



25 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888  
25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120 Fax 0 2610 2100

### CONTRACT WORKS INSURANCE POLICY

THE SCHEDULE		Policy No. : 620-0141-1057	
Insured: NAVANAKORN PCL. AS PRINCIPAL AND/OR PMS CONSTRUCTION (1994) AS MAIN CONTRACTOR AND/OR OTHER SUB-CONTRACTORS AND/OR OTHER CONSULTANTS CONCERNING THIS PROJECT			
Section I Building and Civil Engineering Works		Sum Insured	
1 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein)		As per attachment	
11 Materials or items supplied by the Principal		"	
2 Construction Equipment		"	
3 Construction Machinery and Stationary Plant		"	
4 Clearance of Debris (Limit of Indemnity)		"	
5 Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by Items 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against		"	
Total Sum Insured		"	
Excesses			
1 Contract Works, Construction Equipment in respect of each and every occurrence for loss or damage arising out of 10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage, flood		the first As per attachment	
11 any other cause		the first "	
2 Construction Machinery in respect of each and every occurrence for loss or damage arising out of 20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage		the first N/A	
21 any other cause		the first "	
Section II Machinery Erection		Sum Insured	
1 Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection		Included in item 1(10) of Section I	
2 Erection Machinery and Tools		Not Covered	
3 Clearance of Debris		Included in item 4 of Section I	
Total Sum Insured			
Excesses			
1 Property to be erected : in respect of each and every occurrence 10 during erection		the first As specified in Excesses of Section I	
11 during testing		the first "	
2 Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arising out of any cause		the first N/A	
Section III Third Party Liability			
1 Limit of indemnity in respect of any one accident or series of accidents arising out of one event		Combined Single Limit	
10 for bodily injury/death		Baht 5,000,000.00	
11 for property damage			
2 Total limit of indemnity under this policy		Baht 5,000,000.00	
Excesses			
In respect of each and every occurrence for 10 bodily injury/death		the first Nil	
11 loss of or damage to property		the first Baht 20,000.00	
Period of Insurance 303 Days (including 4 weeks testing and commissioning)			
Section I	02/11/2020 - 31/08/2021	plus	6 month/s maintenance
Section II	02/11/2020 - 31/08/2021	plus	6 month/s maintenance
Section III	02/11/2020 - 31/08/2021	plus	6 month/s maintenance
Premium (Baht)			
Section I	226,012.00	VAT	15,884.19
Section II	Included in section I	VAT	-
Section III	Included in section I	VAT	-
		Stamp Duty	905.00
		Stamp Duty	-
		Stamp Duty	-
		Total	242,801.19
		Total	-
		Total	-

In Witness whereof the undersigned being duly authorised by the Insurers and or behalf of the Insurers has/have hereunto set his/their hand(s). this 17th day of NOVEMBER, 2020



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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**CONTRACT WORKS INSURANCE POLICY**

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Whereas the Insured named in the Schedule hereto has made to the BANGKOK INSURANCE PUBLIC COMPANY LIMITED, (hereinafter called "the Insurers") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this policy witnesses that in consideration of the Insured having paid to the Insurers the premium mentioned in the Schedule the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

Provided always that the due observance and fulfilment of the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal (s) shall be conditions precedent to the right of the Insured to recover hereunder,

The Schedule and the Section (s) shall be deemed to be incorporated in and form part of this policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section (s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section (s) shall bear such meaning wherever it may appear.

**GENERAL CONDITIONS**

1. The Insured at his own expense shall take all reasonable precautions to prevent loss, damage or liability and to comply with sound engineering practice, statutory requirements and manufacturers' recommendations designed to ensure the safe working of plant and equipment. The Insured shall also maintain in efficient condition all contract works, construction plant, equipment and construction or erection machinery insured by this Policy.
2. The Insured shall immediately notify the Insurers in writing of any material change in the risk insured hereunder ; in such case continuance of the insurance shall be subject to terms and conditions to be agreed.
3. Representatives of the Insurers shall at any reasonable time have access to the site or premises and to all pertinent data, documents, drawings, etc. and shall have the right to inspect any property insured.
4. In the event of any occurrence which might give rise to a claim under the Policy, the Insured shall :
  - 40 immediately notify the Insurers by telephone or telegram as well as in writing and supply all such particulars and proofs of claim as may be required by the Insurers ;
  - 41 take all steps within his power to minimise the extent of the loss or damage ;
  - 42 preserve the damaged property and make it available for inspection by a representative or surveyor of the Insurers ;
  - 43 inform the police authorities in case of loss or damage due to theft or burglary ;
  - 44 sent to the Insurers immediately on receipt any writ, summons or other proceedings which may be commenced against the Insured.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or replacement of any minor damage ; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. Nothing herein shall prevent the Insured from taking such steps as are absolutely necessary for the security and continuation of the contract work.

The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

5. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.
6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
7. In the event of
  - 70 material change in the risk ;
  - 71 the termination of the Contract by the Principal,
  - 72 withdrawal from the Contract by any main Contractor ;
  - 73 stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding one calendar month ;this policy shall be avoided unless its continuance be admitted by endorsement signed by and on behalf of the Insurers.
8. This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

#### GENERAL EXCLUSION

The Insurers will not indemnify the Insured in respect of

1. The excesses stated in the Schedule to be borne by the Insured,
2. Consequential loss of any kind or liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency,
3. Wilful act or wilful negligence of any director, manager or responsible site official of the Insured,
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission,



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5. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material,
6. Loss, damage or liability directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, or malicious persons acting on behalf of or in connection with any political organisation, confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion (6) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.



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## 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 of 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.



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#### 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 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

##### Items, 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.



# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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## 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.



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### 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, than 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.



# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

25 ถนนสีลมใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888  
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## 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.

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 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.



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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### SPECIAL CONDITIONS

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 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.



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**เอกสารแสดงรายละเอียดการประกันภัย**

เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 620-01441-1057 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 02/11/2020	ถึง 31/08/2021
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It is hereby understood and agreed that Sum Insured and Excesses under Section I are as follows:-

Section I : Building and Civil Engineering Works	Sum Insured (Baht)
1. 10 Contract Work (Permanent and Temporary works, including all Materials to be incorporated therein)	78,718,720.-
11 Materials or items supplied by the Principal (Subject to be declared to include in total contract value With additional premium to be charged)	Included
2. Construction Equipment	"
3. Construction Machinery and Stationary Plant	"
4. Clearance of Debris (Limit of Indemnity)	5,000,000.- any one accident and in aggregate
5. Architects' Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by item 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against	5,000,000.- any one accident and in aggregate
6. Existing Property	2,000,000.- any one accident and in aggregate

Excesses : in respect of each and every occurrence:-

Contract Works	- subsidence, landslide, collapse, any water damage, theft, burglary, maintenance, testing & commissioning, consequence of faulty design, workmanship, during erection	- the first 10% of loss amount or minimum Baht 100,000.- whichever is higher
	- any other cause	- the first 10% of loss amount or minimum Baht 80,000.- whichever is higher



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 620-01441-1057 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 02/11/2020	ถึง 31/08/2021
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- earthquake (including tidal waver tsunami),
- windstorm (including hurricane and cyclone),
- hail
- existing property

- the first 10 % of loss amount  
or minimum Baht 100,000.-  
whichever is higher
- the first 10% of loss amount  
or minimum Baht 100,000.-  
whichever is higher



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 620-01441-1057 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 02/11/2020	ถึง 31/08/2021
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It is hereby understood and agreed that:-

1. The Title of Contract and Contract Site under the Policy are as follows:-

Title of Contract : งานก่อสร้างปรับปรุงอาคารพักอาศัย A-02 พร้อมลานจอดรถ ถนน คสล.วางระบายน้ำฝนและ  
น้ำเสีย

All works and activities in connection with the design, engineering, procurement, manufacture, supply, construction, erection, installation, testing and commissioning and preparation including but not limited to :-

- Demolition work
- Site clearance
- Excavation work
- Structure
- Pavement work
- Drainage and drainage water tank
- Pump system
- Interior and Decoration Works including fitting out works
- Lightning and other mechanical & electrical work
- External and landscape work
- All related works in connecting to the project.

Contract Site : เขตส่งเสริมอุตสาหกรรมนวนคร ปทุมธานี ต.คลองหนึ่ง อ.คลองหลวง ปทุมธานี

2. The insurance under Section III "Third Party Liability" of the Policy is extended to cover Liability of the Insured consequent upon

- 2.1 Accidental loss of damage to property belonging to Principal's employees and Principal's Representatives (Supervision Personnel) who concerned with the performance of the Contract Insured under the Policy.
- 2.2 Accidental bodily injury to Principal's employees and Principal's Representatives (Supervision Personnel) who concerned with the performance of the Contract Insured under the Policy.
- 2.3 Consequential loss due to physical damage directly caused by the performance of the Contract Insured by the Policy and for which the Insured is legally liable.

Limit of Liability : Baht 5,000,000.- any one occurrence and in aggregate.

Deductible : The first 10% of loss amount or minimum Baht 40,000.- whichever is higher for each and every loss.



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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Provided that:-

- a) The Total Liability of the Insurers including above extension shall not exceed the limit of indemnity as stated in the Schedule under Section III "Third Party Liability".
  - b) The Insured shall be responsible for the Excesses as stated in the Schedule.
3. The insurance under this Policy is extended to cover loss or damage to temporary office, office equipment, labor camps and stores belonging to Contractor and Principal's Representatives whilst being kept at the construction site.

Provided that :-

- 3.1 The Liability of the Insurers shall not exceed Baht 2,000,000.- any one accident and Baht 5,000,000.- in aggregate.
- 3.2 The Insured shall be responsible for the first Baht 30,000.- for each and every loss.
4. The insurance under this policy cover loss or damage caused by flood with the following details :-
- Limit of indemnity : Baht 10,000,000.- any one occurrence and in aggregate.
- Excess : The first 10% of loss amount or minimum Baht 100,000.- whichever is higher.
5. Principal's Employees and Representative who not concerning to the project will be treated as Third Party.
6. The insurance under the Policy is subject to the following clauses hereto attached:-
- a) 72 Hours Clause
  - b) Automatic Extension of Contract Period
  - c) Automatic Reinstatement of Sum Insured Clause
  - d) Complete Pile Clause
  - e) Faulty design clause
  - f) Cover for Testing of machinery and installation (4 weeks)
  - g) Cross Liability Clause
  - h) Error and Omissions Clause
  - i) Escalation Clause
  - j) Existing Property Clause (MR119)
  - k) Expediting Costs Clause (including Airfreight)
  - l) Extended Maintenance Period Clause
  - m) Fire Brigade Charges Clause
  - n) Fire Fighting and Extinguishments Costs Clause



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- o) Fire Prevention Measure Clause
- p) Inland Transit Clause
- q) Approved Adjusters Clause
- r) Off-Site Storage Clause
- s) Plans and Document Clause
- t) Riot & Strike Clause
- u) Special Condition Concerning Piling Foundation and Retaining Wall Work (MR121)
- v) Sue and labor clause
- w) Temporary protection clause
- x) Waiver of Subrogation Clause
- y) Cover for Third Party Liability during maintenance period Clause
- z) Sudden and Accidental Pollution
- aa) Tool of Trade Clause
- bb) Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical  
and Electric Weapons Exclusions Clause
- cc) Electronic Data and Internet Endorsement Clause
- dd) Political Risk Exclusion Clause
- ee) War and Terrorism Exclusion Endorsement
- ff) Absolute Asbestos Exclusion
- gg) Product Liability Exclusion
- hh) Cyber risk / Information technology hazard Exclusion
- ii) Full Nuclear Risk Exclusion
- jj) Industries, Seepage, Pollution and Contamination Exclusion
- kk) Transmission and distribution Lines Exclusion
- ll) Sanction Limitation and Exclusion Clause



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**72 HOURS/FLOOD/STORM CLAUSE**

"Loss of or damage to the insured property arising out during any one period of 72 consecutive hours caused by storm, tempest, flood shall be deemed a single event and therefore to constitute one occurrence with regard to excess as Specified"

**AUTOMATIC EXTENSION OF CONTRACT PERIOD**

It is hereby understood and agreed that the Insurers shall automatically extend the period of insurance under the Policy for 30 days from the expiry date of construction/erection period specified in the schedule if there is any delay in completion of the Contract subject to written notice to Insurer within 15 days from the commencement of each extension period, with additional premium and term to be agreed.

**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.

**COMPLETED PILES CLAUSE**

It is hereby agreed and understood that if the contract value of the completed piles is added to the Sum Insured under the Material Damage Section of this Policy, the Insurers will indemnify the Insured for loss of or damage to the completed piles at the site (according to the terms, conditions and exclusions or the attached Piling Construction) whilst held in care, custody or control of the Principal.

Provided that such loss or damage occurs only during the period of construction and not during the maintenance period.

Limit of Indemnity : Baht 5,000,000.- any one accident and in aggregate

Deductible : The first 10% of loss amount or minimum Baht 30,000.- whichever is higher for each and every loss



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**FAULTY DESIGN CLAUSE (Building and Civil Engineering Works)**

**1. INSURANCE COVER**

1.1 It is agreed and understood that Exclusion No.1 of the Material Damage Section (Building and Civil Engineering Works) of the Policy is deleted and replaced as follows:

"Loss or damage due to fault, defect, error, failure or omission in design, plans or specifications, but this Exclusion shall be limited to the structure or work directly affected and shall not extend to other structures, work or property lost or damaged as a consequence of such fault, defect, error, failure or omission;

provided always that

1.2 all 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 for this Endorsement is identical with the contract works period specified in the Schedule.

**3. SUM INSURED - ADDITIONAL PREMIUM**

3.1 The Sum Insured is identical with the estimated total value of the contract works specified in the Schedule.

3.2 The Additional Premium due is included in the Total Premium shown in the Schedule.

Limit of Indemnity : Baht 10,000,000.- any one occurrence and in aggregate

**COVER FOR TESTING OF MACHINERY AND INSTALLATIONS CLAUSE (MIR100)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one (or several) machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom shall cease whereas the cover shall continue for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section 1 of the Policy shall be deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;"

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.



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**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 a 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 clauses shall be deemed to increase the Insurers' liability beyond the limits of indemnity state 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. EXCLUSION 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 be one of the Insured

**3. PERIOD OF INSURANCE**

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

**4. LIMIT OF LIABILITY - ADDITIONAL PREMIUM**

- 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 Total Premium shown in the Schedule.



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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**ERRORS AND OMISSION CLAUSE**

This insurance shall not be invalidated by the Insured having omitted to stated any fact material to be known for estimating the risk or by any error in reporting values. In the event any error comes to the attention of the Insured, such fact shall be reported and premium adjusted in accordance with the revised values.

**ESCALATION CLAUSE**

If 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 of 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.

**EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY THE INSURED**

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, Section 1 of this Policy shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section 1.

The Insurers shall only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers shall only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers shall not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.



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**EXPEDITING COSTS CLAUSE**

(Extra charges for overtime work, night-work on public holidays and express freight including airfreight)

**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 and express-freight including airfreight

provided always that

- 1.2 such extra charges are incurred in connection with an identifiable 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 the limit of indemnity per event : 20% of Repair Costs of any damage and maximum Baht 10,000,000.- any one occurrence and in aggregate.
- 3.2 The Additional Premium is included in the Total Premium shown in the Schedule.



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**EXTENDED MAINTENANCE CLAUSE**

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, during the Maintenance Period specified in the Schedule and only when it is caused by

- 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
- 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 endorsements 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 total 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 change in such sum

**FIRE BRIGADE CHARGES CLAUSE**

The insurance afforded by this Policy extends to include charges raised by local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the premises.

Limit of Indemnity: Baht 5,000,000.- any one occurrence and in aggregate



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**FIRE FIGHTING EXPENSES CLAUSE**

The sum insured under this Policy extends to include :-

- A) Wages of the Insured's Employees engaged in fire fighting activities other than full time members of a works fire brigade.
- B) The cost of replenishment of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) and the cost of replacing or repairing materials or equipment used in extinguishing a fire unless otherwise specifically insured.
- C) All other costs and charged associated with the extinguishment or prevention of spread of fire or for providing temporary safety devices in consequence of damage or the threat of damage by fire or other perils hereby insured against.

Provided always that the liability of the Company in respect of such wages and costs, shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property.

Limit of Liability : Baht 5,000,000.- any one occurrence and in aggregate

**FIRE PREVENTION MEASURES CLAUSE**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the Insurers shall not be liable to indemnify the Insured in respect of any loss or damage directly or indirectly caused by fire and/or explosion,

- 1. if waste material, empty boxes, crates, waste wood, paper is not immediately removed from buildings and construction/erection works and stored at a safe distance and on the safe side of the site with regard to predominant wind direction
- 2. if alarm organisation, fire-fighting crew and fire-fighting equipment are not ready for action prior to any machinery equipment or interior furnishing being stored or installed in the bare structure of buildings or machine rooms
- 3. if hot work-such as welding, flame cutting and the like and use of open fire for the application of hot coating or for drying purposes etc.- is not specially guarded by at least one standby watchman who disposes of sufficient and immediately usable fire extinguishing capacity and who has a direct communication line to the fire alarm centre which is to be manned around the clock (24 hours).



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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**INLAND TRANSIT CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the insurance under this Policy is extended to cover loss 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 for the purpose of pursuing the contract works insured under this policy 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 subject to the limit of indemnity and excess stated hereunder :-

Limit of Indemnity	:	Baht 2,000,000.- any one occurrence and in aggregate
Excess	:	The first Baht 30,000.- each and every loss

**NOMINATED ADJUSTERS CLAUSE**

It is hereby declared and agreed that in the event of any loss covered by this policy, the amount of such loss shall be adjusted to the terms, and conditions of the Policy by the following firm of Adjusters :-

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

**OFF-SITE STORAGE CLAUSE**

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss of or damage to the insured property whilst being kept at location to be named.

Limit of Liability	:	Baht 5,000,000.- any one occurrence and in aggregate
Excess	:	Baht 30,000.- each and every loss

**PLAN AND DOCUMENTS CLAUSE**

It is agreed that this Policy is extended to cover loss of or damage to plan and documents subject to a limit of Baht 5,000,000.- any one occurrence and in aggregate.



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**RIOT AND STRIKE CLAUSE**

**1. INSURANCE COVER**

It is hereby agreed and declared that, notwithstanding anything contained in the Policy to the contrary, the insurance under this 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 act of any person taking part together with others in any disturbance of the public peace (Whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2.4. of the Special Exclusions of this Endorsement
- 1.2 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
- 1.3 the wilful act of any worker on strike or locked out carried out in furtherance of a strike or in resistance to a lock-out
- 1.4 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

- 1.5 all the Conditions of this Policy shall apply in all respects to the insurance granted by this extension 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
- 1.6 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

**SPECIAL CONDITIONS**

**2. SPECIAL EXCLUSIONS**

This insurance does not cover:

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



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PROVIDED nevertheless that the Insurers are not relieved under 1.2 and 1.3 above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession having a cause otherwise covered by the Policy

2.4 This insurance does not cover any loss or damage 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 warlike operations (whether war be declared or not) civil war

2.4.2 mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power

2.4.3 any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence

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 :

COMMENCING DATE : November 2, 2020.

#### 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-rate 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 of the Policy

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



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**SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
  - a) which have become misplaced or misaligned or jammed during their construction,
  - b) which are lost or abandoned or damaged during driving or extraction, or
  - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

**SUE AND LABOR CLAUSE**

The sum insured extends to include reasonable expenses incurred by the Insured in their efforts to recover safeguard or preserve the property insured, to minimize any loss insured thereunder; or to prosecute in its own name any claim for indemnity or damages or otherwise in respect of such loss provided Company has consented to such action.

Limit of Liability : Baht 5,000,000.- any one occurrence and in aggregate

**TEMPORARY PROTECTION CLAUSE**

This Policy Extends to Cover Costs and Expenses Incurred by or on behalf of any of the insured anywhere the Territorial Limits Mentioned in the Schedule in the Purchasing and/or Hiring and in the Erection and Dismantling of Hoardings, 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, Provided that the Indemnity

Afforded by this Clause shall only apply where the Requirement to provide protection as Aforesaid occurs as a result of the Operation of any peril or Eventuality hereby against.

The Limit of Liability under this clause shall in no case exceed Baht 5,000,000.- any one occurrence and in aggregate



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**SUBROGATION WAIVER CLAUSE**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary,  
In the event of a claim arising under this Policy, the Company agrees to waive any rights, remedies or relief to which they  
may become legally entitled by subrogation against:-

- (a) Any company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to the Insured.
- (b) Any company which is a subsidiary of a Parent Company of which the Insured are themselves a subsidiary.

All other terms and conditions remain unchanged.

**COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD**

It is agreed and understood that otherwise subject to the terms, exclusions provisions and conditions contained in the Policy  
or endorsed thereon, this Insurance shall be extended for the maintenance period specified in the Schedule to cover Insured's  
legal liability consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not)
- b) accidental loss of or damage to property belonging to third parties occurring in direct connection with the maintenance  
work of the Contractor (s) and happening on or in the immediate vicinity of the site in the course of the operations carried out  
for the purpose of complying with the obligations under the maintenance provisions of the contract.



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**SUDDEN AND ACCIDENTAL POLLUTION CLAUSE**

Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured against their legal liability for third party bodily injury or for damage to third party property (as defined) arising through or in connection with or caused by seepage or pollution which results from :-

- (i) a sudden, identifiable, unintended and unexpected incident and
- (ii) such incident takes place in its entirety at a specific and identified time and place during the
- (iii) Period of Insurance.

Provided that :

- (i) all pollution which arises out of any one incident shall be deemed to have happened at the time such incident takes place;
- (ii) the Insurer shall not indemnify the Insured under this clause against any liability in respect of pollution happening anywhere in the United States of America or Canada;
- (iii) nothing in this clause shall increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity as stated in the Schedule.

**TOOL OF TRADE CLAUSE**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover any accidental liability to third party arising from the use of road registered mobile plant at the site as a tool of trade which is the property of the contractor and their sub contractors but only in respect of such liability not to be insured under any other policy of insurance.

Limit of Liability : Baht 5,000,000.- any one occurrence and in aggregate



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INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith;

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.



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**PROPERTY**

**ELECTRONIC DATA AND INTERNET ENDORSEMENT**

It is noted and agreed that this policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from :

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2 or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.



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POLITICAL DEMONSTRATION AND MOTIVE EXCLUSION

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:-

- a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
- b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

Provide that the company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this policy .

- c) the destruction of property by order of any public authority.



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**TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001



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**ABSOLUTE ASBESTOS EXCLUSION**

It is hereby understood and agreed that this policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

**SANCTION LIMITATION AND EXCLUSION CLAUS**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United State of America.

**CYBER RISK EXCLUSION**

This Policy does not apply to and specifically excludes losses of any kind directly or indirectly caused by, arising from or consisting of, in whole or in part:

a) the use or misuse of the Internet or similar facilities;

Internet means the worldwide public network of computers as it currently exists or may be manifested in the future, including the Internet, an intranet, an extranet or a virtual private network.

b) The electronic transmission of data or other information;

c) Any malicious code, computer virus or similar problem;

d) The use or misuse of any Internet address, Website, computer system, network of computers or similar facility;

e) Any data or other information posted on a Website, Internet, intranet, local area network, virtual private network or similar facility;

f) Any loss/damage of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by a peril covered hereon);

g) The functioning or malfunctioning of the Internet, intranet, local area network, virtual private network or similar facility, or of any Internet address, Website or similar facility (unless such malfunctioning is caused by a peril covered hereon); or



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Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

**FULL NUCLEAR EXCLUSION**

- i) Nuclear Energy Risks in accordance with the nuclear Energy Exclusion Clause NMA and;
- ii) Any other liability, loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause not contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense arises under insurances or reinsurances expressly exempted from NMA 1975a in respect of which the Reinsured has specifically granted cover.

**INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for :-

- (1) Personal Injury or Bodily Injury or loss of damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached.