

ภาคผนวก ค



ภาคผนวก ค-1

กรมธรรม์ประกันภัย





CONTRACT WORKS INSURANCE POLICY

THE SCHEDULE		Policy No. : 623-01441-532	
Insured : บริษัท แอล.พี.เอ็น. ดีเวลลอปเม้นท์ จำกัด (มหาชน) ในฐานะเจ้าของโครงการ และ/หรือ ผู้รับเหมาหลัก และ/หรือ ผู้รับเหมาหลักอื่นๆ และ/หรือ ผู้รับเหมาช่วงอื่นๆ AND/OR PRINCIPAL'S REPRESENTATIVES AND OTHER INTEREST THAT MAY APPEAR			
Section I Building and Civil Engineering Works		Sum Insured	
1 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein)		As per attachment	
11 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		"	
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, flood		the first As per attachment	
11 any other cause		the first "	
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		the first N/A	
21 any other cause		the first "	
Section II Machinery Erection		Sum Insured	
1 Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection		Included in item 1(10) of Section I	
2 Erection Machinery and Tools		Not Covered	
3 Clearance of Debris		Included in item 4 of Section I	
Total Sum Insured		"	
Excesses			
1 Property to be erected : in respect of each and every occurrence 10 during erection		the first As specified in Excesses of Section I	
11 during testing		the first "	
2 Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arising out of any cause		the first N/A	
Section III Third Party Liability			
1 Limit of indemnity in respect of any one accident or series of accidents arising out of one event		} Combined Single Limit	
10 for bodily injury/death		Baht 30,000,000.00	
11 for property damage			
2 Total limit of indemnity under this policy		Baht 30,000,000.00	
Excesses			
In respect of each and every occurrence for 10 bodily injury/death		the first Nil	
11 loss of or damage to property		the first Baht 30,000.00	
Period of Insurance 731 Days (including 8 weeks testing and commissioning)			
Section I	15/09/2023 - 14/09/2025	plus 24	month/s maintenance
Section II	15/09/2023 - 14/09/2025	plus 24	month/s maintenance
Section III	15/09/2023 - 14/09/2025	plus 24	month/s maintenance
Premium (Baht)			
Section I	655,832.00	VAT 46,091.92	Stamp Duty 2,624.00
Section II	Included in section I	VAT -	Stamp Duty -
Section III	Included in section I	VAT -	Stamp Duty -
Total		704,547.92	

In Witness whereof the undersigned being duly authorised by the Insurers and or behalf of the Insurers has/have hereunto set his/their hand(s). ประทับตรา
this 06th day of OCTOBER, 2023

Director



Director

Authorized Signature



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

25 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888
25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120 Fax 0 2610 2100

CONTRACT WORKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to the **BANGKOK INSURANCE PUBLIC COMPANY LIMITED**, (hereinafter called "the Insurers") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

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

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

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

GENERAL CONDITIONS

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

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



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120 Fax 0 2610 2100

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

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

5. The Insured shall at the the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.
6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
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.

GENERAL EXCLUSION

The Insurers will not indemnify the Insured in respect of

1. The excesses stated in the Schedule to be borne by the Insured,
2. Consequential loss of any kind or liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency,
3. Wilful act or wilful negligence of any director, manager or responsible site official of the Insured,
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission,



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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5. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material,
6. Loss, damage or liability directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, or malicious persons acting on behalf of or in connection with any political organisation, confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion (6) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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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 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.

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.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)

Bangkok Insurance Public Company Limited

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25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120 Fax 0 2610 2100

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 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 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.

LOSS SETTLEMENT

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.

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.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. 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, settlement shall be made on the basis provided for in (2) above.

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.

If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, than 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.



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 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 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.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

25 ถนนสารสิน แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888
 25 Sathon Tai Road, Thung Maha Mek, Sathon, Bangkok 10120 Fax 0 2610 2100

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารนี้ให้อธิบายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 623-01441-532)	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 15/09/2023	ถึง 14/09/2025
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It is hereby understood and agreed that Sum Insured and Excesses under Section I are as follows:-

<u>Section I</u>	: Building and Civil Engineering Works	<u>Sum Insured (Baht)</u>
1.	10 Contract Work (Permanent and Temporary works, including all Materials to be incorporated therein)	546,526,500.-
	11 Materials or items supplied by the Principal	Included in item 1(10)
2.	Construction Equipment	Not Covered
3.	Construction Machinery and Stationary Plant	"
4.	Clearance of Debris (Limit of Indemnity)	20,000,000.-
		any one accident and in aggregate
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 item 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against	20,000,000.-
		any one accident and in aggregate.
6.	Existing Property (Including Principal's Sale office and Mock-up Room Located on and/or around the site or 2 km.)	2,000,000.-
		any one accident and in aggregate.

Excesses : in respect of each and every occurrence:-

1.	Contract Works	- subsidence, landslide, collapse, maintenance period, testing & commissioning	- the first 10 % of loss amount or minimum Baht 100,000.- whichever is higher
		- any other causes	- the first 10 % of loss amount or minimum Baht 80,000.- whichever is higher
		- windstorm (including hurricane & cyclone), hail, earthquake (including tidal wave & tsunami), any water damage	- the first 10 % of loss amount or minimum Baht 150,000.- whichever is higher
2.	Existing Property		- the first Baht 30,000.-



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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เอกสารนี้ให้อธิบายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 623-01441-532)	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 15/09/2023	ถึง 14/09/2025
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It is hereby understood and agreed that:-

1. The Title of Contract and Contract Site under the Policy are as follows:-

Title of Contract : “โครงการ วิลล์ 168 บางหว้า”

งานก่อสร้างคอนโดมิเนียมพักอาศัย สูง 8 ชั้น จำนวน 4 อาคาร (อาคาร A, B, C, D)
(ไม่มีชั้นใต้ดิน) มีเฉพาะถึงเก็บที่ดินของทุกอาคาร (ไม่รวมงานกลับเข้าสู่)
ประกอบด้วย งานเสาเข็มกดฐานราก บ่อบำบัด งานโครงสร้างอาคาร งานสถาปัตย์
งานตกแต่งภายใน และเฟอร์นิเจอร์ต่างๆ งานระบบต่างๆ เช่น ระบบไฟฟ้า
ระบบประปา-สุขาภิบาล ระบบสื่อสาร ระบบปรับอากาศ ชุดครัว ระบบป้องกันภัย
ระบบดับเพลิง งานระบบลิฟต์ เป็นต้น งานภายนอกอาคาร เช่น ตกแต่งภูมิสถาปัตย์
ถนน ทางเดิน ร้ว รวมงานก่อสร้าง ร้วป้ายโฆษณาโครงการที่ติดตั้งภายใน-ภายนอกโครงการ,
งานถมดิน , สำนักงานขาย, งานก่อสร้างป้ายโฆษณาที่ติดตั้งบริเวณโครงการ เป็นต้น
และงานรับเหมาอื่นๆ ทั้งโครงการตามสัญญาว่าจ้าง รวมวัสดุที่จัดหา โดยผู้ว่าจ้าง

Contract Site : ซอยแจ้งวัฒนะ-ปากเกร็ด 17 ถนนแจ้งวัฒนะ ตำบลบางพูด อำเภอปากเกร็ด จังหวัดนนทบุรี

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

- 2.1 Accidental loss of damage to property belonging to Principal's employees and Principal's Representatives who concerned with the performance of the Contract Insured under the Policy.
- 2.2 Accidental bodily injury to Principal's employees and Principal's Representatives who concerned with the performance of the Contract Insured under the Policy.
- 2.3 Consequential loss due to physical damage directly caused by the performance of the Contract Insured by the Policy and for which the Insured is legally liable.

Limit of Liability : Baht 10,000,000.- any one accident and in aggregate.

Provided that:-

- a) The Total Liability of the Insurers including above extension shall not exceed the limit of indemnity as stated in the Schedule under Section III "Third Party Liability".
- b) The Insured shall be responsible for the Excesses as stated in the Schedule.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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เอกสารนี้เป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 623-01441-532)	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 15/09/2023	ถึง 14/09/2025
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3. The insurance under this Policy is extended to cover loss or damage to office equipment at site, temporary site office, store, labour camp belonging to Principal, Principal's Representative & Contractor whilst being kept at and/or around the construction site. (ภายในรัศมีไม่เกิน 2 กม.)

Provided that:-

- 3.1 The Liability of the Insurers shall not exceed Baht 20,000,000.- any one accident and in aggregate.
- 3.2 The Insured shall be responsible for the first Baht 30,000.- each and every loss.
4. Principal's Prospective Customer who come to see the showroom at insured construction site shall be treated as third Party.
5. Principal's Employees who not concerning with the project shall be treated as Third Party.
6. The indemnity granted under section III of this policy is extended to include liability in respect of bodily injury or death caused by vibration or removal or weakening of support.
7. The insurance under this Policy cover loss of or damage caused by flood with the following details:-
- Limit of Liability : Baht 50,000,000.- any one accident and in aggregate.
- Excess : The first 10% of loss amount or minimum Baht 150,000.- whichever is higher.
8. The insurance under the Policy is subject to the following clauses hereto attached:-
- a) Automatic Extension of Contract Period
 - b) Escalation Clause
 - c) Inland Transit Clause
 - d) Loss Notification Clause
 - e) Stoppage of Work Clause
 - f) Off-Site Storage Clause
 - g) Existing Property Clause
 - h) Extended Maintenance Clause
 - i) Expediting Costs Clause (Including Airfreight)
 - j) Cross Liability Clause
 - k) Riot & Strike Clause
 - l) Special conditions concerning piling foundation and retaining wall works (MR 121)
 - m) Third Party Liability in respect of Existing Underground Cable or Pipelines Clause
 - n) Faulty Design Clause



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- o) Extension of Cover for Vibration or Removal or Weakening of Support
- p) Cover for Insured Contract Work Taken Over Clause
- q) Temporary Protection Clause
- r) Restoration of Record Clause
- s) Change in Risk/Errors & Omissions Clause
- t) Tool of Trade Clause
- u) Sue and Labour Clause
- v) Sudden and unforeseen Seepage and pollution Clause
- w) Cover for Third Party Liability during maintenance period
- x) 72 Hours Clause
- y) Mitigation Expense Clause
- z) Absolute Asbestos Exclusion
- aa) Terrorism Exclusion Endorsement
- bb) Electronic Data and Internet Endorsement Clause
- cc) Communicable Disease Endorsement (LMA 5393&5396)
- dd) Cyber Loss Limited Exclusion Clause (LMA 5410)



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AUTOMATIC EXTENSION OF CONTRACT PERIOD

It is hereby understood and agreed that the Insurers shall automatically extend the period of insurance under the Policy for 3 months if there is any delay in completion of the Contract at additional premium and term to be agreed. Such additional premium to be payable on commencement of the extension in period.

ESCALATION CLAUSE

If during the Period of Insurance the actual Contract Price shall in excess of the original Contract Price then the Sum Insured as shown in the Schedule of the Policy shall be increased by the amount of such excess but not exceeding in all 20% of the Sum Insured.

Upon completion of the Contract Works, the Insured shall furnish to the Insurers a declaration of the actual Contract Price and if such price shall differ from the original Contract Price the premium will be adjusted accordingly by applying the agreed rate of or any subsequent amended rating as may be agreed to the actual Contract Price.

In the event of loss or damage in respect of which payment is made by the Insurers the Insurance hereunder shall be maintained in force for the Sum Insured in consideration of the Insured having agreed to pay an appropriate reinstatement premium on the amount of the loss which premium shall be disregarded for the purpose of any adjustment of premium mentioned above.

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 property insured under the Material Damage Section whilst such property is in transit by road vehicles within Thailand to the Contract Site for the purpose of pursuing the contract works insured under this policy including the risk of loading and unloading.

Provided that the said property is not covered by other policies and the Liability of the Insurer under this extension subject to the limit of indemnity and excess stated hereunder:-

Limit of Liability : Baht 20,000,000.- any one accident and in aggregate.
Excess : Baht 30,000.- each and every loss.



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LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained to the contrary in the general Conditions 4 of this Policy it is hereby agreed that in the event of any occurrence which might give rise to a claim under the Policy the Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within **45** days of its occurrence.

STOPPAGE OF WORK CLAUSE

Notwithstanding anything contained to the contrary in the general Conditions 7.73 of this Policy. It is hereby agreed that this Policy shall be avoided in the event of stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding **3** calendar months.

OFF-SITE STORAGE CLAUSE

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 indemnify the Insured for loss of or damage to the insured property whilst being kept at location to be named

Limit of Liability : Baht 20,000,000.- any one accident and in aggregate.

Excess : Baht 30,000.- each and every loss.

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



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EXISTING PROPERTY CLAUSE

1. INSURANCE COVER

- 1.1 It is agreed and understood that the Insurer will indemnify the Insured for loss of or damage to existing property located on or immediately adjacent to the site and belonging to or held in care, custody or control by the Principal (s) or the Contractor (s)

Provided always that

- 1.2 such loss or damage is directly caused by the construction, erection or testing of the works insured under the Material Damage Section (s) and occurring during the Period of Insurance
- 1.3 a separate sum insured is entered in the Schedule under the Material Damage Section (s)
- 1.4 all terms, conditions and exclusions of the Policy shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement

2. SPECIAL EXCLUSIONS

This Endorsement shall not cover loss or damage due to :

- 2.1 forces of nature or any other cause not related to the contract works

3. PERIOD OF INSURANCE

The Period of Insurance for this Endorsement is identical to the contract works and test period specified in the Schedule but always excluding the maintenance period unless otherwise agreed

4. SUM INSURED-ADDITIONAL PREMIUM

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



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EXTENDED MAINTENANCE CLAUSE

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

1. INSURANCE COVER

- 1.1 It is agreed and understood that the Insurers will indemnify the insured Contractor (s) solely for loss of or damage to the property insured under the Material Damage Section of this Policy, during the Maintenance Period specified in the Schedule and only when it is caused by
 - 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
 - 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
- 3.2 The Additional Premium due is calculated on the Sum Insured and shall be adjusted for any change in such sum



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EXPEDITING COSTS CLAUSE

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

1. INSURANCE COVER

- 1.1 It is agreed and understood that the Insurers will also indemnify the Insured in respect of extra charges for overtime work, night-work, work on public holidays and express-freight including airfreight

Provided always that

- 1.2 such extra charges are incurred in connection with an identifiable 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. PERIOD OF INSURANCE

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

3. SUM INSURED-ADDITIONAL PREMIUM

- 3.1 The Sum Insured under this additional cover is the limit of indemnity per event: **20%** of Repair Costs of any damage.
- 3.2 The Additional Premium is included in the Total Premium shown in the Schedule.



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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 clauses shall be deemed to increase the Insurers' liability beyond the limits of indemnity state 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. EXCLUSION 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 be one of the Insured

3. PERIOD OF INSURANCE

The Period of Insurance for this Endorsement is identical to the period of insurance specific 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 Total Premium shown in the Schedule.



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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:

- 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 or not) not being an occurrence mentioned in Condition 2.4. 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
- 1.6 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



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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 warlike 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 organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence

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

3. PERIOD OF INSURANCE

3.1 Commencement

This Riot and Strike cover shall commence on the following date :

COMMENCING DATE : **September 15, 2023.**

3.2 Termination:

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-rate 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 works as entered in the Schedule of the Policy
- 4.2 The Additional Premium is included in the Total Premium shown in the Schedule



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS (MR121)

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

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

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



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SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES CLAUSE

(MR 102)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 10% of the loss amount or minimum Baht 150,000.- each and every loss, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

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

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



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

25 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888
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เอกสารนี้ให้ออกเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 623-01441-532)	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 15/09/2023	ถึง 14/09/2025
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FAULTY DESIGN CLAUSE (Building and Civil Engineering Works)

1. INSURANCE COVER

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

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

provided always that

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

2. PERIOD OF INSURANCE

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

3. SUM INSURED - ADDITIONAL PREMIUM

- 3.1 The Sum Insured is identical with the estimated total value of the contract works specified in the Schedule.
3.2 The Additional Premium due is included in the Total Premium shown in the Schedule.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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VIBRATION, REMOVAL OR WEAKENING OF SUPPORT (MR120)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section III of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
- the Insured if required shall before commencement of construction and at his own expense prepare report on the condition of any endangered property or land or building.

The Insurers will not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of Liability : Baht 10,000,000.-any one accident and in aggregate.

Excess : The first 10% of loss amount or minimum Baht 150,000.- whichever is higher per each house/building or each claimant.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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COVER FOR INSURED CONTRACT WORK TAKEN OVER CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover loss of or damage to parts of the Insured contract works taken over, if such loss or damage emanates from the construction of the items insured under Section I and Section II and happens during the period of cover.

It is further understood and agreed that the Insurers' liability expires immediately if any part of the insured contract works put into commercial operation or put into service.

TEMPORARY PROTECTION CLAUSE

This Policy Extends to Cover Costs and Expenses Incurred by or on behalf of any of the insured anywhere 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 against.

The Limit of Liability under this clause shall in on case exceed Baht 20,000,000.- any one accident and in aggregate.

RESTORATION OF RECORD CLAUSE

It is hereby declared and agreed that the Insurance under this Policy extends to cover necessary and reasonably expenses incurred to restore the records lost or damage by the insured perils.

Limit of Liability : Baht 20,000,000.- any one accident and in aggregate.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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CHANGE IN RISK/ERRORS & OMISSIONS CLAUSE

If there is any material change in the risk insured during the period of insurance or if any defects or conditions of working are discovered which shows the risk more hazardous than usual the Insured shall notify the Insurers and take such precautions as circumstances any require.

- (a) If the development or discovery of a defect in any property manufactured by or on behalf of the Insured shall indicate or suggest that a similar defect exists in the Insured Property the Insurers reserve the right to advise the Insured of intended suspension of the insurance on any such Insured Property at reasonable notice in respect of loss or damage due to or arising out of the said defect.
- (b) Any unintentional or inadvertent error or omission in name or description or amount or reporting or notification in respect of this Policy by one of the Insured shall not operate to the prejudice of any of the other Insureds, providing the error or omission is corrected when discovered by the Insured.

TOOL OF TRADE CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover any accidental liability to third party arising from the use of road registered mobile plant at the site as a tool of trade which is the property of the contractor and their sub contractors but only in respect of such liability not to be insured under any other policy of insurance.

SUE AND LABOR CLAUSE

The sum insured extends to include reasonable expenses incurred by the Insured in their effects to recover safeguard or preserve the property insured, to minimize any loss insured thereunder; or to prosecute in its own name any claim for indemnity or damages or otherwise in respect of such loss provided Company has consented to such action.



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SUDDEN AND UNFORSEEN SEEPAGE AND POLLUTION CLAUSE

It is hereby understood and that this insurance does not cover any liability for :

1. Bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected happening during the period of this insurance.
2. The cost of removing, nullifying or cleaning-up seepage, pollution or contamination substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
3. Fines, penalties, punitive or exemplary damages.

COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD

It is agreed and understood that otherwise subject to the terms, exclusions provisions and conditions contained in the Policy or endorsed thereon, this Insurance shall be extended for the maintenance period specified in the Schedule to cover Insured's legal liability consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not)
- b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the maintenance work of the Contractor (s) and happening on or in the immediate vicinity of the site in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

72 HOURS

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

In respect of the perils of earthquake, flood, windstorm, typhoon, monsoon, any and all losses from these causes within a seventy – two (72) hours period shall be deemed to be one loss. The Insured may elect the moment from which each of the aforesaid periods of seventy-two(72) hours shall be deemed to have commenced but no two such seventy-two(72) hours periods shall overlap. The Company shall not be liable for any loss caused by an earthquake, flood, windstorm, typhoon, monsoon occurring before the effective date and time of this Policy, nor for any loss occurring after the expiration date and time of this Policy.

All other terms and conditions remain unchanged.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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MITIGATION EXPENSES CLAUSE

It is hereby declared and agreed that this Policy extends to cover all expenses reasonably incurred by or on behalf of the Insured in extinguishing fires or in mitigating, containing or suppressing loss, destruction or damage by any peril hereby insured against occurring at or adjacent to or immediately threatening the situation of any Property Insured by this Policy.

It is further declared and agreed that the indemnity afforded by this clause shall include (but not be limited to) the payment of wages to Insured's employees (other than full-time members of a works Fire Brigade), the cost of replenishing fire fighting appliances; and the cost of replacing reinstating or repairing materials and equipment lost, destroyed or damaged, (including Director's Partners' Proprietors' Employees' and Volunteer's Clothing and personal effects)

Limit of Liability : Baht 20,000,000.- any one accident and in aggregate.

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.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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PROPERTY

ELECTRONIC DATA AND INTERNET ENDORSEMENT

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

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

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2 or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

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



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test :
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

25 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120 Tel. 0 2285 8888
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CYBER LOSS LIMITED EXCLUSION CLAUSE

- i. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

- ii. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

- iii. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- iv. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- v. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

LMA5410