

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

15. FIRE FIGHTING EXPENSES CLAUSE

It is agreed that in the event of a fire or a series of fires arising directly or indirectly from the same occurrence including fire threatening to involve the Property Insured under this Section of the Policy, the Insured shall be entitled to recover :-

- a) the replacement cost of materials used and/or damaged in extinguishing the same
- b) the cost of all clothing and/or personal effects damaged and/or lost as a result of fire and/or extinguishing the same unless specifically insured elsewhere
- c) all other actual expenses (including wages and the like paid for fighting, extinguishing and/or localising the fire)

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

CLAUSE/CAR/54

16. FIRE PREVENTION MEASURES

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the Insurers shall not be liable to indemnify the Insured in respect of any loss or damage directly or indirectly caused by fire and/or explosion,

1. If waste material, empty boxes, crates, waste wood, paper is not immediately removed from buildings and construction/erection works and stored at a safe distance and on the safe side of the site with regard to predominant wind direction
2. If alarm organisation, fire-fighting crew and fire fighting equipment are not ready for action prior to any machinery equipment or interior furnishing being stored or installed in the bare structure of buildings or machine rooms
3. If hot work - such as welding, flame cutting and the like and use of open fire for the application of hot coatings or for drying purposes etc. - is not specially guarded by at least one standby watchman who disposes of sufficient and immediately usable fire extinguishing capacity and who has a direct communication line to the fire alarm centre which is to be manned around the clock (24 hours)

CLAUSE/CAR/55



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17. 72 HOURS CLAUSE

It is agreed that all losses arising separately out of one event of

- a. earthquake
- b. storm, tempest or flood
- c. bursting, overflowing, discharging, or leaking of water tanks, apparatus or pipes

occurring within each and every separate period of 72 consecutive hours shall be adjusted as one loss.

CLAUSE/CAR/58

18. INLAND TRANSIT CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the insurance under this Policy is extended to cover loss or damage to the Insured Property as stated in the Schedule in respect of under Section I & II whilst in transit (excluding loading and unloading) from Offsite Storage to the Contract Site other than on waterways or by air within the territorial for the purpose of pursuing the Contract Works insured under this Policy.

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.

CLAUSE/CAR/63

19. OFF-SITE STORAGE CLAUSE

It is hereby declared and agreed that the insurance under this policy is extended to cover the construction materials in offsite storage awaiting delivery to the contract site.

The liability of the Insurer under this extension in respect of all or any occurrence shall not exceed THB 30,000,000.- any one occurrence and in the aggregate during insurance period. The Insured shall be responsible for the first THB 20,000.- each and every loss.

Limit of Indemnity for Natural Perils : 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.

Subject always to the policy terms, conditions and exceptions.

CLAUSE/CAR/70



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20. PLANS & DOCUMENTS CLAUSE

It is agreed that this policy is extended to cover loss of or damage to plans & documents subject to a limit of THB 30,000,000.- any one occurrence and in the aggregate during insurance period.

CLAUSE/CAR/72

21. PRINCIPAL'S EMPLOYEES AND REPRESENTATIVES CLAUSE

The insurance under Section III "Third Party Liability" of the Policy is extended to cover liability of the Insured consequent upon

- a) Accidental loss or damage to property belonging to Principal's employees and Principal's representatives (Supervision Personnel) who concerned with the performance of the Contract insured under the Policy.
- b) Accidental Bodily Injury to Principal's employees and Principal's representatives (Supervision Personnel) who concerned with the performance of the Contract Insured under the Policy.

Limit of indemnity	: Included in Section III
Deductible	: As per in Section III
Extra Premium	: Included in Section III

CLAUSE/CAR/76

22. SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

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.
2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals
3. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste regularly depending on the quantity



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4. 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.

5. 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.

6. A Site Safety Coordinator is appointed.

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 regularly.

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

7. The site is fenced off and access controlled.

8. Upon completion of testing and commissioning of the permanent fire protection systems, the insured will ensure that these are maintained in an operating condition until final handover and acceptance of the project

CLAUSE/CAR/118



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23. SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS

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;
 - 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.

CLAUSE/CAR/85

24. TEMPORARY PROTECTION CLAUSE

This Policy extends to cover costs and expenses incurred by or on behalf of any of the Insured anywhere within the Territorial Limits mentioned in the schedule in the purchasing and/or hiring and in the erection and dismantling of 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 THB 30,000,000.- any one occurrence and in the aggregate during insurance period.

CLAUSE/CAR/95



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25. THIRD PARTY LIABILITY IN RESPECT OF EXISTING UNDERGROUND CABLES OR PIPELINES

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

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

the Insured had requested and obtained from the public authorities or
the owners of such an underground system the exact position of all cables or pipes

the Insured had traced their existence and indicated location

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

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.

CLAUSE/CAR/96

26. WAIVER OF SUBROGATION

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 waive their rights of subrogation against any other parties relating to this construction works who would in the event of a subrogation action being pursued submit a claim to and be indemnified by the Insurers under this policy.

CLAUSE/CAR/100



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27. SUB LIMIT FOR WINDSTORM ENDORSEMENT

This endorsement is forming part of this Policy.

It is hereby agreed that under this Policy, the sub limit shall be set for loss or damage caused by windstorm.

- 1) By this sub limit for windstorm, the average clause shall not be applied in consideration of indemnification in case of loss or damage to property insured.
- 2) This sub limit for windstorm shall be deemed as the maximum limit of indemnity for the whole period of insurance. When the loss or damage occurred and the Company has already paid for such loss or damage, such maximum limit shall be reduced by the amount of any loss paid by the Company.
- 3) This sub limit for any one occurrence and in aggregate shall be in accordance with the sub limit as stated in the policy schedule or this endorsement.

Anyway, the insured shall be liable for the first loss amount or amount of deductible as stated in the policy schedule or this endorsement.

Nevertheless, the liability under this endorsement and this policy combined not exceeding the sum insured as stated in the Schedule.

Limit : As per attachment

Deductible : As per attachment

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



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28. SUB LIMIT FOR FLOOD ENDORSEMENT

This endorsement is forming part of this Policy.

It is hereby agreed that under this Policy, the sub limit shall be set for loss or damage caused by flood.

- 1) By this sub limit for flood, the average clause shall not be applied in consideration of indemnification in case of loss or damage to property insured.
- 2) This sub limit for flood shall be deemed as the maximum limit of indemnity for the whole period of insurance. When the loss or damage occurred and the Company has already paid for such loss or damage, such maximum limit shall be reduced by the amount of any loss paid by the Company.
- 3) This sub limit for any one occurrence and in aggregate shall be in accordance with the sub limit as stated in the policy schedule or this endorsement.

Anyway, the insured shall be liable for the first loss amount or amount of deductible as stated in the policy schedule or this endorsement.

Nevertheless, the liability under this endorsement and this policy combined not exceeding the sum insured as stated in the Schedule.

Limit : As per attachment

Deductible : As per attachment

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



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**29. SUB LIMIT FOR EARTHQUAKE OR VOLCANIC ERUPTION OR TIDAL WAVE OR TSUNAMI
ENDORSEMENT**

This endorsement is forming part of this Policy.

It is hereby agreed that under this Policy, the sub limit shall be set for loss or damage caused by earthquake or volcanic eruption or tidal wave or tsunami.

- 1) By this sub limit for earthquake or volcanic eruption or tidal wave or tsunami, the average clause shall not be applied in consideration of indemnification in case of loss or damage to property insured.
- 2) This sub limit for earthquake or volcanic eruption or tidal wave or tsunami shall be deemed as the maximum limit of indemnity for the whole period of insurance. When the loss or damage occurred and the Company has already paid for such loss or damage, such maximum limit shall be reduced by the amount of any loss paid by the Company.
- 3) This sub limit for any one occurrence and in aggregate shall be in accordance with the sub limit as stated in the policy schedule or this endorsement.

Anyway, the insured shall be liable for the first loss amount or amount of deductible as stated in the policy schedule or this endorsement.

Nevertheless, the liability under this endorsement and this policy combined not exceeding the sum insured as stated in the Schedule.

Limit : As per attachment
Deductible : As per attachment

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



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30. SUB LIMIT FOR HAIL ENDORSEMENT

This endorsement is forming part of this Policy.

It is hereby agreed that under this Policy, the sub limit shall be set for loss or damage caused by hail.

- 1) By this sub limit for hail, the average clause shall not be applied in consideration of indemnification in case of loss or damage to property insured.
- 2) This sub limit for hail shall be deemed as the maximum limit of indemnity for the whole period of insurance. When the loss or damage occurred and the Company has already paid for such loss or damage, such maximum limit shall be reduced by the amount of any loss paid by the Company.
- 3) This sub limit for any one occurrence and in aggregate shall be in accordance with the sub limit as stated in the policy schedule or this endorsement.

Anyway, the insured shall be liable for the first loss amount or amount of deductible as stated in the policy schedule or this endorsement.

Nevertheless, the liability under this endorsement and this policy combined not exceeding the sum insured as stated in the Schedule.

Limit : As per attachment

Deductible : As per attachment

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



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31. ABSOLUTE ASBESTOS EXCLUSION

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

All other terms, conditions and exclusions of this policy remain unchanged.

32. INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION (NMA 1686)

This Insurance does not cover any liability for:

1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
2. The cost of removing, nullifying or cleaning-up seeping, pollution or contaminating substances.
3. Fines, penalties, punitive or exemplary damages.

33. RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



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34. SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement forms part of this policy.

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

This Policy shall not cover any claim, payment of any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

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

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

แบบ ทสร.001

34. เอกสารแนบท้ายว่าด้วยข้อจำกัดและข้อยกเว้นเกี่ยวกับมาตรการคว่ำบาตร
(Sanction Limitation and Exclusion Endorsement)

เอกสารแนบท้ายนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้

เป็นที่ตกลงว่า หากข้อความใดในเอกสารแนบท้ายนี้ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัย หรือเอกสารแนบท้ายฉบับอื่น ให้ใช้ข้อความตามที่ปรากฏในเอกสารแนบท้ายนี้บังคับแทน

กรมธรรม์ประกันภัยนี้ไม่คุ้มครองการเรียกร้อง ค่าสินไหมทดแทนหรือผลประโยชน์ใดๆ ตามกรมธรรม์ประกันภัย หากการให้ความคุ้มครอง การชดเชยค่าสินไหมทดแทน หรือการให้ผลประโยชน์เช่นนั้น อาจทำให้บริษัทมีความเสี่ยงต่อมาตรการคว่ำบาตรหรือข้อห้ามหรือข้อจำกัดภายใต้มติขององค์การสหประชาชาติหรือการคว่ำบาตรทางการค้าหรือทางเศรษฐกิจ กฎหมายหรือกฎระเบียบของสหภาพยุโรป ประเทศญี่ปุ่น สหราชอาณาจักร หรือประเทศสหรัฐอเมริกา

ทั้งนี้ ข้อตกลงภายใต้เอกสารแนบท้ายนี้ยังคงอยู่ภายใต้บังคับของข้อยกเว้น เงื่อนไขทั่วไป และข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้ในส่วนที่ไม่ได้มีการแก้ไข เปลี่ยนแปลง หรือเพิ่มเติมโดยเอกสารแนบท้ายนี้



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แบบ ทส.1.68

35. เอกสารแนบท้ายว่าด้วยข้อมูลอิเล็กทรอนิกส์ และอินเทอร์เน็ต
(Electronic Data and Internet Endorsement)
สำหรับกรมธรรม์ประกันภัยความเสียหายทรัพย์สิน

เอกสารแนบท้ายนี้ ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้

เป็นที่ตกลงกันว่าถ้าข้อความใดในเอกสารแนบท้ายนี้ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัย ให้ใช้ข้อความตามที่ปรากฏในเอกสารแนบท้ายนี้บังคับแทน

บริษัทจะไม่ชดใช้ค่าเสียหายสำหรับความสูญเสียหรือเสียหาย หรือความเสียหายต่อเนื่อง อันเป็นผลโดยตรง หรือโดยอ้อมซึ่งเกิดจาก :

1. การทำงาน หรือการทำงานบกพร่องของระบบอินเทอร์เน็ต (internet) หรือระบบในแบบเดียวกัน หรือเครือข่ายภายใน (intranet) หรือเครือข่ายส่วนตัว หรือเครือข่ายในแบบเดียวกัน
2. ความเสียหาย การถูกทำลาย ความผิดพลาด การถูกลบ หรือความสูญเสีย หรือเสียหายอื่นๆ ของข้อมูล ซอฟต์แวร์ หรือชุดคำสั่งการเขียน โปรแกรม หรือชุดคำสั่งประเภทใด
3. การเสียประโยชน์ในการใช้ หรือในการทำงานทั้งหมด หรือส่วนหนึ่งส่วนใดของข้อมูล การเข้ารหัส โปรแกรมซอฟต์แวร์ เครื่องคอมพิวเตอร์ หรือระบบคอมพิวเตอร์ หรืออุปกรณ์อื่นใดซึ่งทำงานโดยใช้ ไมโครชิป (microchip) หรือตรรกะที่ฝังอยู่ในระบบคอมพิวเตอร์ (embedded logic) และการไม่สามารถ หรือความขัดข้องที่เกิดตามมาในการดำเนินธุรกิจของผู้เอาประกันภัย

เอกสารแนบท้ายนี้ยังคุ้มครองความสูญเสียหรือเสียหายที่เกิดขึ้นตามมา หรือความเสียหายต่อเนื่อง อันเป็นผลมาจากภัยที่ได้รับการคุ้มครองตามกรมธรรม์ประกันภัย และเป็นภัยที่ระบุไว้ดังต่อไปนี้ คือ ไฟไหม้ ฟ้าผ่า ภัยแผ่นดินไหว ภัยระเบิด ภัยจากอากาศยาน ภัยน้ำท่วม ภัยจากควัน ภัยจากยานพาหนะ และภัยลมพายุ

ทั้งนี้ เอกสารแนบท้ายนี้ ให้ใช้ช้อยกเว้น เงื่อนไขทั่วไป และข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้ บังคับตามเดิม เว้นแต่ได้มีการระบุไว้เป็นอย่างอื่นในเอกสารแนบท้ายนี้เท่านั้น



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แบบ อค./ทส.1.69

36. เอกสารแนบท้ายข้อยกเว้นภัยสงครามและการก่อการร้าย
(War and Terrorism Exclusion)

ถ้าข้อความใดในเอกสารนี้ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัยหรือสลักหลังใดๆ ให้เป็นที่ตกลงกันว่า กรมธรรม์ประกันภัยนี้ไม่คุ้มครองความสูญเสีย ความเสียหาย หรือค่าใช้จ่ายใดๆ ก็ตามไม่ว่าจะเป็นสาเหตุโดยตรงหรือโดยอ้อม เป็นผลมาจากหรือเกี่ยวเนื่องมาจากเหตุการณ์ดังต่อไปนี้ ไม่ว่าจะเกิดจากสาเหตุหรือเหตุการณ์ซึ่งส่งผลกระทบอย่างต่อเนื่อง หรือมีลำดับเหตุการณ์เป็นอย่างไรสำหรับความสูญเสียนั้น

(1) สงคราม การรุกราน การกระทำของศัตรูต่างชาติ การกระทำอันเป็นปฏิปักษ์หรือการปฏิบัติการเชิงสงคราม (ไม่ว่าจะมีการประกาศหรือไม่ก็ตาม) สงครามกลางเมือง การกบฏ การก่อความไม่สงบของประชาชนถึงขนาดลุกฮือต่อต้านรัฐบาล การแข็งเมือง การกบฏ การปฏิวัติ การยึดอำนาจการปกครองโดยทหาร

(2) การกระทำการก่อการร้ายโดยจุดประสงค์ของข้อยกเว้นนี้ การกระทำก่อการร้ายให้หมายความรวมถึงการกระทำซึ่งใช้กำลังหรือความรุนแรง และ/หรือมีการข่มขู่โดยบุคคลหรือกลุ่มบุคคลใด ไม่ว่าจะเป็นการกระทำเพียงลำพัง การกระทำการแทน หรือที่เกี่ยวข้องกับองค์กรใด หรือรัฐบาลใด ซึ่งกระทำเพื่อผลทางการเมือง ศาสนา ลัทธินิยมหรือจุดประสงค์ที่คล้ายคลึงกัน รวมทั้งเพื่อต้องการส่งผลให้รัฐบาลและหรือสาธารณชน หรือส่วนหนึ่งส่วนใดของสาธารณชนตกอยู่ในภาวะตื่นตระหนก หวาดกลัว

เอกสารแนบท้ายนี้ไม่คุ้มครองความสูญเสีย ความเสียหาย ค่าใช้จ่ายใดๆ ไม่ว่าจะเกิดจากสาเหตุโดยตรงหรือโดยอ้อม เป็นผลมาจาก หรือ มีส่วนเกี่ยวเนื่องกับการกระทำใดๆ ที่ต้องกระทำขึ้นเพื่อควบคุม ป้องกัน หยุดยั้ง ไม่ว่าจะรูปแบบใด ซึ่งเกี่ยวเนื่องกับเหตุการณ์ ในข้อ 1 และ ข้อ 2 ข้างต้น

ในกรณีที่ส่วนหนึ่งส่วนใดของข้อยกเว้นนี้ไม่สามารถนำมาใช้บังคับได้ ให้ถือว่าส่วนที่เหลือยังคงมีผลบังคับ ส่วนเงื่อนไขและข้อความอื่นๆ ในกรมธรรม์ประกันภัยนี้ คงใช้บังคับตามเดิม



Section I**BUILDING AND CIVIL ENGINEERING WORKS**

If at any time during the period of insurance stated in the Schedule the property described in the Schedule shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, necessitating repair or replacement, the Insurers will indemnify the Insured in respect of all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the said Schedule as insured hereby, except so far as reinstatement may be made as follows: Payments in respect of claims under this Section of the policy shall not reduce the Sum Insured but the Insured shall pay to the Insurers an additional premium at an agreed rate on the amount of the payment pro rata from the date of loss to the expiry of the Policy. Such additional premium shall be disregarded for the purpose of any adjustment of premium.

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

EXCLUSIONS

The Insurers shall not be liable for:

- 1 loss or damage due to faulty design;
- 2 normal making good;
- 3 cost of replacement or rectification of defective material and/or workmanship, but this exclusion shall be limited to the part or parts immediately affected and shall not be deemed to exclude loss or damage resulting from an accident due to such defective material and/or workmanship;
- 4 wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- 5 mechanical and/or electrical breakdown or derangement of construction plant and construction machinery;
- 6 loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- 7 loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities or cheques;
- 8 loss discovered only at the time of taking an inventory.

PERIOD OF INSURANCE**Construction Period**

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, after unloading of the property specified in the Schedule at the Contract Site and Shall expire on the date specified in the Schedule.

The Insurer's liability expires also for any part of the insured contract works taken over or taken into use (whichever shall be earlier) by the Principal prior to the expiry date specified in the Schedule.

Maintenance Period

If a maintenance period is specified in the Schedule, the liability of the Insurers during this period shall be limited to any loss or damage occasioned by the Insured Contractor (s) in the course of operations carried out for the purpose of complying with the obligations under the Maintenance Clause of the contract.

SUM INSURED

It is a requirement of this insurance that the amounts of insurance stated in the Schedule shall represent:

- for item 1: the full value of the contract works at the completion of the construction, inclusive of materials, wages, freight, customs duties, dues and materials or items supplied by the Principal;
- for item 2: the current value at the time of concluding the insurance;
- for item 3: the replacement value.

The Insured undertakes to notify the Insurers of any facts resulting in a material increase or decrease of the sums insured, provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers, before the occurrence of any claim hereunder.



Section II

MACHINERY ERECTION

If at any time during the period of insurance stated in the Schedule, the property described in the Schedule shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, necessitating repair or placement, the Insurers will indemnify the Insured in respect of all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the said Schedule as insured hereby, except so far as reinstatement may be made as follows: Payments in respect of claims made under this Section of the Policy shall not reduce the sum insured but the Insured shall pay to the Insurers an additional premium at an agreed rate on the amount of the payment pro rata from the date of loss to the expiry of the Policy. Such additional premium shall be disregarded for the purpose of any adjustment of premium.

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

EXCLUSIONS

The Insurers shall not be liable for:

- 1 loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;
- 2 normal making good;
- 3 wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- 4 mechanical and/or electrical breakdown or derangement of erection machinery and erection equipment;
- 5 loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- 6 loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes and crates;
- 7 loss discovered only at the time of taking an inventory.

PERIOD OF INSURANCE

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly after unloading of the property specified in the Schedule at the site. It shall continue until immediately after taking over or after the testing operations are completed, but not beyond four weeks from the date of commencement of the test unless otherwise specified in the Schedule. If for part of a plant testing has been completed and/or that part is put into operation, the cover for such part ceases notwithstanding the expiry date stated in the Schedule.

For second-hand property the insurance hereunder ceases immediately testing commences.

SUM INSURED

It is a requirement of this insurance that the amounts of insurance stated in the Schedule shall represent:

- for item 1: the full value of the property at the completion of erection, inclusive of freight, customs duties, dues and erection cost
- for item 2: replacement value of erection machinery and tools.



The Insured undertakes to notify the Insurers of any facts resulting in a material increase or decrease of the sums insured, provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers, before the occurrence of any claim hereunder.

Section III**THIRD PARTY LIABILITY**

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

- 1 accidental bodily injury or illness to any person
 - 2 accidental loss of or damage to property
- occurring in direct connection with the performance of the contract insured by this policy and happening on or in the immediate vicinity of the Contract Site during the Period of Insurance.

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

- 1 all costs and expenses of litigation recovered by any claimant from the Insured, and
- 2 all costs and expenses of litigation incurred with the written consent of the Insurers in resisting any claim.

The Liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

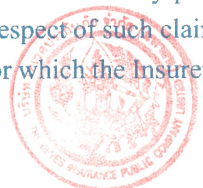
EXCLUSIONS

The Insurers will not indemnify the Insured in respect of

- 1 expenditure incurred in repairing or replacing any work or property covered or coverable under Section I and/or II of this Policy;
- 2 damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage.
- 3 Liability arising out of
 - 30 bodily injury to or illness of employees or workmen of the Contractor (s) or the Principal or any other firm connected with the contract work or members of their families;
 - 31 loss of or damage to property belonging to or held in care, custody or control of the Contractor (s), the Principal or any other firm connected with the contract work or an employee or workman of one of the aforesaid;
 - 32 any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - 33 any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
 - 34 technical or professional advice given by the Insured or by any person acting on behalf of the Insured.

SPECIAL CONDITIONS

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require. The Insurers may in respect of any claim or claims pay to the Insured the amount of their maximum liability as stated in the Schedule or such lesser sum for which the claim or claims can be settled (subject in either case to deduction of any sum or sums already paid on account of such claim or claims) and thereafter the Insurers shall be under no further liability in respect of such claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.



6 Arbitration

If there is any difference, dispute or demand under this Policy between any claimant and the Company, in which case the claimant wishes to refer the matter to arbitration, the Company will agree to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission (OIC).

7 In the event of

70 material change in the risk;

71 the termination of the Contract by the Principal,

72 withdrawal from the Contract by any main Contractor;

73 stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding one calendar month;

this policy shall be avoided unless its continuance be admitted by endorsement signed by and on behalf of the Insurers.

8 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

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