

ภาคผนวกที่ 6
กรมธรรม์ประกันภัย

COPY



CONTRACT WORKS INSURANCE POLICY NO. CAR 34310884-20NBK

Whereas the Insured named in the Schedule hereto has made to the

Southeast Insurance Public Co., Ltd.

(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.

ได้รับต้นฉบับหนังสือนี้ไว้แล้ว	
ผู้รับ.....	✓ คน
วันที่.....	1 16.3.67.....

ส่งมอบ 2 10/8

(ฉบับสัญญา + คอปีย)

- 17/9/67 1 10/8 (คอปีย)

SCHEDULE
Policy No. CAR 34310884-20NBK

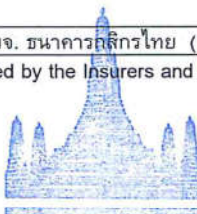
Insured : บริษัท สุภาลัย จำกัด (มหาชน) ในฐานะเจ้าของโครงการ และ/หรือ ผู้รับเหมาหลัก และ/หรือ ผู้ว่าจ้าง และ/หรือ บริษัทรับเหมาอื่นๆ และ/หรือ ผู้รับเหมาช่วงอื่นๆ และ/หรือ ผู้จัดหาหรือผู้จัดส่งวัสดุ อุปกรณ์ ก่อสร้าง/ติดตั้ง และ/หรือ บริษัทที่ปรึกษาโครงการ และ/หรือ อื่นๆ ที่เกี่ยวข้องในสัญญา

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	Not covered		
3	Construction Machinery and stationary plant	"		
4	Clearance of Debris (Limit of Indemnity)	As per attachment		
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	As per attachment		
	10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage	"		
	11 any other cause	"		
2	Construction Machinery in respect of each and every occurrence for loss or damage arising out of	N/A		
	20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage	N/A		
	21 any other cause	N/A		
Section II Machinery Erection		Sum Insured		
1	Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection	As per attachment		
2	Erection Machinery and Tools	Not covered		
3	Clearance of Debris	As per attachment		
Total Sum Insured		"		
Excesses				
1	Property to be erected : in respect of each and every occurrence	As per attachment		
	10 during erection	"		
	11 during testing	"		
2	Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arising out of any cause	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 Baht 50,000,000.- and any one accident or occurrence Baht 50,000,000.-	
	10 for bodily injury			
	11 for property damage			
2	Total limit of indemnity under this Policy			
Excesses				
In respect of each and occurrence for				
	10 bodily injury/death	NIL		
	11 loss of or damage to property	As per attachment		
Period of Insurance (31 months) Including 4 weeks testing & commissioning				
Section I	} 01/02/2020 – 01/09/2022	plus24.....month/s maintenance		
Section II				
Section III				
Premium				
Section I	} Baht 619,848.00	Stamp Duty Baht 2,480.00	VAT Baht 43,562.96	Total Baht 665,890.96
Section II				
Section III				
0 Agent 0 Broker บมจ. ธนาคารกรุงไทย (10116275) 0 License No. 200002/2547				

In Witness whereof the Undersigned being duly authorized by the Insurers and on behalf of the Insurers has/have here unto set his/their hand (s).
 This 20th day of February 2020



Director


 บริษัท อากเนย์ประกันภัย จำกัด (มหาชน)
 SOUTHEAST INSURANCE PUBLIC COMPANY LIMITED
 ๓๑๕ อาคารอากเนย์ ถนนสีลม แขวงสีลม เขตบางรัก กรุงเทพมหานคร ๑๐๕๐๐

Director

Co-Insurance as per attached

Authorized Signature

ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

ผู้เอาประกันภัย : บริษัท สุภาลัย จำกัด (มหาชน) ในฐานะเจ้าของโครงการ และ/หรือ ผู้รับเหมาหลัก และ/หรือ ผู้ว่าจ้าง และ/หรือ บริษัทรับเหมาอื่นๆ และ/หรือ ผู้รับเหมาช่วงอื่นๆ และ/หรือ ผู้จัดหาหรือผู้จัดส่งวัสดุ อุปกรณ์ก่อสร้าง/ติดตั้ง และ/หรือ บริษัทที่ปรึกษาโครงการ และ/หรือ อื่นๆ ที่เกี่ยวข้องในสัญญา

เงื่อนไขการประกันภัยร่วม

เป็นที่ประกาศและตกลงกันว่าการประกันภัยภายใต้กรมธรรม์ประกันภัยฉบับนี้เป็นการรับประกันภัยร่วมกันโดย แต่ละบริษัทจะรับผิดชอบสูงสุดไม่เกินสัดส่วนที่แต่ละบริษัทรับประกันภัยร่วมกันไว้ซึ่งได้ลงลายมือชื่อผู้มีอำนาจกระทำการแทนบริษัท และประทับตราของบริษัทไว้เป็นสำคัญ

ผู้รับประกันภัยร่วม

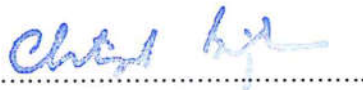
สัดส่วน

เลขที่อ้างอิง

บริษัท อากเนย์ประกันภัย จำกัด (มหาชน)

60%

CAR 34310884-20NBK





กรรมการ

กรรมการ

ผู้รับมอบอำนาจ

บริษัทรับประกันภัย

บริษัทรับประกันภัย	สัดส่วน	ทุนประกันภัย	เบี้ยประกันภัย	อากรแสตมป์	ภาษีมูลค่าเพิ่ม	รวม
บริษัท อากเนย์ประกันภัย จำกัด (มหาชน)	60%	575,195,876.00	371,909.00	1,488.00	26,137.79	399,534.79
บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)	40%	383,463,916.00	247,939.00	992.00	17,425.17	266,356.17
รวม	100%	958,659,792.00	619,848.00	2,480.00	43,562.96	665,890.96

ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

ผู้เอาประกันภัย : บริษัท สุภาลัย จำกัด (มหาชน) ในฐานะเจ้าของโครงการ และ/หรือ ผู้รับเหมาหลัก และ/หรือ
ผู้ว่าจ้าง และ/หรือ บริษัทรับเหมาอื่นๆ และ/หรือ ผู้รับเหมาช่วงอื่นๆ และ/หรือ
ผู้จัดหาหรือผู้จัดส่งวัสดุ อุปกรณ์ก่อสร้าง/ติดตั้ง และ/หรือ บริษัทที่ปรึกษาโครงการ และ/หรือ
อื่นๆ ที่เกี่ยวข้องในสัญญา

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บริษัทจะรับผิดชอบสูงสุดไม่เกินสัดส่วนที่แต่ละบริษัทรับประกันภัยร่วมกันไว้ซึ่งได้ลงลายมือชื่อผู้มีอำนาจกระทำการ
แทนบริษัท และประทับตราของบริษัทไว้เป็นสำคัญ

ผู้รับประกันภัยร่วม

สัดส่วน

เลขที่อ้างอิง

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)

40%

EC009726-20NBK



กรรมการ

100.00

กรรมการ

Signature of the authorized person.

ผู้รับมอบอำนาจ

บริษัทรับประกันภัย

บริษัทรับประกันภัย	สัดส่วน	ทุนประกันภัย	เบี้ยประกันภัย	อากรแสตมป์	ภาษีมูลค่าเพิ่ม	รวม
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- ชื่อโครงการ** : ปาร์ค สถานีแยกไฟฉาย
- สถานที่ปฏิบัติงานตามสัญญา** : ถนนจรัญสนิทวงศ์
- ลักษณะงานตามสัญญา** : ก่อสร้างอาคาร สูง 22 ชั้น 2 อาคาร รวมถึงงานเข็ม งานสถาปัตยกรรม Post-tension งานระบบที่เกี่ยวข้อง เช่น งานระบบไฟฟ้า งานระบบสื่อสาร งานระบบสุขาภิบาล งานป้องกันอัคคีภัย งานระบบปรับอากาศ งานระบายอากาศ งานระบบลิฟต์ งานกระจุก งานอลูมิเนียม งานตกแต่ง รวมวัสดุก่อสร้าง และงานอื่นๆ ที่เกี่ยวข้องในสัญญา
- ระยะเวลาเอาประกันภัย** : เริ่มวันที่ 1 กุมภาพันธ์ 2563 ถึงสุดวันที่ 1 กันยายน 2565 (31 เดือน)
รวมระยะเวลาการทดสอบการทำงานของระบบไม่เกิน 4 สัปดาห์
บวกระยะเวลาบำรุงรักษา 24 เดือน
- ความคุ้มครอง** : หมวดที่ 1 งานก่อสร้างอาคารและงานวิศวกรรมโยธา
หมวดที่ 2 งานติดตั้งเครื่องจักรและงานระบบต่างๆ
คุ้มครองภัยทุกชนิด (All Risks) สำหรับงานตามสัญญา รวมถึงงานติดตั้งระบบต่างๆ งานถาวรและชั่วคราว รวมทั้งบรรดาวัสดุที่ใช้ในการก่อสร้างหรือถึงของต่างๆ ซึ่งอาจได้รับความเสียหายหรือสูญเสีย อันเกิดจากอุบัติเหตุหรือเหตุอื่นใดที่มีโอกาสคาดการณ์ล่วงหน้าได้และมีได้ถูกระบุไว้ในกรมธรรม์ฉบับนี้

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ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

จำนวนเงินจำกัดความคุ้มครอง

- ภัยน้ำท่วม คุ้มครองไม่เกิน 100,000,000.- บาทต่ออุบัติเหตุแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย
- ภัยจากลมพายุ, ภัยจากแผ่นดินไหว ภูเขาไฟระเบิด หรือคลื่นใต้น้ำ หรือสึนามิ, ภัยจากลูกเห็บ คุ้มครองเต็มทุนประกันภัย

หมวดที่ 3 ความรับผิดชอบบุคคลภายนอก

ความรับผิดชอบตามกฎหมายของผู้เอาประกันภัยที่ต้องชำระเป็นค่าชดเชยเพื่อ

- 1) การบาดเจ็บต่อร่างกายหรือการเจ็บป่วย อันเนื่องมาจากอุบัติเหตุ
- 2) การสูญเสียหรือเสียหายต่อทรัพย์สิน อันเนื่องมาจากอุบัติเหตุ
- 3) ค่าใช้จ่ายในการต่อสู้คดี

จากการดำเนินการตามสัญญาว่าจ้างและเกิดขึ้นในหรือบริเวณใกล้เคียงสถานที่ปฏิบัติงานในระหว่างระยะเวลาการประกันภัย

จำนวนเงินเอาประกันภัย

: หมวดที่ 1 งานก่อสร้างอาคารและงานวิศวกรรมโยธา

งานก่อสร้างตามสัญญา	944,710,000.- บาท
ทรัพย์สินเดิมของผู้ว่าจ้าง	13,949,792.- บาท
รวมทุนประกันภัย	958,659,792.- บาท

หมวดที่ 2 งานติดตั้งเครื่องจักรและงานระบบต่างๆ

เครื่องจักรและอุปกรณ์ที่จะต้องทำการติดตั้งตามสัญญารับเหมา รวมถึงค่าระวางขนส่ง ค่าภาษีศุลกากร ค่าธรรมเนียมต่างๆ ตลอดจนค่าใช้จ่ายในการติดตั้ง

- รวมอยู่ในหมวดที่ 1



ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

หมวดที่ 3 ความรับผิดชอบบุคคลภายนอก

รวมวงเงินจำกัดค่าสินไหมทดแทนความเสียหายเนื่องจากอุบัติเหตุแต่ละครั้ง หรืออุบัติเหตุต่อเนื่องซึ่งเกิดจากเหตุการณ์เดียวกัน สำหรับการบาดเจ็บทางร่างกายและความเสียหายต่อทรัพย์สิน ไม่เกิน 100,000,000.- บาทต่อครั้งและตลอดระยะเวลาเอาประกันภัย

ความรับผิดชอบส่วนแรกของ : **หมวดที่ 1 งานก่อสร้างอาคารและงานวิศวกรรมโยธา**

ผู้เอาประกันต่ออุบัติเหตุแต่ละครั้ง
และทุกครั้ง

หมวดที่ 2 งานติดตั้งเครื่องจักรและงานระบบต่างๆ

- 10% ของความเสียหาย หรือขั้นต่ำ 30,000.- บาทแล้วแต่จำนวนใดจะมากกว่าต่ออุบัติเหตุแต่ละครั้งและทุกครั้ง สำหรับภัยแผ่นดินไหว หรือภูเขาไฟระเบิด หรือคลื่นใต้น้ำ หรือสึนามิ, ภัยจากลมพายุ
- 10% ของความเสียหาย หรือขั้นต่ำ 50,000.- บาทแล้วแต่จำนวนใดจะมากกว่าต่ออุบัติเหตุแต่ละครั้งและทุกครั้ง สำหรับภัยน้ำท่วม, ความเสียหายจากการติดตั้งและการทดสอบระบบ, ความเสียหายจากระยะเวลาบำรุงรักษา, ดินทรุด, ดินทลายเลื่อน, การพังทลาย, การโจรกรรม, ภัยเนื่องจากน้ำ และความเสียหายต่อทรัพย์สินเดิมของผู้ว่าจ้าง
- 50,000.- บาทต่ออุบัติเหตุแต่ละครั้งและทุกครั้ง สำหรับภัยอื่นๆ

หมวดที่ 3 ความรับผิดชอบบุคคลภายนอก

- ไม่เรียกเก็บ สำหรับการบาดเจ็บทางร่างกายหรือเสียชีวิต
- 50,000.- บาทต่ออุบัติเหตุแต่ละครั้งและทุกครั้ง
สำหรับความเสียหายต่อทรัพย์สิน
- 10% ของความเสียหาย หรือขั้นต่ำ 100,000.- บาทแล้วแต่จำนวนใดจะมากกว่าต่ออุบัติเหตุแต่ละครั้งและทุกครั้ง สำหรับความเสียหายจากแรงสั่นสะเทือน, การเลื่อนตัวของดินหรือการอ่อนตัวของสิ่งค้ำยัน, ทรัพย์สินเดิมที่อยู่ใต้ดิน



ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

- เงื่อนไขพิเศษ :
1. การขยายระยะเวลาคุ้มครองอัตโนมัติ 3 เดือน โดยคิดค่าเบี้ยประกันภัยเพิ่มขึ้นตามแต่ละตกลง
(3 months Automatic Extension of Period of Insurance, rate & term to be agreed)
 2. การกำหนดแต่งตั้งผู้ประเมินสินไหมทดแทน
(Approved / Nominated Loss Adjusters : Cunningham, GATS, Crawford)
 3. เงื่อนไขว่าด้วยค่าใช้จ่ายด้านสถาปัตย์, การสำรวจภัยและที่ปรึกษา ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย
(Architects', surveyors' and consulting fees)
 4. การคงไว้ซึ่งจำนวนเงินเอาประกันภัยหลังจากเกิดอุบัติเหตุโดยเรียกเก็บค่าเบี้ยประกันภัยเพิ่ม
(Automatic Reinstatement of Sum Insured)
 5. เงื่อนไขว่าด้วยความคุ้มครองความเสียหายในช่วงการหยุดงานก่อสร้างตามภัยที่คุ้มครอง ภายในระยะเวลา 60 วัน
(Cessation of works clause)
 6. คุ้มครองความสูญหายหรือเสียหายของทรัพย์สินที่มีผลสืบเนื่องมาจากการออกแบบผิดพลาดบกพร่อง ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย
Consequences of Faulty Design (DE.3)
 7. เงื่อนไขว่าด้วยความรับผิดชอบระหว่างผู้รับเหมาในกรณีที่มีความเสียหายเกิดขึ้นจากผู้รับเหมารายอื่นในโครงการ โดยผู้รับเหมาแต่ละฝ่ายจะถือเสมือนหนึ่งว่าเป็นผู้เอาประกันภัยเอง
(Cross Liability)
 8. เงื่อนไขการเปลี่ยนแปลงมูลค่าเอาประกันที่สูงมูลค่าที่ระบุไว้ ไม่เกิน 20% ของทุนประกัน
(Escalation 20%)
 9. เงื่อนไขค่าใช้จ่ายในกรณีเร่งซ่อมแซม รวมถึงค่าขนส่งทางอากาศ ไม่เกิน 20% ของค่าซ่อมแซมปกติ
(Expediting Expenses 20%)

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ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

10. เงื่อนไขว่าด้วยการขยายระยะเวลาความคุ้มครองช่วงระยะเวลาบำรุงรักษา 24 เดือน (Extended Maintenance)
11. เงื่อนไขว่าด้วยค่าใช้จ่ายในการดับเพลิงและบรรเทาภัย ไม่เกิน 100,000,000.- บาท ต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย (Extinguishment and Mitigation Expenses)
12. เงื่อนไขว่าด้วยค่าใช้จ่ายต่างๆ ของเจ้าหน้าที่ผจญการดับเพลิง ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย (Fire Brigade Charges Clause)
13. เงื่อนไขการแจ้งความเสียหายภายใน 45 วัน (Loss notification)
14. เงื่อนไขขยายความคุ้มครองถึงความเสียหายของวัสดุหรืออุปกรณ์ในระหว่างขนส่งทางบก ไม่เกิน 100,000,000.- บาทต่อครั้งและตลอดระยะเวลาเอาประกันภัย (Inland Transit (All Risk) including Loading & Unloading)
15. เงื่อนไขขยายความคุ้มครองความเสียหายต่องานก่อสร้างที่ได้มีการส่งมอบหรือมีการใช้งานไปแล้วบางส่วนและเกิดขึ้นในระยะเวลาประกันภัยที่มีผลบังคับอยู่ (Insured Contract Work taken over or put into use clause)
(Excluding Commercial Operation)
16. เงื่อนไขขยายความคุ้มครองการสูญหายหรือเสียหายของทรัพย์สินของผู้เอาประกันภัย ในขณะที่ทรัพย์สินอยู่ในโกดังชั่วคราวที่จะรอส่งมอบไปยังสถานที่ก่อสร้างภายในอาณาเขตประเทศไทย ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย (Off Site Storage)
17. เงื่อนไขขยายความคุ้มครองการสูญหายหรือเสียหายต่อสำนักงานชั่วคราวของผู้เอาประกันภัย รวมถึงอุปกรณ์เครื่องใช้สำนักงานที่อยู่ภายในสำนักงาน ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย (Temporary Office & Equipment)

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ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

18. เงื่อนไขพิเศษให้ถือว่าตัวแทนของผู้ว่าจ้างและพนักงานของเจ้าของโครงการถือเป็นบุคคลภายนอก
(Principal's Employees and Representatives)
19. เงื่อนไขขยายความคุ้มครองถึงความเสียหายต่อแบบแปลน แผนผัง ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย
(Plans and documents)
20. การขนย้ายซากทรัพย์ ไม่เกิน 100,000,000.- บาทต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Removal of Debris)
21. เงื่อนไขการจลาจลและการนัดหยุดงาน
(ขกเว้นการกระทำเพื่อผลทางการเมือง ศาสนา หรือลัทธินิยม)
(Riot & Strike)
22. เงื่อนไขค่าใช้จ่ายในการบรรเทาภัยโดยลูกจ้างและบริวารของผู้เอาประกันภัย ไม่เกิน 100,000,000.- บาทต่อความเสียหายต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Sue and Labor Clause)
23. เงื่อนไขว่าด้วยการสร้างระบบการป้องกันชั่วคราว ไม่เกิน 100,000,000.- บาทต่อความเสียหายต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Temporary protection clause)
24. เงื่อนไขขยายความคุ้มครองความรับผิดชอบต่อบุคคลภายนอกที่เกิดระหว่างช่วงระยะเวลาบำรุงรักษา 24 เดือน
(Third party liability during maintenance period clause)
25. เงื่อนไขว่าด้วยการขยายความคุ้มครองความเสียหายของเคเบิล ท่อใต้ดินที่มีอยู่เดิม ไม่เกิน 100,000,000.- บาทต่อความเสียหายต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Underground cables, pipes and other facilities)



ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

26. เงื่อนไขขยายความคุ้มครองความเสียหายต่อบุคคลภายนอกจากการใช้งานของเครื่องมือที่ใช้ในการก่อสร้างกรณีที่เครื่องมือเหล่านั้นไม่ได้ทำประกันภัยไว้กับกรมธรรม์อื่น ไม่เกิน 100,000,000.- บาทต่อความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย
(Tool of Trade Clause)
27. เงื่อนไขความคุ้มครองความเสียหายต่ออาคารของบุคคลภายนอกหากมีการพังทลายหรือมีผลต่อโครงสร้างหลังของตัวอาคาร ซึ่งอาจเป็นอันตรายต่อผู้ใช้หรือผู้อยู่อาศัย อันเป็นผลมาจากการสั่นสะเทือน หรือการเคลื่อนตัว หรือการอ่อนตัวของสิ่งค้ำยัน ไม่เกิน 100,000,000.- บาทต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Vibration, Removal or Weakening of Support)
28. การสละสิทธิการรับช่วงสิทธิในการเรียกร้องค่าสินไหมทดแทนต่อบริษัทแม่หรือบริษัทในเครือของผู้เอาประกันภัย
(Waiver of Subrogation against parents and subsidiaries companies of the insured)
29. เงื่อนไขคุ้มครองความเสียหายต่อเนื่องของบุคคลภายนอก ไม่เกิน 100,000,000.- บาทต่อความเสียหายต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Consequential Loss to Third Party)
30. เงื่อนไขว่าด้วยการจ่ายค่าสินไหมทดแทนบางส่วน
(Payment on Account)
31. เงื่อนไขว่าด้วยการผิดข้อรับรอง
(Breach of Conditions)
32. เงื่อนไขว่าด้วยคำสั่งเจ้าหน้าที่หรือพนักงานผู้มีอำนาจตามกฎหมาย
(Public Authorities)
33. เงื่อนไขว่าด้วยการเคลื่อนย้ายทรัพย์สินชั่วคราว ไม่เกิน 100,000,000.- บาทต่อความเสียหายต่อครั้งและตลอดระยะเวลาเอาประกันภัย
(Temporary Removal)
34. เงื่อนไขเกี่ยวกับคำนิยามของการเกิดความเสียหาย / ช่วงเวลา
(Hour Clause (SR 460))



ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK**ข้อยกเว้น**

- : 1. War and Terrorism Exclusion
2. Electronic Data and Internet Exclusion
3. Sanction Limitation and Exclusion
4. Nuclear Energy Risk Exclusion
5. Seepage, Pollution and Contamination Exclusion
6. Total Asbestos Exclusion
7. Professional Liability Exclusion
8. Radioactive Exclusion

ข้อรับรอง

- : 1. The contractor must provide safety measures to prevent loss or damage to third party i.e. perimeter fence around the construction site, warning sign and lighting at night time.
2. Fire Fighting Facility and Fire Safety on Construction site (MR 112)
3. Fire Prevention Measure
4. Safety Measure with respect to precipitation, Flood and inundation (MR 110)
5. Prevention of unauthorized Third Party's access to the construction site
6. Hot Work Permit
7. Safety Net Warranty

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ATTACHING TO AND FORMING A PART OF POLICY NO. CAR 34310884-20NBK

ผู้รับประกันภัย : - ในกรณีค่าสินไหม ไม่เกิน 1,000,000.- บาท
ผู้รับประกันภัย คือ บริษัท สุภาลัย จำกัด (มหาชน)
- ในกรณีค่าสินไหม เกิน 1,000,000.- บาท
ผู้รับประกันภัย คือ ธนาคารกรุงไทย จำกัด (มหาชน) ตามภาระผูกพัน

บริษัทรับประกันภัย

บริษัทรับประกันภัย	สัดส่วน	ทุนประกันภัย	เบี้ยประกันภัย	อากรแสตมป์	ภาษีมูลค่าเพิ่ม	รวม
บริษัท อากเนย์ประกันภัย จำกัด (มหาชน)	60%	575,195,876.00	371,909.00	1,488.00	26,137.79	399,534.79
บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)	40%	383,463,916.00	247,939.00	992.00	17,425.17	266,356.17
รวม	100%	958,659,792.00	619,848.00	2,480.00	43,562.96	665,890.96

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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 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 minimize 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 send 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.

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 right of 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 If there is any difference, dispute or demand under this Policy between any claimant and the Company, in which case the claimant wishes to refer the matter to arbitration, the Company will agree to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.
- 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 by admitted by endorsement signed by and on behalf 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 EXCLUSIONS

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;
- 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.



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.

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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.

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.



EXPEDITION 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.

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

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.

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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.

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.

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 (ALL RISKS) INCLUDED LOADING AND UNLOADING

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 I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site included loading and unloading other than on waterways or by air within the territorial limits of Thailand.

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.



CONTRACT 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.

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 **THB 100,000,000.-** 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 1 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 note 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

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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.

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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.

THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD CLAUSE (24 MONTHS)

It is hereby declared and agreed that the indemnity provided by Section III of the policy - Third Party Liability extends to include legal liability of the contractors and/or sub-contractors to third party while carrying out duties in relation to the maintenance agreement during the maintenance period specified in the schedule.

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



UNDERGROUND PROPERTY OF THIRD PARTY

Notwithstanding the condition, provisions and other endorsements of the policy, it is understood and agreed that the following special condition shall apply :

The Insurers shall not be liable under the policy to indemnify loss of or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works;

- The Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes
- The Insured had traced their existence and indicated location

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

The Limit of Liability under this extension shall in no case exceed **THB 100,000,000.-** any one occurrence and in aggregate.

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

TOOL OF TRADE - PLANT CLAUSE

It is hereby declared and agreed that in respect of Section III Third Party Liability is extended to include cover for third party liability arising from the use of road registered mobile plant on the site as a tool of trade which is the property of the contractor or their sub-contractors but only in respect of such liability not insured under any other policy of insurance.

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.



VIBRATION OR REMOVAL OR WEAKENING OF SUPPORT (MR 120)

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 3 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that :

- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

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.

WAIVER OF SUBROGATION RIGHT CLAUSE (EXCLUDING OEM & SUPPLIERS)

The Insurers agree to waive any rights and remedies and relief to which they may become entitled by subrogation against any corporation or organization (including their directors, officers, employees or servants) in which the Insured named in the Schedule of the Policy has an interest.

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



CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

It is agreed and understood that the coverage under Section III (excludes the existing completed principal's property) of this Policy is extended to include consequential loss due to the physical damage directly caused by the performance of the contract insured by this Policy.

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.

CLAIM PAYMENT ON ACCOUNT CONDITION CLAUSE

It is hereby declared and agreed that progress payments on account of any loss recoverable under this Policy shall be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an Interim payment/receipt by the Loss Adjuster (if appointed) provided that such payments are deducted from the finally agreed claim settlement figures.

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

BREACH OF CONDITION AND WARRANTY CLAUSE

It is hereby declared and agreed that a breach of Policy condition or warranty by one insured party shall not prejudice the rights of any other insured party under the Policy.

PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy relating to "Buildings" and "Machinery" extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance or with By-Laws of any Municipal or Local Authority provided that :

- 1) The amount recoverable under this Extension shall not include:
 - a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws :
 - i) in respect of destruction or damage occurring prior to the granting of this Extension.
 - ii) in respect of destruction or damage not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - iv) in respect of undamaged property or undamaged portions of property



- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- 3) If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
- 5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

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

TEMPORARY REMOVAL CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, Subject to the following provisions, the property insured by this policy is covered whilst removed and/or temporarily removed elsewhere on the same or to any premises other than those stated in the policy. The amount recoverable under this extension shall not exceed 10% of the amount insured in respect of each item under this policy provided always that the insured shall inform the Company within 7 days of such removal of the insured property.

This extension does not apply for the removal of :

- a) the insured property to the premises of the Insured's customer
- b) the insured property whilst in transit

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.



HOURS CLAUSE (SR 460)

- 1) For the purposes of this agreement, an event shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area.

Such cause is understood to be the peril which directly occasions the losses or where there are several perils which, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

For example, as long as they are covered by this agreement, losses occasioned by the perils set out below at letters a) to f) shall constitute single events :

- a) storm due to an atmospheric disturbance usually so designated by a meteorological institute,
 - b) hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance,
 - c) earthquake, tsunami, volcanic eruption,
 - d) flood by one and the same instance of high water which may have more than one peak and which may occur in one or more bodies of water;
 - e) conflagration
 - f) strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village
- 2) If the number of events cannot be determined according to paragraph 1, the following hours clause is then applied. An event shall thus encompass a continuous period of time starting with the occurrence of the insured's first individual loss and lasting
- 24 hours for perils mentioned under 1 (b)
 - 72 hours for perils mentioned under 1 (a), (e) and (f)
 - 504 hours for perils mentioned under 1 (d)
 - 168 hours for perils mentioned under 1 (c) as well as those perils not referred to in paragraph 1 but covered by this policy

In the case of differing perils which are not connected to each other by an unbroken chain of causation, the applicable number of hours corresponds to those of the peril which has caused the largest amount of damages.

- 3) In the case of more than one event, if it is impossible to allocate any losses, the insured shall allocate them to the event whose cause is most likely to have occasioned them.
- 4) In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognized organization.

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

บริษัท อากเนย์ประกันภัย จำกัด (มหาชน) 315 อาคารอากเนย์ ชั้น G-7 ถนนสีลม แขวงสีลม เขตบางรัก กรุงเทพมหานคร 10500
Southeast Insurance Public Company Limited 315 Southeast Bldg., G-7 Fl., Silom Rd., Silom, Bangrak, Bangkok 10500
T. 0 2631 1311 F. 0 2297 7409 www.seic.co.th
เลขทะเบียนการค้า / เลขประจำตัวผู้เสียภาษี Registration No. / Tax ID No. 010755500392

ศูนย์บริการลูกค้า โทร. 1726
จันทร์ - ศุกร์ 08.30 น. - 17.00 น.
[ยกเว้นวันหยุดนักขัตฤกษ์]



WAR AND 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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 organisation(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 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

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



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 from a Defined Peril. Defined Peril shall mean : Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

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

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement forms part of this policy.

It is hereby agreed and declared that notwithstanding anything contained in the Policy or Endorsement to the contrary,

This Policy shall not cover any claim, payment of 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

The agreement under this endorsement shall be subject to the same exclusions, general conditions and other statements as contained in this policy, unless otherwise amended, changed, appended within this endorsement.

Remark : This endorsement shall not be enforced if the Insured has not acknowledged the limitation and exclusion given in this endorsement when the contract is entered into; and the Company shall provide evidence of the Insured's acknowledgement to the Registrar upon requested.



FULL NUCLEAR EXCLUSION (NMA 1975)

- i) Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975(a) 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 expressly exempted from NMA 1975(a) in respect of which the Insurer has specifically granted cover.

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

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE (NMA 1685)

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.
4. 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.

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



TOTAL ASBESTOS EXCLUSION CLAUSE

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

All Claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or anyway involving :

- a. asbestos, or
- b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

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

PROFESSIONAL LIABILITY EXCLUSION

It is understood and agreed that this insurance policy shall not apply as respects liability arising out of any negligent act, error or omission, malpractice or mistake of a professional nature committed by or alleged to have been committed by or on behalf of any Insured in the conduct of the Insured's business, including but not limited to preparation of designs, plans, maps, blueprints or device given by representatives of any Insured.

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

RADIOACTIVE EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :

- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (2) the radioactive, toxic, explosion or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof Physical damage to the substance of the property shall not include damage to the data or
- (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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



SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES (MR 112)

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 only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;

2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;
3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shaft, service duct and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;

4. waste materials is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
5. a "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limit to

- grinding, cutting or welding operations,
- use of below lamps and torches,
- application of hot bitumen,

or any other heat-producing operation.

"hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished;

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m. apart or separated by fire-proof walls.

All flammable materials material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;



7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. the site is fenced off and access controlled.

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 coatings 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).

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**SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO
PRECIPITATION, FLOOD AND INUNDATION (MR 110)**

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 only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood and inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

**PREVENTION OF UNAUTHORIZED THIRD PARTY'S ACCESS TO THE CONSTRUCTION SITE
CLAUSE**

The insured shall have appropriate measures to prevent site access from unauthorized person by :

1. Providing fence to fully surround the site and allow only one access point, with barricade, at the site
2. Providing security guards or officer at the access point for checking access permit of authorized person and for controlling access of vehicle to the site.



HOT WORKS PERMIT WARRANTY

Warranted that weldings and other hot work should only be carried out in areas where appropriate precautions have been taken including:

- 1) Prior inspection of the area by supervisor or engineer and removal of all combustible material
- 2) Provision of non combustible screens around immovable combustible or vulnerable items
- 3) Provision of appropriate fire fighting equipment such as at least two full fire extinguishers and a competent employee, trained in their use, standing by to use them
- 4) Where hot work is within 5 m. of public roadway a safety area of the roadway should be condoned off and patrolled by a member of the security staff to prevent injury to pedestrians
- 5) All hot work areas should be manned and inspected for a period (including meal breaks) of at least 45 minutes after the completion of hot work operations

Breach of this warranty will result in the policy being null & void and no claim shall be payable.

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

WARRANTY FOR PROTECT WALL / GATE / FENCE / NET / SAFETY NET / SHELTER /**PLASTIC CANVAS**

Protection net and shelter will be provided by the contractor to cover the whole building during construction period.

