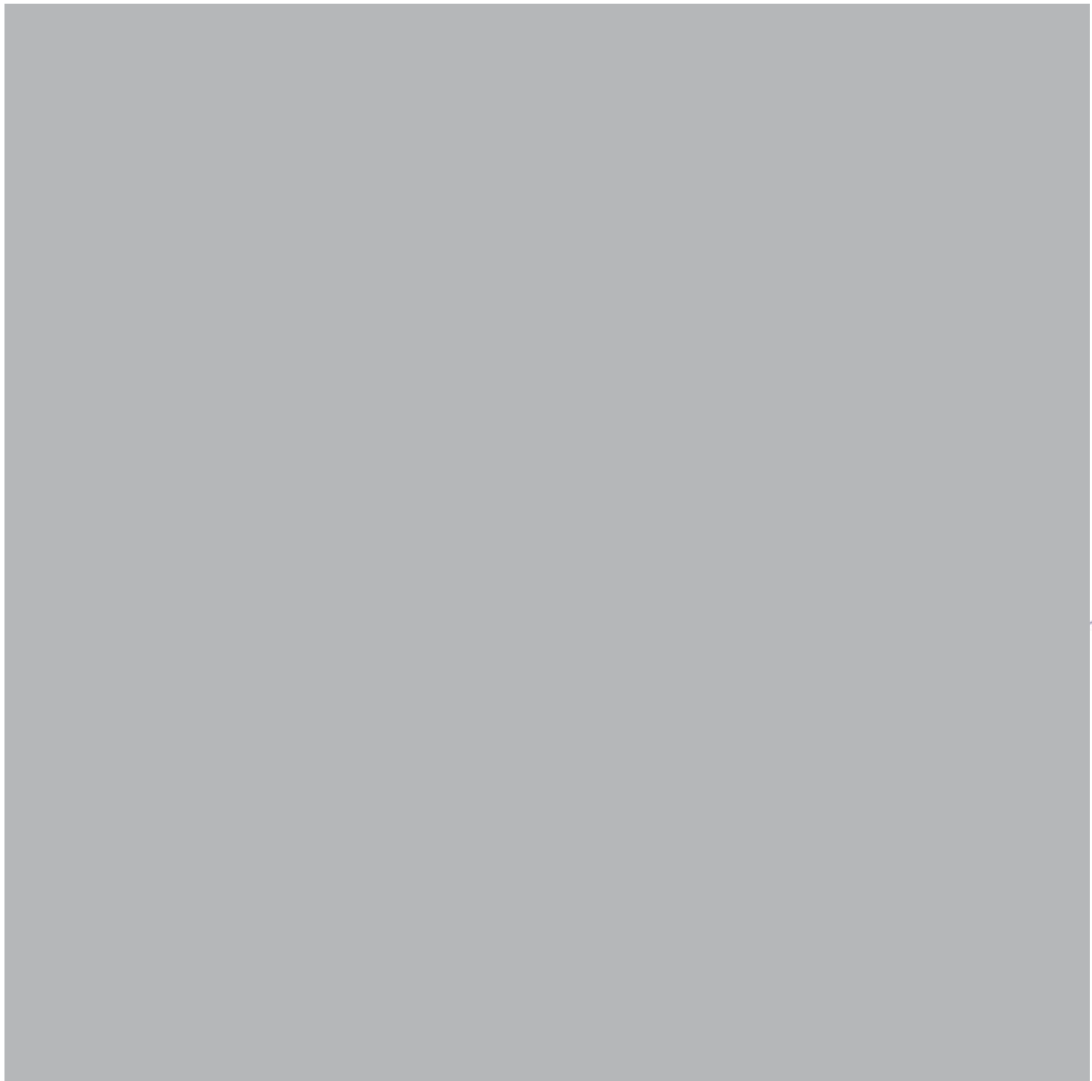
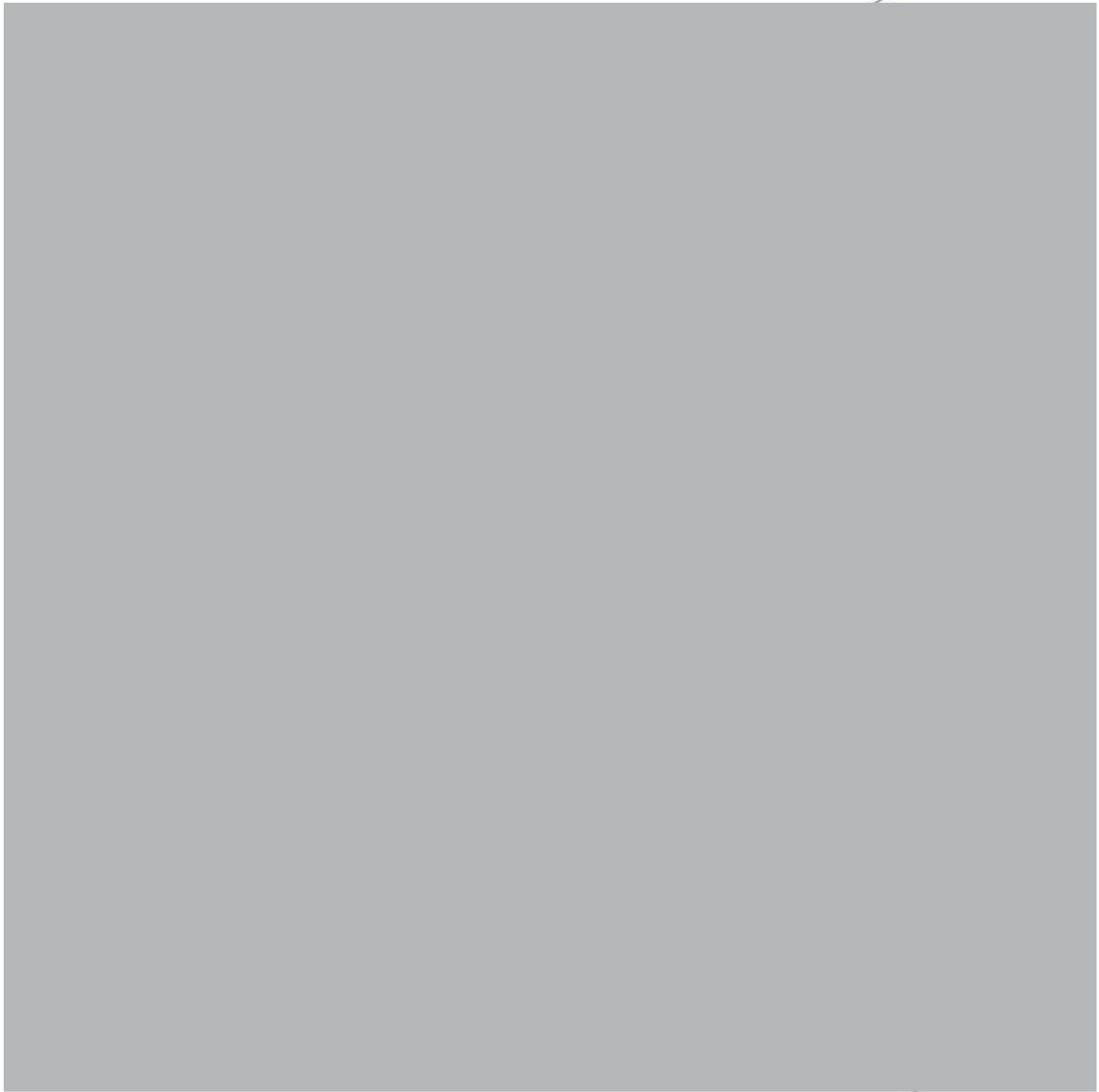
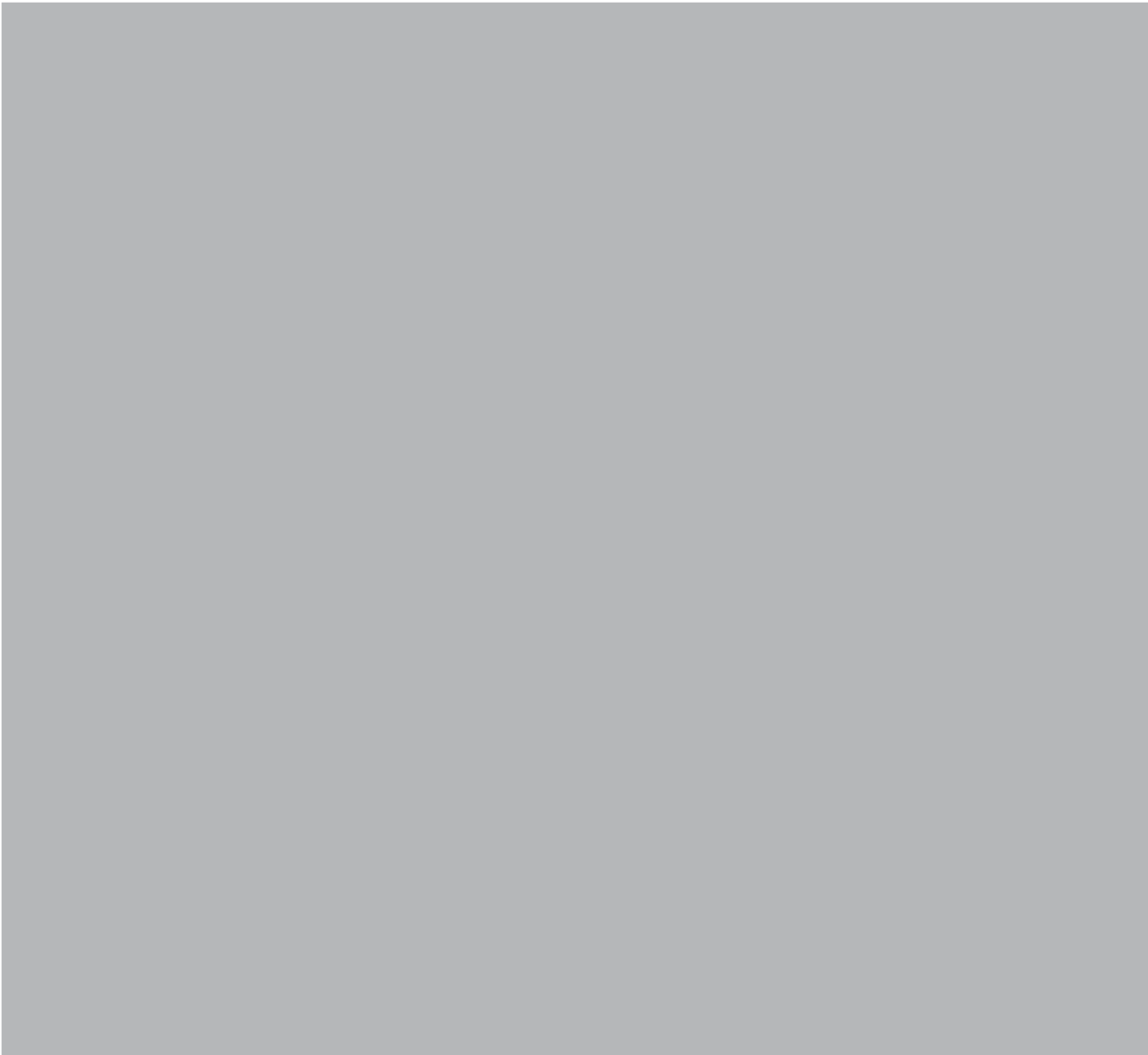


6.4 เอกสารควบคุมวิศวกรดูแลงานก่อสร้าง









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COUNCIL OF ENGINEERS
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6.5 เอกสารประกันภัยงานก่อสร้างของโครงการ



Reference No. 7168125672

SCHEDULE

Policy No. EC011939-21NBK

ผู้เอาประกันภัย : CPN Residence Co., Ltd. and/or Its associate & Subsidiary

Companies as a Principal and/or Main Contractor and/or Sub Contractors

สถานที่เอาประกันภัย : Khlong Suan Phlu Subdistrict, Phra Nakhon Si Ayutthaya District Ayutthaya

โครงการ : ESCENT VILLE AYUTTHAYA.

Section I Building and Civil Engineering Works					Sum Insured			
1 10 contract Works (Permanent and Temporary Works, Including all Materials to be incorporated there in)					Baht	As per attached		
11 Materials or Items supplied by the Principal					Baht	As per attached		
2 Construction Equipment					Baht	Not Covered		
3 Construction Machinery and Stationary Plant					Baht	Not Covered		
4 Clearance of Debris (Limit of Indemnity)					Baht	As per attached		
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 to damaged by any of the perils hereby insured against					Baht	As per attached		
Total Sum Insured					Baht	450,000,000.00		
Excesses								
1 Contract Works, Construction Equipment in respect of each and every occurrence for loss or damage arising out of					the first Baht	As per attached		
10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage					the first Baht	"		
11 any other cause								
2 Construction Machinery in respect of each and every occurrence for loss or damage arising out of					the first Baht	Not Applicable		
20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage					the first Baht	"		
21 any other cause								
Section II Machinery Erection					Sum Insured			
1 Property to be erected, including Freight, Customs Duties and Dues and Costs of Erection.					Baht	As per attached		
2 Erection Machinery and Tools					Baht	Not Covered		
3 Clearance of Debris					Baht	As per attached		
Total Sum Insured					Baht	As per attached		
Excesses								
1 Property to be erected : in respect of each and every occurrence					the first Baht	As per attached		
10 during Erection					the first Baht	"		
11 during testing					the first Baht	Not Applicable		
2 Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arrising out of any cause					the first Baht	Not Applicable		
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&11		
10 for Bodily Injury						Baht	100,000,000.00	
11 for property damage						Baht		
2 Total Limit of Indemnity under this Policy					Baht	100,000,000.00		
Excesses								
In respect of each and occurrence for					the first Baht	Nil		
10 Bodily Injury/ Death					the first Baht	As per attached		
11 Loss of or damage to property								
Period of Insurance								
Section I	15/12/2021 - 15/12/2023	plus	12	month/s maintenance				
Section II	15/12/2021 - 15/12/2023	plus	12	month/s maintenance				
Section III	15/12/2021 - 15/12/2023	plus	-	month/s maintenance				
Premium	Baht							
Section I	540,000.00	VAT	37,951.20	Stamp Duty	2,160.00	Total	580,111.20	
Section II	Included.	VAT	Included.	Stamp Duty	Included.	Total	Included.	
Section III	Included.	VAT	Included.	Stamp Duty	Included.	Total	Included.	

into set his/their hand(s).

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

Type	:	Contractors' All Risks Insurance
Insurer/Capacity	:	1. Muang Thai Insurance PCL. 40% 2. Bangkok Insurance PCL. 30% 3. The Viriyah Insurance PCL. 30%
Insured	:	CPN Residence Co., Ltd. and/or Its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors
Contract Site	:	Khlong Suan Phlu Subdistrict, Phra Nakhon Si Ayuthaya District Ayutthaya
Contract Period :		December 15, 2021 to December 15, 2023 (36 months) including 8 weeks Testing & commissioning Plus 12 months maintenance period (including defect liability)
Scope of work	:	Building and Civil Engineering works, Machinery erection, interior& exterior & landscape works, furnishing & decoration, fitting out work, Testing & Commissioning and all related works as stated in contract (Including piling work)
Interest	:	<u>Section I, II - Contract Work</u> The Property Insured All Contract Works whether permanent or temporary, materials incorporated or for incorporation therein, Temporary Buildings (including permanent structures used for temporary accommodation) and their contents and all other property or equipment of whatsoever nature (other than Constructional Plant and Equipment) the property of the Insured or for which they are responsible whilst at the contract site(s) or elsewhere in the territorial limits including whilst in transit or storage and M&E work.

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

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เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

Section III – Third Party liability

To indemnify the Insured for Legal Liability arising out of death of or bodily injury (including disease) or illness or death to any persons and/or loss of or damage to property during the period of insurance arising out of or in connection with or execution of the contract work.

Sum Insured

:

Section I, II - Contract Work

- Estimated Contract Value and	THB. 450,000,000.00
Material Supply by Principal	
Total	<u>THB. 450,000,000.00</u>

Section III – Third Party liability

THB. 100,000,000.- any one occurrence and in aggregate during insurance period

Coverage

:

Section I, II - Contract Work

During erection and construction works unforeseen or accidental loss or damage to the Insured Property or for which they are responsible other than Constructional plant & equipment occurring during erection or testing whilst located at the Project site including any other causes such as landslide, collapse, fire, lightning, explosion, hail, burglary, theft including during inland transit and any other causes not specified excluded in the policy.

- Covered Flood on sub limit THB.50,000,000.- any one occurrence and in aggregate
- Covered Earthquake (including Volcanic Eruption or Tidal Wave or Tsunami) and Windstorm (including Hurricane and Cyclone) with a limit of sum insured

Section III : Third Party Liability

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

- a) Accidental bodily injury or illness or death to any person

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้อธิบายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

- b) Accidental loss or damage to property occurring in direct connection with the performance of the contract and happening on or in the immediate vicinity of the contract site during the period of insurance.

Deductible

:

Section I, II - Contract Work

- (i) THB. 40,000.- each and every loss or damage arising out of Acts of God, subsidence, landslide, consequence of faulty design, defective materials & workmanship, tempest, hail, Earthquake (including Volcanic Eruption or Tidal Wave or Tsunami) and theft, major perils, collapse & maintenance period
- (ii) THB. 30,000.- each & every loss all other damage
- (iii) 10% of loss or minimum THB. 50,000.- each & every loss for Flood and Windstorm (including Hurricane and Cyclone) Water Damage, During Erection, Testing & Commissioning

Section III – Third Party Liability

- (i) NIL in respect of Bodily Injury
- (ii) 10% of loss or minimum THB. 20,000.- each and every loss for Property Damage

Special Clauses

:

- 1) Additional cost of construction of unbuilt portion
- 2) Architects, Surveyors and Consulting Engineering's Fees Clause
Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.
- 3) Automatic Extension of Contract Period Clause (3 months at addition premium and term to be agreed)
- 4) Automatic Reinstatement of Sum Insured/Reinstatement of Sum Insured After Loss Clause (Subject to Additional Premium to be agreed)
- 5) Cancellation Clause (30 days)
- 6) Camp and Stores Clause
Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.
- 7) Cessation of Work Clause (90 days)
- 8) Claim Payment on Account Clause
- 9) Consequence of Faulty Design Clause (DE.3)
Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

10) Consequential Loss to Third Party Clause

Limit of Liability : THB.50,000,000.- any one occurrence and in aggregate during insurance period.

11) Contractor and employee's personal effect and tool Clause

12) Contractor and sub-contractors, maintenance period cover (12 months)

13) Cover for Insured Contract works taken over or put into service Clause

14) Cover for Loss or Damage due to Strike, Riot and Civil Commotion Clause (SRCC)

Limit of Liability : THB.50,000,000.- any one occurrence and in aggregate during insurance period.

15) Cover for Third Party Liability During Maintenance Period (12 months)

16) Cover of extra charges for Overtime, Night work, Work on public holidays (20% of normal repair cost)

17) Cross Liability Clause

18) Debris Removal Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

19) Error and Omission Clause

20) Escalation Clause (not exceeding 20% of sum insured)

21) Expediting Costs Clause

Limit of Indemnity : 20% of normal repair costs including airfreight

22) Extended Maintenance Clause (12 months)

23) Extension of cover for Vibration, Removal or Weakening of Support Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

Excess : 10% of loss or minimum THB. 80,000.- each and every loss per claimant

24) Fire extinguishing and mitigation Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

25) Fire Fighting Expenses Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

26) Inland Transit Clause

Limit of Liability : THB. 30,000,000.- any one occurrence in aggregate during insurance period.

Excess : The first THB. 20,000.- each and every loss



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

27) Loss Notification Clause (45 days)

28) Nominated Adjusters Clause

- McLarens (Thailand) Ltd.
- Crawford and Company (Thailand) Ltd.
- Sedgwick (Thailand) Ltd.

29) Off-site Storage Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

30) Piling Foundation and Retaining Wall Works Clause

31) Plans & Documents Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

32) Premium Payment Warranty Clause (60 days)

33) Preventive Measure

Limit of Liability: 50,000,000.- any one occurrence and in aggregate

34) Principal's Employees Representatives both concerning and not concerning with the project shall be treated as Third Party

Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period

Excess The First THB. 20,000.- each and every loss for property damage only

35) Principal's Employees, Representatives and Consultants as

Third party

Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period

Excess The First THB. 20,000.- each and every loss for property damage only

36) Public Authorities Clause

37) Sudden and accidental pollution Clause

38) Temporary Offices & Office Equipment Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

39) Temporary Access Road

40) Temporary Protection Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้อธิบายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

41) Temporary Removal Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

42) Temporary Works Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

43) Third Party Liability in Respect of Existing Underground Cables or Pipelines Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

Excess : 10% of loss or minimum THB. 80,000.- (whichever is higher) each and every loss per claimant

44) Tool of Trade Clause

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period

45) Waiver of Subrogation Clause

46) Hours Clause (SR-460)

Exclusion:

1. Asbestos Exclusion
2. Cyber Risk Exclusion Clause
3. Electronic Data and Internet Endorsement
4. Full Nuclear Exclusion
5. Political Risk Exclusion
6. Sanction Clause
7. Seepage Pollution and Contamination Clause
8. War and Terrorism Exclusion Endorsement
9. Communicable Disease Endorsement

Warranty:

1. Special Conditions Concerning Fire Fighting Facilities and Safety on contraction Site
2. Hot work permit
3. Safety net warranty / warning sign should be installed

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

4. Special Conditions Concerning Safety Measures with respect

to Precipitation, Flood and Inundation (MR110)

5. Prevention of unauthorized third party's access to the construction site
clause

Rate	:	0.12%
Premium	:	THB. 540,000.00
Stamp	:	THB. 2,160.00
VAT	:	<u>THB. 37,951.20</u>
Total	:	<u>THB. 580,111.20</u>

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC011939-21NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

ชื่อและที่อยู่ในการออกใบเสร็จ:

บริษัท ซีพีเอ็น เรซซิเต้นซ์ จำกัด เลขผู้เสียภาษี 0105550131420

999/9 ถ.พระราม 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330

เบี้ยประกันภัยรวมทั้งหมด 100%						
Insurer	Share	Sum Insured	Premium	Stamp Duty	Vat	Tatal
Muang Thai Insurance PCL	40%	180,000,000.00	216,000.00	864.00	15,180.48	232,044.48
Bangkok Insurance Pcl.	30%	135,000,000.00	162,000.00	648.00	11,385.36	174,033.36
The Viriyah Insurance Pcl.	30%	135,000,000.00	162,000.00	648.00	11,385.36	174,033.36
รวม	100%	450,000,000.00	540,000.00	2,160.00	37,951.20	580,111.20

เมืองไทยประกันภัย

MUANG THAI INSURANCE

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
252 ถนนรัชดาภิเษก แขวงห้วยขวาง เขตห้วยขวาง กรุงเทพฯ 10310
โทรศัพท์: 0 2665 4000, 0 2290 3333, โทรสาร: 0 2665 4166, 0 2274 9511, 0 2276 2033
Muang Thai Insurance Public Company Limited
252 Rachadaphisek Road, Huaykwang, Bangkok 10310
Telephone: 0 2665 4000, 0 2290 3333, Facsimile: 0 2665 4166, 0 2274 9511, 0 2276 2033
www.muangthaiinsurance.com

เอกสารแนบท้ายนี้เป็นส่วนหนึ่งของกรมธรรม์เลขที่ EC011939-21NBK

ผู้เอาประกันภัย : บริษัท ซีพีเอ็น เรชชีเด็นซ์ จำกัด

เงื่อนไขการประกันภัยร่วม

เป็นที่เข้าใจและตกลงกันว่า การประกันภัยภายใต้กรมธรรม์ประกันภัยฉบับนี้เป็นการรับประกันภัยร่วมกัน โดยแต่ละบริษัทจะรับผิดชอบสูงสุดไม่เกินสัดส่วนที่แต่ละบริษัทรับประกันภัยร่วมกันไว้ ซึ่งได้ลงลายมือชื่อผู้มีอำนาจกระทำการแทนบริษัท และประทับตราของบริษัทไว้เป็นสำคัญ

ผู้รับประกันภัยร่วม	สัดส่วน	เลขที่กรมธรรม์
บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)	40.00 %	EC011939-21NBK

เมืองไทยประกันภัย

MUANG THAI INSURANCE

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
252 ถนนรัชดาภิเษก แขวงห้วยขวาง เขตห้วยขวาง กรุงเทพฯ 10310
โทรศัพท์: 0 2665 4000, 0 2290 3333, โทรสาร: 0 2665 4166, 0 2274 9511, 0 2276 2033
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เอกสารแนบท้ายนี้เป็นส่วนหนึ่งของกรมธรรม์เลขที่ EC011939-21NBK

ผู้เอาประกันภัย : บริษัท ซีพีเอ็น เรซซิเค้นซ์ จำกัด

เงื่อนไขการประกันภัยร่วม

เป็นที่เข้าใจและตกลงกันว่า การประกันภัยภายใต้กรมธรรม์ประกันภัยฉบับนี้เป็นการรับประกันภัยร่วมกัน โดยแต่ละบริษัทจะรับผิดชอบสูงสุดไม่เกินสัดส่วนที่แต่ละบริษัทรับประกันภัยร่วมกันไว้ ซึ่งได้ลงลายมือชื่อผู้มีอำนาจกระทำการแทนบริษัท และประทับตราของบริษัทไว้เป็นสำคัญ

ผู้รับประกันภัยร่วม	สัดส่วน	เลขที่กรมธรรม์
บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)	30.00 %	621-01441-1029 /



เอกสารแนบท้ายนี้เป็นส่วนหนึ่งของกรมธรรม์เลขที่ EC011939-21NBK

ผู้เอาประกันภัย : บริษัท ซีพีเอ็น เรซซิเด้นซ์ จำกัด

เงื่อนไขการประกันภัยร่วม

เป็นที่เข้าใจและตกลงกันว่า การประกันภัยภายใต้กรมธรรม์ประกันภัยฉบับนี้เป็นการรับประกันภัยร่วมกัน โดยแต่ละบริษัทจะรับผิดชอบสูงสุดไม่เกินสัดส่วนที่แต่ละบริษัทรับประกันภัยร่วมกันไว้ ซึ่งได้ลงลายมือชื่อผู้มีอำนาจกระทำการแทนบริษัท และประทับตราของบริษัทไว้เป็นสำคัญ

ผู้รับประกันภัยร่วม	สัดส่วน	เลขที่กรมธรรม์
บริษัท วิริยะประกันภัย จำกัด (มหาชน)	30.00 %	22100/POL/000006-304



CONTRACT WORKS INSURANCE POLICY

whereas the Insured named in the Schedule hereto has made to the **MUANG THAI 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 fulfillment 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 manufactures’ 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 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 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 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 there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing 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 action on behalf of or in connection with any political organization, 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 Insured 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 workmanships, 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, bill, 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

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 condition is applicable:

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 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, settlement shall be made on the basis provided for in (2) above.

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

Section II

MACHINERY ERECTION

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

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

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

EXCLUSIONS

The Insurers shall not be liable for:

1. loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;
2. normal making good;
3. wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
4. mechanical and/or electrical breakdown or derangement of erection machinery and erection equipment;
5. loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;

6. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes and crates;
7. loss discovered only at the time of taking an inventory.

PERIOD OF INSURANCE

The liability of 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 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 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 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 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 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 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 advices given by the Insured or by any person acting on behalf of the Insured.

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 Insurers the defense 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 Insurers may be liable hereunder.

เอกสารแนบท้ายว่าด้วยการจำกัดจำนวนเงินความรับผิดชอบสำหรับภัยจากกลุ่มภัยธรรมชาติ

(Sub Limit for Natural Perils Endorsement)

เอกสารแนบท้ายนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เป็นที่ตกลงกันว่าภัยธรรมชาติตามเอกสารแนบท้ายฉบับนี้ เป็นที่ตกลงกันว่ากรมธรรม์ประกันภัยนี้จะจำกัดจำนวนเงินความรับผิดชอบสำหรับความเสียหายที่เกิดขึ้นเนื่องจากภัยธรรมชาติดังต่อไปนี้

1. ภัยจากลมพายุ (Windstorm)

คุ้มครองความเสียหายต่อทรัพย์สินที่เอาประกันภัยไว้อันเกิดจากภัยลมพายุโดยตรง ทั้งนี้รวมถึง

1.1 ความเสียหายของทรัพย์สินที่เอาประกันภัยจากน้ำในทะเล ทะเลสาบ หรือ มหาสมุทร ซึ่งถูกพัดหรือหอบมาพร้อมกับลมพายุแล้วทำให้เกิดคลื่นซัดเข้าท่วมชายฝั่ง

1.2 ความเสียหายของทรัพย์สินภายในตัวอาคารที่ได้เอาประกันภัยไว้ เนื่องจากน้ำฝน น้ำค้างแข็ง หิมะ ทราซ หรือฝุ่นละอองที่ผ่านเข้าไปภายในอาคารตามร่องแตกร้าของอาคารสิ่งปลูกสร้างซึ่งได้รับความเสียหายอันเกิดจากลมพายุ

1.3 ความเสียหายของทรัพย์สินภายในตัวอาคารที่ได้เอาประกันภัยไว้เนื่องจาก เครื่องพรมน้ำ หรือท่อน้ำอื่นๆ ซึ่งได้รับความเสียหายจากลมพายุ

2. ภัยจากน้ำท่วม (Flood)

คุ้มครองความเสียหายต่อทรัพย์สินที่เอาประกันภัยอันเกิดจากภัยน้ำท่วม

คำว่า “น้ำท่วม” ในเอกสารแนบท้ายนี้หมายถึง น้ำซึ่งไหลล้นหรือไหลออกจากทางน้ำปกติซึ่งจะเป็นทางน้ำธรรมชาติหรือจะเป็นทางน้ำที่สร้างขึ้นก็ดี (ไม่รวมถึงรางน้ำบนหลังคา) หรือเกิดจากท่อน้ำสาธารณะแตก ทำให้เกิดการท่วมของน้ำจากภายนอกของอาคารที่เอาประกันภัยไว้ หรืออาคารที่เก็บทรัพย์สินที่เอาประกันภัยตามกรมธรรม์ประกันภัยฉบับนี้ รวมถึงน้ำท่วมอันเกิดจากลมพายุ น้ำป่าและโคลนถล่ม

3. ภัยจากแผ่นดินไหว ภูเขาไฟระเบิด หรือคลื่นใต้น้ำหรือสึนามิ (Earthquake or Volcanic Eruption or Tidal Wave or Tsunami)

คุ้มครองความเสียหายที่เกิดขึ้นเนื่องจากภัยแผ่นดินไหว ภูเขาไฟระเบิด คลื่นใต้น้ำ (Tidal Wave) สึนามิ (Tsunami) หรือน้ำท่วมอันมีสาเหตุจากคลื่นใต้น้ำ (Tidal Wave) หรือสึนามิ (Tsunami) หรือน้ำท่วมอันมีสาเหตุจากแผ่นดินไหว หรือภูเขาไฟระเบิด ทั้งนี้ แผ่นดินไหว หรือภูเขาไฟระเบิด ต้องเกิดขึ้นโดยสาเหตุทางธรรมชาติเท่านั้น

ข้อยกเว้นเฉพาะ บริษัทไม่ต้องรับผิดชอบในความเสียหายโดยตรงหรือโดยทางอ้อมที่เกิดจากภัยแผ่นดินไหวหรือภูเขาไฟระเบิดอันเกิดจากวัตถุใดๆ จากอวกาศ

4. ภัยจากลูกเห็บ (Hail)

คุ้มครองความเสียหายโดยตรง ต่อทรัพย์สินที่เอาประกันภัยไว้อันเกิดจากภัยลูกเห็บ

โดยมีเงื่อนไขดังนี้

1) การจำกัดความรับผิดชอบสำหรับภัยจากกลุ่มภัยธรรมชาตินี้ จะไม่นำเงื่อนไขการประกันภัยทรัพย์สินต่ำกว่ามูลค่าที่แท้จริงมาใช้ในการพิจารณาคำนวณค่าสินไหมทดแทนในกรณีที่เกิดความเสียหายแก่ทรัพย์สินที่เอาประกันภัย

2) จำนวนเงินจำกัดความรับผิดชอบสำหรับภัยจากกลุ่มภัยธรรมชาตินี้ ให้ถือเป็นจำนวนเงินสูงสุดในการจ่ายค่าสินไหมทดแทนที่บริษัทจะต้องรับผิดชอบตลอดระยะเวลาเอาประกันภัย ทั้งนี้เมื่อเกิดความเสียหายขึ้น และบริษัทได้ชดเชยค่าสินไหมทดแทนเพื่อความเสียหายแล้ว จำนวนเงินความรับผิดชอบสูงสุดดังกล่าวจะลดลงตามจำนวนเงินค่าสินไหมทดแทนที่บริษัทได้ชดเชยไป

3) จำนวนเงินจำกัดความรับผิดชอบสำหรับความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัย ให้เป็นไปตามจำนวนเงินจำกัดความรับผิดชอบที่ได้รับไว้ในตารางกรมธรรม์ประกันภัยหรือในเอกสารแนบท้าย หรือในเอกสารแสดงรายละเอียดการประกันภัย

ไม่ว่าในกรณีใด ความรับผิดชอบของบริษัทภายใต้เอกสารแนบท้ายนี้ และภายใต้กรมธรรม์ประกันภัยฉบับนี้รวมกันแล้วจะไม่เกินจำนวนเงินเอาประกันภัยตามกรมธรรม์ประกันภัยฉบับนี้ ที่ได้รับไว้ในตารางกรมธรรม์ประกันภัย โดยผู้เอาประกันภัยจะต้องรับผิดชอบในความเสียหายส่วนแรกตามที่ระบุไว้ในตารางกรมธรรม์ประกันภัย หรือในเอกสารแนบท้าย หรือในเอกสารแสดงรายละเอียดการประกันภัย

ทั้งนี้ข้อตกลงภายใต้เอกสารแนบท้ายนี้ให้ใช้ข้อยกเว้น เงื่อนไขทั่วไปและข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้บังคับตามเดิม เว้นแต่ได้มีการแก้ไข เปลี่ยนแปลง เพิ่มเติมไว้ตามเอกสารแนบท้ายนี้

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

SPECIAL CLAUSES

ADDITIONAL COST OF CONSTRUCTING INCOMPLETE OR UNBUILT PORTIONS

This insurance extends to include, in the event of Damage to the permanent or temporary works for which liability has been admitted under this Section (or would have been admitted but for the application of the Claims Deductibles), the additional amount by which the cost of the permanent or temporary works uncommenced at the date of the Damage shall exceed the cost that would have been incurred but for the Damage.

Provided that the liability of the Insurers under this Extension shall solely relate to the effect of inflation on the cost of materials or usage of labour measured by the building indices forming part of the Price Adjustment Formula Indices produced by the National Economic Development Organisation. Subject to the limit shown in the Schedule.

This Extension does not include any amount:

- (a) that would have been incurred irrespective of whether the Damage had occurred
- (b) solely to expedite the completion of the Project or any part thereof at an earlier date than would have been attained had the said Damage not occurred
- (c) incurred in:
 - (i) redesigning, altering, adding to or improving the permanent and temporary works (except to the extent that such amounts are an unavoidable consequence of the Damage) or
 - (ii) rectification of defects or defaults or
 - (iii) elimination of any deficiencies carried out after the Occurrence or any increase in costs as a result of such redesigning, alteration, addition or improvement
- (d) resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the permanent or temporary works suffering Damage
- (e) in respect of any:
 - (i) additional insurance premiums
 - (ii) Head Office management expenses and/or overheads of any kind whatsoever
 - (iii) idle time costs for Construction Equipment and/or labour
 - (iv) additional finance charges or legal expenses
 - (v) change to the works programme which would otherwise have occurred had it not been for the Damage
- (f) arising from or in respect of any other consequential losses not specifically provided for in this extension
- (g) incurred which is indemnified elsewhere under the Policy.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

ARCHITECTS', SURVEYORS' AND CONSULTANT ENGINEERS' FEES CLAUSE

It is hereby declared and agreed that the insurance by this Policy extends to include Architects', Surveyors' and Consultant Engineers' Fees (not exceeding those authorized under the Scales of the various institutions and/or Bodies regulating such charges prevailing at the time of the destruction of or damage) for Estimates, Plans, Specifications, Quantities, Tenders and Supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire

or by any other perils hereby insured against (but not such Fees for preparing a claim or estimate of loss) provided that the liability for such loss shall not exceed Baht 10,000,000.- any one occurrence and in the aggregate for the policy period.

Automatic Extension of Contract Period Clause (3 MONTHS)

(3 MONTHS AT ADDITION PREMIUM AND TERMS TO BE AGREED)

It is hereby declared understood and agreed that 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 terms and additional premium to be agreed.

Such additional premium to be payable on commencement of the extension in period.

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

AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE/REINSTATEMENT OF SUM INSURED AFTER LOSS CLAUSE

In consideration of the sum insured by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premiums on the amount of the loss from the date thereof to the date of the expiry of the period of insurance. (Subject to additional premium to be agreed)

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

CANCELLATION CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this Policy may be cancelled at any time at the request of the Insured, the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be cancelled at the option of the Company by mailing to the Insured, at the address shown in this Policy, notice by registered mail, stating not less than ...days; and the Company shall be liable to repay on demand the rateable proportion of the premium for the unexpired term from the date of the cancellation.

CAMP AND STORES CLAUSE

The Sum Insured under item 1 (section 1) of the schedule is deemed to include an amount not exceeding Baht 50,000,000.- any one occurrence and in the aggregate in respect of site huts and their contents, labour camp, and stores owned by the insured and within the contract site.

CESSATION OF WORKS CLAUSE

Notwithstanding anything contained to the contrary in the general Conditions 7.7.3 of this Policy, it is hereby agreed that this Policy shall be avoided in the event of stoppage of work occasioned by any other cause, except seasonal interruption, for a period not exceeding 90 days.

In the event of partial or total cessation of work, the Insured shall use diligence and do all things reasonably practicable to protect the Insured's property.

Subject otherwise to 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.

All other terms and conditions remain unchanged.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

CONSEQUENCE OF FAULTY DESIGN – DE 3 (1995)

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 condition due to a defect in design, plan, specification materials, or workmanship of such property insured or any party thereof
- (b) Property insured lost or damaged to enable the replacement, repair or rectification of property insured excluded by (a) above

CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

It is agreed and understood that the coverage under Section III Third Party liability (**excluding the existing completed principal's property and cross liability endorsement**) 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 for which the Insured is legally liable, provided that the liability of the Insurers shall be subject to the limit stated below

Limit of Indemnity: Baht 50,000,000.- any one occurrence and in the aggregate for the policy period.

Subject otherwise to the terms, provisions and conditions of this Policy.

CONTRACTOR AND EMPLOYEE'S PERSONAL EFFECT AND TOOL CLAUSE

“This policy is extended to cover such personal effects and tool of any of the Insured Contractor's officials and employees (Construction labour) whilst being kept in the Insured's building for which the Insured may elect to assume liability in accordance with the coverage hereof, but loss, if any, of such property shall be adjusted with and payable to the named Insured, subject to a limit of Baht 1,000,000.- per occurrence and in aggregate.

THIRD PARTY LIABILITY EXTENDED TO INCLUDE CONTRACTORS/SUB-CONTRACTORS DURING MAINTENANCE PERIOD

(12 MONTHS)

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

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

- loss of 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 the Material Damage Section and happens during the period of cover.

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

COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC) - MR001

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, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by

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 lockout or not) not being an occurrence mentioned in item 2 of the special conditions hereof,
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,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lockout,
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 that it is hereby further expressly agreed and declared that

- (1) all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions, and any reference to loss or damage in the wording 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 wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

Special conditions

1. This insurance shall not cover
 - a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein,provided nevertheless that the Insurers are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.
2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c) any act of any person acting on behalf of or in connection with any organization with activities directed toward 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. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

TESTING AND COMMISSIONING CLAUSE (8 weeks)

Unless agreed otherwise at any time by the Insurers the maximum period of testing and commissioning for any item of Property Insured shall not exceed the Period shown in the Schedule or The Specification document for such testing and commissioning.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD CLAUSE (12 MONTHS)

It is hereby understood and agreed that the Coverage for Third Party Liability under Section III of the Policy shall be extended for maintenance period stated in "Extended Maintenance Period" Endorsement.

Provided that the Insurer shall only indemnify the Insured Contractor for Third Party Liability occurring in direct connection with the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

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

COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS

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, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity : 20% of normal repair cost

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 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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

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 & 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 and I included in the Total Premium shown in the schedule.

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

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the indemnity under Section I and II of this Policy extended to include the cost and expense necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the property insured destroyed or damaged by any peril hereby insured against **not exceeding Baht 50,000,000.- any one occurrence and in aggregate during the policy period.**

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

ERROR AND OMISSION CLAUSE

This insurance shall not be invalidated by the Insured having omitted to state 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.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

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ATTACHING TO AND FORMING A PART OF POLICY NO.

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 Insurer(s) 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 the policy 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 Insurer(s), 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 otherwise to all other terms exceptions and conditions of this Policy.

EXPEDITING COST AND AIRFREIGHT CLAUSE

1. Insurance Cover

1.1 It is agreed and understood that the Insurer(s) will also indemnify the Insured in respect of extra charges for overtime work, night work, work on public holidays and airfreight.

provided always that

1.2 such extra charges are incurred in connection with an 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 indemnity of this special clause is limited to **20%** of normal repair costs in respect of any damage and the sum insured under this additional cover shall not exceed the total sum insured shown in the schedule.

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

EXTENDED MAINTENANCE PERIOD CLAUSE (12 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 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 changes in such sum.

4. Excess

It is agreed that for each and every occurrence giving rise to a claim under this additional cover the Insured shall be responsible for the Deductible(s) as stated in the Policy Schedule each and every loss.

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

VIBRATION, REMOVAL OR WEAKENING OF SUPPORT CLAUSE

Notwithstanding anything contained to the contrary in Exclusion 2 of Section III of this Policy, it is noted and agreed that the Indemnity granted under Section III of the Policy is extended to include Liability in respect of damage to any property, building or structure caused by vibration or by the removal or weakening of support.

Provided that:-

1. Immediately upon discovery of damage to third party property, building or structure caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall suspend operations, carry out repairs and install additional supports to the damaged property. If the Insured shall fail to comply with this special provision the Insurers shall be under no liability for any claims in respect of the damaged property.
2. The Insurers shall not be liable for :
 - (1) claims in respect of damage to buildings under demolition or declared by the relevant public authority to be dangerous.
 - (2) any expenses incurred in taking safety measures to prevent damage to third party property.
 - (3) claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.
 - (4) claims in respect of damage to property, building or structure which existed before the commencement of the Insured's operation.
 - (5) loss or damage to underground property of all kinds, water pipe, underground cable, road, pavement, walkway (slab on ground), fence, conduits for sewage, surface water drainage system and swimming pool.

3. LIMIT OF LIABILITY

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". Provide always that the Total limit of Liability of Company under this policy shall in no case exceed the Limit of Liability under Section III of the policy.

4. DEDUCTIBLE

It is agreed that for each and every occurrence giving rise to a claim under this additional cover the Insured shall be responsible for the first amount as specified in the Schedule.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

FIRE EXTINGUISHING AND MITIGATION CLAUSE

It is hereby declared and agreed that this policy extends to cover all expenses necessarily and reasonably incurred by on behalf of the Insured in extinguishing fires or in mitigating, containing or suppressing loss, destruction or damage by any perils or eventuality 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 special clause shall include (but not 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 lost, destroyed or damaged unless otherwise specifically insured.

Limit of Indemnity: Baht 50,000,000.- any one occurrence and in the aggregate for the policy period.

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

FIRE EXTINGUISHING EXPENSES CLAUSE / FIRE FIGHTING EXPENSES CLAUSE

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

this policy insured 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 Insured's employees' clothing and personal effects) and the cost of replacing or repairing materials or equipment used in extinguishing a fire.
- c) All other costs and charges 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 fire at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

Limit of Indemnity: Baht 50,000,000.- any one occurrence and in the aggregate for the policy period.

All other terms and conditions remain unchanged.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

INLAND TRANSIT CLAUSE

It is noted and agreed that the coverage under this Policy shall include coverage of **the construction material insured under Material Damage Section** during the transit from any warehouses in the territorial limit of Thailand to the works site.

Provided that the said property is not covered by other policies and the liability of the Insurers under this Endorsement shall not exceed the limit stated below.

Transit Coverage: This insurance is against direct loss or damage to property in transit on land conveyance only caused by collision, upset, derailment and overturning of the conveyance or the conveyance being on fire or by fire.

Limit of Indemnity: Baht 30,000,000.- any one occurrence and in aggregate during insurance period.

Deductible: Baht 20,000.- each and every loss.

This insurance attaches from the time of property leaves any warehouse for the commencement of the transit, continues during the ordinary course of transit and terminates at the work site declared in the policy.

The Insurers shall not be liable for any loss;

1. from theft unless there is an accident to the conveyance as defined in the first paragraph,
2. from depreciation, delay, deterioration, change of temperature, humidity, loss of market, nor from any other consequential or indirect loss of any kind.
3. from lawful seizure or other operation of law or arising from any breach of contract, agreement or obligation.

It is a condition of this insurance that the Insured shall act with reasonable dispatch in all circumstances within their control, provided also that the insured property is suitably packed and/or prepared for transit.

LOSS NOTIFICATION CLAUSE (45 Days)

Notwithstanding anything contained to the contrary in the general Conditions 4 of this Policy it is hereby agreed that in the event of any occurrence which might give rise to a claim under the Policy 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 45 days of its occurrence.

All other terms and conditions remain unchanged.

NOMINATED 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:-

- Crawford Company (Thailand) Ltd.
- Mc Larens (Thailand) Ltd.
- Sedgwick (Thailand) Ltd.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

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ATTACHING TO AND FORMING A PART OF POLICY NO.

OFF-SITE STORAGE CLAUSE

This Policy extends to cover loss of or damage to the insured construction material 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(s) under this extension shall not exceed the sum of Baht 50,000,000.- any one occurrence and in aggregate during insurance period.

This special extension is subject to 24 hours of guards and securities in place.

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

PILING FOUNDATION AND RETAINING WALL WORKS CLAUSE

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. or 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

PLAN AND DOCUMENT 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 the Insured against the necessarily incurred costs of rewriting or re-drawing of plans and drawing or other contract documents lost, destroyed or damaged as a result of a peril insured.

Such indemnification shall however be limited to:

- a) the cost of labour and printing costs expended in such re-writing or redrawing including all necessary overtime working or research,
- b) a maximum amount payable of Baht 50,000,000.- any one occurrence and in the aggregate during the policy period.

Subject otherwise to the terms, provisions and conditions of this Policy.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

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ATTACHING TO AND FORMING A PART OF POLICY NO.

PREMIUM PAYMENT WARRANTY CLAUSE

The Insured undertakes that premium will be paid in full to Underwriters within **60 days** of inception of this policy (or, in respect of installment premiums or declaration premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the **60th day** from the inception of this policy (and, in respect of installment premiums or declaration premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give **not less than 15 days prior notice of cancellation** to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

เงื่อนไขพิเศษว่าด้วยการป้องกันบุคคลภายนอก ผู้ไม่มีส่วนเกี่ยวข้องเข้าไปในสถานที่ก่อสร้าง

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

ผู้เอาประกันภัยจะต้องมีมาตรการในการป้องกันมิให้บุคคลภายนอก ผู้ไม่มีส่วนเกี่ยวข้องเข้าไปในสถานที่ก่อสร้างตามความสมควร ดังนี้

1. จัดให้มีรั้วที่สามารถป้องกันการเล็ดลอด เข้า-ออก สถานที่ล้อมรอบบริเวณสถานที่ก่อสร้างโดยมีประตู เข้า-ออกทางเดียว ที่มีสิ่งกีดขวางกันทางเข้าออกนั้น
2. จัดหาพนักงานรักษาความปลอดภัย หรือเจ้าหน้าที่ประจำประตูเข้า-ออก คอยตรวจสอบเอกสาร หรือใบอนุญาตเข้า-ออก ของผู้ที่เข้าไปในสถานที่ก่อสร้างบริเวณประตูทางเข้า-ออก และตรวจสอบยานพาหนะที่จะออกจากสถานที่ก่อสร้าง



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

PRINCIPALS EMPLOYEES & REPRESENTATIVES CLAUSE / PRINCIPAL'S EMPLOYEES NOT CONCERNING WITH THE PROJECT CLAUSE

- PRINCIPALS EMPLOYEES & REPRESENTATIVES CLAUSE

The insurance under section III "third party liability" of the policy is extended to cover liability of the insured consequent upon

1. Accidental loss or damage to property belonging to principal's employees and principal's representatives (supervision personnel) who concerned with the performance of the contract insured under this policy.
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.

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 Deductible as stated in the Third Party Liability Section under this policy.

- PRINCIPAL'S EMPLOYEES NOT CONCERNING WITH THE PROJECT CLAUSE

This insurance under Section III of this Policy is extended to include Principal's Employees **who are not concerning with the Project and their personal property** as the Third Party.

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

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

A combined single Limit of Baht 50,000,000.- any one occurrence and in aggregate during insurance period.

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

PUBLIC AUTHORITIES CLAUSE

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

The insurance under this Policy extends to include such additional cost of reinstatement for the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with the building or other regulations under or framed in pursuance of any Government Act or by law 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 this 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.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

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ATTACHING TO AND FORMING A PART OF POLICY NO.

- (b) 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 property or by the owner thereof by reason of compliance with any of the aforesaid regulations or by-laws.
 - (c) 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 by-laws not arisen.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow, and may be carried out wholly or partially upon another site (if the aforesaid regulations or by-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 Policy, 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 the Policy shall not exceed the sum insured thereby.
 5. All the conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

All other terms and conditions remain unchanged.

SUDDEN AND ACCIDENTAL POLLUTION AND CONTAMINATION CLAUSE

Notwithstanding any provision in the Policy to which this Exclusion is attached, liability for injury loss or damage directly or indirectly caused by or arising out of pollutants is excluded from this policy, unless caused by an identifiable, unexpected and accidental release, including discharge, dispersal, seepage, migration and escape, and is detected and reported to the Company within 7 days. Liability arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way response to or assess the effects of pollutants is also excluded from this policy.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

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ATTACHING TO AND FORMING A PART OF POLICY NO.

TEMPORARY SITE OFFICE AND OFFICE EQUIPMENT CLAUSE

Notwithstanding anything contained to the contrary, it is agreed and understood that the insurance under Material Damage Section(s) of this policy is extended to include temporary site office and office equipment contained therein, provided always that if the said insured property or any part thereof be destroyed or damaged by the insured perils at any time during the period of insurance stated in the Policy, the Insurers will be liable to make good or replace or pay to the Insured the actual value of loss or damage sustained at the time of the happening of loss or damage but not exceeding the limit specified in this Endorsement.

Limit of Indemnity: Baht 50,000,000.- any one occurrence and in the aggregate during insurance period.

Subject otherwise to the terms, provisions and conditions of this Policy.

TEMPORARY ACCESS ROAD

It is agreed and understood that the coverage under this policy is extended to cover the construction of temporary access road to the construction site. Provided that the sum insured and scope of work is included or form part of the sum insured / contract value.

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.

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 insured against.

The Limit of Indemnity under this special clause shall in no case exceed Baht 50,000,000.- any one occurrence and in aggregate during insurance period.

TEMPORARY REMOVAL CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, subject to the following provision, 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 as per the limit as stated in the policy cover page / attachment 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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

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ATTACHING TO AND FORMING A PART OF POLICY NO.

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

All other terms and conditions remain unchanged

TEMPORARY WORKS CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover "temporary works and building" (property in connection with civil engineering work)

The Limit of Indemnity under this special clause shall in no case exceed Baht 50,000,000.- any one occurrence and in the aggregate during insurance period

EXISTING UNDERGROUND PIPELINES AND CABLES CLAUSE

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

The insurers shall not be liable under this 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 of the Company under this extension for any one occurrence and in the policy aggregate are as specified in the "Additional Schedule". Provide always that the Total limit of Liability of Company under this policy shall in no case exceed the Total limit of Liability under Third Party Liability Section.

TOOL OF TRADE 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: Baht 50,000,000.- per accident and in the aggregate during insurance period.

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

WAIVER OF SUBROGATION RIGHT CLAUSE

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 Principal named in the Schedule of the Policy has an interest.

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

HOURS CLAUSE

Any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by windstorm, flood, earthquake, shall each be deemed as a single event and to be one loss and shall constitute one occurrence with regard to the deductible applicable. For the purposes of application of deductible the commencement of any such seventy two (72) hour period shall be decided at the discretion of the Insured. However, there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

HOT WORK PERMIT WARRANTY

A "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

- grinding, cutting or welding operations,
- use of blow 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.

It is further warranted that

- 1) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.
- 2) If work is to be carried out overhead then the area beneath shall be similarly cleared and combustible materials removed.

SAFETY NET WARRANTY

Warranted that in respect of the superstructure the contractor shall use protective shrouds or netting together with angled mesh protection to prevent construction materials and other articles falling on to third party properties adjoining the site.

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

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ATTACHING TO AND FORMING A PART OF POLICY NO.

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 or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured 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 within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

ATTACHING TO AND FORMING A PART OF POLICY NO.

SPECIAL EXCLUSIONS

ASBESTOS EXCLUSION

It is hereby declared and agreed that the Insurers will not indemnify the Insured in respect of actual or alleged liability whatsoever for any claim in respect of loss directly or indirectly arising out of, resulting from or in consequence of the presence of asbestos or any materials containing asbestos in whatever form or quantity.

CYBER RISKS EXCLUSION

This agreement 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 facility;
- b. any electronic transmission of data or other information;
- c. any computer virus or similar problem;
- d. the use or misuse of any internet address, website or similar facility;
- e. any data or other information posted on website or similar facility;
- f. any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm);
- g. the functioning or malfunctioning of the internet or similar facility, or of any internet address website or similar facility (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm); or
- h. any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark copyright or patent).

All other terms and stipulations in this Policy remain unchanged.

ELECTRONIC DATA AND INTERNET ENDORSEMENT

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

the Company 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 ,



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เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

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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, Lighting, 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 and conditions remain unchanged.

FULL NUCLEAR EXCLUSION

This policy shall not apply to any 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 contributing concurrently or in any sequence of the loss.

POLITICAL 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;

confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

This endorsement also excludes loss, damage, cost or expenses 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 the above.

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

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



บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
MUANG THAI INSURANCE PUBLIC COMPANY LIMITED

บริษัท เมืองไทยประกันภัย จำกัด (มหาชน) MUANG THAI INSURANCE PCL.

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารประกอบนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เลขที่ EC0011939-20NBK

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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.

หมายเหตุ เอกสารนี้ถือเป็นคำแปลเท่านั้น

Remark The English language used in this policy is merely a translation of Thai Version

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION

This is 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.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
3. Fines, penalties, punitive or exemplary damages.

WAR AND TERRORISM EXCLUSION

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

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 war like 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



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(2) any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the used 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 (1) and (2) above. In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.

COMMUNICABLE DISEASE EXCLUSION (LMA5394)

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this re/insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism v/here:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

