เอกสารแนบ 3
กรมธรรม์ประกันภัย

1115 ถนนพระราม 3
แขวงช่องนนทรี
เขตยานนาวา
กรุงเทพ ฯ 10120
[redacted]

บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND,
[redacted]

ORIGINAL

EXCESS OF LOSS

THIRD PARTY LIABILITY

Whereas the Insured named in the Schedule hereto has made to the Dhipaya Insurance PublicCompany Limited (hereinafter called "the Insurers") &/ or co-insurers with 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 and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

Issued at Bangkok this 11th February 2022

1115 ถนนพระราม 3
แขวงช่องนนทรี
เขตยานนาวา
กรุงเทพ ฯ 10120
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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND,
[redacted]

THE SCHEDULE

POLICY NO.	:	**14013-299-220000721**
TYPE	:	**EXCESS OF LOSS THIRD PARTY LIABILITY INSURANCE**
INSURER	:	Dhipaya Insurance Public Company Limited 60% Bangkok Insurance Public Company Limited 40%
INSURED	:	**a) PTTLNG Company Limited** as employers and/or **b) Italian-Thai Development Public Company Limited** as Main Contractor and/or sub-contractors
PROJECT	:	PTTLNG Interconnecting Pipeline Project
PROJECT DESCRIPTION	:	All work and activities awarded or undertaken by the insured in respect of **PTTLNG Interconnecting Pipeline Project –** construction of interconnecting 28" pipeline from PTTLNG Terminal to Nong Fab Station, distance 12 k.m
LOCATION	:	Map Ta Phut Industrial Estate, Map Ta Phut, Rayong
THE GEOGRAPHICAL LIMITS	:	**Thailand**
DISPUTE	:	Shall be govern by Thai Law & Regulations
PERIOD	:	**15 months from 13th December 2021** inclusive 2 months testing and commissioning period followed by 24 months maintenance period Thailand standard Time
INTEREST	:	To indemnify the Insured for legal liability arising out of the death of,or bodily injury (including disease) to persons and/or loss of, or, damage to property arising out of the execution of the Contract and occurring during the period of insurance
PROJECT CONTRACT VALUE	:	**Contract Value** **THB. 1,104,000,000** (a) Principal Exiting Property **THB. 300,000,000** (on Ground and underground)
LIMIT OF THIRD PARTY LIABILITY	:	THB 500,000,000 any one accident and in aggregate during the period of Insurance **IN EXCESS OF** THB 100,000,000 any one accident and in aggregate during the period of Insurance

ORIGINAL DEDUCTIBLE (each and every loss) :

(i) 10% of Loss or min.THB.250,000 for property damage only

(ii) NIL for Bodily Injury

(iii) 10% of loss or min. THB 500,000 for VRWS, Underground Cables and Pipe

In the event of loss, damage, or occurrence whereby more than one deductible applies or where one loss or occurrence involves the potential application of one deductible over more than one section of the policy, the highest deductible will apply

CONDITIONS :

1. Automatic Extension: 3 months Subject to Terms and Additional Premium to be agreed
2. Cross Liability Clause
3. Error and Omission Clause
4. Loss Notification Clause 45 days
5. Nominated Loss Adjuster McLarens (Thailand) Ltd. / Crawford (Thailand) Ltd.
6. Principal's Employees and Representatives as Third Parties
7. Sudden and Unforeseen seepage and pollution clause
8. Third Party Liability Cover during Maintenance Period
9. Tool of Trade Clause
10. Third Party Liability in respect of Existing Underground Cables and Pipelines L/L: THB. 50,000,000 any one occurrence and in aggregate
11. Vibration, Removal or Weakening of Support MR120 L/L: THB. 50,000,000.- any one occurrence and in aggregate
12. Waiver of Subrogation Clause (applicable to Manufacturers and Suppliers for their manual on site activity only)
13. Absolute Asbestos Exclusion
14. Communicable Disease Exclusion
15. War and Terrorism Exclusion
16. Cyber Exclusion
17. Professional Liability Exclusion
18. Pandemic Exclusion
19. Environmental Impairment Liability Exclusion
20. Pure Financial Loss Exclusion
21. Product Liability / Completed Operation Liability Exclusion
22. Sanction Clause

EXCLUSIONS The insurance under this policy will not cover any WET WORK

Issued at Bangkok this Thursday, 11th February 2022

( ) Direct Insurance ( ) Agent (x) Broker Siam Consultant & brokers Co., Ltd. License No. ว00193/2525

As evidence the company has caused this policy to be signed by duty authorized persons and the company's stamp to be affixed at its office.

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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND.
[redacted]

ATTACHING TO AND FORMING PART OF POLICY NO. 14013-299-210000721

CO-INSURANCE CLAUSE

The subscription hereto of "Co-insurers" is as mentioned below and the Co-Insurers, each for his own and not one for the other are severally and independently liable only for such proportion of any claim payable hereunder as their respective subscription hereto bears to the total subscribed amount of liability as shown in this Policy and shall in no event be responsible for the liability of the other Co-Insurers

Co-Insurers	Percentage Participation	Reference
Dhipaya Insurance Public Company Limited	**60%**	**Pol No. 14013-299-210000721**

[redacted] [redacted] [redacted]

....

Director Director Authorized Signature

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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
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[redacted]

ATTACHING TO AND FORMING PART OF POLICY NO. 14013-299-210000721

CO-INSURANCE CLAUSE

The subscription hereto of "Co-insurers" is as mentioned below and the Co-Insurers, each for his own and not one for the other are severally and independently liable only for such proportion of any claim payable hereunder as their respective subscription hereto bears to the total subscribed amount of liability as shown in this Policy and shall in no event be responsible for the liability of the other Co-Insurers

Co-Insurers	Percentage Participation	Reference
Bangkok Insurance Public Company Limited	40%	Policy no. 621-01581-1476

[redacted] Director

[redacted] Director

[redacted] Authorized Signature

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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND.
[redacted]

THIRD PARTY LIABILITY

INSURING CLAUSE

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

a) accidental bodily injury to or illness of third parties (whether fatal or not),

b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section 1 and happening on or in the immediate vicinity of the site during the period of cover.

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

a) all costs and expenses of litigation recovered by any claimant from the Insured, and

b) all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this Section shall not exceed the limits of indemnity stated in the Schedule.

SPECIAL EXCLUSIONS TO TPL SECTION

The Insurers will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1 of this Policy;

3. 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 (unless especially agreed upon by endorsement);

4. liability consequent upon

    a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or members of their families;

    b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or an employee or workman of one of the aforesaid;

    c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

    d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

SPECIAL CONDITIONS APPLYING TO TPL SECTION

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this Section.

ENDORSEMENT APPLICABLE

1. Automatic Extension of the Contract Period 3 months

(Subject to Terms and Additional Premium to be agreed)

It is hereby understood and agreed that the Company shall automatically extend the period of insurance under the policy for 3 months if there is any delay in completion of the contract at additional premium at rate and terms to be agreed. Such additional premium to be payable on commencement of the extension period

2. Cross Liability Clause (MR 002)

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 Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance.

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

3. Error and Omission Clause

Any unintentional or inadvertent error or omission in name or description or amount or reporting or notification in respect of this Policy by one of the Insured shall not operate to the prejudice of any of the other Insureds, providing the error or omission is corrected when discovered by the first named Insured. For the purposes of this clause, 'error or omission' shall only mean an administrative or clerical error or omission. Any other failure to comply with the terms and conditions of this policy shall not be an inadvertent error or omission, and shall in no event modify any rights or duties under this policy.

4. Loss Notification Clause (45 days)

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the insurers within 45 days of any circumstances or events giving rise or likely to give rise to a claim under this policy.

5. Nominated Loss Adjuster Clause

It is hereby declared and agreed that in the event of any loss covered by this Policy the amount of such loss shall be adjusted subject to the terms and conditions of the Policy by any of the approved firms of adjusters as follows:

a) McLarens (Thailand) Ltd.
b) Crawford (Thailand) Ltd.

6. Principal's Employees and Representatives as Third Parties

Notwithstanding Special Exclusion above it is hereby agreed and noted that the coverage under Section TPL of this Policy is extended to include, as the Third Party, the employees, the consulting engineer(s) and/or representative(s) of the Employer who visit the construction site for the purpose of job inspection or supervision.

7. Sudden & Accidental Pollution or Contamination

This insurance does not apply to liability in respect of death, illness or bodily injury, or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, dust, noise, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water : but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

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

8. Third Party Liability Cover during Maintenance Period (24 months)

It is hereby declared and agreed that in respect of section III, Third Party Liability of this policy includes coverage for third party any accidental liability arising from the use of road registered mobile plant of the site as a tool of trade which is the property of the contractor and their subcontractors but only in respect of such liability not to be insured under any other policy of insurance.

9. Tool of Trade Plant Clause

It is hereby declared and agreed that in respect of Section 2, Third Party Liability, the term of motor vehicles licensed for general road use shall not include item of plants which on site working as a tool of trade.

10. Third Party Liability in respect of Existing Underground Cables and Pipelines
(Sublimit Bht. 50,000,000.- any one occurrence in aggregate)

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 Insuredin respect of loss of or damage to existing underground property and/or cables and/or pipes or otherunderground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such existing underground property, cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such existing underground property or cables, pipes or other underground facilities, any consequential damage being excludedfrom the cover.

Limit of Liability: Included in Third Party Liability Limit but not exceed THB 50,000,000 any one accident and in aggregate

Deductible: 10% of loss or minimum THB. 500,000.- each and every loss whichever is the higher per claimant

11. Vibration Removal Weakening of Support (MR120)

(Sublimit Bht. 50,000,000.- any one occurrence in aggregate)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 2 of this Insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,

– the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,

– if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

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

– loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,

– superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,

– the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible: 10% of loss or minimum THB. 500,000.- each and every loss whichever is the higher per claimant

12. Waiver of Subrogation Clause (applicable for Manufacturers and Suppliers)

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, in the event of a claim arising under this Policy, the Company agrees to waive any rights, remedies or relief to which they may become legally entitled by subrogation against Manufacturers and Suppliers (for their manual on-site activity only). :–

13. Absolute Asbestos Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

14. Communicable Disease Exclusion (LMA5393)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable

to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test :
   2.1. for a Communicable Disease, or
   2.2. any property insured hereunder that is affected by such Communicable Disease.

3. 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 where:
   3.1. 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
   3.2. 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
   3.3. 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 insured hereunder.

4. For the purposes of this endorsement, Communicable Disease (as mentioned above), includes, but is not limited to, HIV/AIDS, Swine Infuenza, SARS and COVID19 (Coronavirus Disease 2019), including any mutations and associated viruses thereof

5. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

15. Communicable Disease Exclusion (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease

3. 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 where:

   3.1. 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

   3.2. 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

   3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

4. For the purposes of this endorsement, Communicable Disease (as mentioned above), includes, but is not limited to, HIV/AIDS, Swine Infuenza, SARS and COVID19 (Coronavirus Disease 2019), including any mutations and associated viruses thereof

5. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

16. War and Terrorism Exclusion

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

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

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

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Reinsurers allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain

17. PROPERTY CYBER AND DATA ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
   1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
   1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto .

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that

Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act .

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation .These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data .If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media .However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled .

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

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording .

Definitions

6. Cyber Loss means 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 any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident .

7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System .

8. Cyber Incident means:
   8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
   8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System .

9. Computer System means :

   9.1 any computer, hardware, software, communications system, electronic device)including, but not limited to, smart phone, laptop, tablet, wearable device(, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party .

10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System .

11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself .

LMA5400
11 November 2019

18. Professional Liability Exclusion

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the named insured, including but not limited to the preparation orapproval of maps, plans, opinions, reports, surveys, designs or specifications.

19. Pandemic Exclusion

The insurance under this policy is excluded pandemic situation.

20. Environmental Impairment Liability Exclusion

The insurance under this policy is excluded the liability of environmental Impairment.

21. Pure Financial Loss Exclusion

This Policy does not apply to any liability arising directly or indirectly with pure financial loss arising in the absence of Property Damage and/or Personal Injury.

All other terms and conditions remain unchanged.

22. Product Liability Completed Operation Liability Exclusion

The insurance under this policy is excluded product

23. Sanction Clause

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

CLAIMS CONDITIONS OF THE POLICY

On the happening of any occurrence giving rise to or likely to give rise to a claim under this Policy the Insured shall as soon as practicable after the occurrence:

(a) give notice thereof in writing to the Insurers giving an indication as to the nature and extent of the loss, damage or injury;

(b) take all reasonable steps to minimise the extent of the loss or damage and inform the police authorities in the event of loss or damage due to theft, burglary or any malicious person(s) for the purpose of recovering any property so lost and to discover and punish the guilty person or persons;

(c) preserve any damaged or defective Property Insured or things which might prove necessary or useful by way of evidence in connection with any claim and make available for inspection by a representative of the Insurers;

(d) when called upon to do so furnish to the Insurers in writing all details of the occurrence together with such evidence vouchers proofs and explanations as the Insurers may reasonably require. For the purpose of this condition the term "Insurers" shall embrace the local broker or agent if applicable;

(e) forward to the Insurers every letter writ summons or process as soon as practicable after receipt thereof and give notice to the Insurers in writing as soon as practicable after the Insuredshall have knowledge of an impending prosecution or inquest in connection with any accident for which the Insured may be liable under this Policy ;

(f) where required by the Insurers for any claim or potential claim any one of the following shall be appointed as Loss Adjusters (unless otherwise mutually agreed between Insurers and Insured):

- **McLarens Young International**
  Tel: 02 636 3200; Fax: 02 636 0240-1

- **Crawford (Thailand) Ltd.**

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurers, nor shall the Insured be entitled to abandon any property to the Insurers.

- END -

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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND,
[redacted]

ORIGINAL

CONSTRUCTORS' ALL RISKS AND THIRD PARTY LIABILITY

Whereas the Insured named in the Schedule hereto has made to the Dhipaya Insurance Public Company Limited (hereinafter called "the Insurers") &/ or co-insurers with 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 and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

Issued at Bangkok this 10th February 2022

1115 ถนนพระราม 3
แขวงช่องนนทรี
เขตยานนาวา
กรุงเทพ ฯ 10120
[redacted]

บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
CHONG NONSI,
YANNAWA, BANGKOK 10120,
THAILAND.
[redacted]

THE SCHEDULE

POLICY NO.	:	**14019-299-220000115**
TYPE	:	CONTRACTORS ALL RISKS AND THIRD PARTY LIABILITY INSURANCE
INSURER	:	Dhipaya Insurance Public Company Limited 50% Bangkok Insurance Public Company Limited 40% Viriya Insurance Public Company Limited 10%
INSURED	:	**a) PTTLNG Company Limited** as employers and/or **b) Italian-Thai Development Public Company Limited** as Main Contractor and/or sub-contractors
PROJECT	:	PTTLNG Interconnecting Pipeline Project
PROJECT DESCRIPTION	:	All work and activities awarded or undertaken by the insured in respect of **PTTLNG Interconnecting Pipeline Project –** construction of interconnecting 28" pipeline from PTTLNG Terminal to Nong Fab Station, distance 12 k.m
LOCATION	:	Map Ta Phut Industrial Estate, Map Ta Phut, Rayong
THE GEOGRAPHICAL LIMITS	:	**SECTION 1 – CONSTRUCTION ALL RISKS** Anywhere in Thailand in connection with the Project **SECTION 2 - THIRD PARTY LIABILITY** Thailand
DISPUTE	:	Shall be govern by Thai Law & Regulations
PERIOD	:	**15 months from 13th December 2021** inclusive 2 months testing and commissioning period followed by 24 months maintenance period Thailand standard Time
INTEREST	:	**SECTION 1 CONSTRUCTION ALL RISKS**

(a) All Contract Works, whether permanent or temporary, materials (including free issue materials provided it is included in the sum insured), machinery, equipment incorporated or destined for incorporation therein, Temporary Buildings 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 and/or as may be more fully described in the Original Policy.

(b) Principals Existing property located on or immediately adjacent to the site and belonging to or held in the care custody or control by the Principal(s) or its Contractor(s) and/or Subcontractor(s)

INTEREST (CONT.) :

SECTION 2 "THIRD PARTY LIABILITY"
To indemnify the Insured for legal liability arising out of the death of, or bodily injury (including disease) to persons and/or loss of, or, damage to property arising out of the execution of the Contract and occurring during the period of insurance

ESTIMATED CONTRACT VALUE :

SECTION 1 – CONSTRUCTION ALL RISKS

(a) Contract Value	THB. 1,104,000,000
(b) Principal Exiting Property (on Ground and underground)	THB. 300,000,000

SECTION 2 – THIRD PARTY LIABILITY
THB 100,000,000 any one accident and in aggregate during the period of Insurance

SUB-LIMIT : Limit for Flood THB. 100,000,000 any one occurrence and in aggregate

DEDUCTIBLE (each and every loss) :

SECTION 1

- **10% of loss or Min. THB. 5,000,000** for Pipe Jacking, HDD Work and Principal Existing Property
- **10% of loss or min. THB. 500,000** for Act of God, Subsidence, Landslide, Collapse, Testing and commissioning, Consequence of Faulty Design, Earthquake, Storm, Tempest, Hurricane, Cyclone, Flood, Water Damage, and Maintenance
- **10% of loss or min. THB.250,000** for other losses

SECTION 2

(i) 10% of Loss or min.THB.250,000 for property damage only
(ii) NIL for Bodily Injury
(iii) 10% of loss or min. THB 500,000 for VRWS, Underground Cables and Pipe

In the event of loss, damage, or occurrence whereby more than one deductible applies or where one loss or occurrence involves the potential application of one deductible over more than one section of the policy, the highest deductible will apply

CONDITIONS :

1. 50/50 Clause
2. Loss Occurrence Clause

3. Architectures, Surveyors and Professional Engineering Fees
   L/L: THB. 30,000,000 any one occurrence and in aggregate
4. Automatic Reinstatement of Sum Insured
   (subject to additional premium to be agreed)
5. Automatic Extension: 3 months Subject to Terms and Additional Premium to be agreed
6. Cross Liability
7. Consequences of Faulty Design Clause
8. Escalation Clause (not exceeding 20%)
9. Expediting Costs Clause (Including Airfreight) 20% of repair costs of any damage
10. Fire Extinguishing Expense Clause

L/L: THB. 30,000,000 any one occurrence and in aggregate

11. Extended Maintenance Clause (24 months)
12. Errors and Omissions Clause
13. Inland Transit Clause

L/L: THB. 30,000,000.- any one occurrence and in aggregate
DD: THB. 250,000 ecah and every loss

14. Insured Property in use clause (Excluding the commercial operation)
15. Leak search cost (MR218)
16. Loss Notification Clause 45 days
17. Nominated Loss Adjuster – Mc Larens and Crawford
18. Piling Warranty MR121
19. Plan and Document Clause

L/L: THB. 30,000,000.- any one occurrence and in aggregate

20. Principal Existing Property
21. Principal's Employees and Representatives as Third Parties
22. Preventive Measure Clause

L/L: THB. 30,000,000.- any one occurrence and in aggregate

23. Offsite Storage

L/L: THB. 30,000,000.- any one occurrence and in aggregate

24. Open Trench MR217
25. Removal of Debris

L/L: THB. 30,000,000.- any one occurrence and in aggregate

26. Strike Riot and Civil Commotion Clause
27. Safety Measure Flood and Inundation MR110
28. Sudden and Unforeseen seepage and pollution clause
29. Temporary Protection Clause

L/L: THB. 30,000,000.- any one occurrence and in aggregate

30. Temporary Site Office, camp, store belonging to Principal's Representatives and Contractor
    L/L: THB. 30,000,000.- any one occurrence and in aggregate
31. Third Party Liability Cover during Maintenance Period
32. Tool of Trade Clause
33. Third Party Liability in respect of Existing Underground Cables and Pipelines
    L/L: THB. 50,000,000.- any one occurrence and in aggregate
34. Vibration, Removal or Weakening of Support MR120
    L/L: THB. 50,000,000.- any one occurrence and in aggregate
35. Waiver of Subrogation Clause (applicable to Manufacturers and Suppliers for their manual on site activity only)
36. HDD of pipelines routes MR219
37. Section Clause MR106
38. Fire Fighting Facilities MR112
39. Absolute Asbestos Exclusion
40. Communicable Disease Exclusion
41. War and Terrorism Exclusion
42. Cyber Exclusion NMA 5393 / NMA 5396
43. Professional Liability Exclusion
44. Pandemic Exclusion
45. Environmental Impairment Liability Exclusion
46. Pure Financial Loss Exclusion
47. Product Liability / Completed Operation Liability Exclusion
48. Sanction Clause

EXCLUSION: The insurance policy will not cover any WET WORKS

Issued at Bangkok this Thursday, 10th February 2022

( ) Direct Insurance ( ) Agent (x) Broker Siam Consultant & brokers Co., Ltd. License No. ว00193/2525

As evidence the company has caused this policy to be signed by duty authorized persons and the company's stamp to be affixed at its office.

1115 ถนนพระราม 3
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เขตยานนาวา
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บริษัท ทิพยประกันภัย จำกัด (มหาชน)
DHIPAYA INSURANCE PUBLIC COMPANY LIMITED.

1115 RAMA 3 ROAD,
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YANNAWA, BANGKOK 10120,
THAILAND.
[redacted]

ATTACHING TO AND FORMING PART OF POLICY NO. 14019-299-220000115

CO-INSURANCE CLAUSE

The subscription hereto of "Co-insurers" is as mentioned below and the Co-Insurers, each for his own and not one for the other are severally and independently liable only for such proportion of any claim payable hereunder as their respective subscription hereto bears to the total subscribed amount of liability as shown in this Policy and shall in no event be responsible for the liability of the other Co-Insurers

Co-Insurers	Percentage Participation	Reference
Dhipaya Insurance Public Company Limited	50%	Pol No. 14019-299-220000115

[redacted] Director

[redacted] Director

บริษัท ทิพยประกันภัย จำกัด (มหาชน) DHIPAYA INSURANCE PUBLIC COMPANY LIMITED

[redacted] Authorized Signature

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Co-Insurers	Percentage Participation	Reference
Bangkok Insurance Public Company Limited	40%	Policy no. 621-01441-1073

[redacted] [redacted] [redacted]

Director Director Authorized Signature

ATTACHING TO AND FORMING PART OF POLICY NO. 14019-299-220000115

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Co-Insurers	Percentage Participation	Reference
Viriyah Insurance Public Company Limited	**10%**	22003/POL/000006-304

[redacted] [redacted]

..... Director

..... Director

[redacted]

..... Authorized Signature

SECTION 1 – CONSTRUCTION ALL RISKS

INSURING CLAUSE

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) 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 any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

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 provided a separate sum therefor has been entered in the Schedule.

SPECIAL EXCLUSIONS TO SECTION 1

The Insurers shall not, however, be liable for

a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;

c) loss or damage due to faulty design;

d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;

e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;

f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;

g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;

h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;

i) loss or damage discovered only at the time of taking an inventory.

PROVISIONS APPLYING TO SECTION 1

SUMS INSURED

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

BASIS OF LOSS SETTLEMENT

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

a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or

b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

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 items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) 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 shall not be recoverable under this Policy.

SECTION 2 – THIRD PARTY LIABILITY

INSURING CLAUSE

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

a) accidental bodily injury to or illness of third parties (whether fatal or not),

b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section 1 and happening on or in the immediate vicinity of the site during the period of cover.

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

a) all costs and expenses of litigation recovered by any claimant from the Insured, and

b) all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this Section shall not exceed the limits of indemnity stated in the Schedule.

SPECIAL EXCLUSIONS TO SECTION 2

The Insurers will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1 of this Policy;

3. 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 (unless especially agreed upon by endorsement);

4. liability consequent upon

    a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or members of their families;

    b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or an employee or workman of one of the aforesaid;

    c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

    d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

SPECIAL CONDITIONS APPLYING TO SECTION 2

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this Section.