

ภาคผนวกที่ 2

ใบอนุญาตการก่อสร้าง



ที่ ภก ๗๑๕๐๓/ ๒๑๓

องค์การบริหารส่วนตำบลเทพกระษัตรี
อำเภอถลาง จังหวัดภูเก็ต ๘๓๑๑๐

๓๑ มกราคม ๒๕๖๒

เรื่อง ขอตระวจสอบการใช้ประโยชน์ที่ดิน,ขอเชื่อมทางเข้า - ออก,รับรองความกว้างถนน

เรียน ผู้อำนวยการท่าอากาศยานภูเก็ต

อ้างถึง หนังสือด่วนที่สุด จากบริษัท ท่าอากาศยานไทย จำกัด (มหาชน) ที่ ทอท.๙๕๘/๒๕๖๒
ลงวันที่ ๒๒ มกราคม ๒๕๖๒

ตามที่ทางบริษัทท่าอากาศยานไทย จำกัด (มหาชน) จะดำเนินการก่อสร้างเป็นบ้านพักพนักงานแห่งใหม่ จำนวน ๑๓๐ อาคาร , บ้านพัก จำนวน ๓ หลังและอาคารสโมสร ๑ หลัง และที่จอดรถยนต์ บนโฉนดที่ดิน เลขที่ ๕๙๕๐,๕๙๕๑และ ๕๙๕๒ ณ หมู่ที่ ๙ ตำบลเทพกระษัตรี อำเภอถลาง จังหวัดภูเก็ต ซึ่งได้ขอสอบถามการใช้ประโยชน์ที่ดิน , ขอหนังสือรับรองเชื่อมทางเข้า - ออกโครงการ , หนังสือรับรองความกว้างเขตทางสาธารณะ (ภก.๔๐๐๗) เพื่อเป็นเอกสารประกอบการจัดทำรายงานวิเคราะห์ผลกระทบสิ่งแวดล้อมของโครงการ นั้น

องค์การบริหารส่วนตำบลเทพกระษัตรี ได้ตรวจสอบเอกสารและพื้นที่จริงแล้วมีรายละเอียด ดังนี้

๑. ตรวจสอบการใช้ประโยชน์ที่ดิน ตามประกาศกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม เรื่อง กำหนดเขตพื้นที่และมาตรการคุ้มครองสิ่งแวดล้อมในบริเวณพื้นที่จังหวัดภูเก็ต พ.ศ.๒๕๖๐ ที่ดินที่จะดำเนินโครงการอยู่ในบริเวณที่ ๘ ให้ทำได้เฉพาะอาคารที่มีความสูงไม่เกิน ๒๓ เมตร และต้องมี

(ก) ที่ว่างไม่น้อยกว่าร้อยละ ๓๐ของที่ดินแปลงที่ขออนุญาตสำหรับอาคารประเภทบ้านเดี่ยว บ้านแฝด อาคารสาธารณะ อาคารอยู่อาศัยรวมหรือสำนักงาน

(ข) ที่ว่างไม่น้อยกว่าร้อยละ ๑๐ ของที่ดินแปลงที่ขออนุญาตสำหรับอาคารประเภทห้องแถว ตึกแถว , หรืออาคารพาณิชย์

๒. ตรวจสอบการใช้ประโยชน์ที่ดิน ตามกฎกระทรวงให้ใช้บังคับผังเมืองรวมจังหวัดภูเก็ต พ.ศ.๒๕๕๔ และประกาศกฎกระทรวงให้ใช้บังคับผังเมืองรวมจังหวัดภูเก็ต (ฉบับที่ ๔) พ.ศ.๒๕๕๘ ที่ดินอยู่ในพื้นที่สีเหลือง (๑.๑๑) เป็นที่ดินประเภทที่อยู่อาศัยหนาแน่นน้อย ให้ใช้ประโยชน์ที่ดินเพื่ออยู่อาศัย การท่องเที่ยว สถาบันราชการ สาธารณูปโภคและสาธารณูปการเป็นส่วนใหญ่ สำหรับการใช้ประโยชน์เพื่อกิจการอื่น ให้ใช้ได้ไม่เกินร้อยละ สามสิบของแปลงที่ดินที่ยื่นขออนุญาต

๓. องค์การบริหารส่วนตำบลเทพกระษัตรี อนุญาตให้บริษัท ท่าอากาศยานไทย จำกัด (มหาชน) เชื่อมทางเข้า -ออกโครงการกับถนนสายป่าครองชีพ - ท่ามะพร้าว (๔๐๐๗) ได้ทั้งนี้ ทางโครงการจะต้องวางท่อคสล. ~~๐~~ ไม่น้อยกว่า ๐.๖๐เมตรพร้อมบ่อพัก

๔. จากการตรวจสอบพื้นที่ตั้งโครงการอยู่ติดกับถนนสายป่าครองชีพ - ท่ามะพร้าว(๔๐๐๗) เป็น
ถนนลาดยางผิวจราจร กว้าง ๖.๐๐ เมตร เขตทางกว้าง ๑๐.๐๐ เมตร

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

ว่าที่ร้อยตรี
(สมภพ ก้อนแก้ว)
นายกองค์การบริหารส่วนตำบลเทพกระษัตรี

กองช่าง

โทร ๐-๗๖๓๑-๓๖๑๕, ๐-๗๖๓๑-๑๙๙๔ ต่อ ๑๗

โทรสาร ๐-๗๖๒๗-๔๕๗๓ ต่อ ๑๑

www.thepkrasattri.go.th

“ภูเก็ตสามัคคี ร่วมใจภักดิ์ รักสถาบันพระมหากษัตริย์”

ภาคผนวกที่ 3

กรมธรรม์ประกันภัย

วิธีการปฏิบัติเมื่อมีความเสียหายเกิดขึ้น

1. การแจ้งเหตุใน และนอกเวลาทำการ

ท่านสามารถติดต่อกับเจ้าหน้าที่ของบริษัท เทเวศประกันภัย จำกัด (มหาชน) ได้ที่หมายเลข โทรศัพท์ 0-2670-4444 และสามารถโทรแจ้งที่ศูนย์รับแจ้งอุบัติเหตุ ตลอด 24 ชั่วโมง ที่หมายเลข 0-2670-4444 กด 1 หรือสายด่วนเทเวศประกันภัย 1291 หรือติดต่อกับเจ้าหน้าที่ โดยตรงตามหมายเลขด้านล่าง

- | | |
|---|--|
| - คุณชัยรุ่ง นิมิตสกุลพร เบอร์.0-81828-6296 | - คุณมัยรัช ฤทธิชัย เบอร์.0-63652-6599 |
| - คุณณัฐวุฒิ พงษ์ไทย เบอร์.0-85912-0380 | - คุณพงษ์พันธ์ แจ้งประยูร เบอร์.0-83904-7795 |
| - คุณทักษพร เอี่ยมวัฒน์ เบอร์.0-91878-6646 | - คุณชัชวาล กันธิกร เบอร์.0-88634-8816 |
| - คุณอรรคพล ประไพพงษ์ เบอร์.0-94352-2520 | |

2. กรณีที่ทรัพย์สินที่เอาประกันภัยได้รับความเสียหาย

- 2.1 โทรแจ้งเหตุที่ฝ่ายสินไหมทั่วไปทันที เมื่อเกิดเหตุ
- 2.2 ส่งใบแจ้งการเกิดเหตุ พร้อมแจ้งรายละเอียดต่างๆมายังบริษัทฯ
- 2.3 ภาพถ่ายความเสียหาย หรือภาพถ่ายที่เกิดเหตุ
- 2.4 ใบเสนอราคาค่าซ่อม / ประเมินราคาความเสียหาย , ใบเสร็จรับเงินราคาความเสียหาย
- 2.5 ใบเสร็จรับเงินค่ารักษาพยาบาล (ฉบับจริง), ใบรับรองแพทย์ (ถ้ามี)
- 2.6 นำเอกสารงานบันทึกประจำวันตำรวจ (ถ้ามี)



3. ท่านสามารถแจ้งเหตุ หรือติดต่อกับเจ้าหน้าที่ของฝ่ายฯ ผ่านทาง Application Line ของฝ่ายสินไหมทั่วไป โดยสแกน QR-CODE หรือ Add Line iD : non-motorclaim สามารถใช้ได้ทั้ง IOS และ Android



บริษัท เดอะเวสประกันภัย จำกัด (มหาชน)
97 และ 99 อาคารเดอะเวสประกันภัย ถนนราชดำเนินกลาง
แขวงบวรนิเวศ เขตพระนคร กรุงเทพฯ 10200
โทร : 0 2080 1599 สายด่วน 1291 โทรสาร : 0 2629 4150
E-mail : dvsins@deves.co.th, www.deves.co.th

THE DEVES INSURANCE PUBLIC COMPANY LIMITED
97, 99 Deves Insurance Building, Ratchadamnoen Klang Avenue,
Borwornnives, Phranakorn, Bangkok 10200, Thailand
Tel : 0 2080 1599 Hotline : 1291 Fax : 0 2629 4150
E-mail : dvsins@deves.co.th, www.deves.co.th

ทะเบียนเลขที่ / เลขประจำตัวผู้เสียภาษีอากร 0107537002478

CONTRACT WORKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to THE DEVES INSURANCE PUBLIC COMPANY LIMITED

(hereinafter called “the Insurers”) a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be Incorporated herein,

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

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

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



GENERAL CONDITIONS

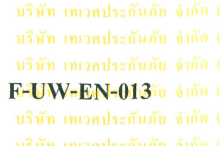
- 1 The Insured at his own expense shall take all reasonable precautions to prevent loss, damage or liability and to comply with sound engineering practice, statutory requirements and manufacturers' recommendations designed to ensure the safe working of plant and equipment. The Insured shall also maintain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

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

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

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

- 5 The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.



ต้นฉบับ

Policy No. 5I/2021-E0010001-NP-NCR

In Witness whereof the Undersigned being duly authorised by the insurers and on behalf of the Insurers has/have here unto set his/their hand(s).

this 29th day of January 2021

Director

President

Authorized Signature

Rev.0:01/06/2009

ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

| | | |
|---------------------|---|---|
| Type | : | Contract Works Insurance |
| Project | : | ก่อสร้างบ้านพักพนักงาน ทำอาภาศยานภูเก็ต จำนวน 1 งาน |
| Insured | : | บริษัท ทำอาภาศยานไทย จำกัด (มหาชน) ในฐานะเจ้าของโครงการ และ/หรือ บริษัท เวล เกรด เอ็นจิเนียริง จำกัด (มหาชน) ในฐานะผู้รับเหมาหลัก และ/หรือ ผู้รับเหมาช่วงอื่นๆ |
| Title of Contract | : | งานโครงสร้าง (รวมงานเสาเข็ม) งานสถาปัตยกรรม งานระบบไฟฟ้า งานระบบปรับอากาศ งานระบบสุขาภิบาล งานภูมิทัศน์ และงานอื่นๆ ที่เกี่ยวข้อง ตามสัญญาว่าจ้าง |
| Contract Site | : | ถนนสายบ้านป่าครองชีพ-บ้านแหลมทราย ตำบลเทพกระษัตรี อำเภอถลาง จังหวัดภูเก็ต 83110 |
| Period of Insurance | : | 720 days from 29/01/2021 to 18/01/2023 Plus 24 months maintenance period (including 4 weeks testing) |
| Interest | : | All Contract Works, whether permanent or temporary works, materials to be incorporated or for incorporation therein. Materials or items supplied by the Principal. Property to be erected including Freight Customs Duties and Costs of Erection. |
| Coverage | : | <u>Section I Building and Civil Engineering Works and Section II Machinery Erection</u> Property Insured shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, such as fire, lightning, explosion, subsidence, landslide, collapse, water damage and theft |



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Section III Third Party Liability

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

- a) accidental bodily injury or illness to any person
- b) accidental loss or damage to property occurring in direct connection with the performance of the contract and happening on or in the immediate vicinity of the contract site during the period of insurance.

Sum Insured : **Section I Building and Civil Engineering Works and Section II Machinery Erection**
 - Contract Works THB 558,110,000.-

Section III Third Party Liability

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

Sub Limit under Coverage for Natural Perils

Windstorm (including Hurricane and Cyclone), Flood, Earthquake or Volcanic Eruption or Tidal Wave or Tsunami and Hail combined single limit of THB 50,000,000.- any one occurrence and in the aggregate during insurance period.

Excess : **Section I Building and Civil Engineering Works and Section II Machinery Erection**

In respect of each and every occurrence for loss or damage arising out of :-

- i) subsidence, landslide, collapse, The first THB 60,000.-
any water damage, theft and maintenance
- ii) any other cause The first THB 50,000.-
- iii) during erection The first 10% of loss amount
or minimum THB 50,000.-
whichever is higher
- iv) during testing The first 10% of loss amount
or minimum THB 50,000.-
whichever is higher

ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

- | | |
|---|--|
| v) Windstorm (including Hurricane, Cyclone), Flood, Earthquake or Volcanic Eruption or Tidal Wave or Tsunami and Hail | The first 10% of loss amount or minimum THB 50,000.- whichever is higher |
|---|--|

Section III Third Party Liability

In respect of each and every occurrence for :-

- | | |
|-----------------------------------|------------------------|
| i) bodily injury or death | Nil |
| ii) loss of or damage to property | The first THB 30,000.- |

Special Conditions : The insurance under this Policy is subject to the following clauses hereto attached

1. Architects, Surveyors and Consulting Engineers' Fees Clause

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

2. Automatic Extension of Contract Period Clause

(3 Months with additional premium and terms to be agreed)

3. Automatic Reinstatement of Sum Insured/Reinstatement of Sum Insured After Loss

4. Cessation of Work Clause (45 days)

5. Consequence of Faulty Design

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

6. Cover for Loss or Damage due to Strike and Riot

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

8. Cross Liability

9. Debris Removal Clause

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

10. Escalation Clause (not exceeding 20%)

11. Existing Property or Property Belonging to or Held in Care, Custody or Control by Insured

Limit of Indemnity : THB 5,000,000.- any one occurrence and in the aggregate during insurance period.**Excess** : the first 10% of loss amount or minimum THB 50,000.- whichever is higher each and every loss.

12. Expediting Costs Clause (20% of normal repair costs excluding Airfreight)

13. Extended Maintenance Cover Clause (24 months)



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14. Extension of Cover for Vibration, Removal or Weakening of Support Clause
Limit of Indemnity : THB 30,000,000.- any one occurrence and in the aggregate during insurance period.

Excess : the first 10% of loss amount or minimum THB 50,000.- whichever is higher per building or per claimant in respect of any one occurrence.

15. Fire Fighting Expenses Clause

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

16. Fire Prevention Measures

17. 72 Hours Clause

18. Inland Transit Clause

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

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

19. Off-Site Storage Clause

Limit of Indemnity : THB 30,000,000.- any one occurrence and in the aggregate during insurance period, subject to the excess of the first THB 20,000.- each and every loss.

Limit of Indemnity : THB 30,000,000.- any one occurrence and in the aggregate during insurance period for Windstorm (including Hurricane, Cyclone), Flood, Earthquake or Volcanic Eruption or Tidal Wave or Tsunami and Hail. However, this sub limit for Natural Perils is combined in total sub limit under coverage of Natural Perils under this Policy, subject to the excess of the first 10% of loss amount or minimum THB 50,000.- whichever is higher each and every loss.

20. Plans & Documents Clause

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

21. Principal's Employees and Representatives Clause

22. Special Conditions Concerning Fire-Fighting Facilities and Fire Safety on Construction Site

23. Special Conditions Concerning Piling Foundation and Retaining Wall Works



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24. Temporary Protection Clause

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

25. Third Party Liability in respect of Existing Underground Cables or Pipelines

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

Excess : the first 10% of loss amount or minimum THB 50,000.- whichever is higher any one occurrence

26. Waiver of Subrogation

27. Sub Limit for Windstorm Endorsement

28. Sub Limit for Flood Endorsement

29. Sub Limit for Earthquake or Volcanic Eruption or Tidal wave or Tsunami Endorsement

30. Sub Limit for Hail Endorsement

31. Absolute Asbestos Exclusion

32. Industries, Seepage, Pollution and Contamination Exclusion (NMA 1686)

33. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

34. Sanction Limitation and Exclusion Clause (Tor Sor Ror.001)

35. Electronic Data and Internet Endorsement (ทศ.1.68)

36. War and Terrorism Exclusion (อภ./ทศ.1.69)

It is hereby understood and agreed that this policy shall not cover loss of or damage occurred before 08/03/2021



ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

1. ARCHITECTS, SURVEYORS AND CONSULTING ENGINEERS' FEES CLAUSE

It is hereby declared and agreed that the Sum Insured under Section I of this Policy includes an amount not exceeding THB 50,000,000.- any one occurrence and in the aggregate during insurance period 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 term, conditions and exceptions.

CLAUSE/CAR/1

2. AUTOMATIC EXTENSION OF CONTRACT PERIOD CLAUSE

It is hereby agreed and understood that the Insurers shall automatically extend the Period of Insurance under the Policy for 3 months if there is any notification of delay in completion of the contract before expiry at premiums to be agreed. Such additional premium is to be payable on the commencement of the extension in period.

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

CLAUSE/CAR/114

3. AUTOMATIC REINSTATEMENT OF SUM INSURED / REINSTATEMENT OF SUM INSURED AFTER LOSS

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.

CLAUSE/CAR/4

4. CESSATION OF WORK CLAUSE

This insurance is extended to cover loss or damage or liability caused by or arising out of cessation of work for a period not exceeding 45 days due to perils insured against under this Policy.

CLAUSE/CAR/9



ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

5. CONSEQUENCE OF FAULTY DESIGN

1. INSURANCE COVER

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

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

provided always that

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

2. PERIOD OF INSURANCE

The Period of Insurance for this Endorsement is identical with the Contract Works period specified in the Schedule.

3. SUM INSURED - ADDITIONAL PREMIUM

- 3.1 The Sum Insured is identical with the estimated total value of the Contract Works specified in the Schedule.

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

Remark : Deleted Item No.3.1 under this clause and replaced by limit of Indemnity hereunder:-

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

CLAUSE/CAR/14



ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

6. COVER FOR LOSS OR DAMAGE DUE TO STRIKE AND RIOT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike and riot which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or 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 performed 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 Endorsement had not been made thereon.

Special Condition

1. This insurance does not cover
 - a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,



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- d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Insurers are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

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

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

CLAUSE/CAR/22-24

7. COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD (24 MONTHS)

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 this Policy shall be extended for the maintenance period stated in Endorsement "Extended Maintenance Cover".

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

CLAUSE/CAR/115



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8. CROSS LIABILITY

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.

CLAUSE/CAR/29

9. DEBRIS REMOVAL CLAUSE

It is understood that the insurance by Section I of this policy is extended to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers in :

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property by the said Section destroyed or damaged by any perils hereby insured against.

The liability of the Insurers under this clause and the policy in respect of this extension shall in no case exceed THB 50,000,000.- any one occurrence and in the aggregate during insurance period.

CLAUSE/CAR/34

10. ESCALATION CLAUSE

It is hereby understood and agreed that the Total Sum Insured as hereinafter specified if increase for any reason whatsoever to an amount not in excess of 20% of the amount stated as Sum Insured this amount shall be automatically held covered and the premium will be adjusted accordingly on expiring of the Policy.

CLAUSE/CAR/39



ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

11. EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY INSURED

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I&II of this insurance shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section I&II.

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

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

The Insurers will not indemnify the Insured for

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

Limit of Indemnity : THB 5,000,000.- any one occurrence and in the aggregate during insurance period.

Excess : the first 10% of loss amount or minimum THB 50,000.- whichever is higher each and every loss.

CLAUSE/CAR/117

12. EXPEDITING COSTS CLAUSE

It is agreed and understood that the Insurers will also indemnify the Insured in respect of extra charges for overtime work, night work, work on public holidays and express freight provided that such charges are incurred in connection with an indemnifiable loss or damage to property insured under the policy with limit of indemnity any one occurrence and in the aggregate is limited to 20% of the repair cost of any damage. Extra charges for airfreight are excluded by this Policy.

CLAUSE/CAR/43



ATTACHING TO AND FORMING A PART OF POLICY NO. 5I/2021-E0010001-NP-NCR

13. EXTENDED MAINTENANCE COVER CLAUSE

The Insurance Policy is extended for the Maintenance Period on condition that its cover shall be limited as follows:

1. INSURANCE COVER

- 1.1 It is agreed and understood that the Insurers will indemnify the Insured solely for loss of or damage to the property insured under the Material Damage Section of the Policy, occurring during the Maintenance Period specified in the Schedule and only when it caused by
- 1.1.1 the Insured whilst at the Contract Site for purpose of doing work in order to comply with the maintenance obligations under the Contract
- 1.1.2 any act or omission of the Insured whilst at the Contract Site during the Contract Works period specified in the Schedule.

- 1.2 All terms, conditions, exclusions and endorsements of the Policy referring to or contained in the Material Damage Section shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement.

2. MAINTENANCE PERIOD

The Maintenance Period shall commence for the entire works upon completion of commissioning and testing or whenever the works are taken over or taken into use, whichever is earlier.

It shall end on the date specified in the Schedule.

If individual parts of the works are tested, taken over or taken into use, the Maintenance Period shall begin and expire for each such part individually and shall not exceed the period in months specified in the Schedule. The Insured shall notify the Insurers of such gradual taking over.

3. SUM INSURED-ADDITIONAL PREMIUM

The Sum Insured is identical with the estimated contract value at completion of the Contract Works.

4. SUM INSURED – ADDITIONAL PREMIUM

- 4.1 The Sum Insured under this additional cover is an aggregate limit of indemnities payable during the insurance period and is to be shown in the Schedule.
- 4.2 The Additional Premium is included in the Total Premium shown in the Schedule.

CLAUSE/CAR/46-47



ATTACHING TO AND FORMING A PART OF POLICY NO. 51/2021-E0010001-NP-NCR

14. EXTENSION OF COVER FOR VIBRATION, REMOVAL OR WEAKENING OF SUPPORT CLAUSE
(Total & Partial Collapse)

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 III of this insurance shall be extended to indemnify the Insured for liability in respect of total or partial collapse of any building or structure and/or any damage which impairs the structural stability of any building or structure or which endangers its users caused by or resulting from vibration or removal or weakening of support.

Provided that :

- 1) prior to the occurrence of such collapse or damage the condition of such building or structures was sound and all necessary safety precautions had been taken at the Insured own expenses.
- 2) upon discovery of damage which does not immediately result in total or partial collapse nor impairs the structural stability of any building or structure and which is caused by or alleged to be caused by or resulting from vibration or removal or weakening of support arising out of any operations in connection with the execution of the contract the Insured shall immediately suspend such operations and shall at their own expense carry out repairs and taken whatever safety precautions may become necessary.
- 3) the Insurers shall not indemnify the Insured in respect of damage caused by or resulting from vibration or removal or weakening of support to buildings or structures under demolition or declared by the relevant public authority to be unsafe.

The liability of Insurers in respect of damage caused by vibration or removal or weakening of support shall during the period of insurance not exceed THB 30,000,000.- any one occurrence and in the aggregate during insurance period.

The Insurers shall not be liable for the first 10% of loss amount or minimum THB 50,000.- whichever is higher per building or per claimant in respect of any one occurrence.

Provided always the amount to be borne by the insured shall apply separately to each building or structure and the extent of insurers liability assessed once piling and excavation work is completed.

Exclusions The insurers will not indemnify the Insured in respect of loss or damage to underground property of all kinds, waterpipe, underground cable, conduits for sewage, surface water drainage system, walkway, pavement, footpath, road, slab on ground, boundary wall, fence, annex extension and swimming pool.

CLAUSE/CAR/50-51

