

ภาคผนวกที่ 8

เอกสารกรมธรรม์ประกันภัย

ATTACHING TO AND FORMING A PART OF THE POLICY 230001/E001000427

ชื่อโครงการ	:	ก่อสร้างอาคารชุดพักอาศัยโครงการ Kave Pop Salaya
ชื่อผู้เอาประกันภัย	:	บริษัท เอสเตท คิว จำกัด ในฐานะผู้ว่าจ้าง และ/หรือ บริษัท ชัพพอร์ด ซี (2009) จำกัด ในฐานะผู้รับเหมาหลัก และ/หรือ ผู้รับเหมาช่วงอื่นๆ
สถานที่ก่อสร้าง	:	ตำบลศาลายา อำเภอพุทธมณฑล จังหวัดนครปฐม หมายเหตุ : ระยะห่างระหว่าง site ก่อสร้างกับทรัพย์สินอื่นๆ ต้องมากกว่า 6 เมตร
ผู้รับประกัน	:	ธนาคารแลนด์แอนด์เฮอร์ส จำกัด (มหาชน) ตามภาระผูกพัน
ขอบเขตงาน	:	สร้างอาคารพักอาศัย คสล. สูง 7 ชั้น (ไม่มีชั้นใต้ดิน) และอาคารสโมสร สูง 2 ชั้น ประกอบด้วย งานโครงสร้าง งานสถาปัตยกรรม งานระบบประกอบอาคาร งานถนนภายในโครงการ งานระบบระบายน้ำภายนอกอาคาร และงานอื่นๆ ที่เกี่ยวข้อง กับสัญญาว่าจ้าง
ระยะเวลาเอาประกัน	:	14 เดือน 31/08/66 – 31/10/67 รวมระยะเวลาทดสอบการทำงานของระบบไม่เกิน 4 สัปดาห์ บวก ระยะเวลาบำรุงรักษา 12 เดือน (Extended Maintenances Period 12 Months) เริ่มต้นความคุ้มครอง หลังจากการขนทรัพย์สินลงในสถานที่ทำงานและสิ้นสุดความ คุ้มครองลงเมื่อ :- <ul style="list-style-type: none">- ครบกำหนดตามวันที่ระบุในตารางกรมธรรม์ หรือ- ส่งมอบงานแล้ว หรือ- นำไปใช้งานแล้ว หรือ- การทดสอบระบบ และ/หรือ ทดสอบเครื่องโดยสมบูรณ์ แต่ไม่เกิน 4 สัปดาห์ (เวลา 4 สัปดาห์นี้ รวมอยู่ในระยะเวลาก่อสร้างอยู่แล้ว) โดยเริ่มนับวันแรกเมื่อมีการ ทดสอบอย่างเป็นทางการ (Official Testing) กับเจ้าของโครงการและ/หรือ ตัวแทนเจ้าของโครงการ และ/หรือ วิศวกรที่ปรึกษาโครงการ (สำหรับเครื่องจักรมือสอง จะไม่คุ้มครองการทดสอบเครื่อง)
ความคุ้มครอง	:	<u>ส่วนที่ 1 และ 2 งานตามสัญญาว่าจ้าง และงานติดตั้งเครื่องจักร</u> คุ้มครองความเสียหายหรือสูญเสียด้านสิ่งปลูกสร้าง งานวิศวกรรมโยธา และงานติดตั้ง เครื่องจักรกล รวมทั้งวัตถุของการทำงานตามสัญญาว่าจ้างไม่ว่าจะเป็นงานที่ติดตั้งถาวรหรือ สามารถเคลื่อนที่ได้ อุปกรณ์และวัสดุ อันเกิดจากอุบัติเหตุ รวมถึงภัยธรรมชาติและอุบัติเหตุภัย อื่นๆ เช่น ไฟไหม้ ฟ้าผ่า ภัยระเบิด ภัยแผ่นดินไหว ภัยลมพายุ ภัยน้ำท่วม ไฟฟ้าลัดวงจร ความเสียหาย จากน้ำ การพังทลายจากการทรุดตัวของชั้นดิน การถูกโจรกรรม การลัก ทรัพย์ การชิงทรัพย์ การปล้นทรัพย์ อุบัติเหตุระหว่างการทดลองเครื่อง หรือเหตุอื่นใดที่ไม่ อาจคาดการณ์ล่วงหน้าได้ซึ่งไม่ได้ถูกระบุยกเว้นไว้โดยเฉพาะในกรมธรรม์ประกันภัย

จำกัดวงเงินคุ้มครองภัยธรรมชาติ

สำหรับภัยน้ำท่วม, ลมพายุ, เฮอริเคน, ไซโคลน, ลูกเห็บ, ภูเขาไฟระเบิด, แผ่นดินไหว,
คลื่นใต้น้ำและสึนามิ
วงเงินจำกัดรวมกันไม่เกิน 10,000,000.-บาท ต่อครั้งและตลอดระยะเวลาเอาประกันภัย

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ส่วนที่ 3 - ความรับผิดชอบคณณภายนอก

คุ้มครองและชดใช้ค่าสินไหมทดแทนในนามของผู้รับเหมาหรือผู้เอาประกันภัยสำหรับความเสียหายทางทรัพย์สิน, การบาดเจ็บทางร่างกาย และเสียชีวิตของบุคคลภายนอก

จำนวนเงินเอาประกันภัย :

ส่วนที่ 1 และ 2 งานตามสัญญาว่าจ้าง และงานติดตั้งเครื่องจักร

Total Contract Value (Including VAT 7%)

มูลค่าตามสัญญาว่าจ้าง (รวม VAT)

209,900,000.00 บาท

รวมทุนประกันภัย

209,900,000.00 บาท

ส่วนที่ 3 - ความรับผิดชอบคณณภายนอก

วงเงินจำกัดความรับผิดชอบไม่เกิน 20,000,000.00 บาท ต่อครั้งและตลอดระยะเวลาเอาประกันภัย

ความเสียหายส่วนแรก :

ส่วนที่1 และ2 งานตามสัญญาว่าจ้างและสัญญาจัดหาวัด

- 10 % ของความเสียหาย หรือ ขั้นต่ำ 50,000.- บาท ต่ออุบัติเหตุแต่ละครั้ง และทุกครั้ง

สำหรับความเสียหายต่องานตามสัญญาว่าจ้าง อันเนื่องจาก ภัยธรรมชาติ (ภัยลมพายุ เฮอริเคน ไซโคลน ภัยลูกเห็บ ภัยแผ่นดินไหวหรือภูเขาไฟระเบิด ภัยจากน้ำท่วม) ดินเลื่อน ดินทรุด การพังทลายของดิน ไฟไหม้ ฟาฟ่า ภัยระเบิด ภัยเนื่องจากน้ำ การติดตั้งเครื่องจักร การโจรกรรม การทดสอบของระบบ และระยะบำรุงรักษา การออกแบบผิดพลาด (DE3)

- 10 % ของความเสียหาย หรือ ขั้นต่ำ 30,000.-บาท ต่ออุบัติเหตุแต่ละครั้ง และทุกครั้ง

สำหรับความเสียหายที่เกิดจากสาเหตุอื่น ๆ

ส่วนที่ 3 - ความรับผิดชอบคณณภายนอก

- 10 % ของความเสียหาย หรือ ขั้นต่ำ 30,000.- บาท ต่ออุบัติเหตุแต่ละครั้ง และทุกครั้ง

สำหรับความเสียหายที่เกิดต่อทรัพย์สินบุคคลภายนอกต่อผู้เรียกร้องแต่ละราย

- ไม่มี

สำหรับการเสียชีวิต การบาดเจ็บทางร่างกายต่อบุคคลภายนอก

เงื่อนไขพิเศษ :

1. Architects, Surveyors and Consulting Engineering's Fees Clause
Limit : Baht 10,000,000.00 any one occurrence and in aggregate
2. Consequence of faulty design Clause (DE.3)
Limit : Baht 10,000,000.00 any one occurrence and in aggregate
3. Contract Works Taken over or Put into service Clause / Insured Property in used Clause (Excluding operation commercial)
4. Cross Liability
5. Debris Removal Clause
Limit : Baht 10,000,000.00 any one occurrence and in aggregate

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6. Escalation Clause (120 % of Contract Value)
7. Expediting Costs Clause
20 % of Normal Repair Cost including air freight, Maximum Baht.10,000,000.00
any one occurrence and in aggregate
8. Extended Maintenance Period Clause (12 months)
9. Fire Brigade Charge Clause
Limit : Baht.10,000,000.00 any one occurrence and in aggregate
10. Fire Extinguishing Expense Clause
Limit : Baht 10,000,000.00 any one occurrence and in aggregate
11. Loss Notification Clause (45 days)
12. Plan and Document Clause
Limit : Baht 10,000,000.00 any one occurrence and in aggregate
13. Principal's Employees & Representatives Clause
14. Strike, Riot Clause
15. Subrogation of Waiver
16. Sue and Labor Clause
Limit : Baht. 10,000,000.00 any one occurrence and in aggregate.
17. Special Condition Concerning Fighting Facilities and Fire Safety on Construction Sites Clause – MR112
18. Special conditions concerning safety measures with respect to precipitation, flood and inundation – MR110
19. Underground cables, pipes and other facilities
(Limit Bht. 5,000,000.00 any one accident and in aggregate)
Deductible 10% of loss or minimum Bht. 80,000.00 each and every occurrence
whichever is higher

ข้อยกเว้น :

1. Civil Commotion Exclusion
2. Communicable Disease Endorsement
3. Cyber Risk Exclusion
4. It Clarification Agreement Clause
5. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion
6. Political Risks Exclusion
7. Property Cyber and Data Endorsement
8. Sanction Limitation and Exclusion
9. Transmission & Distribution Line Exclusion
10. Total Asbestos Exclusion.

มาตรการความปลอดภัยที่ผู้เอาประกันภัยควรจัดเตรียมให้มีเพื่อป้องกันหรือระงับเหตุความเสียหายที่คาดไม่ถึง

1. FIRE PREVENTION WARRANTY.

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ผู้เอาประกันภัยควรมีการเตรียมอุปกรณ์ในการดับเพลิง และพร้อมใช้งาน ในบริเวณ พื้นที่ที่ทำงาน (ตามมาตรฐานการป้องกันอัคคีภัยของวิศวกรรมสถานแห่งประเทศไทย)

2. SAFETY WARRANTY.

ผู้เอาประกันภัยจะมีการกันแสงเหล็ก ไม้ ผ้าใบ ป้ายสัญญาณ ไฟสัญญาณ หรือ สิ่งป้องกันอื่นๆ ภายในบริเวณพื้นที่ที่ทำงานตามสัญญาว่าจ้าง

3. ผู้เอาประกันภัยควรจัดให้สถานที่เอาประกันภัยเป็นเขตปลอดภัยและห้ามสูบบุหรี่หรือจัดที่สูบบุหรี่ เฉพาะในที่ปลอดภัยจากวัสดุไวไฟ เพื่อเป็นมาตรการป้องกันอัคคีภัย

4. PROTECTION NET/SHELTER/SAFETY NET/PLASTIC CANVAS

ผู้เอาประกันภัยจะต้องมีการติดตั้งผ้าใบ,ตาข่ายหรือที่กำบัง เพื่อป้องกันการร่วงตกหล่น ของเศษวัสดุหรืออุปกรณ์จากสถานที่ก่อสร้างไปยังบุคคลภายนอก

ข้อยกเว้นที่สำคัญของกรมธรรม์

1. กรมธรรม์ไม่คุ้มครองความเสียหายต่อเนื่องทุกกรณี หรือค่าขาดประโยชน์ หรือความสูญเสียทางการเงิน หรือการถูกลงโทษ ถูกปรับอันเนื่องมาจากการล่าช้าหรือจากสาเหตุอื่นๆ
2. กรมธรรม์ไม่คุ้มครองความเสียหายใด ๆ ที่เกิดขึ้นก่อนวันที่บริษัท ฯ ตกลงรับประกันภัย

1) ARCHITECTS' SURVEYORS' AND CONSULTANT ENGINEERS' FEES

It is hereby declared and agreed that the insurance by this policy extends to include Architects' Surveyors' and Consultant Engineers' Legal and other fees (Not exceeding those authorized under the Scales of the various institutions and/or Bodies regulating such charges prevailing at the time of the destruction or damage) for Estimates, Plans, Specifications, Quantities, Tenders and Supervision necessarily incurred in the reinstatement consequent upon the insured against (but not such fees for preparing a claim or estimate of loss) provided that the liability for such destruction or damage and loss shall not exceed

BHT. 10,000,000.00 per any one occurrence and in aggregate.

2) CONSEQUENTIAL OF FAULTY DESING CLAUSE (CDE3)

It is agreed and understood that the insurance shall include consequential loss to any third party, incurred in connection with any loss or damage recoverable under the policy. Provided that the limit of indemnity under this cover shall not exceed

BHT. 10,000,000.00 per any one occurrence and in aggregate.

**3) COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE CLAUSE
(EXCLUDING OPERATION COMMERCIAL)**

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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 and/or put into use or service happening during the period of cover but excluding any loss or damage resulting directly from the operation and/or use of such parts taken or put into use or service.

4) CROSS LIABILITY CLAUSE.

1. INSURANCE COVER

- 1.1. It is agreed and understood that for the purpose of the Third Party Liability Section of this Policy, any person or body specified as the Insured in the Schedule shall be considered as a separate and distinct entity and the words “the Insured” shall be considered as applying to each such person or body as if a separate policy had been issued to each of them in his name alone. The Insurers waive all rights of subrogation which they may have or acquire against the said persons or bodies

Provided always that

- 1.2. Nothing in this clause shall be deemed to increase the Insurers' liability beyond the limits of indemnity stated in the Schedule
- 1.3. All other terms, conditions and exclusions of the Policy shall apply insofar as they are not modified or replaced by the stipulations of this endorsement

2. EXCLUSIONS OF PARTICULAR SIGNIFICANCE FOR THIS ENDORSEMENT

The Insurers shall not be liable for:

- 2.1. any loss of or damage to property which is or could have been insured under the material damage section of this Policy.
- 2.2. any loss of or damage to adjoining property which is owned by one of the Insured

3. PERIOD OF INSURANCE

The period of insurance for this endorsement is identical to the period of insurance specified in the Schedule for the Third Party Liability Section

4. LIMIT OF LIABILITY - ADDITIONAL PREMIUM

- 4.1. The limit of Liability under this Endorsement is the amount entered in the Schedule under the Third Party Liability Section
- 4.2. The Additional Premium due is calculated with regard to exposure and sum insured and included in the Total Premium shown in The Schedule.

5) DEBRIS REMOVAL CLAUSE

The insurance by every item of this policy shall extend 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 items destroyed or damaged by fire or by any other peril hereby insured against.

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The sum insured by every item of this policy have been adjusted to include such costs and the liability of the insurers under this clause in respect of any item include shall in no case exceed 10 per cent of the sum insured thereby or Bht.10,000,000.- Per location whichever is lower.

The liability of the insurers under this clause and the policy in respect of any item shall in no case exceed the sum insured hereby.

6) ESCALATION CLAUSE (120% OF CONTRACT VALUE)

It is noted by the company that the insured have escalated the value insured under building's item of this policy upon the basis of a flat 20% per annum, based upon the sums insured for the year ending.

This escalation basis is accepted by the company as representing a fair and equitable valuation basis and is held to fulfil the requirements under the replacement value clause attached to the policy, with regard to the maintenance of values.

**7) EXPEDITING COSTS (EXCLUDING AIR FREIGHT) (20 % OF NORMAL REPAIR COST)
(LIMIT : BHT. 10,000,000.- ANY ONE ACCIDENT AND IN AGGREGATE)**

(Extra charges for overtime work, night-work on public holidays and express freight except airfreight)

1. INSURANCE COVER

1.1. It is agreed and understood that the Insurer will also indemnify the Insured in respect of extra charges for over-time work, nightwork, work on public holidays and express freight.

Provided always that

1.2. such extra charges are incurred in connection with an indemnifiable loss of or damage to property insured under this Policy.

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

2. SPECIAL EXCLUSION

2.1. Extra charges for airfreight are excluded unless otherwise agreed by special Endorsement

3. PERIOD OF INSURANCE

The Period of Insurance is identical to the period specified in the Schedule.

4. SUM INSURED - ADDITIONAL PREMIUM

4.1. The sum insured under this additional cover is 20% limit of the repair cost

4.2. The Additional Premium is calculated on the estimated total contract value and is included in the total Premium shown in the Schedule.

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8) EXTENDED MAINTENANCE PERIOD CLAUSE (12 MONTS)

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 Contractor(s) solely for loss of or damage to the property insured under the Material Damage Section of this Policy, occurring during the Maintenance Period specified in the Schedule and only when it is caused by

1.1.1 The Contractor(s) whilst at the contract site for the purpose of doing any work in order to comply with the maintenance obligations under the contract.

1.1.2 Any act or omission of the Contractor(s) 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

3.1 The Sum Insured is identical to the estimated total contract value at completion of the contract works

9) FIRE BRIGADE CHARGE CLAUSE

(LIMIT : BHT. 10,000,000.- ANY ONE ACCIDENT 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 charges raised by any local authority for the provision of fire-fighting appliances called for the purpose of protecting the premises.

The Limits of Liability of the Company under this extension for any one occurrence and in the policy aggregate areas specified in the Schedule, subjected also to the deductibles as specified thereon.

Provide always that the Total limit of Liability of Company under this policy shall in no case exceed the

Total Sum Insured.

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

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10) FIRE EXTINGUISHING EXPENSES CLAUSE

(LIMIT : BHT. 10,000,000.- ANY ONE ACCIDENT AND IN AGGREGATE)

The sum insured under this Policy 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 employees' clothing and personal effects) and the cost of replacing or repairing materials or equipment used in extinguishing a fire unless otherwise specifically insured.
- 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 peril hereby insured against.\

11) LOSS NOTIFICATION CLAUSE (45 DAYS)

On the happening of any loss or damage the insured shall give notice thereof to the insurers and shall as soon as reasonably practicable after the loss, damage or destruction or such further time as the insurers may in writing allow, at its own expense deliver to the insurers a claim in writing containing as particular an account of property loss, damaged or destroyed and of the amount thereof respectively having regard to their value at the time of the loss.

12) PLAN AND DOCUMENTS

The Insurers will indemnify the Insured for extra costs and expenses, incurred by the Insured, for rewriting or reproduction (but not re-creation) of plans, drawings, computer records, or other contract documents or valuable papers, lost or damaged, as a result of a cause indemnifiable hereunder, and occurring on the Contract Site .

The limit of liability of the Insurers under this extension shall not exceed **Bht 10,000,000.-** any one occurrence and in aggregate per contract.

13) PRINCIPAL'S EMPLOYEES NOT CONCERNED WITH THE PROJECT SHALL BE TREATED AS THIRD PARTY

It is hereby agreed and understood that the extension under "Principal's Employees and Representatives Clause" is further extended to include principal's employees not concerning with the project (non-supervision personnel).

Limit of Liability : inclusive in Limit of Liability under Section III of this policy.

14) RIOT AND STRIKE CLAUSE.

1. Insurance cover

It is hereby agreed and declared that, notwithstanding anything contained in the policy to the contrary, The insurance under this policy shall extend to cover riot and strike damage which, for the purpose of this endorsement, shall mean – Subject always to the special conditions mentioned hereafter –

Loss of or damage to the property insured directly caused by:

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- 1.1. 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 of not) not being an occurrence mentioned in condition 24 of the special exclusions of this endorsement
- 1.2. 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
- 1.3. The wilful act of any worker on strike or locked out, carried out in furtherance of a strike or in resistance to a lock-out
- 1.4. 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 always that

- 1.5. All the conditions of this policy shall apply in all respects to the insurance granted by this extension save insofar as the same are expressly varied by the following special conditions, and any reference to loss or damage in the conditions of the policy shall be deemed to include the perils hereby insured against

The following special conditions shall apply only to the insurance granted by this extension and the conditions of the policy shall apply in all respects to the insurance granted by the policy as if this endorsement had not been made

Special conditions

2. Special exclusions

This insurance does not cover:

- 2.1. Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- 2.2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- 2.3. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building provided nevertheless that the insurers are not relieved under 1.2 and 1.3 above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession having a cause otherwise covered by the policy
- 2.4. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:
 - 2.4.1. war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not) civil war
 - 2.4.2. mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power
 - 2.4.3. any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure 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. Period of insurance

3.1. commencement:

this riot and strike cover shall commence on the following date:

3.2. termination:

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this insurance may at any time be terminated by the insurers on notice to that effect being given to the insured, in which case the insurers shall be liable to repay a pro-rata proportion of the premium for the unexpired term from the date of cancellation

4. Sum insured – additional premium
 - 4.1. The sum insured is identical with the estimated total value of the contract work as entered in the schedule of the policy
 - 4.2. The additional premium is included in the total premium shown in the schedule.

15) SUBROGATION WAIVER CLAUSE

In the event of a claim arising under this Policy the Company agree to waive any rights, remedies or relief, to which they may become entitled by subrogation against :-

- (A) Any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured.
- (B) Any Company which is a subsidiary of a Parent Company of which the Insured themselves a subsidiary.

16) SUE AND LABOR CLAUSE

(LIMIT : BHT. 10,000,000.- ANY ONE ACCIDENT AND IN AGGREGATE)

In case of loss or damage, it shall be lawful and necessary for the assured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this insurance, nor shall the acts of the assured or this Company, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment, to the charge whereof this company will contribute according to the rate and quantity of sum herein insured.

17) SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES (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 framework.
Openings 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.

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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 of material for the construction shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 1 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 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 familiarized with the site and immediate access maintained for it at all times.
8. The site is fenced off and access controlled.

18) SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH REAPCOT TO PRECIPITATION, FLOOD AND INUNDATION (MR110)

It is agreed and understood that otherwise subject to the terms, exclusion, 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 or 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 20 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 (eg sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

19) UNDERGROUND CABLES AND PIPES CLAUSE

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It is agree and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers will only indemnify the insured in respect of loss of or damage to existing underground cables and/or pipes or all other underground facilities if, prior to the commencement of works, the insured has inquired with the relevant authorities of the exact position of such cables, pipes or other underground facilities.

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

(LIMIT : BHT. 5,000,000.- ANY ONE ACCIDENT AND IN AGGREGATE)

Deductible : 10% on amount of loss and subject to minimum Bht. 80,000.00 each and every occurrence
Whichever is higher

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CONTRACT WORKS INSURANCE

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.

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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 amount of insurance stated in the Schedule shall represent:

- for item 1 : the full value of the contract works at the completion at 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 Insurers, before the occurrence of any claim hereunder.

LOSS SETTLEMENT

Items, 1, 2 and 3

The Insured shall satisfy the Insurers by such reasonable evidence as may be required that the loss or damage in respect of which a claim is made has actually arisen from one of the risks insured against.

The Insurers will make payments on the basis of valid bills and documents after repairs have been effected or replacement has taken place, as the case may be. The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses. The cost of any alterations, additions and/or improvements which may be undertaken as a result of any loss or damage shall not be recoverable hereunder.

In addition for Item 3, the following conditions are applicable:

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

1. in the case of any damage which can be repaired-the cost of repairs necessary to restore the property to its condition immediately before the occurrence of the damage less salvage, or
2. in the case of a total loss-the actual value of the property immediately before the occurrence of the loss less salvage.

All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (2) above.

If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sum insured bears to the amount required to be insured.

ATTACHING TO AND FORMING A PART OF THE POLICY 230001/E001000427

CONTRACT WORKS INSURANCE

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
 - 3.1 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;
 - 3.2 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;
 - 3.3 any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - 3.4 any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
 - 3.5 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 defense 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.

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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.

SCHEDULE				Policy No.	230001/E001000427
Insured บริษัท เอสเตท คิว จำกัด ในฐานะผู้ว่าจ้าง และ/หรือ บริษัท ชัพพอร์ด ซี (2009) จำกัด ในฐานะผู้รับเหมาหลัก และ/หรือ ผู้รับเหมาอื่นๆ					
Section I Building and Civil Engineering Works 1 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein) 20 Materials or items supplied by the Principal 2 Construction Equipment 3 Construction Machinery and Stationary Plant 4 Clearance of Debris (Limit of Indemnity) 5 Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by Items 1,2 or 3 destroyed or damaged by any of the perils hereby insured against Total Sum Insured				Sum Insured Baht 209,900,000.00 - - as per attached as per attached Baht 209,900,000.00	
Excesses 1 Contract Works, Construction Equipment in respect of each and every occurrence for loss or damage arising out of 10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage 11 and other cause 2 Construction Machinery in respect of each and every occurrence for loss or damage arising out of 20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage 21 any other cause				the first the first the first the first	
Section II Machinery Erection 1 Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection 2 Erection Machinery and Tools 3 Clearance of Debris Total Sum Insured				Sum Insured Included In Section I - - -	
Excesses 1 Property to be erected : in respect of each and every occurrence 10 during erection 11 during testing 2 Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arising out of any cause				the first the first the first	
Section III Third Party Liability 1 Limit of indemnity in respect of any one accident or series of accidents arising out of one event 10 for bodily injury 11 for property damage 2 Total limit of indemnity under this Policy				Combined Single Limit For Item 10 & 11 Baht 20,000,000.00 /A.O.A/A.G.G	
Excesses In respect of each and occurrence for 10 bodily injury/death 11 loss of or damage to property				the first the first	
Period of Insurance (14 MONTHS) Section I 31/08/2023 - 31/10/2024 Section II 31/08/2023 - 31/10/2024 Section III 31/08/2023 - 31/10/2024				plus 1 month/s maintenance plus 1 month/s maintenance plus - month/s maintenance	
Premium Section I Baht 390,830.00 VAT Baht 27,467.58 Stamp Duty Baht 1,564.00 Total Baht 419,861.58 Section II - VAT - Stamp Duty - Total - Section III Included in Section I VAT - Stamp Duty - Total Included in Section I					
<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Broker ธนาคารแลนด์ แอนด์ เฮาส์ จำกัด (มหาชน)				License No. 300041/2549	

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

this 31 day of AUGUST 2023

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