，但条款 i 及 ii 不解释为排除由先期存在的敌对或军事行动遗留的地雷、炸弹、鱼雷、导弹或其他武器造成的有形损失或物质损失。
 - i. 无论本文的相反规定如何，本部分不包括直接或间接由于战争（无论是否宣战）、入侵、敌国行动、敌对、内战、反叛、革命、起义、军事或篡夺权力或没收或国有化或征用或由任何政府或公共或当地主管部门命令销毁或损坏造成、或归因于或作为上述原因后果的损失或损害，除非保险单第 I 部分另有规定。
 - ii. 由于下列原因导致或引起或归因于下列原因的任何索赔，不应承担责任：
 - a. (1) 爆炸物的爆炸；
(2) 任何战争武器以及由于敌对或政治动机，由任何人引起。
 - b. 任何人的为政治或恐怖目的的任何行为，并且无论是否为主权国家的代表，也不论是否意外或有意导致损失、损害或费用。

但是，上述免责条款 2.ii 应遵从第 16 条款恐怖分子赎买条款。

第 II 部分 - 责任

保险协议

1. 承保范围

除非本文限额、条款、条件及除外责任另有规定，保险人同意向被保险人赔偿被保险人由于下列原因应为由于出现事故造成的身体伤害或财产损失支付的最后实际损失：

- i. 按照法律强加于被保险人的义务；及/或
- ii. 明确的合同责任。

前提是事故发生于项目期限内并且由于保险范围部分规定的行动导致。

2. 保险免赔扣除额

无论下列项目的数量如何：

- i. 保险单项下的被保险人；
- ii. 遭受人身伤害或财产损失的个人或组织；或
- iii. 由于人身伤害或财产损失造成的索赔或诉讼。

关于每个单一事故，包括费用、责任、碎片清除、未收妥应计费用及法律费及/或辩护费或上述各项的综合，保险人仅应负责超出申报单第 5 条中规定的保险免赔扣除额的最后实际损失。

3. 责任限额

在申报单第 4 条中规定的第 II 部分责任限额为第 II 部分项下保险人对任何单一事故引起的全部最后实际损失的责任限额。责任限额应按照最后实际损失的支付扣减并耗尽。当达到责任限额后，或者在有效管辖权法庭交付责任限额的保证金后，保险人不应负责支付最后实际损失。

4. 辩护及理赔

保险人不应被要求承担任何索赔或诉讼的理赔或辩护或向被保险人提出的起诉的费用，但保险人应有权并应被给予与被保险人合作辩护及控制与某一事故相关的任何索赔、诉讼或起诉的权利，其中索赔或诉讼涉及/或看来有合理理由可能涉及保险人应付金额，在此事件中被保险人及保险人应在此类索赔、起诉或诉讼中的所有事宜中进行合作。

术语及条件

(仅适用于第 II 部分)

1. 向保险人发出的通知

在发生事故的情况下，被保险人应尽快向保险人提供书面通知，声明下列内容：

- (1) 详细的事故情况；以及
- (2) 可能导致事故或已经由事故导致的损害；以及
- (3) 被保险人首次了解到事故的原委。

关于第 II 部分第 15 除外责任适用的索赔，被保险人应在该除外责任中规定的时间要求内提供此类通知。

2. 承认负有责任

未经保险人同意，被保险人不应由于任何事故以任何方式承认或认可任何责任，不应解决、协商任何所产生的任何索赔或诉讼，被保险人不应发生除事故发生时必要的紧急医疗或外科救护之外的任何其他费用。

3. 其他保险

如果被保险人与任何其他保险公司有其他有效并且可收帐保险承保本保险单第 II 部分承保的损失，除特别声明超出本保险单之外的保险，第 II 部分提供的保险应超出此类其他保险并且不应与此类其他保险分担损失。此处内容不应被解释为使本保险单从属于其他保险的条款、条件及限额。

4. 交叉责任

在一个被保险人对其他任何被保险人负有责任的情况下，本保险单第 II 部分应如同已向每个被保险人开具单独保险单一样的方式，向被保险人承保对被保险人提出或可能提出的索赔。但是，一个以上被保险人的列入不应增大保险限额。

在任何情况下，保险单第 II 部分不提供对任何第 I 部分项下承保财产的任何有形损失或物质损失或其中发现缺陷的保险。

关于其他被保险人的承保范围不适用于其他承保商及/或出售者及/或供应商的间接损失、利润损失或业务中断。

定义

(仅适用于第 II 部分)

1. “**人身伤害**”是指身体伤害、不适或疾病，包括由此导致的死亡（并且包括服务损失的伤害）以及精神极度痛苦，先提条件是由于被保险人的运营导致任何人承受此类伤害。
2. “**索赔费用**”是指在对任何承保索赔进行辩护过程中被保险人发生或代表被保险人发生的合理法律及其他费用，包括律师费及支出、调查、调节、鉴定、上诉成本及费用以及判决之前/之后利息，不包括被保险人雇员的工资、薪水及福利以及被保险人管理

费用。

3. “**损坏**”是指有补偿的破坏、财务性判决、裁决及/或经保险人同意而达成的协商解决，但不应包括罚款或罚金、惩罚性的损害赔偿、惩戒性的损害赔偿、衡平法的救济、禁止令救济或任何由于有补偿的破坏导致的额外损害。
4. “**明确的合同责任**”是指被保险人在本保险单承保的任何事故发生前在下列项目中明确承担的责任：
 - a. 任何书面合同；或者
 - b. 在口头达成合同后 7 日内形成书面合同的任何口头合同。
5. “**事故**”是指由于从被保险人立场而言没有预期、企图的身体伤害或财产伤害导致的事件，包括持续或重复性承受的事故风险。
6. “**财产损失**”是指有形财产的有形损失或直接损害或灭失，包括由此引起的丧失使用价值，并包括没有遭受物质损失或毁坏的有形财产丧失使用价值，前提条件是此类丧失使用价值是由于保险单期限内某一事故造成的，并且此类损失是由于已向保险人申报的被保险人运营原因意外造成。
7. “**最后实际损失**”是指被保险人有义务支付的损失总额，并且包括关于本保险单项下承保索赔的索赔费用。

除外责任

(仅适用于第 II 部分)

第 II 部分提供的保险不适用于下列原因造成的实际或声称的责任：

1. 由于故意违反任何国家、国际、联邦或州法令或法律的运营造成的责任；
2. 由于任何汽车、拖拉机、拖车、车辆（除手推驱动外）、畜力车、火车头、运货车厢或飞机造成的责任。本除外责任不应适用于任何履带式拖拉机、沟/渠挖掘机、电动起重机、挖土机、平土机、铲土机及类似设备，不限于机动车注册；
3. 直接或间接起因于下列原因、通过或由于下列原因造成的身体伤害或财产损失：
 - a. 战争（无论是否宣战）、入侵、敌国行动、敌对、内战、反叛、革命、起义、军事或篡夺权力或没收或国有化或征用或由任何政府或公共或当地主管部门命令销毁；或者
 - b. 任何一人或多人为了任何政治或恐怖目的采取行动，无论是否为主权国家的代表，并且无论是否意外或有意导致损失、损害或费用。
4. 赔偿在执行任何被保险人的工作过程中人员工具、材料或设备损坏或损失的责任；
5. 由于使用或驾驶船只而造成的责任，无论是由任何被保险人拥有、定期租用、光船租赁或驾驶，或上述没有列明但任何被保险人应负的责任；
6. 对被保险人的雇员应付的责任，无论被保险人作为雇主或在任何其他能力范围内是否负责，包括但不限于在任何工人赔偿法律、失业赔偿法律、丧失工作能力赔偿费法律、美国海岸工作人员和港口工作人员赔偿法案、琼斯法案、公海死亡赔偿法案、海商总法、联邦雇主责任法案或任何类似责任法案项下的任何上述责任的普通有效适用性；

7. 被保险人任何雇员的配偶、子女、父母、兄弟、姐妹、亲属、受赡养者或财产由于上述雇员的身体及/或人身伤害或疾病或死亡造成的责任，无论被保险人作为雇主或在任何其他能力范围内是否负责；
8. 由于被保险人任何雇员的身体伤害导致，包括但不限于上述任何此类责任对下列方面的普通有效适用性：(i) 赔偿或分担损失，无论是否属于民事侵权行为、合同或其他方面，以及 (ii) 各方在合同或协议项下承担的任何其他此类责任；
9. 被保险人的任何雇员在被雇用过程中造成对被保险人另一雇员的人身伤害；
10. 任何被保险人的主管、管理人员、合伙人、负责人、雇员或股东对任何被保险人的任何雇员应负的责任；
11. 对任何下列井/孔的损失或损害的责任：
 - i. 由被保险人或代表被保险人钻出或在其中进行工作的井/孔；或者
 - ii. 受被保险人看管、监护或控制的井/孔；或者
 - iii. 被保险人向其提供服务、设备或材料的井/孔；
12. 对于重钻或恢复任何此类井/孔或任何替代性井/孔发生的任何成本或费用的责任；
13. 对于任何钻井工具、管道、套环、罩壳、凿子、泵、钻井或油井服务设备或任何其他低于地面的井/孔中的任何设备应负的责任：
 - i. 由被保险人或代表被保险人钻出或在其中进行工作的井/孔；或者
 - ii. 受被保险人看管、监护或控制的井/孔；或者
 - iii. 被保险人向其提供服务、设备或材料的井/孔；
14. 对于下列项目中发生成本或费用的责任
 - i. 任何井/孔的控制或使其得到控制；或者
 - ii. 扑灭任何此类井/孔中或从其中蔓延而出的火灾；或者
 - iii. 钻减压井或孔，无论是否成功钻出减压井或孔；
15. 直接或间接由于渗漏、污染或玷污而引起的身体损伤或财产损失，不论是在何时何地发生的；

除外条款不适用于被保险人具备下列所有条件：

 - a. 渗漏、污染或玷污是由于一个事件引起的；
 - b. 该事件开始于保险声明书第 3 款所规定的保险期限内的一个确定的具体日期；
 - c. 该事件是由被保险人在事件开始后 14 天之内首先发现的；
 - d. 承保人在被保险人首先发现事件后的 60 天之内接到被保险人关于事件的书面通知；并且
 - e. 该事件不是由于被保险人违反任何法规、规则、法令或条例而引起的。

即使满足上述条件 a) 至 e)，这份保单也不适用于下列任何实际的或声称的责任：

 - i. 估价、监督、控制、清除、消除或清洗渗漏、污染或玷污的物质，并且这种责任只限于任何法规、规则、法令或条例所规定的或合同所规定的范围。

- ii. 减轻或调查第三方财产的任何渗漏、污染或玷污的威胁；
 - iii. 被保险人在任何时候拥有、租赁、租用或占有的财产，或被保险人在任何时候保管、托管或管理的财产（包括拥有、租赁、租用或占有的财产或保管、托管或管理的财产上的土壤、矿物、水或其他物质）的渗漏、污染或玷污；
 - iv. 直接由于被保险人运输石油（除了燃料或用于促进被保险人操作的其他物质以外）或使用水上运输工具运输其他类似物质而引起的；
 - v. 从被保险人或为被保险人服务或代表被保险人的其他任何人或组织的角度来看，是直接或间接由于渗漏、污染或玷污而引起的；
16. 由于搬运、加工、处理、储存、处置、倾倒、监测、控制、清除或清理任何废物或物质而引起的，或在运输这些废物的途中而引起的；
 17. 由于被保险人的地下操作造成地面下陷而直接或间接引起财产损失或损害或使用损失；
 18. 对于地下石油、天然气、水或其他物质或材料的损失或损害，或成本或费用损失，或地表上的任何石油、天然气、水或其他物质或材料的实际拥有的减少，或由于预防或尽量减少这种损失或损害而必须花费的成本或费用；
 19. 罚款、处罚、惩罚或惩戒性的赔偿，包括三倍赔偿或由于补偿性赔偿叠加而导致的其他损失；
 20. 被保险人或其他人以被保险人的名义制造、出售、处理或经销的商品或产品而引起的，包括其容器；
 21. 下列财产损失或损失或使用损失：
 - i. 被保险人拥有、占有、租赁或出租的财产；
 - ii. 被保险人使用的财产；或
 - iii. 被保险人保管、托管或控制的财产，或被保险人进行实际控制的财产，不论出于何种目的；
 21. 清除、恢复、修理、改变或更换任何产品（或产品的任何部分）而引起的费用，这些产品没有能够发挥由被保险人或代表被保险人制造、设计、销售、供应、安装、修理或修改所应有的功能，这些功能在被保险人的正常操作过程中是应具备的；
 22. 在被保险人业务活动过程中，由于任何疏忽、错误或遗漏、玩忽职守或失误，在提供专业服务时或没有能够提供专业服务而引起的损失。专业服务包括但不限于制定或批准地图、计划、意见、报告、测绘、设计或规范和监督、检查、工程或数据处理服务；
 23. 直接或间接由于石棉而引起的身体损伤或财产损失；腕管综合症；煤粉；多氯联苯；甲基特丁基醚；硅石；苯；铅；滑石粉；二恶英；电磁场；药剂或医疗产品/物质/仪器；或包含有这些材料或其衍生物的任何物质；
 24. 直接或间接由于下列原因引起的身体伤害、财产损失：
 - i. 核燃料或任何核废物或核燃料的燃烧产生的放射性引起的离子辐射或污染；
 - ii. 任何核设施、反应堆或其他核组件或核零件的放射性、有毒的、易爆炸的或其他危险的或有污染的性质；
 - iii. 使用原子或核裂变和/或核聚变或其他类似反应或辐射力或物质的任何武器；或

- iv. 放射性污染，不论是何时何地发生的；
25. 对被保险人的产品的合格性或质量的保修承诺，或对被保险人或代表被保险人的工作将符合工艺标准的承诺。

海上工程项目保险

申报单

1. 被保险人: (名称)

其他合资企业主（在涉及他们的利益时）作为主被保险人，包括项目经理和/或承包商和/或分包商和/或制造商和/或供应商的其他被保险人的各自权利和利益按照保险条款规定。

2. 项目: (名称)

3. 保单期限: 项目期限（第I部分和第II部分）

这个项目开始于（日期），并承保财产的每个部分、部件或份额，这些财产在保单生效时是被保险人的风险，或在保单生效后成为被保险人的风险，并在那以后一直承保，直到被保险财产的最后部分、部件或份额结束，预计不迟于（日期）。项目期限可延长，其条款和保险费由牵头承保人同意决定。

承保始于被保险人的材料和/或部件出现风险时，包括在承包商和/或分包商和/或制造商和/或供应商的场所做的工作和所有运输（岸上和海上），并将在所有业务中继续，直到上面规定的期限为止。

法律的和/或合同的责任保险将始于签订各个合同的时候。

保固期（仅限于第I部分）

在具体合同的保固期，第I部分“物质损失”项下的承保范围将继续有效（受到保单条款、条件和除外责任的约束），直到项目期限到期之后 12 个月为止。

发现期限（第I部分和第II部分）

发现期限（受到保单条款和条件的约束）应与 12 个月的保固期的开始日期和结束日期相同。

4. 利益/保单限制: 第I部分 - 物质损失

第I部分项下承保的由于一个事故的发生而引起的全部责任不得超过最近约定的明细表“B”价值的 125%，包括防止损失条款、附加工作条款和清除残骸费用条款项下支付的金额（每一项分别受到相关承保范围条款的限制）。

如果承保人按照自动调整条款接受被保险人的附加保险费，则承保人在第I部分项下的由于一个事故的发生而引起的全部承保责任不得超过初始的明细表“B”价值的 150%，包括防止损失条款、附加工作条款、清除残骸费用条款和/或自动调整条款项下支付的金额（每一项分别受到相关承保范围条款的限制）。

尽管此保单包含有任何内容，承保人在第I部分项下赔偿的最高限额不得超过明细表“A”的总价值。

第II部分: 责任

任何一个事故发生要赔偿：美元（金额）

5. 扣除额：

第I部分

- i. 有关所有货物发送的任何一个事故发生的免赔额：__美元（金额）
- ii. 有关陆上预制风险的任何一个事故发生的免赔额：__美元（金额）
- iii. 有关岸上牵引至最后的海上目的地的任何一个事故发生的免赔额：
美元（金额）

或

有关横渡海洋牵引或重物起重至最后的海上目的地的任何一个事故发生的免赔额：__美元（金额）

- iv. 有关海上工作和相关后续维护的任何一个事故发生的免赔额：_美元（金额）；

但

- v. 有关安装管道、电缆、接头、立管、线轴、部件和其他海底部件以及相关后续维护工作的任何一个事故发生的免赔额：对于直径不超过24"的管道：__美元（金额）；对于直径超过24"的管道：__美元（金额）。

- vi. 任何一个事故发生的附属费用：（48 小时）。

- vii. 有关非具体确定的任何一个事故发生的免赔额：__美元（金额）。

第II部分：责任

任何一个事故发生的免赔额：__美元（金额）。

6. 保险费：

| | | |
|------|------|-------|
| US\$ | 美元， | 分期付款： |
| 开始 | US\$ | （20%） |
| 到期 | US\$ | （20%） |
| 到期 | US\$ | （50%） |
| 到期 | US\$ | （10%） |

7. 取消通知： _____（姓名和地址）

8. 索赔代表： _____（姓名和地址）

9. 初始估计最后合同价值（100%）： _____美元。

明细表A

_____美元

明细表B

_____美元

本明细表是临时的，需要在_____之前被_____确认。

缺陷部件除外责任回购

尽管有所附保单第 I 部分的缺陷部件条款的规定，本保险将支付在保单期限内遭受物质损失的缺陷部件的修理或更换费用，但这种费用的追偿受到以下条件的约束：

- a) 扣除额 \$：_____每个部件、每个事件或每个事故发生；
- b) 在保单期限内（包括保固期限内）所有损失的合计赔偿限额为_____美元；且
- c) 本保单第 I 部分追偿条款基础的规定；
- d) 附加保险费_____美元 已全额支付。

然而，应特别了解并同意：本批单不提供如下费用的追偿：注销费用、附属费用、后续费用或按照本保单的条款规定不可追偿的费用（如果没有本条款的话）。

加急费用

本保单第 I 部分项下的保险范围扩展到包括合理产生的、并由被保险人或代表他们的人认可的额外成本和费用，这些费用是用于加快开始或完成修理、修复或更换直接由于本保单第 I 部分的条款项下的承保风险而引起的有形损失或物质损失的部分。

- a) 包租运输或交货的费用（包括空中运输或海上运输）；
- b) 被保险人的董事、官员、雇员、代理人、承包商、分包商、顾问或代表通过包租和/或其他交通方式进行（包括航空或海上），并且直接与修理或更换缺陷部件有关；
- c) 加班费或惩罚性费用以及其他相关津贴和付款，并且直接与修理或更换缺陷部件有关；
- d) 雇用或利用额外的人员、设施、设备、材料、专业技能或服务，并且直接与修理或更换缺陷部件有关；
- e) 住宿费和餐饮费以及其他相关费用，并且直接与修理或更换缺陷部件有关。

本条款不适用于提供本保单的其他条款已提供的保险，并且，在任何情况下，保险范围都不包括下列：属于其他保单的保险范围，或如果没有本条款的话，可以从其他保单得到追偿的金额。

应进一步了解并同意：本条款不提供下列保险：在发生损失或损坏后，需要改变程序所产生的额外成本和/或费用。

本段落提供的保险受到如下约束：任何一个事故发生所要赔偿的待定金额的子限额，以及在本

保单期限内的累计赔偿金额。

本保单的所有其他保险协议、条款、条件、定义、除外责任、通知要求、明细表和批单保持不变。

海上注销费用条款

本保险也将赔偿主被保险人的与本项目有关的合同项下的在海上船舶和建筑设备（包括但不限于重货运输船、起重驳船、拖船、驳船和补给船）的有关注销费用，和/或租用海上船舶和建筑设备以完成本项目和/或作业而产生的费用，并且是直接由于被保险的风险而产生的本保单项下的索赔，尽管如此，仍适用于可扣除金额。

应进一步了解并同意：保险人对于在发生损失或损害后，需要改变程序所产生的额外成本和/或费用不负赔偿责任。

本条款提供的保险受到一个事故发生所要赔偿的待定金额子限额的约束。

本保单的所有其他保险协议、条款、条件、定义、除外责任、通知要求、明细表和批单保持不变。

撤离费用

如果由于本保单第 I 部分承保范围的风险或事故发生，或由于政府或行政部门的坚持或要求，或设备经理或操作者的其他授权代表的建议，有必要撤离本保单项下的被保险财产，或被保险人的人员撤离承包商的场所，以便保护人身安全，则保险人将赔偿被保险人由此而产生的合理费用，而不与其他任何保险分摊。

上面段落所覆盖的成本和/或费用包括但不限于：运输、安置或住宿和/或维持和/或送回被撤离人员的所有合理费用，但不包括工资损失。

本条款提供的保险受到在本保单期限内一个事故发生所要赔偿的待定金额子限额的约束，分别适用于每个明细表项目，并受到附加保险子限额的约束。

本保单的所有其他保险协议、条款、条件、定义、除外责任、通知要求、明细表和批单保持不变。

现有财产

对现有财产损失的保险受到下列现有财产合同除外责任和回购的约束：

现有财产合同除外责任

本保单第 II 部分项下的保险不适用于主被保险人的下列财产的损害或使用损失：

- 1) 拥有本保单没有规定的财产；
- 2) 根据合同或协议，有使用、保管、实际控制、进入、通行权或地域权；
- 3) 对于任何赔偿责任或索赔要求，任何合同或协议内包含有免责条款或类似条款。

本保单的所有其他保险协议、条款、条件、定义、除外责任、通知要求、明细表和批单保持不变。

现有财产合同除外责任回购

尽管有上述的现有财产合同除外责任，但不适用于下列索赔：

现有财产的有形损失和/或物质损失，按照现有财产明细表。

上述的保险范围受到以下约束：

子限额：_____美元 （100%）任何一次事件发生

本保单的所有其他保险协议、条款、条件、定义、除外责任、通知要求、明细表和批单保持不变。

OFFSHORE CONSTRUCTION PROJECT POLICY

Subject to the terms, conditions and exclusions herein, this Policy provides coverage for certain physical damage and liabilities incurred by the Assureds. Section I—Physical Damage and Section II—Liability are distinct sections, with the exception that the Scope of Insurance and General Terms and Conditions below shall apply to Section I and Section II.

Please review this entire Policy carefully and discuss the coverage hereunder with your insurance agent, broker or other representative.

SCOPE OF INSURANCE

(Applicable to Section I and Section II)

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 Item 2 of the Declarations (hereinafter, the “Project”), provided such activities are within the insured values. Covered activities include: procurement, construction, fabrication, load out, loading/unloading, transportation by land, sea or air (including call(s) at port(s) or place(s) as may be required), storage, towage, mating, installation, burying, hook-up, connection and/or tie-in operations, testing and commissioning, existence, initial operations and maintenance, project studies, engineering, design, project management, testing, trials, pipelaying, trenching, and commissioning. Covered activities may also include direct consequences from drilling operations, but only where declared to and agreed by Underwriters.

The Policy shall be deemed to be a separate insurance in respect of each Principal Assured hereunder without increasing Underwriters’ limits of liability.

1. ASSUREDS

Principal Assureds

- i. (NAME(S))
Company and/or joint venturers as they may now or subsequently exist.
- ii. Parent and/or subsidiary and/or affiliated and/or associated and/or inter-related companies of the above as they are now or may hereafter be constituted and their directors, officers and employees, while acting in their capacities as such.

Other Assureds

- iii. Project managers.
- iv. Any other company, firm, person or party (including contractors and/or sub-contractors and/or manufacturers and/or suppliers) with whom the Assured(s) named in i, ii, iii and iv have entered into written contract(s) directly in connection with the Project.

2. SPECIAL CONDITIONS FOR OTHER ASSURED

It is a condition precedent for any party identified in Other Assureds definition clause iii. and iv. above to benefit from the Other Assureds status under the Policy that they perform their operations according to Quality Assurance/Quality Control system(s) which comply with the Quality Assurance/Quality Control provisions passed on by the Principal Assureds through each and every written contract awarded within the scope of insured works as scheduled under the Policy.

The interest of the Other Assured(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 Assured under this insurance shall only be exercised through the Principal Assureds. Where the benefits of this insurance have been passed to an Assured by contract, the benefits passed to that Assured 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.

3. LOSS PAYEE

Losses and returns of premiums payable to (NAME) in order.

4. POLICY PERIOD

As detailed in Item 3 of the Declarations.

GENERAL TERMS AND CONDITIONS (Applicable to Section I and Section II)

1. PREMIUMS

Premium shall be payable as provided in Item 6 of the Declarations.

2. SUBROGATION

Underwriters shall be subrogated to all rights which the Assured may have against any person or other entity, other than Principal Assureds and Other Assureds, in respect of any claim or payment made under Section I or Section II of the Policy. The Assured shall execute all papers required by the Underwriters and shall co-operate with the Underwriters to secure their subrogation rights.

3. WAIVER OF SUBROGATION

Underwriters agree to waive rights of subrogation against any Principal Assured(s) and/or Other Assured(s). The Assureds shall not grant any waiver of subrogation to drilling contractors and/or their sub-contractors without obtaining Underwriters' agreement to a specific endorsement to this Policy prior to the commencement of operations.

As a condition precedent to their benefiting from the automatic waiver of subrogation in this clause, Other Assureds must perform their operations according to Quality Assurance/Quality Control system(s) that comply with the Quality Assurance/Quality Control provisions passed

on by the Principal Assureds through each and every written contract awarded within the scope of insured works as scheduled under the Policy.

4. 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 Assured(s) interest as declared or as may be subsequently declared and agreed by Underwriters.

5. 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.

6. LAW AND JURISDICTION

It is understood and agreed that the Policy shall be governed by English law and practice. Any dispute, controversy or claim arising out of or relating to the Policy shall be submitted to and determined by the courts of England and Wales, which shall have exclusive jurisdiction of all such matters.

7. CLAIMS CURRENCY CLAUSE

Whereas the Policy is issued in US dollars, it is agreed that, if any Assured so elects after acceptance of a claim by Underwriters but before settlement of the claim, Underwriters may effect payment in US dollars or sterling, at rate of exchange at the mid point of the closing rates between sterling and US dollars as published in the Financial Times two working days before payment is issued by Underwriters.

8. 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 Assured, 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 Underwriters to continue coverage.

9. DIVESTMENT CLAUSE

Upon divesting a portion or all of its interest in the project, a Principal Assured shall immediately notify Underwriters of the divestment. Underwriters 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 Underwriters and the new owner reach agreement to continue the coverage.

In the event the new owner elects not to continue coverage hereunder, Underwriters agree to adjust their acceptance of risk and premiums payable from the termination date. Furthermore, after coverage for the divested portion terminates, Underwriters 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.

10. DUE DILIGENCE

It is a condition of the Policy that the Assureds 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, including with respect to any well from which consequential damages covered by the Policy may arise, the Assureds shall at their expense make all reasonable efforts to prevent the occurrence of a loss insured against under the Policy.

11. 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 Underwriters.

12. 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.

13. INSOLVENCY

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

- a. deplete the Deductibles set out in Item 5 of the Declarations;
- b. increase Underwriters' liability under the Policy; or
- c. increase any Underwriter's share of liability under the Policy.

14. INSPECTION AND AUDIT

Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

Underwriters may examine and audit the Assureds' books and records at any time during the Policy Period and extensions thereof and within three years after the final termination of the Policy, as far as such books and records relate to the subject matter of this insurance.

15. CANCELLATION

The first named Principal Assured set out in Item 1 of the Declarations may cancel the Policy on behalf of all Assureds at any time prior to the first Occurrence that gives rise or may give rise to a covered loss. Notice of cancellation shall be sent to Underwriters through the party identified in Item 7 of the Declarations. Such notice shall be sent by registered mail, facsimile, e-mail or hand-delivery, and shall state when, not less than thirty (30) days

thereafter, cancellation shall be effective. Notice of cancellation shall not be effective on the date specified in the notice unless the party identified in Item 7 of the Declarations forwards the notice to Underwriters within 72 hours after receiving it. A notice of cancellation complying with the requirements of this clause shall terminate the coverage of all Assureds under this Policy on the effective date stated in the notice. The first named Principal Assured shall be responsible for notifying all Assureds that the Policy has been cancelled.

If the first named Principal Assured cancels the Policy, Underwriters shall calculate the return premium in accordance with the level of exposure on the date of cancellation. In any event, Underwriters shall retain at least the short rate proportion of the premium for the period the Policy has been in force, in accordance with the attached table.

16. 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 Underwriters and the Assured(s) to be amended to conform to such statutes.

17. ASSIGNMENT OR MODIFICATION OF 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 Assured(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 Assured within the Policy Period, the Policy shall, except in the event of cancellation, cover the legal representative of the Assured, provided that notice in writing is given to the Underwriters throughwithin thirty days after the date of such death, insolvency, bankruptcy or receivership.

18. ACCEPTANCE

By accepting the Policy, each Assured declares that the several statements in the application, schedules and proposal are true and are hereby made a part of the Policy. Each Assured recognises that the Policy is issued by the Underwriters in reliance upon such statements and in consideration of the premium to be paid by the Assured.

19. FORFEITURE

If an Assured shall breach any provision of the Policy, there shall be no coverage for that Assured as to the particular claim in connection with which the breach occurred, provided that there is no statute to the contrary in the country or state in which the insurance was made.

If any Assured shall make any demand for indemnity under this Policy that is false or fraudulent, as regards amount or otherwise, this Policy shall become null and void, and all coverage hereunder shall be forfeited.

20. DISCOVERY CLAUSE

Claims under the Policy shall only be recoverable hereunder if the Assured has discovered and reported such loss, damage or Occurrence to Underwriters within 12 months from expiry of the Project Period set out in Item 3 of the Declarations and concurrent with specific maintenance period(s) set out in Item 3 of the Declarations and described in Section I, Terms and Conditions, Clause 19 below.

This clause shall not, however, 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--PHYSICAL DAMAGE

1. COVERED PERILS

Subject to the terms, conditions and exclusions herein, Section I insures against all risks of physical loss of and/or physical damage to the property covered hereunder, provided such loss or damage arises from an Occurrence within the Policy Period set out in Item 3 of the Declarations.

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 Underwriters 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 Underwriters) 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 125% of the latest agreed Schedule "B" values, including payments made under the sue and labour clause, the additional work clause and the removal of wreckage and/or debris clause (each of which is separately limited under the appropriate coverage clauses).

In the event of escalation as provided under clause 5 of Section I, Underwriters' total liability under Section I for all claims arising out of any one Occurrence shall not exceed 150% of the initial Schedule "B" values, including payments made under the sue and labour clause, the additional work clause and the removal of wreckage and/or debris clause, and the Escalation Clause (each of which is separately limited under the appropriate coverage clauses).

Notwithstanding anything contained herein, Underwriters' maximum limit of liability in respect of Section I shall not exceed the Schedule "A" value in the aggregate.

4. DEDUCTIBLES

Underwriters' liability under Section I of the Policy shall be subject to the Deductibles set out in Item 5 of the Declarations.

5. ESCALATION CLAUSE

Whereas the values stated in the Declaration at the time the risk was bound represent the Estimated Completed Value and are therefore provisional, it is agreed that the final completed value of the property insured herein shall be the insured value.

Should the insured values, determined as above:-

- a. exceed the provisional value stated in Schedule B, the Assureds agree to declare to Underwriters hereon the amount of such excess and to pay premium as agreed, and Underwriters agree to accept their proportionate share of the increase; or
- b. be less than the provisional value stated in Schedule B, the sum insured by Underwriters shall be reduced proportionately, and Underwriters agree to return premium as agreed on the amounts by which their respective lines are reduced.

Nevertheless, should the insured value exceed 125% of the initial declared value as per Schedule B, then the limits of indemnity under Section I shall be 125% of the initial schedule values, any one Occurrence, but always subject to the limits of recovery as provided for elsewhere in the Policy and in accordance with the agreed "B" scheduled amounts as per the Declarations at the time of loss.

TERMS AND CONDITIONS

(Section I only)

1. BASIS OF RECOVERY

In the event of an Occurrence covered under Section I of the Policy, Underwriters agree to indemnify the Assured 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 - as per latest agreed Schedule B.
- 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 as per latest agreed Schedule B.
 - (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 Assured) 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 Assured is committed to paying and is unable to revoke, but not to exceed amounts as per the latest agreed Schedule B.

- 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 Assured 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 Assured 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 Underwriters 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 Final Completed 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 Assured irrespective of the insured physical damage, or otherwise benefit the Assured in respect of uninsured matters, then such costs shall be apportioned in a fair and reasonable manner between the Assured and Underwriters.

2. INCORPORATED CLAUSES

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

- a. Institute Clauses for Builders Risks (1st June 1988) amended as below, including the deletion of the Earthquake and Volcanic Eruption Exclusion Clause No. 6, 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:-

5. PERILS

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

AS SET FORTH IN EXCLUSION 1.I. HEREIN, IN NO CASE SHALL THIS POLICY COVER THE COST OF RENEWING FAULTY WELDS.

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), loading, unloading and in transit other than by means of their own buoyancy or by means of floatation 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 1982

Institute Classification Clause 13th April 1992, where insured property is carried as cargo.

Institute War Clauses 1st January 1982.

Institute War Clauses (Air) 1st January 1982.

Institute War Clauses (Post) 1st January 1982.

Institute Strikes, Riots and Civil Commotion Clauses (Cargo) 1st January 1982.

Institute Strikes, Riots and Civil Commotion Clauses (Air Cargo) 1st January 1982.

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

3. LOSS NOTIFICATION

The Assured 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 Assured's operation) stating the time, place and cause of loss, the interest of the Assured 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 Assured, provided that the error or omission is corrected when discovered by the Assured and advised to Underwriters prior to any Occurrence giving rise to a claim hereunder.

5. PROJECT ALTERATIONS AND AMENDMENTS

Underwriters agree to hold covered all amendments and alterations to the Project specification subject to the terms and conditions of the Policy for a period of 60 days from the date of such amendments and/or alterations, subject to the Principal Assured notifying Underwriters 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 Assureds and Underwriters 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 Assureds 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 Assured 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. DEFECTIVE PARTS

The insurance afforded by Section I covers physical loss and/or physical damage to the property insured herein occurring during the Policy Period and resulting from a Defective Part, faulty design, faulty materials, faulty or defective workmanship or latent defect even though the fault in design may have occurred prior to the attachment date of the Policy.

Section I, however, does not provide coverage for loss or damage to (including the cost of modifying, replacing or repairing) any Defective Part itself, unless all of the following are satisfied:

- a. such Defective Part has suffered physical loss or physical damage during the Policy Period;
- b. such physical loss or physical damage was caused by an insured peril external to that part; and
- c. the defect did not cause or contribute to the physical loss or physical damage.

In no case shall Section I provide coverage for any cost or expense incurred by reason of betterment or alterations in design.

In the event of the total physical loss or total physical destruction of one or more of the items listed in the Schedule "B" attached to the Policy, then this exclusion shall only apply to an identifiable part or parts of such scheduled item or items.

For the purposes of this clause a "Defective Part" shall mean any part of the subject matter insured which is or becomes defective and/or unfit or unsuitable for its actual or intended purpose, whether by reason of faulty design, faulty materials, faulty workmanship, a combination of one or more thereof or any other reason whatsoever. The term "Defective Part" shall also include such ancillary components, which are not themselves faulty, but which would normally be removed and replaced by new components when the component that is faulty is rectified.

This clause shall prevail in the event of any conflict or inconsistency with any other clause forming part of the Policy. The terms of this clause are not intended and shall not be construed as providing coverage not otherwise provided under the Policy.

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 Underwriters 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.

Underwriters 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 Assureds, 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 Assureds and Underwriters proportionately to the extent of their respective interests. No acts of Underwriters or the Assureds in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Underwriters limit of liability under this clause shall be 25% of the scheduled value contained in the latest agreed Schedule B at time of loss of the item or items that are the subject of such sue and labour.

10. ADDITIONAL WORK

In the event that the structure or insured property is set down or wrongly positioned, which is the direct result of a peril insured against, Underwriters shall indemnify the Assureds 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 Underwriters' liability under this clause shall not exceed the percentage 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, Underwriters shall indemnify the Assureds for all costs of or incidental to the actual or attempted raising, removal or destruction of the wreckage and/or debris of the insured property, 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 Assured hereunder is liable for such costs under written contract or when such wreckage and/or debris interferes with the Assured's normal operations.

Underwriters' limit of liability under this clause shall be 25% of the scheduled value contained in the latest agreed Schedule B at time of loss of the item or items which are the subject of such removal of wreckage and/or debris.

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 insured property arising from an Occurrence covered under Section I, Underwriters will bear the cost of any such repeated and/or subsequent test(s) and/or trial(s) subject to a sub-limit of (AMOUNT) (100%) any one Occurrence, but never to exceed original expenditure as identified in the latest agreed Schedule B.

13. STAND-BY CHARGES

Subject to a sub-limit of US\$ (AMOUNT) any one Occurrence aggregated at US\$ (AMOUNT) over the Policy Period, Underwriters shall indemnify the Assureds 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 Assureds are prevented from working in, around or about the damaged property by bad weather, including named hurricanes.

14. CLAIM SURVEYS/ADJUSTING CLAUSE

In the event of physical loss and/or physical damage to insured property arising from an Occurrence covered under Section I, the Assured may in case of emergency and over weekends instruct one of the following loss adjusters to effect a damage survey: (1) Bateman Chapman Limited for all cargo claims, and (2) Bateman Chapman Limited, and/or Matthews Daniel and/or Brocklehurst Limited for all other claims. Such firms instructed on an emergency basis shall act as loss adjusters on behalf of Underwriters. In any other

circumstances, loss adjusters shall be appointed by Underwriters upon loss/incident notification from the Assured according to Clause 3 above.

15. WARRANTY (EXEMPLAR—FINAL VERSION TO BE AGREED)

Warranted London Offshore Consultants and/or Global Maritime and/or Noble Denton Associates and/or London Salvage Association approve and issue as applicable certificates on the project as follows.

Conceptual – Certificates to be issued prior to relevant load-outs/installations.

- i. Procedures for laying, burying, jetting and rock dumping, trenching (all if and as applicable) including the tie-ins of same and installation of spool pieces and risers.
- ii. Positioning and orientation procedures for jackets at offshore site(s).
- iii. Piling in procedures in respect of ii. above.
- iv. Procedures in respect of the sequence of and/or scope and pattern of laying of anchor patterns and temporary moorings for the positioning of Heavy Lift Vessels/Barges (if not dynamically positioned) and pipe laying barges in the vicinity of existing offshore installations.

Physical - Certificate(s) to be issued prior to commencement of relevant work.

- i. Load-outs, tugs, tows, towages and stowages (including sea fastening) in relation to barge movements from _____ to and/or to offshore sites.
- ii. Lifting and orientation/setting down/securing procedures at offshore sites.

Conceptual - Certificate(s) to be issued prior to relevant load-outs/installations.

Load-outs, stowage and sea-fastening on heavy lift vessel for transit.

Physical - Certificate(s) to be issued prior to commencement of relevant work.

Lifting and orientation/setting down/securing procedures at offshore site, of jackets and/or topsides.

16. TERRORIST "BUY-BACK" CLAUSE

- i. Coverage

Subject to the terms and conditions to which reference is made below, Underwriters shall indemnify the Assureds under this clause for physical loss and/or physical damage that would be recoverable under Section I of the Policy but for the existence of the following clause in Section I, Exclusion 2:

“Notwithstanding anything to the contrary contained in this section, there shall be no liability whatsoever for any loss caused by, or resulting from, or incurred as a result of:-

- a. (i) the detonation of an explosive and/or
- (ii) any weapon of war

and is caused by any person acting maliciously or from a political motive.

- b. Any act for political or terrorist purposes of any persons, and whether or not agents of a sovereign power, and whether the physical loss, damage or expense resulting therefrom is accidental or intentional".

iii. Cancellation, Automatic Termination, Suspension and Amendment of Terms from Time of Load Out

- a. (i) Amendment of Terms

Coverage under this clause may be cancelled by the Underwriters giving notice effective on the expiry of 14 days from midnight Greenwich Mean Time on the day on which notice is issued. Underwriters agree however to reinstate this insurance subject to agreement between Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions.

- (ii) Notice of Cancellation

Coverage under this clause may also be cancelled by the Underwriters or the Assured giving notice not less than seven days prior to the end of each period of three months from inception.

- b. Whether or not such notice of cancellation has been given coverage under this clause shall TERMINATE AUTOMATICALLY:

- (i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, The United Kingdom, United States of America, France, Commonwealth of Independent States (formerly U.S.S.R.), The People's Republic of China; or

- (ii) Upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioaction force or matter, whensoever detonation may occur.

- c. The coverage afforded by this clause shall be suspended in respect of the property concerned in the event of the property being appropriated, requisitioned or confiscated or nationalised by any authority of

Government (whether civil, military or de facto) of the state in which the property is owned or registered.

- d. Provided that there have been no claims hereunder, pro rata return of premium shall be payable to the Assured in the event of either cancellation by notice from Underwriters or the automatic termination or suspension by reason of the operation of this Section of the Policy.

iv. **Held Covered**

In the event of the interest being requisitioned for title or use, or confiscated, nationalised, pre-empted or otherwise appropriated wholly or in part, coverage under this clause shall continue to cover the contingent liability of the Assured in respect of the coverage provided under for a period of fourteen days after such event. Thereupon coverage under this clause the insurance shall terminate unless there be prior agreement by the Underwriters to continue.

17. 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, Underwriters will reimburse the Assured 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.

Underwriters will bear the cost of any such extra charges subject to a sub-limit of US\$ (AMOUNT) (100%) any one Occurrence.

18. PAYMENT OF CLAIMS

It is agreed that all claims covered under Section I shall be payable to the Assured's representative identified in Item 8 of the Declarations no later than thirty (30) days after presentation and acceptance of proofs of loss by Underwriters or their approved representatives.

19. MAINTENANCE

The cover provided hereunder shall be no wider than that contained elsewhere in the Policy. Coverage under Section I only shall continue during the maintenance period(s) specified in individual contracts but not exceeding a further 12 months from expiry date of the Project Period as set out in Item 3 of the Declarations. During such maintenance period(s), coverage is limited to physical loss or physical damage resulting from or attributable to:

- a. faulty or defective workmanship, construction, material or design arising from a cause occurring prior to the commencement of the maintenance period; and
- b. operations carried out by Other Assureds during the maintenance period(s) for the purpose of complying with their obligations in respect of maintenance or the making good of defects as may be referred to in the conditions of contract, or by any other visits to the site necessarily incurred to comply with qualifications to the acceptance certificate.

20. 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 Assured(s) and/or Other Assured(s).

DEFINITIONS

(Section I only)

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.

EXCLUSIONS

(Section I only)

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 Underwriters prior to loss;
 - b. aircraft and/or helicopters;
 - c. temporary works, site preparatory works, property and/or equipment that are not owned by the Principal Assureds and are not for incorporation in the contract work, unless separately scheduled hereunder and agreed by Underwriters 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 insured property howsoever caused;
 - g. liability assumed under contracts or otherwise for "Performance Guarantees" given by suppliers;
 - h. infidelity of a Principal Assured or with the knowledge of a Principal Assured;
 - i. costs of repairing, correcting or rectifying wear and tear, rust and oxidation and fluctuations in temperature;
 - j. any claim arising from or in connection with the dumping of rocks and/or similar materials, where such rocks and/or similar materials have been placed in the wrong position or location;
 - k. 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 latest agreed Schedule B;
 - l. the costs or expenses of repairing, renewing or replacing faulty welds;
 - m. 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.

However, Exclusion 2.ii. above is subject to Terrorist Buyback Clause 16. herein.

SECTION II--LIABILITY

INSURING AGREEMENT

1. COVERAGE

Underwriters agree, subject to the limitations, terms, conditions and exclusions herein, to indemnify the Assured(s) for Ultimate Net Loss which the Assured(s) shall be obligated to pay by reason of

- i. liability imposed upon the Assured(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. Assureds 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,

Underwriters shall only be liable for Ultimate Net Loss exceeding the Deductible set forth in Item 5 of the Declarations 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 Section II Limit of Liability stated in Item 4 of the Declarations is the limit of Underwriters' liability under Section II for all Ultimate Net Loss by reason of any one Occurrence without regard to the number of Assureds, claims or claimants. The Limit of Liability shall be reduced and may be exhausted by Ultimate Net Loss payments. Underwriters 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

Underwriters shall not be called upon to assume charge of the settlement or defence of any claim or suit brought or proceeding instituted against the Assured(s), but Underwriters shall have the right and shall be given the opportunity to associate with the Assured(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 Underwriters, in which event the Assured(s) and Underwriters shall co-operate in all things in the defence of such claim, suit or proceeding.

TERMS AND CONDITIONS

(Section II only)

1. NOTICE TO UNDERWRITERS

In the event of an Occurrence, the Assured(s) shall provide written notice to Underwriters 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 Assured(s) first became aware of the Occurrence.

In respect of Claims to which Section II, Exclusion 15 applies, the Assured(s) shall provide such notice within the timing requirements set forth in that exclusion.

2. 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 Underwriters, incur any expense other than such immediate medical or surgical aid as is imperative at the time of the accident.

3. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Assured(s) covering a loss also covered by this Section II of the Policy, other than insurance that is specifically stated to be excess of the Policy, the insurance afforded by Section II shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make the Policy subject to the terms, conditions and limitations of other insurance.

4. CROSS LIABILITIES

In the event of one Assured incurring liability to any other of the Assureds, this Section II of the Policy shall cover the Assured against whom the claim is or may be made in the same manner as if separate policies had been issued to each Assured. However, the inclusion of more than one Assured hereunder shall not operate to increase the Limit of Liability.

In no case shall this Section II of the Policy provide coverage for any physical loss of or physical damage to or defects discovered in the property insured under Section I.

Coverage in respect of Other Assureds 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.

DEFINITIONS

(Section II only)

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 Assured's operations as declared hereto.
2. **"CLAIMS EXPENSES"** shall mean reasonable legal costs and other expenses incurred by or on behalf of the Assured(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 Assured's employees and the Assured's administrative expenses.
3. **"DAMAGES"** shall mean compensatory damages, monetary judgements, awards, and/or compromise settlements entered with Underwriters' 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 Assured 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 Assured.
6. **“PROPERTY DAMAGE”** means 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 Assured's operations as declared to Underwriters.
7. **"ULTIMATE NET LOSS"** shall mean the total sum the Assured is obligated to pay as Damages, and shall include Claims Expenses in respect of claims covered under this Policy.

EXCLUSIONS

(Section II only)

The insurance afforded by Section II 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;
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 Assured;
5. arising out of the use or operation of watercraft, whether owned, time chartered, bareboat chartered or operated by any Assured, or for which any Assured may be responsible other than as declared hereto;
6. to an Assured's employees, whether the Assured 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 Assured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Assured may be liable as an employer or in any other capacity whatsoever;
8. arising out of Bodily Injury to any employee of the Assured, 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 Assured with respect to Bodily Injury to another employee of the Assured sustained in the course of such employment;
10. which any director, officer, partner, principal, employee or stockholder of the Assured may have to any employee of any Assured;
11. for loss of or damage to any well or hole,
 - i. which is being drilled or worked over by or on behalf of the Assured, or

- ii. which is in the care, custody or control of the Assured, or
 - iii. in connection with which the Assured has provided services, equipment or materials;
- 12. for any cost or expense incurred in redrilling or restoring any such well or hole or any substitute well or hole;
- 13. for loss of or damage to any drilling tool, pipe, collar, casing, bit, pump, drilling or well servicing machinery, or any other equipment while it is below the surface of the earth in any well or hole:
 - i. which is being drilled or worked over by or on behalf of the Assured, or
 - ii. which is in the care, custody or control of the Assured, or
 - iii. in connection with which the Assured has provided services, equipment or materials;
- 14. for costs or expenses incurred in
 - i. controlling or bringing under control any wells or holes, or
 - ii. extinguishing fire in or from any such wells or holes, or
 - iii. drilling relief wells or holes, whether or not the relief wells or holes are successful;
- 15. 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 Assured 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 Item 3 of the Declarations;
- c. the event was first discovered by the Assured within 14 days of such commencement;
- d. Underwriters received written notification of the event from the Assured within 60 days of the Assured's first discovery of the event; and
- e. the event did not result from the Assured'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 Assured, or which is or was at any time in the care, custody or control of any Assured (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 Assured of oil (other than fuel or other substances used in furtherance of the Assured'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 Assured or any other person or organisation acting for or on behalf of the Assured;
16. 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;
 17. for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
 18. 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;
 19. for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages;
 20. arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name, including any container thereof;
 21. for damage to or loss of or loss of use of:
 - i. property owned or occupied by or rented or leased to the Assured;
 - ii. property used by the Assured; or
 - iii. property in the care, custody or control of the Assured or over which the Assured is for any purpose exercising physical control;

21. 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 Assured in the normal course of the Assured's operations;
22. 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 Assured in the conduct of any of the Assured'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;
23. 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;
24. 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;
25. assumed under a warranty for the fitness or quality of the Assured's products or a warranty that work performed by or on behalf of the Assured will be done in a workmanlike manner;

OFFSHORE CONSTRUCTION PROJECT POLICY

DECLARATIONS

1. **ASSURED:** (NAME)
other joint venturers (as their interests may appear) as Principal Assureds and including Project Managers and/or Contractors and/or Sub-Contractors and/or Manufacturers and/or Suppliers as other Assureds for the Respective Rights and interests as per wording.
2. **PROJECT:** (NAME)
3. **POLICY PERIOD:** PROJECT PERIOD (Section I and Section II)

The Policy attaches at (DATE), and insures in respect of each part, item or portion of the property insured herein which is at the risk of an Assured at inception or which becomes at risk of an Assured after inception and shall cover continuously thereafter until completion of the last part, item or portion of the property insured herein, expected not later than (DATE). The Project Period may be extended at terms and premium to be agreed by the lead Underwriter.

Coverage shall attach from the time materials and/or parts come at risk of an Assured including work carried out at contractors and/or sub-contractors and/or manufacturers and/or suppliers premises and all transits (on and offshore) and shall continue during all operations until expiry as defined above.

Legal and/or Contractual Liability Coverage shall attach from commencement of signing individual contracts.

MAINTENANCE PERIOD (Section I only)

Coverage under SECTION I—PHYSICAL DAMAGE shall continue during the maintenance period(s) of specific contracts (subject to the terms, conditions and exclusions in the wording), up to a period of 12 months after expiry of the Project Period.

DISCOVERY PERIOD (Section I and Section II)

The Discovery Period (subject to the terms and conditions in the wording) shall commence on the same date as and run concurrently with the 12 month Maintenance Period.

**4. INTEREST/
POLICY LIMIT: SECTION I –PHYSICAL DAMAGE**

Underwriters' total liability under Section I for all claims arising out of any one Occurrence shall not exceed 125% of the latest agreed Schedule "B" values, including payments made under the sue and labour clause, the additional work clause and the removal of wreckage and/or debris clause (each of which is separately limited under the appropriate coverage clauses).

In the event Underwriters accept additional premium from the Assured under the Escalation Clause, Underwriters' total liability under Section I for all claims arising out of any one Occurrence shall not exceed 150% of the initial Schedule "B" values, including payments made under the sue and labour clause, the additional work clause and the removal of wreckage and/or debris clause, and the Escalation Clause (each of which is separately limited under the appropriate coverage clauses).

Notwithstanding anything contained herein, Underwriters' maximum limit of liability in respect of Section I shall not exceed the Schedule "A" value in the aggregate.

SECTION II - LIABILITY

US\$ (AMOUNT) any one Occurrence.

5. DEDUCTIBLES: SECTION I

- i. US\$ (Amount) each and every Occurrence in respect of all cargo sendings.
- ii. US\$ (Amount) each and every Occurrence in respect of Onshore Fabrication Risks.
- iii. US\$ (Amount) each and every Occurrence in respect of tows within waters to final offshore site

or

US\$(Amount) each and every Occurrence in respect of transocean tows or heavy lift movements to final offshore site.
- iv. US\$(Amount) each and every Occurrence in respect of offshore works and associated subsequent maintenance; but
- v. US\$(Amount) for up to 24" diameter pipes or US\$(Amount) for over 24" diameter pipes each and every Occurrence in respect of installation of pipelines, cables, tie-ins, risers, spool, pieces and any other subsea, and associated subsequent maintenance.
- vi. 48 hours each and every Occurrence in respect of stand-by charges.

vii. US\$(Amount) each and every Occurrence in respect of all non-specified hereunder.

SECTION II - LIABILITY

US\$ (AMOUNT) any one Occurrence.

6. PREMIUM: US\$ payable in instalments at:-

| | | |
|---------------|------|-------|
| Due inception | US\$ | (20%) |
| Due | US\$ | (20%) |
| Due | US\$ | (50%) |
| Due | US\$ | (10%) |

7. NOTICE OF CANCELLATION: (Name and Address)

8. CLAIMS REPRESENTATIVE: (Name and Address)

9. INITIAL ESTIMATED FINAL CONTRACT VALUE (100%): US\$ _____

SCHEDULE A

US\$ _____

SCHEDULE B

US\$ _____

This schedule is provisional and to be confirmed by _____ on or before _____.

DEFECTIVE PART EXCLUSION BUY-BACK

Notwithstanding the provisions of the Defective Part Clause in Section I of the attached Policy, this insurance will pay for the cost of repair or replacement of defective parts which have suffered physical loss and or physical damage during the Policy Period, but the recovery of such costs is subject to:

- a) deductible \$_____ each part, each accident or Occurrence; and
- b) a total aggregate limit of \$_____ for all losses during the Policy Period, including the Maintenance Period; and
- c) the provisions of the Basis of Recovery Clauses in Section I of the Policy; and
- d) an additional premium \$_____ being paid in full.

However, it is specifically understood and agreed that this endorsement will not provide recovery for cancellation charges, stand-by costs or consequential costs or expenses that would not be recoverable under the terms and conditions of the Policy in the absence of this clause.

EXPEDITING EXPENSES

Coverage under Section 1 of the Policy is extended to include additional costs and expenses reasonably incurred and duly justified by the Assured or on their behalf in connection with or incidental to expediting the commencement, carrying out or the completion of the repair, reinstatement or replacement of the interest hereunder directly resulting from physical loss or physical damage caused by a peril insured under the terms of Section 1 of the Policy.

- a) Expenses of chartered carriage or delivery (including by air or sea);
- b) Chartered and/or other travel (including by sea or air) of the Assureds' directors, officers, employees, agents, contractors, sub-contractors, consultants or representatives, directly related to the repair or replacement;
- c) Overtime or penalty rates of wages and other related allowances and payments, directly related to the repair or replacement;
- d) Hire of additional labour, plant, equipment, materials, expertise or services, directly related to the repair or replacement;
- e) Accommodation or boarding costs including meals and other associated costs, directly related to the repair or replacement.

This clause will not operate to provide any coverage afforded by other provisions of the 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 absence 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.

The Coverage provided by this paragraph is subject to a sub-limit of USD t.b.a. any one occurrence and in the aggregate over the policy period.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

OFFSHORE CANCELLATION COSTS CLAUSE

This Insurance shall also indemnify the Principal Assured(s) in respect of cancellation costs on offshore vessels and construction equipment under contract in relation to the project (including but not limited to, heavy lift vessels, derrick barges, tugs, barges and supply vessels), and/or extra expense to hire offshore vessels and construction equipment to complete the project and/or operation(s) in respect of which such costs are incurred, arising directly from a peril insured against giving rise to a claim under this policy, deductible application notwithstanding.

It is further understood and agreed that Insurers shall not be liable for additional costs and/or expenses of alterations in procedures, which may be employed following such loss or damage.

Coverage under this clause is subject to a sub-limit of USD t.b.a. any one accident and in the aggregate.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

EVACUATION EXPENSES

If as a result of the operation of a peril or occurrence insured under this Section 1 of the Policy or the threat thereof and/or the insistence/requirement of governmental or regulatory authority and/or upon the recommendation by the facility manager or other authorized representative of the Operator, it becomes necessary to evacuate the Property Insured under this Policy, or *Assured's* personnel from contractors property, for the purpose of preserving life, Insurers will reimburse the Assureds for reasonable costs and/or expenses incurred without contribution from any other insurance.

Costs and/or expenses, if covered under the paragraph above, will include, but not be limited to, all reasonable costs of transportation, keeping or lodging and/or maintaining and/or returning evacuated personnel, but will not include lost wages.

The coverage provided by this clause is subject to a sub-limit of *USD to be agreed* any one occurrence and in the aggregate over the policy period, applicable to each scheduled item separately and further subject to Additional Coverage sub-limit as per slip.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

Existing Property

Cover for damage to existing property is subject to the following Existing Property Contractual Exclusion and Buyback:

Existing Property Contractual Exclusion

The coverage provided under Section II of this policy shall not apply to any claim for damage to or loss of use of any property for which the Principal Assured:

- 1) owns that is not otherwise provided for in this policy;
- 2) has use of, custody, physical control, access, right of way or an easement to by operation of a contract or agreement, or
- 3) is liable or claimed to be liable by operation of any indemnification, hold harmless or similar provision contained within any contract or agreement.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

Existing Property Contractual Exclusion Buyback

Notwithstanding the Existing Property Contractual Exclusion above, it shall not apply to any claim for:

Physical loss of and/or physical damage to existing property as per Schedule of Existing Property.

Cover as above is subject to :

Sub-limit: US\$ (100%) any one Occurrence.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.