ENDORSEMENT APPLICABLE

1. 50/50 Clause

Upon arrival at the Contract site, all insured property supplied or intended to be part of the contract which is packed or cracked should be visually inspected for signs of possible damage. If any sign of damage is visible, the items are to be unpacked immediately and further inspected and reported to the marine cargo Insurers (if such cover is applicable and was provided)

When no sign of loss or damage to the packing exists, any damage to the goods which subsequently becomes evident upon their unpacking will be ascribed to the marine cargo coverage (if applicable) or the contract works coverage. If it is not possible to establish which of the covers is primarily liable, it is agreed that settlement will be

2. Loss Occurrence Clause

The words "Loss Occurrence" shall mean individual losses arising out of and directly occasioned by one event. However, the duration and extent of any "Loss Occurrence" so defined shall be limited as specified in the Schedule and no individual loss from whatever insured peril, which occurs outside the periods or areas, set out in the Schedule, shall be included in that "Loss Occurrence". For the purposes of this Agreement, term "Loss Occurrence" shall be as follows:

1) The terms 'Loss Occurrence' and "Event" shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the peril which directly occasions the losses or where there are several perils which, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

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

   a. storm due to an atmospheric disturbance usually so designated by a meteorological institute;
   b. hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance;
   c. earthquake, tsunami, volcanic eruption;
   d. flood by one and the same instance of high water which may have more than one peak and which may occur in one or more bodies of water;
   e. conflagration;
   f. strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village.

2) If the number of events cannot be determined according to paragraph 1, the following hours clause is then applied. An event shall thus encompass a continuous period of time starting with the occurrence of the Insured's first individual loss and lasting:

   - 24 hours for perils mention under 1 (b)
   - 72 hours for perils mention under 1 (a), (e) and (f)
   - 504 hours for perils mentioned under 1 (d)
   - 168 hours for perils mentioned under 1 (c) as well as those perils not referred to in paragraph 1 but cover by this Policy.

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

3) In the case of more than one event, if it is impossible to allocate any losses, the Insured shall allocate them to the event whose cause is most likely to have occasioned them.

In case of uncertainty over scientific issues, the parties agree to seek expert advice

3. Architects Surveyors and Consulting Engineer's Fees Clause
(Sublimit Bht. 30,000,000. - any one occurrence and in aggregate.)

It is hereby declared and agreed that this policy shall extend to include an amount of not exceeding THB 30,000,000 in aggregate in respect of architects', surveyors', legal consulting engineers' and other fees for estimates plans specifications quantities tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon loss or damage which is the subject of indemnity under this insurance at a rate in accordance with the scale of the appropriate professional body ruling at the time of reinstatement but not for such fees for preparing any claim hereunder.

Subject always to the policy's terms, conditions and exceptions

4. Automatic Reinstatement of Sum Insured
(Subject to additional premium to be agreed)

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the Company shall maintain in force the full Sum Insured.

5. 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

6. 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.

7. Consequences of Faulty Design Clause (DE3)

1.1 It is agreed and understood that Exclusion No. 1 of the Material Damage Section (Building and Civil Engineering Works) of the Policy is deleted and replaced as follows :
"Loss or damage due to fault, defect, error, failure or omission in design, plans or specifications, but this Exclusion shall be limited to the structure or work directly affected and shall not extend to other structures, work or property lost or damaged as a consequence of such fault, defect, error, failure or omission"

provided always that

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

8. Escalation Clause (20%)

Notwithstanding anything contained herein to the contrary, it is agreed that if during the Construction Period the value of the Works shall exceed the Estimated Contract Value Sum Insured as specified in the schedule, the relevant Contract Value Sum Insured shall be increased automatically so that it is equal to such value, subject, however, to the increase not exceeding in any case 20% of the initial Contract Value Sum Insured.

Such escalation in value will be subject to Additional Premium to be payable by the Insured.

9. Expediting Costs Clause (Including Airfreight)
(Sublimit 20% of normal repair costs any one occurrence and in aggregate.)

Notwithstanding anything contained herein to the contrary, the Insurers hereby agree to indemnify the Insured in respect of the difference in costs between those calculated at normal or standard rates of reimbursement, and those actually incurred for overtime, weekend, public holiday and shift working, and for express freight (including air freight); provided that such costs necessarily and reasonably incurred by the Insured for the purpose of preventing or minimising any delay in completion of the Project solely due to accidental physical loss or damage as indemnified under Section 1.

Such costs shall not exceed 20% of each loss or damage, It is agreed that the cover by this Endorsement does not include any costs incurred in altering or improving the design, the material used or to be used, or the workmanship relating to the permanent or temporary works.

10. Fire Extinguishing Expense Clause
L/L: THB. 30,000,000 any one occurrence and in aggregate
It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, the sum 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 emloyees' 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.

All other terms and conditions remain unchanged.

11. Extended Maintenance Period Clause (24 months)

Notwithstanding anything contained herein to the contrary, this Policy does not cover loss or damage to the Works, occurring or arising during the Maintenance Period, except when:-

(a) arising from a cause occurring on the Construction Site during the Construction Period; or

(b) caused by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance clauses of his Contract in connection with the Project.

12. 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.

13. Inland Transit Clause

(For sublimit Bht. 30,000,000.- any one conveyance and in aggregate, Deductible Bht. 250,000.- each and every loss)

Notwithstanding anything contained herein to the contrary and subject otherwise to all the Policy terms and conditions, this Policy will indemnify the Insured in respect of accidental physical loss of or accidental physical damage to Property Insured, while said property is being transported on any land vehicle (including loading and unloading) to the Construction Site or temporary off-site storage facilities, other than during ocean marine or air transit, provided that (a) said property is owned, or is in the custody, care or control of the Insured; (b) the transits insurance hereunder shall only indemnify the Insured to the extent that such loss or damage is not recoverable under any other insurance, and (c) such transits take place within the country in which the Construction Site is located.

14. Contract Works Taken Over or Put into Use Clause
(Excluding Commercial Operation)

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 Section 1 and happens during the period of cover.

15. Cover for Leak Search Cost when Laying Pipelines

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, The insurer shall indemnify the insured also for the following items under this policy:

a. Leak Search costs following hydrostatic test (including the cost of leasing special apparatus, cost of operation and transport of such apparatus);

b. Earthwork on trenches not damaged in itself, such earthwork becoming necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling;

provided that

- The leak has been caused by an indemifiable event or is attributable to faulty execution on the site, and
- 100% of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

Costs caused by faulty repair of welding seams shall be excluded from the cover

16. 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.

17. 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.

18. Special conditions concerning piling foundation and retaining wall works (MR121)

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

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

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

19. Plans and Documents Clause
(Sublimit Bht. 30,000,000.- any one occurrence and in aggregate.)

In the event of accidental physical loss or accidental physical damage as indemnified under this Section to plans, drawings, files, documents, manuscripts, or computer system records forming part of the Property Insured, it is agreed that the indemnity hereunder shall include the cost of labour and computer time expended in reproducing such property, including any expenses incurred in producing the information contained thereon, but shall not include any loss suffered by the Insured due to the distortion or non-availability of such information.

It is hereby declared and agreed that Insurers limit of liability in respect of this Endorsement is a maximum of Bht. 30,000,000.- any one occurrence and in aggregate.

20. Principal Existing Property Clause

If existing property (excluding existing underground cables or pipelines) belonging to the Employer or held in the care, custody or control by the Employer or their Contractor(s) is lost or damaged as a result of work covered by this Policy, Insurers will cover the cost of repairs, rectification or replacement of such existing property, up to limit as specify in policy schedule

It is understood and agreed that cover provided by this Clause is subject to all prevailing terms and conditions of this Policy.

21. Principal's Employees and Representatives as Third Parties

Notwithstanding Special Exclusion above it is hereby agreed and noted that the coverage under Section 2 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.

22. Prevention Measure Clause

Costs and expenses incurred of protecting the Property Insured against potential further accidental physical loss or damage and or additional emergency prevention measures, taken or adopted by the Insured to prevent, reduce, minimise or protect any potential or threat of accidental physical loss or damage beyond those considered as normal given the prevailing circumstances. It is hereby declared and agreed that Insurers limit of liability in respect of this Memorandum is a maximum of THB 30,000,000 for any one occurrence and in aggregate

23. Off-Site Storage (Sublimit Bht. 30,000,000.- any one occurrence and in aggregate.)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

– ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;

– separating the storage units by fire-proof walls or by a distance of at least 50 metres;

– positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;

– limiting the value per storage unit.

24. Open Trench MR217

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rain, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items layed therein, up to a maximum length of 800 m open trench any one loss event. The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

25. Removal of Debris Clause

(Sublimit Bht. 30,000,000.- any one occurrence and in aggregate.)

This Policy will indemnify the Insured for the costs and expenses necessarily and reasonably incurred in the removal from the location of any accidental physical loss or accidental physical damage, and disposal of debris of any of the Property Insured provided that such loss or damage, giving rise to such debris, is insured by Section 1.

26. Strikes, Riot and Civil Commotion Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this Policy shall be extended to cover loss or damage due to strike, riot which for the purpose of this Memorandum 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 disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 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 done in furtherance of a strike or in resistance to a lock - out,

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 Memorandum had not been made thereon.

Special Conditions

1. This insurance does not cover

   a) loss or damage resulting from total or partial cessation of work or the retarding or 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 such building.

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. The coverage by this Memorandum does 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. This special condition 2 shall be always subject to the terms and conditions of Special Memorandum concerning Terrorism Exclusion.

3. The coverage by this Memorandum may at any time be terminated by the Insurers on 7 days notice to that effect being given by registered post to 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.

27. SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION (MR110)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood and inundation if adequate safety measures have been taken in designing and executing the project involved.

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

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

28. 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.

29. TEMPORARY PROTECTION CLAUSE (Sublimit Bht. 30,000,000.- any one occurrence and in aggregate.)

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 hoardings, barriers, fences and any other form of protection which the relevant Insured must provide, in order to comply with the requirements of any Government Department, Local Government or other Statutory Authority, provided that the indemnity afforded by this clause shall only apply where the requirement to provide protection as aforesaid occurs as a result of the operation of any peril or eventuality hereby insured against.

The limit of liability under this clause shall in no case exceed Bht. 30,000,000.- any one occurrence and in aggregate.

30. Temporary Site Office & Contents, Office's Equipment and Camps Clause (Sublimit Bht. 30,000,000.- any one occurrence and in aggregate)

Notwithstanding anything contained to the contrary, it is understood that the insurance under Material Damage Section of this policy is extended to include temporary site office, camp, store belonging to principal's representation and contractor located or adjacent to site within 2 km contained therein provided always that if the said insured property or any part thereof be destroyed or damaged by the insured perils any time during the period of insurance start in the policy, the company 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 THB 30,000,000 any one occurrence and in the aggregate

31. 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.

32. 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.

33. 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 Insured in respect of loss of or damage to existing underground property and/or cables and/or pipes or other underground 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 excluded from 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

34. 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

35. 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). :-

36. HDD of pipelines routes MR219

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurers will indemnify the Insured up to the sum insured or limit of indemnity indicated below for damage arising during horizontal directional drilling operations below rivers, railway embankments, motorways, etc., only if a soil analysis (soil samples, test borings, sieve analyses, etc.) required for proper drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work and if the contractor is familiar with the drilling technique.

It is further agreed and understood that the Insurers shall not indemnify the Insured for losses or damage caused by or resulting from

- missing the target point of the drilling, deviations from the scheduled direction; - loss of or change in the drilling mud (eg bentonite);

- damage to the outer insulation of pipeline in the area of horizontal directional drilling.

Sum insured1 (drilling costs + material value of pipeline to be drawn in + value of drilling equipment):

37. Section Clause MR106

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 directly or indirectly caused to or by embankments, cuttings and benchings, ditches, canals or road works if these embankments, cuttings and benchings, ditches, canals or road works are constructed in sections not exceeding in total the length stated below, irrespective of the state of completion of the insured works, and the indemnification for any one loss event shall be limited to the cost of repair of such sections.

Maximum length of section: 500 metres

38. Fire Fighting Expense Clause MR112

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that :

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

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

2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.

3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

   Opening for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work.

4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;

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

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

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

7. A Site Safety Coordinator is appointed.

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

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

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

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

8. The site is fenced off and access controlled.

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]

SPECIAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. 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.

2. Electronic Data Distortion / Corruption Endorsement (Cyber Clause)

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

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

(a) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,

(b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,

(c) 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 not otherwise excluded. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest, Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential Loss described in (a), (b), or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

3. War and Terrorism Exclusion (NMA 2919)

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 any section 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

4. 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.

5. 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. 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
25 March 2020

6. 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.

LMA5396

17 April 2020

7. Cyber Exclusion

It is noted and agreed this policy is hereby amended as follows:
The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:
(a) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,
(b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
(c) 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 not otherwise excluded. Defined Peril shall mean:

Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest, Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.
This Endorsement shall not act to increase or broaden coverage afforded by this policy.
Such Damage or Consequential Loss described in (a), (b), or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

8. 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 or approval of maps, plans, opinions, reports, surveys, designs or specifications.

9. Pandemic Exclusion

10. Environmental Impairment Liability Exclusion

11. 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.

12. Product Liability / Completed Operation Liability Exclusion

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]

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 Insured shall 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 -