

ภาคผนวก 2-8

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เอกสารกรมธรรม์ประกันภัย



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)  
Bangkok Insurance Public Company Limited

อาคารกรุงเทพประกันภัย 25 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ กรุงเทพฯ 10120 Tel. 0 2285 8888  
Bangkok Insurance Bldg. 25 Sathon Tai Road, Thung Maha Mek, Bangkok 10120 Fax. 0 2610 2100 www.bangkokinsurance.com

COVER NOTE

หนังสือคุ้มครองชั่วคราว

№  
เลข

Class.

PUBLIC LIABILITY INSURANCE

ประเภทการประกันภัย

Issue to : THAI PIPELINE NETWORK COMPANY LIMITED  
ออกให้แก่

Subject to the particulars and conditions herein specified and to all the terms, conditions and exceptions of our Company's Policy in use at present, we hereby grant cover to.

ภายใต้รายละเอียดและเงื่อนไขที่ระบุไว้ในหนังสือ นี้ และ ภายใต้บังคับข้อกำหนดเงื่อนไข และ ข้อยกเว้น  
ของกรมธรรม์บริษัทฯ ซึ่งใช้อยู่ปัจจุบัน บริษัทฯตกลงให้ความคุ้มครอง

เจ้าหน้าที่ผู้รับผิดชอบ : Mr. CHATTRIN DISSON

โทร : 0-2285-8174

รง-4-138-53



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)  
Bangkok Insurance Public Company Limited

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COVER NOTE

หนังสือคุ้มครองชั่วคราว

No.  
เลขที่

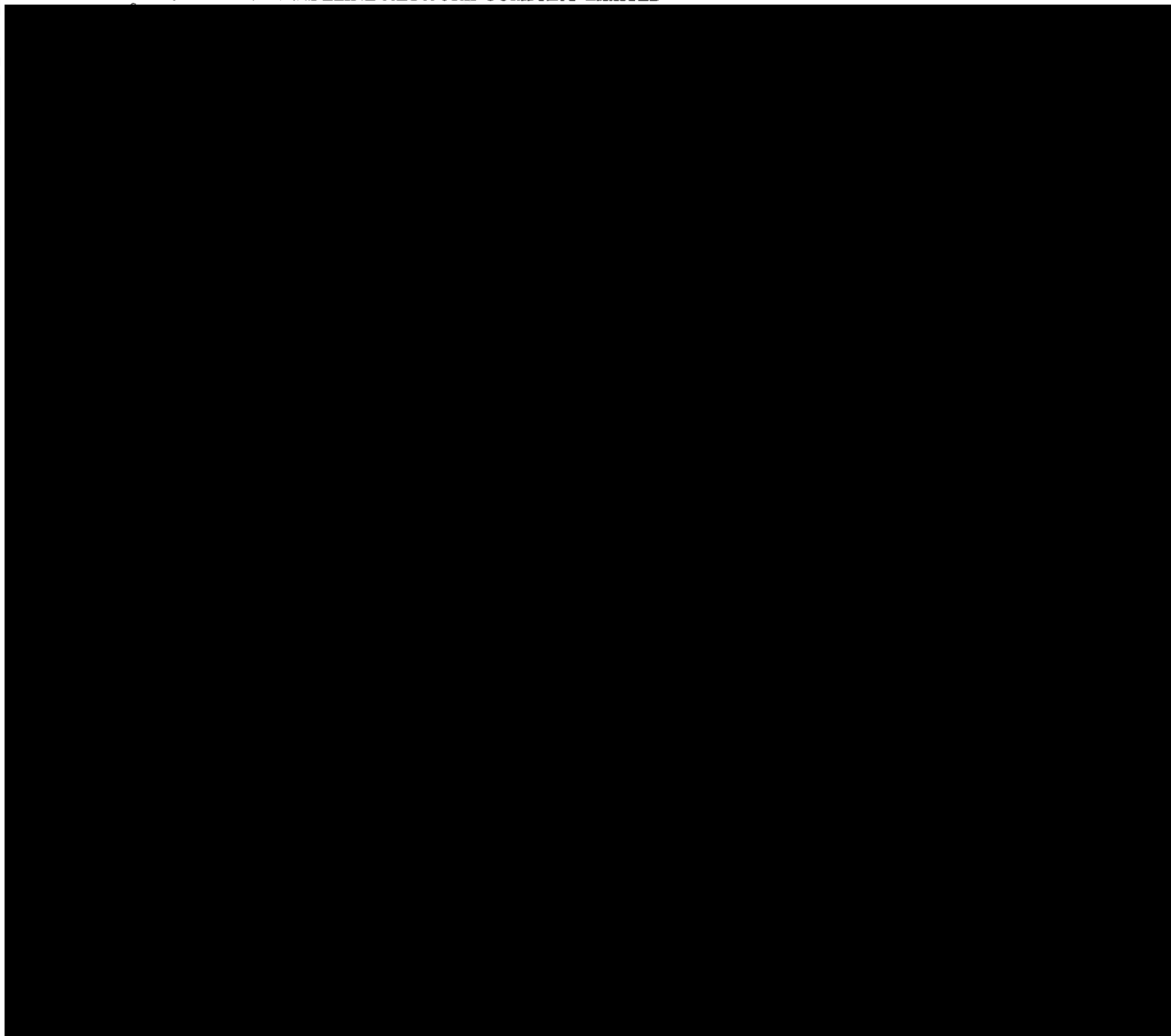


Class.

ประเภทการประกันภัย

INDUSTRIAL ALL RISKS INSURANCE

Issue to : THAI PIPELINE NETWORK COMPANY LIMITED



เจ้าหน้าที่ผู้รับผิดชอบ : Mr. CHATTRIN DISSON

โทร : 0-2285-8174

ทง-4-138-53

Insured: THAI PIPELINE NETWORK CO., LTD

Attention To: Khun Sarocha Payungpongsanond

# FACULTATIVE REINSURANCE CONFIRMATION SLIP

## OIL PIPELINE EXTENSION TO NORTHEAST REGION PROJECT

### THAI PIPELINE NETWORK (TPN) CO., LTD

15<sup>th</sup> November 2022

<b>TYPE</b>	: <b>COMBINED GENERAL LIABILITY INSURANCE</b>
<b>FORM</b>	: LSM CGL 21.01
<b>REINSURED</b>	: Bangkok Insurance Public Company Limited, to be confirmed
<b>INSURED</b>	<p>: (a) <b>THAI PIPELINE NETWORK (TPN) CO., LTD</b> as the Project Owner including its Representatives and/or Associated, and/or Subsidiary and/or Affiliated Companies and/or the Sponsors</p> <p>(b) <b>Operation and Maintenance Company</b></p> <p>(c) Finance Parties and/or Secured Creditor and/or Lenders and/or Security Agent as defined in the Credit Facility Agreement</p> <p>Including directors, officers, employees, assignees of these parties and all in respect of their activities related to the Project and each for its respective rights and interests.</p>
<b>INSURED'S ADDRESS</b>	: 389 PSTC Building, 7th Fl. Vibhavadi-Rangsit Rd, Samsennai, Phayathai, Bangkok 10400 Thailand
<b>PREMISE</b>	: Operational fuel pipeline from Saraburi Terminal to Khon Kaen Terminal
<b>INSURANCE PERIOD</b>	: For the period of <b>12 months</b> from Commercial Operation Date, <b>5<sup>th</sup> October 2022</b> at 00:00 hrs. to <b>4<sup>th</sup> October 2023</b> at 24:00 hrs. local standard time.
<b>TERRITORIAL LIMIT</b>	: Anywhere in Thailand in connection with the Business and anywhere in the world for temporary overseas visits (excluding USA and Canada)
<b>JURISDICTION</b>	: Thailand
<b>COVERAGE</b>	<p>: To indemnify against all sums which the Insured shall become legally liable to pay as damage in respect of:</p> <p>a) Death, Bodily injury, or illness to any person</p> <p>b) Loss of or damage to property</p> <p>Occurring during the period of insurance and caused by any activity arising out of the Insured's business at the premises or elsewhere within the territorial limit.</p> <p>Including Legal costs and expenses incurred with Insurer's consent.</p>
<b>LIMIT OF LIABILITY</b>	<p>: The liability of Insurers for all compensation (including claimants' costs, fees and expenses) shall not exceed US\$ 25,000,000 combined single limit for any one occurrence or series of occurrences, subject to the following lesser or inner limits:-</p> <p>a) <u><b>General Third Party Liability</b></u></p> <p><b>US\$ 25,000,000.</b> - each and every occurrence, unlimited during the period of Insurance, but</p>

- b) **Sudden & Accidental Pollution** (sub-limited)  
**US\$ 25,000,000.** - each and every occurrence and in the aggregate for the period of insurance in respect of liability arising from sudden and accidental pollution or contamination
- c) **Product Liability**  
**US\$ 25,000,000.** - each and every occurrence and in the aggregate during the period of Insurance, but

Defence Costs agreed by Insurers will be payable in addition to the Limits of Indemnity under this Policy except where specifically endorsed to the contrary.

The local certificate (in Thai) for Gasoline and Fuel Stock will be issued as part of this insurance according to Control Business Type 3 of Fuel Oil and Gas Control Act as primary insurance.

<b>DEDUCTIBLES</b>	:	<ul style="list-style-type: none"> <li>- <b>US\$ 10,000.</b> - any one occurrence in respect of Third Party Property Damage</li> <li>- <b>NIL</b> in respect of Third Party Bodily Injury</li> </ul>
<b>TERMS &amp; CONDITIONS</b>	:	<ol style="list-style-type: none"> <li>1) Breach of Condition</li> <li>2) Cancellation Clause (30 days)</li> <li>3) Contractual liability (excluding sole negligence); only to the extent when not additionally assumed</li> <li>4) Cross liability</li> <li>5) Currency Clause</li> <li>6) Including use of any mechanically propelled vehicles (not licensed for road use) within the insured's premises</li> <li>7) Lender Clause (Multiple Insured Notice of Cancellation and/or Material Change) - to be provided and agreed</li> <li>8) Lift, Plant, Machinery, Building automations and escalators liability clause</li> <li>9) Loading and unloading</li> <li>10) Nominated loss adjusters (McLarens, Crawford and GATS)</li> <li>11) Non invalidation clause</li> <li>12) Owned, Hired and non-owned automobile liability</li> <li>13) Primary insurance</li> <li>14) Property in care custody or control – sub limited to USD 750,000 any one occurrence and in aggregate</li> <li>15) Sudden and Accidental Pollution</li> <li>16) Temporary visits overseas</li> <li>17) Third Party Liability for Minor Construction Works – where contract value not exceeding USD 1,000,000 any one project</li> <li>18) Waiver of Subrogation - to be named and agreed</li> <li>19) Unintentional or Inadvertent Errors and Omissions Clause (Change in Risk/ Error &amp; Omission)</li> </ol>
<b>EXCLUSIONS</b>	:	<ol style="list-style-type: none"> <li>1) Professional Liability</li> <li>2) Aircraft, vessels, watercraft</li> <li>3) Asbestos and silica</li> <li>4) Cyber liability exclusion</li> <li>5) Deliberate acts</li> <li>6) Failure to perform</li> <li>7) Failure to supply/variation in supply / Blackouts / Brownouts</li> <li>8) Fines, penalties and liquidated damages</li> <li>9) Guarantee and recall</li> <li>10) Polychlorinated biphenyls (PCB's)</li> </ol>



# FACULTATIVE REINSURANCE CONFIRMATION SLIP

## OIL PIPELINE EXTENSION TO NORTHEAST REGION PROJECT

### THAI PIPELINE NETWORK (TPN) CO., LTD

 15<sup>th</sup> November 2022

<b>TYPE</b>	<b>: ENERGY PACKAGE POLICY</b>
<b>ORIGINAL INSURED</b>	<p><b>: (a) THAI PIPELINE NETWORK (TPN) CO., LTD</b> and/or parent and/or associated and/or subsidiary and/or affiliated and/or inter-related companies or shareholders for their respective rights and interests as may be applicable and/or as may be subsequently agreed</p> <p><b>(b) Operation and Maintenance Company</b></p> <p><b>(c) Finance Parties</b> and/or Secured Creditor and/or Lenders and/or Security Agent as defined in the Credit Facility Agreement</p> <p><b>Address:</b> 389 PSTC Building, 7<sup>th</sup> Fl. Vibhavadi-Rangsit Rd, Samsennai, Phayathai, Bangkok 10400 Thailand</p>
<b>REINSURED</b>	<p><b>: Bangkok Insurance Public Company Limited</b></p> <p><b>Address:</b> 25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120</p>
<b>INSURANCE PERIOD</b>	<b>: 5<sup>th</sup> October 2022 to 5<sup>th</sup> October 2023</b> both dates inclusive, at the Original Insured's Address.
<b>INTERESTS</b>	<p><b>: <u>Section 1 &amp; 2 - Property Damage (including Machinery / Electrical Breakdown)</u></b> All Real and Personal Property (including improvements and betterments) electronic data processing equipment and media, valuable papers and records, property of others in the care, custody or control of the Insured or held by the Insured in trust or on commission or on assignment or for which the Insured is legally liable (including Joint Ventures), property of the Insured in the care, custody or control of others and property in the course of incidental inland transit, whilst on the premises of the Insured or within the Kingdom of Thailand or as otherwise included by the Policy.</p> <p><b><u>Section 3 – Business Interruption</u></b> To indemnify the Insured in respect of costs of Debt Service and/or Fixed Cost and/or increased costs of working (incurred to minimize a claim under this Section) as a result of any occurrence of physical loss or damage to any items insured in Section 1&amp;2 above and which is the subject of an indemnifiable claim.</p> <p>“Debt Service” to include scheduled principal, interest and default interest payment, any guarantee commissions, commitment fees, agency fees or other fees owing to any Finance Party under the Finance Documents, and any other finance costs and debt service obligations set out in the Finance Documents.</p> <p>“Fixed Costs” to include insurance costs, administration costs, operation and maintenance costs, management and personnel costs as applicable, pre-operating costs, miscellaneous costs including but not limited to electricity, water fees, taxes and licenses, all other fixed expenses and operating costs, extension payments and any other costs as reasonably incurred during the period of the delay.</p>

"Increased costs of working" - the additional expenditure necessarily and reasonably incurred to minimize any loss which occurred or would otherwise have occurred.

**SITUATION** : Thailand

**SCHEDULES OF VALUES** : To attached from commencement date of this contract

		<u>Total PD (USD)</u>
Property Damage	Khon Kaen Terminal	92,291,387. -
	<b>Total PD</b>	<b>92,291,387. -</b>

		<u>Total PD (USD)</u>
Business Interruption	Debt Servicing /Fixed Cost (Values for 12 Month indemnity period)	6,568,800. -

To attach at date to be agreed, Contract Leader only, with premium to be pro-rated for time on risk as per the rates agreed in the premium work sheet attached.

		<u>Total PD (USD)</u>
Property Damage	Pipeline Values	127,254,906. -
	Saraburi Terminal Extension	37,569,970. -
	Block Valve Stations	9,523,849. -
	Spare Parts	1,600,800. -
	<b>Total PD</b>	<b>175,949,524. -</b>

		<u>Total PD (USD)</u>
Business Interruption	Debt Servicing /Fixed Cost (Values for 12 Month indemnity period)	12,751,200. -

**LIMITS / SUM INSURED (100%)** : To pay up to scheduled insured values as Schedule provided, any one Occurrence or series of Occurrence. Subject to the following Sub-Limits:

**Sub-Limits**

(all sublimits are per occurrence and for 100% unless stated otherwise)

Application of Sublimits Endorsement, LMA 5130 to apply.

- USD 45,000,000 combined all Sections in respect of Flood per occurrence and in aggregate
- USD 10,000,000 Architects, Surveyors & Professional Engineers Fees
- USD 5,000,000 Lead Search Costs
- USD 5,000,000 Expediting Expenses (including airfreight)
- 30 days or USD 1,000,000, whichever the lesser, Public Authorities
- 30 days or USD 1,000,000, whichever the lesser, Local Authorities
- USD 5,000,000 Removal of Debris and Cost of Clean Up
- USD 5,000,000 Sue and Labour
- USD 5,000,000 Temporary Removal Clause
- USD 5,000,000 Additional Increased Cost of Working
- 30 days or USD 1,000,000 whichever the lesser, Public Utilities Extension
- USD 19,320,000 in aggregate Direct Customers / Direct Suppliers Extension for Thai Thapline only
- USD 2,500,000 Claim Preparation Costs

<b>EXCESS</b>	<p>: <b><u>Section 1 &amp; 2 - Property Damage (including Machinery / Electrical Breakdown)</u></b></p> <ul style="list-style-type: none"> <li>- USD 150,000 each and every loss, except:</li> <li>- USD 300,000 in respect of terminal locations and pipeline river crossing</li> <li>- 3.5% of loss subject to a minimum of USD 500,000 each and every loss or damage arising out of Flood and Machinery Breakdown</li> </ul> <p>Notwithstanding anything contained herein to the contrary, in the event of a claim involving more than one item or more than one Section and/or Sub-Section of this Policy), the Insured shall bear only the single highest applicable excess applied to the total of all claims hereunder.</p> <p><b><u>Section 3 - Business Interruption</u></b> Waiting Period: the first 30 days</p>
<b>CONDITIONS</b>	<p>: Subject to all terms, clauses and conditions contained with the Policy Wording, to be agreed Slip Leader only prior to inception.</p> <p>Including but not limited to:</p> <p><b><u>Section 1 and 2</u></b></p> <ul style="list-style-type: none"> <li>- 72 Hours</li> <li>- All Other Contents Clause</li> <li>- Alteration and Repairs</li> <li>- Appraisement Clause</li> <li>- Architects, Surveyors &amp; Professional Engineers Fees</li> <li>- Agree no application of Average</li> <li>- Automatic Reinstatement of Sum Insured</li> <li>- Automatic Acquisition Clause, subject to a maximum of 10% of values Declared</li> <li>- Capital Additional</li> <li>- Clearance Costs - No Damage to Property Insured, subject to Removal of Debris sublimit</li> <li>- Cover for Leak Search Costs</li> <li>- Designation of Property Clause</li> <li>- Escalation Clause</li> <li>- Expediting Expenses (including airfreight)</li> <li>- Fire Fighting Expenses</li> <li>- Immediate Repair</li> <li>- Improvement and Betterments Clause</li> <li>- Minor Work Clause, subject to a maximum ECV of 10% of Physical Damage Values</li> <li>- Miscellaneous Charges</li> <li>- Plan and Documents</li> <li>- Preventive Measure, Loss Minimizing Expenses</li> <li>- Privileges Granted Clause</li> <li>- Public Authorities / Local Authorities</li> <li>- Removal of Debris and Cost of Clean Up Extension</li> <li>- Replacement Value Condition</li> <li>- Sue and Labour</li> <li>- Temporary Repairs</li> <li>- Temporary Removal Clause</li> <li>- Property and Plant Testing and Commissioning Clause (LMA 5197A)</li> </ul> <p><b><u>Section 3</u></b></p> <ul style="list-style-type: none"> <li>- Indemnity Period 12 Months</li> <li>- Additional Increased cost of working</li> <li>- Automatic Reinstatement of Loss</li> </ul>

- Customers / Suppliers Extension for Thai Thappline only (FLEXA only)
- Prevention of Access (actual physical loss or damage to adjacent site, FLEXA only)
- Professional Accountants Clause
- Public Utilities Extension (FLEXA only)
- Public Authorities (FLEXA only)

#### **General Conditions**

- Bankruptcy, Insolvency, or Termination
- Claim Co-Operation - NMA 2737
- Claim Preparation Costs
- Direct Indemnity
- Property Cyber and Data Endorsement - LMA 5400
- Employees and Personal Effects & Tools
- Foreign Exchange Clause (Currency / Exchange Rate)
- Lender's Endorsement
- Loss Payee & Multiple Insured
- Notice of Cancellation and/or Material Change
- Nominated Loss Adjuster - McLarens / GATS
- Other Interest
- Payment on Account
- Primary Insurance
- Waiver of Subrogation
- Unintentional Errors and Omissions Clause
- Asbestos Exclusion
- Communicable Disease Endorsement - LMA 5393
- Full Nuclear Exclusion - NMA 1975
- Fraudulent Claim Clause - LMA 5062
- Political Risk Exclusion
- Radioactive Contamination Exclusion - CL 370
- Sanctions Limitation and Exclusion Clause - LMA 3100
- Terrorist and Sabotage Exclusion - NMA 2921
- War and Terrorism Exclusion - NMA 2919
- Industrial, Seepage, Pollution and Contamination Exclusion - NMA 1685

- REINSURANCE CONDITIONS** :
- Claim Co-Operation - NMA 2737
  - Excluding ex-gratia and without prejudice payment
  - Law and Jurisdiction: Thailand
  - Arbitration: Court of Arbitration in Thailand
  - Seat of Arbitration: Bangkok Thailand

- NOTICES** :
- Duty of disclose Material Information

Every proposer or Insured/Reinsured when seeking a new policy of insurance/reinsurance or cover for additional risks or renewal under an existing policy, must disclose any information that might influence the insurers/reinsurers in fixing the premium or determining whether to accept the risk. Failure to do so may entitle insurers/reinsurers to void cover from inception and seek repayment of paid claims. If you are in any doubt as to whether information is material, you should disclose it. The duty of disclosure is re-imposed when there are changes or variations in cover and when the insurance document is renewed or extended. In addition, changes that substantially increase the risk or relate to compliance with a warranty or condition in the insurance document must be notified at once.

**CHOICE OF LAW AND JURISDICTION** : This Reinsurance shall be governed by the Kingdom of Thailand Law and Jurisdiction and the Court of Arbitration in Thailand

**PAYMENT TERMS** : Premium Payment - LSW3001

1. 1<sup>st</sup> Instalment 100%, 60 days from Inception Date

**INFORMATION** : (Re)insurer(s) have seen documents to support the assessment of the risk at the time of underwriting including but not limited to the following:

- Oil pipeline extension to northeast region (OPENE) project from Saraburi to Khon Kaen Province
- Terminal and Pipeline Pro Forma Questionnaire
- Oil pipeline extension to northeast region (OPENE) project Pipeline Crossing List

New Information Provision October 2022:

- Provisional Property & Plant Testing and Commissioning Clause, LMA 5197A - to be updated again once full Testing and Commissioning of entire system completed
- Mechanical Completion Certificate
- Khon Kaen Terminal Commissioning Plan, dated 19/11/21
- Temporary Road Receipt Procedure, dated 25/07/22
- Daily Stock Inventory Report - TPN, dated 29/09/22

**SUBJECTIVITY** : - Confirm no known or reported losses to the CAR policy at time of binding  
- No deterioration until inception of operational cover

<b>SECURITY</b>	Arch Insurance (UK) Limited (as lead reinsurer)	10.00%
	Aon Client Treaty (ACT)	13.04%
	o QPS555 - 4.727%	
	o LIB4472 - 3.097%	
	o RNR1458 - 2.771%	
	o AFB3623 - 1.793%	
	o ASL1955 - 0.652%	
	Markel International Singapore Pte Ltd.	10.00%
	China Reinsurance, Singapore Branch	8.00%
	Barents Reinsurance S.A., London Branch	7.50%
	Helvetia Swiss Insurance Company Ltd., Switzerland	7.50%
	Munich Reinsurance, Singapore Branch	7.50%
	AXA XL Insurance Company, Singapore Branch	7.46%
	Aspen Insurance Ltd (Insurance), London Branch	5.00%
	MISR Insurance Company, London Branch	5.00%
	MS Amlin Underwriting Limited, London Branch	5.00%
	Lancashire Insurance & Lancashire Syndicates Ltd.	4.00%
	Antares Syndicate 1274, London Branch	2.50%
	Arma Underwriting Ltd., London Branch	2.50%
	AXIS Capital, Singapore Branch	2.50%
	The Chaucer Group, London Branch	2.50%
	<b>Total</b>	<b>100.00%</b>

**PREMIUM RATE** : **Section 1 & 2 - Property Damage (including Machinery / Electrical Breakdown)**  
(subject **to fronting**  
**fee**, Vat and Stamp) 0.16% applicable to ETCV with the additional premium of **USD 32,000**

**Section 3 - Delay in Start-up**  
0.3344 % applicable to Sum Insured

#### **Client's Duty of Disclosure:**

We would like to draw your attention to the duty of utmost good faith. This duty applies to you whenever you take out insurance cover. The duty involves you disclosing to the Insurer(s) all facts, information and/or circumstances which are material to the risk for which you are asking the insurer to provide cover.

A fact, information and/or circumstance is "material" if it will influence an insurer in deciding:

- a) whether or not to insure the risk you have asked them to cover, or
- b) the terms upon which the insurance cover will be provided, including the cost (premium) of that insurance.

All facts, information and/or circumstances you disclose to the insurer must be true.

Failure to disclose material facts, information and/or circumstances or disclosure of false facts, information and/or circumstances, is likely to result in your claim not being paid in the event you make a claim under your insurance policy. Further, it may also render the insurance policy void, leaving you uninsured.

The duty of utmost good faith applies to both insurance and reinsurance. If you are in any doubt about whether you have information which should be disclosed to your insurer or reinsurer, or whether Aon is aware of and has disclosed that information, you should contact your Aon account executive before your cover is arranged.

Furthermore, in cases where you are unsure whether a fact, information and/or circumstance is material (or not) and therefore requires disclosure, we suggest you discuss it with your account executive and we recommend you err on the side of caution and disclose the fact, information and/or circumstance.

To ensure that the insurance coverage we have placed for you meets your needs, please review this document carefully (including but not limited to applicable limits, sub-limits, deductibles, terms and conditions). In the event that this document contains errors or otherwise does not meet your needs, please advise us immediately as this will reduce the chance that you later sustain uninsured losses. This also applies to any queries you may have about the document. Unless we hear from you to the contrary within 30 days (from the issued date), we and you will deem the document provided to you fully conforms with your needs and instructions