

**Section I : BUILDING AND CIVIL ENGINEERING WORKS**

If at any time during the period of insurance stated in the Schedule the property described in the Schedule shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, necessitating repair or replacement, the Insurers will indemnify the Insured in respect of all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the said Schedule as insured hereby, except so far as reinstatement may be made as follows:

Payments in respect of claims under this Section of the policy shall not reduce the Sum Insured but the Insured shall pay to the Insurers an additional premium at an agreed rate on the amount of the payment pro rata from the date of loss to the expiry of the Policy. Such additional premium shall be disregarded for the purpose of any adjustment of premium.

The Insurers will also reimburse the Insured for the cost of Clearance of Debris following upon any event giving rise to a claim under this Policy but not exceeding in all the sum set opposite thereto in the Schedule.

**EXCLUSIONS**

The Insurers shall not be liable for:

- 1 loss or damage due to faulty design;
- 2 normal making good;
- 3 cost of replacement or rectification of defective material and/or workmanship, but this exclusion shall be limited to the part or parts immediately affected and shall not be deemed to exclude loss or damage resulting from an accident due to such defective material and/or workmanship;
- 4 wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- 5 mechanical and/or electrical breakdown or derangement of construction plant and construction machinery;
- 6 loss or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- 7 loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities or cheques;
- 8 loss discovered only at the time of taking an inventory.



**PERIOD OF INSURANCE**

**Construction Period**

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, after unloading of the property specified in the Schedule at the Contract Site and shall expire on the date specified in the Schedule.

The Insurer's liability expires also for any part of the insured contract works taken over or taken into use (whichever shall be earlier) by the Principal prior to the expiry date specified in the Schedule.

**Maintenance Period**

If a maintenance period is specified in the Schedule, the liability of the Insurers during this period shall be limited to any loss or damage occasioned by the Insured Contractor(s) in the course of operations carried out for the purpose of complying with the obligations under the Maintenance Clause of the contract.

**SUM INSURED**

It is a requirement of this insurance that the amounts of insurance stated in the Schedule shall represent:

- for item 1 : the full value of the contract works at the completion of the construction, inclusive of materials, wages, freight, customs duties, dues and materials or items supplied by the Principal;
- for item 2 : the current value at the time of concluding the insurance;
- for item 3 : the replacement value.

The Insured undertakes to notify the Insurers of any facts resulting in a material increase or decrease of the sums insured, provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers, before the occurrence of any claim hereunder.

**LOSS SETTLEMENT****Item 1, 2 and 3**

The Insured shall satisfy the Insurers by such reasonable evidence as may be required that the loss or damage in respect of which a claim is made has actually arisen from one of the risks insured against.

The Insurers will make payments on the basis of valid bills and documents after repairs have been effected or replacement has taken place, as the case may be. The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses. The cost of any alterations, additions and/or improvements which may be undertaken as a result of any loss or damage shall not be recoverable hereunder.

In addition for **Item 3**, the following conditions are applicable:

In the event of any loss or damage the basis of any settlement under this Policy shall be

- 1 in the case of any damage which can be repaired - the cost of repairs necessary to restore the property to its condition immediately before the occurrence of the damage less salvage, or
- 2 in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage.

All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (2) above.

If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sum insured bears to the amount required to be insured.

**Section II : MACHINERY ERECTION**

If at any time during the period of insurance stated in the Schedule, the property described in the Schedule shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, necessitating repair or replacement, the Insurers will indemnify the Insured in respect of all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the said Schedule as insured hereby, except so far as reinstatement may be made as follows:

Payments in respect of claims made under this Section of the Policy shall not reduce the sum insured but the Insured shall pay to the Insurers an additional premium at an agreed rate on the amount of the payment pro rata from the date of loss to the expiry of the Policy. Such additional premium shall be disregarded for the purpose of any adjustment of premium.

The Insurers will also reimburse the Insured for the cost of Clearance of Debris following upon any event giving rise to a claim under this Policy but not exceeding in all the sum set opposite thereto in the Schedule.

**EXCLUSIONS**

The Insurers shall not be liable for:

- 1 loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;
- 2 normal making good;
- 3 wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- 4 mechanical and/or electrical breakdown or derangement of erection machinery and erection equipment;
- 5 loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- 6 loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes and crates;
- 7 loss discovered only at the time of taking an inventory.

**PERIOD OF INSURANCE**

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly after unloading of the property specified in the Schedule at the site. It shall continue until immediately after taking over or after the testing operations are completed, but not beyond four weeks from the date of commencement of the test unless otherwise specified in the Schedule. If for part of a plant testing has been completed and/or that part is put into operation, the cover for such part ceases notwithstanding the expiry date stated in the Schedule.

For second-hand property the insurance hereunder ceases immediately testing commences.

**SUM INSURED**

It is a requirement of this insurance that the amounts of insurance stated in the Schedule shall represent:

for item 1 : the full value of the property at the completion of erection, inclusive of freight, customs duties, dues and erection cost.

for item 2 : replacement value of erection machinery and tools.

The Insured undertakes to notify the Insurers of any facts resulting in a material increase or decrease of the sums insured, provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers, before the occurrence of any claim hereunder.

**LOSS SETTLEMENT**

The Insured shall satisfy the Insurers by such reasonable evidence as may be required that the loss or damage in respect of which a claim is made has actually arisen from one of the risks insured against.

In the event of any loss or damage the basis of any settlement under this Policy shall be

- 1 in the case of any damage which can be repaired - the cost of repairs necessary to restore the property to its condition immediately before the occurrence of the damage less salvage, or
- 2 in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, settlement shall be made on the basis provided for in (2) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements which may be undertaken as a result of any loss or damage shall not be recoverable hereunder.

If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sum insured bears to the amount required to be insured.

**Section III : THIRD PARTY LIABILITY**

The Insurers will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for

- 1 accidental bodily injury or illness to any person
- 2 accidental loss of or damage to property

occurring in direct connection with the performance of the contract insured by this policy and happening on or in the immediate vicinity of the Contract Site during the Period of Insurance.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

- 1 all costs and expenses of litigation recovered by any claimant from the Insured, and
- 2 all costs and expenses of litigation incurred with the written consent of the Insurers in resisting any claim.
- 3 The Liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

**EXCLUSIONS**

The Insurers will not indemnify the Insured in respect of

- 1 expenditure incurred in repairing or replacing any work or property covered or coverable under Section I and /or II of this Policy;
- 2 damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage.
- 3 Liability arising out of
  - 30 bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal or any other firm connected with the contract work or members of their families;
  - 31 loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal or any other firm connected with the contract work or an employee or workman of one of the aforesaid;
  - 32 any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - 33 any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
  - 34 technical or professional advice given by the Insured or by any person acting on behalf of the Insured.

**SPECIAL CONDITION**

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

The Insurers may in respect of any claim or claims pay to the Insured the amount of their maximum liability as stated in the Schedule or such lesser sum for which the claim or claims can be settled (subject in either case to deduction of any sum or sums already paid on account of such claim or claims) and thereafter the Insurers shall be under no further liability in respect of such claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.





**DEFINITIONS OF TESTING AND COMMISSIONING**

Testing periods have to be shown in the schedule. The following definitions are intended to assist in clearly stating such periods.

**COLD TESTING** (functional testing)

The checking of component parts of an insured item by mechanical, electrical, hydrostatic or other forms of testing under "dry run" conditions, which do not necessitate the firing of furnaces or any application of direct or indirect heat, the use of feedstock or other materials for processing, or in the case of electrical motors, electrical generating, transforming, converting or rectifying equipment, connection to a grid or other load circuit.

**HOT TESTING** (operation and commissioning tests)

The checking of the component parts of an insured item under load or operational conditions including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical generating, transforming, converting or rectifying equipment, connection to a grid or other load circuit for the purpose of such checking.

**COMMISSIONING**

The operation of an insured item or any part thereof with feedstock or other materials for processing, or in the case of electrical generating, transforming, converting or rectifying equipment, connection to a grid or other load circuit, under production condition for the purpose of attaining specification requirements and/or for training operational personnel.

**AUTOMATIC EXTENSION OF CONTRACT PERIOD CLAUSE (3 MONTHS)**

It is hereby understood and agreed that the Insurers shall automatically extend the period of insurance under the Policy for **3 months** if there is any delay in completion of the Contract subject to written notification of the Insured before Policy Expiry at additional premium, terms, conditions and excess to be agreed. Such additional premium shall be payable on commencement of the extension in period.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**NOMINATED LOSS ADJUSTER CLAUSE**

It is hereby declared and agreed that in the event of any loss covers by this policy, the amount of such loss shall be adjusted subject to the terms and condition of the policy by any of the following firms of Adjusters :-

- Cunningham Lindsey (Thailand) Co., Ltd.
- GATS Co., Ltd.
- Crawford & Company (Thailand) Co., Ltd.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**ARCHITECT, SURVEYORS' AND CONSULTANT ENGINEERS' FEE CLAUSE**

It is hereby declared and agreed that the insurance by this policy extend to include Architects' Surveyors' and Consulting Engineers' Fees necessarily incurred in the reinstatement of the property insured following upon its destruction or damage by any peril hereby insured against (but not any fee for the preparation of a claim or estimate of loss) not exceeding **THB 100,000,000.-** in respect of any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of any claim sustainable under this Policy the Sum Insured in respect of the item against which payment is made is reinstated subject to additional premium to be agreed.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**CESSATION OF WORK CLAUSE (60 DAYS)**

This insurance is extended to cover loss or damage or liability caused by or arising out of cessation work due to perils insured against under this Policy. Cessation of work period must not exceed **60 days**.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**CONSEQUENCE OF FAULTY DESIGN (DE.3)**

This policy excludes loss of or damage to and the cost necessary to replace repair or rectify

- (a) Property Insured which is in a defective conditions due to defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- (b) Property Insured lost or damaged to enable the replacement repair rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification material or workmanship in the Property Insured or any part thereof.

**Limit of Liability : THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**CROSS LIABILITY CLAUSE**

1. Insurance Cover

- 1.1 It is agreed and understood that for the purpose of the Third Party Liability Section of this Policy, any person or body specified as the Insured in the Schedule shall be considered as separate and distinct entity and the words "the Insured" shall be considered as applying to each such person or body as if a separate policy had been issued to each of them in his name alone. The Insurers waive all rights of subrogation which they may have or acquire against the said persons or bodies.

Provided always that :

- 1.2 Nothing in this clause shall be deemed to increase the Insurers' liability beyond the limits of indemnity stated in the Schedule.
- 1.3 All other terms, conditions and exclusions of the Policy shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement.

2. EXCLUSIONS of particular significance for this endorsement

The insurers shall not be liable for :

2.1 any loss of or damage to property which is or could have been insured under the Material Damage Section of this Policy.

2.2 any loss of or damage to adjoining property which is owned by one of the Insured.

3. Period of Insurance

The period of Insurance for this Endorsement is identical to the period of insurance specified in the Schedule for the Third Party Liability Section.

4. Limit of Liability

4.1 The Limit of Liability under this Endorsement is the amount entered in the Schedule under the Third Party Liability Section.

4.2 The Additional Premium due is calculated with regard to exposure and sum insured and included in the Total Premium shown in the schedule.

**ESCALATION CLAUSE (20%)**

During the period of Insurance, the actual contract price shall in excess of the original contract price, then the sum Insured as shown in the schedule of the Policy shall be increased by the amount of such excess but not exceeding in all 20% of the Sum Insured.

Upon completion of the Contract Works, the Insured shall furnish to the Insurers a declaration of the actual contract price and if such price shall differ from the original Contract Price, the Premium will be adjusted accordingly by applying the agreed rate as stated in the schedule or any subsequent amended rating as may be agreed to the actual Contract Price.

In the event of loss or damage in respect of which payment is made by the Insurers, the Insurance hereunder shall be maintained in force for the Sum Insured in consideration of the Insured having agreed to pay an appropriate reinstatement premium on the amount of the loss which premium shall be disregarded for the purpose of any adjustment of premium mentioned above.

Subject to otherwise all other terms exceptions and conditions of this Policy.



**EXPEDITING COSTS AND AIRFREIGHT CLAUSE (20%)**

1. Insurance Cover

1.1 it is agreed and understood that the Insurers will also indemnify the Insured in respect of extra charges for overtime work, night work, work on public holidays including airfreight.

Provided always that :

1.2 such extra charges are incurred in connection with and indemnifiable loss of or damage to property insured under this Policy.

1.3 all other terms, conditions and exclusions of the Policy shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement.

2. Period of Insurance

The Period of Insurance is identical to the period specified in the Schedule

3. Sum Insured – Additional Premium

3.1 The sum insured under this additional cover is limited to 20% of normal repair costs of damage

3.2 The Additional Premium is calculated on the estimated total contract value and is included in the Total Premium shown in the schedule.

**EXTENDED MAINTENANCE PERIOD (24 MONTHS)**

The Insurance Policy is extended for the Maintenance Period on condition that its cover shall be limited as follows :

1. INSURANCE COVER

1.1 It is agreed and understood that the Insurers will Indemnify the Insured Contractor (s) solely for loss of or damage to the property insured under the Material Damage Section of this Policy, occurring during the Maintenance Period specified in the Schedule and only when it is caused by :

1.1.1 The Contractor (s) whilst at the contract site for the purpose of doing any work in order to comply with the maintenance obligations under the contract,

1.1.2 any act or omission of the Contractor(s) whilst at the contract site during the contract works period specified in the Schedule.

1.2 All terms, conditions, exclusions and endorsement of the Policy referring to or contained in the Material Damage Section shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement.



2. MAINTENANCE PERIOD

The Maintenance Period shall commence for the entire works upon completion of commissioning and testing or whenever the works are taken over or taken into use, whichever is earlier. It shall end on the date specified in the Schedule. If individual parts of the works are tested, taken over or taken into use, the Maintenance Period shall begin and expire for each such part individually and shall not exceed the period in months specified in the Schedule. The Insured shall notify the Insurers of such gradual taking over.

3. SUM INSURED - ADDITIONAL PREMIUM

- 3.1 The Sum Insured is identical to the estimated contract value at completion of the contract works.
- 3.2 The Additional Premium due is calculated on the Sum Insured and shall be adjusted for any changes in such sum.

**FIRE EXTINGUISHMENT AND MITIGATION EXPENSES CLAUSE**

It is hereby declared and agreed that this Policy extends to cover all expenses reasonably incurred by or on behalf of The Insured in extinguishing fires or in mitigating, containing or suppressing loss, destruction or damage by any peril hereby insured against occurring at or adjacent to or immediately threatening the situation of any Property Insured by this Policy.

It is further declared and agreed that the indemnity afforded by this clause shall include (but not be limited to) the payment of wages to Insured's employees (other than full-time members of a works Fire Brigade), the cost of replenishing fire fighting appliances; and the cost of replacing reinstating or repairing materials and equipment lost, destroyed or damaged, (including Directors' Partners' Proprietors' Employees' and Volunteers' Clothing and personal effects)

**Limit of Liability : THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**FIRE BRIGADE CHARGES CLAUSE**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary.

The Sum Insured extends to include charges raised by any local authority for the provision of fire-fighting appliances called for the purpose of protecting the premises.

The Limits of Liability of the Company under this extension for any one occurrence and in the policy aggregate areas specified in the Schedule, subjected also to the deductibles as specified thereon.

Provide always that the Total limit of Liability : **THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

THIS POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY DOCUMENT AND THE SCHEDULE ATTACHED HERETO. THE SCHEDULE IS PART OF THIS POLICY AND SHALL BE READ IN CONJUNCTION WITH THE POLICY DOCUMENT AND THESE CONDITIONS. THE POLICY DOCUMENT, THE SCHEDULE AND THESE CONDITIONS SHALL BE READ TOGETHER AND SHALL TAKE PRECEDENCE OVER ANY OTHER DOCUMENTS OR CONDITIONS. THE POLICY DOCUMENT, THE SCHEDULE AND THESE CONDITIONS SHALL BE READ TOGETHER AND SHALL TAKE PRECEDENCE OVER ANY OTHER DOCUMENTS OR CONDITIONS. THE POLICY DOCUMENT, THE SCHEDULE AND THESE CONDITIONS SHALL BE READ TOGETHER AND SHALL TAKE PRECEDENCE OVER ANY OTHER DOCUMENTS OR CONDITIONS.

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**LOSS NOTIFICATION CLAUSE (45 DAYS)**

Notwithstanding anything contained to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delay errors or omissions in notifying the Insurers of any circumstances or event giving rise or likely to give rise to a claim under the policy.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**INLAND TRANSIT CLAUSE (TRUCK CLAUSE) INCLUDED LOADING AND UNLOADING**

This Policy extends to cover loss of or damage to the property insured under the Material Damage Section whilst such property is in transit by road vehicles within Thailand to the Contract Site including the risk of loading and unloading.

Provided that the said property is not covered by other policies and the liability of the insurer under this extension shall not exceed the sum of **THB 100,000,000.-** In respect of any one conveyance and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**CONTRACT (EXCLUDING COMMERCIAL OPERATION) WORKS TAKEN OVER OR PUT INTO SERVICE CLAUSE (MR 116)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover Policy or endorsed thereon, the following shall apply to this insurance in respect of

- loss or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section 1 and happens during the period of cover.

The Limit of Liability of the Company under this extension for any one occurrence and in the policy aggregate are as specified in the "Additional Schedule".



**OFF-SITE STORAGE CLAUSE – WITHIN THAILAND**

This Policy extends to cover loss of or damage to the property insured under the Material Damage Section whilst such property is temporarily stored at the Contractor's premises within Thailand pending delivery to the Contract Site and subject to security guard 24 hours.

Provided that the said property is not covered by other policies and the liability of the Insurer under this extension shall not exceed the sum of THB 50,000,000.- any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**TEMPORARY OFFICE AND OFFICE EQUIPMENT CLAUSE**

Notwithstanding the conditions, provisions and other terms of the Policy, it is understood and agreed that the Insurer shall be liable to indemnify the Insured under the coverage of Section I for loss or damage to the Insured's site office and office equipment

**Limit of Liability : THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**PRINCIPAL'S EMPLOYEES AND REPRESENTATIVES CLAUSE**

The Insurance under Section III of this Policy is extended to include Employee (s) and/or Representative (s) of the Principal and their personal properties who concerned with the Contract Insured under this Policy (other than the employees and/or workers who are performing the contract insured) as the third party.

Provided that such persons shall observe fulfill and be subject to terms exceptions limits provisions and conditions of this policy insofar as they apply.

It is understood that this Policy does not cover Professional Liability.

This Policy shall, subject to its terms and conditions cover such expenses as are necessarily incurred for the propose of reducing any loss under this Policy.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**PLANS OR OTHER DOCUMENTS CLAUSE**

The indemnity will in addition to the Sum Insured include the costs necessarily and reasonably incurred in rewriting or recreating plans drawings calculations or any other contract documents or data lost destroyed or damaged wherever such loss destruction or damage shall occur but not for the value of the information contained therein.

Provided that the maximum sum payable by the Insurers under this clause for any one occurrence or series of occurrences arising out of the one event shall not exceed **THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**REMOVAL OF DEBRIS CLAUSE**

It is hereby declared and agreed that the indemnity under Section I and II of this Policy extended to include the cost and expense necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the property insured destroyed or damaged by any peril hereby insured against not exceeding **THB 100,000,000.-** any one occurrence and in aggregate.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**RIOT AND STRIKE**

**1. INSURANCE COVER**

It is hereby agreed and understood that, notwithstanding anything contained in the Policy to the contrary, the insurance under the Policy shall extend to cover Riot and Strike damage which, for the purpose of this Endorsement, shall mean (subject always to the Special Conditions mentioned hereafter) loss of or damage to the property insured directly caused by:

- 1.1 the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance
- 1.2 the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- 1.3 the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act



provided always that

- 1 all the conditions of the Policy shall apply in all respects to the insurance granted by this Endorsement save insofar as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against
- 2 The following Special Conditions shall apply only to the insurance granted by this extension and the conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made.

2. SPECIAL EXCLUSIONS

This insurance does not cover loss or damage

- 2.1 resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- 2.2 occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- 2.3 occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building

PROVIDED nevertheless that the Insurers are not relieved under 2.2 and 2.3 above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dis- possession having a cause otherwise covered by the Policy

- 2.4 occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences :
  - 2.4.1 war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not) civil war
  - 2.4.2 mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
  - 2.4.3 acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization

For the purpose of this Exclusion, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

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

3. PERIOD OF INSURANCE

3.1 Commencement :

This Riot and Strike cover shall commence on the following date:

3.2 Termination :

This insurance may at any time be terminated by the Insurers on notice to that effect being given to the Insured, in which case the Insurers shall be liable to repay a pro-rata proportion of the premium for the unexpired term from the date of cancellation.

4. SUM INSURED - ADDITIONAL PREMIUM

4.1 The Sum Insured is identical with the estimated total value of the contract works as entered in the Schedule.

4.2 The Additional Premium is included in the Total Premium shown in the Schedule.

Subject to otherwise all other terms exceptions and conditions of this Policy.

**SUE AND LABOUR CLAUSE**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, the insurance afforded under this Policy is extended to include reasonable expenses incurred by the Insured in their efforts to recover, safeguard or preserve the Property Insured, to minimize any loss insured hereunder, or to prosecute in its own name any claim for indemnity or damages or otherwise in respect of such loss, provided that the Company has consented to such action.

**Limit of Liability : THB 100,000,000.- any one occurrence and in aggregate.**

Subject to otherwise all other terms exceptions and conditions of this Policy.

**TEMPORARY PROTECTION CLAUSE**

This policy extends to cover costs and expenses incurred by or on behalf of any of the Insured anywhere within the Territorial Limits mentioned in the schedule in the purchasing and/or hiring and in the erection and dismantling of hoarding, barriers, fences and any other form of protection which the relevant Insured must provide in order to comply with the requirements of any Government Department Local Government or other Statutory Authority;

**Limit of Liability : THB 100,000,000.- any one occurrence and in aggregate.**

Subject to otherwise all other terms exceptions and conditions of this Policy.