

ภาคผนวก ค4

กรมธรรม์ประกันภัย





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

ก่อตั้งเมื่อปี พ.ศ. 2490
Established 1947

ทะเบียนพาณิชย์ 0107536000625
Registration No. 0107536000625

CONTRACT WORKS INSURANCE POLICY

THE SCHEDULE

Policy No. :522-01441-363

Insured : **บ. ดับบลิวแอนด์ดับบลิว พร็อพเพอร์ตี้ แอนด์ ดีเวลลอปเม้นท์ จก. ในฐานะผู้ว่าจ้าง และ/หรือ บริษัท ไซลอน จำกัด (มหาชน)**
ในฐานะผู้รับเหมาก่อสร้าง และ/หรือ ผู้รับเหมาช่างอื่นๆ

Section I Building and Civil Engineering Works

- 1 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein)
 - 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**

Sum Insured

As per attachment

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
- 11 any 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

As per attachment

the first
the first

N/A
N/A

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

Not covered

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

N/A
N/A
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
10 for bodily injury/death
11 for property damage
- 2 Total limit of indemnity under this policy

Combined Single Limit Baht 10,000,000.00

Baht 10,000,000.00

Excesses

- 10 bodily injury/death
- 11 loss of or damage to property

the first
the first

Nil
Baht 50,000.00

Period of Insurance **240 Days**
Section I **04/11/2022 - 01/07/2023**
Section II **-**
Section III **04/11/2022 - 01/07/2023**

plus
plus
plus

24
-
24

month/s maintenance
month/s maintenance
month/s maintenance

In Witness whereof the undersigned being duly authorised by the Insurers and on behalf of the Insurers has/have hereunto set his/their hand(s) **ชำระอากรมแล้ว**
this 04th day of NOVEMBER, 2022



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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.



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

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

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



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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.



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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.



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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 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.



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Section III

THIRD PARTY LIABILITY

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

- 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.



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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.



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เอกสารแสดงรายละเอียดการประกันภัย

เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 522-01441-363)	ซึ่งมีผลใช้บังคับตั้งแต่วันที่ 04/11/2022	ถึง 01/07/2023
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It is hereby understood and agreed that Sum Insured and Excesses under Section I are as follows :-

Section I : Building and Civil Engineering Works

Sum Insured (Baht)

1. 10 Contract Work (Permanent and Temporary works, including all Materials to be incorporated therein)	32,200,000.-
11 Materials or items supplied by the Principal	Not Covered
2. Construction Equipment	"
3. Construction Machinery and Stationary Plant	"
4. Clearance of Debris (Limit of Indemnity)	2,000,000.-
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	2,000,000.-
Total	<u>36,200,000.-</u>

Excesses : in respect of each and every occurrence :-

1. Contract Works	- Subsidence, Landslide, Collapse, Any Water Damage, Theft, Burglary, Maintenance Period	- the first Baht 60,000.-
	- Any other cause	- the first Baht 50,000.-
2. Testing and Commissioning		- the first Baht 60,000.-



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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	:	งานเช่าเหม่าจำนวน 121 ตัน สำหรับโครงการก่อสร้าง Xim Condominium และงานรับเหมาอื่น ๆ ที่เกี่ยวข้องตามสัญญา
Contract Site	:	ถ.สุขสวัสดิ์ ต.บางพึ่ง อ.พระประแดง จ.สมุทรปราการ

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 or damage to property belonging to Principal's employees and Principal's Representatives (Supervision Personnel) who concerned with the performance of the Contract Insured under the Policy.
- 2.2 Accidental bodily injury to Principal's employees and Principal's Representatives (Supervision Personnel) who concerned with the performance of the Contract Insured under the Policy.

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.

3. The insurance under this Policy is extended to cover loss or damage to office equipment at site and temporary site office belonging to Principal's Representative's and Contractor's whilst being kept at the construction site.

Provided that :-

- 3.1) The Liability of the Insurers shall not exceed Baht 2,000,000.- any one accident and in aggregate.
- 3.2) The Insured shall be responsible for the first Baht 50,000.- for each and every loss.



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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 522-01441-363)	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 04/11/2022	ถึง 01/07/2023
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4. The insurance under this policy is subject to cover loss of or damage caused by Flood, Earthquake (Including Tidal Wave and Tsunami), Windstorm (Including Hurricane and Cyclone) and Hail.

Limit of Liability : Baht 5,000,000.- any one accident and in aggregate.

Excess : The first 10% of loss amount or minimum Baht 100,000.- whichever is higher in respect of each and every loss

5. The insurance under the policy is subject to the following clauses hereto attached :-

- a) Automatic Extension of Contract Period Clause
- b) Cross Liability Clause
- c) Consequence of Faulty Design
- d) Escalation Clause
- e) Expediting Costs Clause (Including Airfreight)
- f) Extended Maintenance Clause
- g) Fire Prevention Measures
- h) Piling Construction Clause
- i) Storage of Construction Material
- j) Strike and Riot Clause
- k) Third Party Liability in respect of Existing Underground Cable or Pipelines Clause
- l) Extension of Cover for Vibration or Removal or Weakening of Support (Total & Partial Collapse only)
- m) Loss Notification Clause
- n) Cover for Third Party Liability during Maintenance Period Clause
- o) Warranty Clause
- p) Absolute Pollution Exclusion
- q) Electronic Data and Internet Endorsement
- r) Terrorism Exclusion Endorsement
- s) Absolute Asbestos Exclusion
- t) Communicable Disease Exclusion (LMA 5393 / LMA 5396)



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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ [REDACTED])	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 04/11/2022	ถึง 01/07/2023
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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 terms and additional premium and terms to be agreed. Such additional premium to be payable on commencement of the extension in period.

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 if 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



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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.

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.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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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.

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, occurring 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.



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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

FIRE PREVENTION MEASURES CLAUSE

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

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



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PILING CONSTRUCTION CLAUSE

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of:

1. Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
2. Costs incurred in case of abandoned piling work.
3. Costs in excess of "Original pile value in place" (piling total contract value divided by number of piles).
4. Costs incurred in rectifying undamaged piles which have deviated due to soil movement.

STORAGE OF CONSTRUCTION MATERIAL

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the Insurers shall not be liable to indemnify the Insured for any loss of or damage to stored construction material, if such material is not stored in a watertight building constructed at least half a metre above ground level of the working area.

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



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- 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

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



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ [REDACTED])	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 04/11/2022	ถึง 01/07/2023
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3.1 Commencement

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

COMMENCING DATE : **November 04, 2022.**

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

THIRD PARTY LIABILITY IN RESPECT OF EXISTING UNDERGROUND CABLES OR PIPELINES

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

The insurers shall not be liable under the policy to indemnify loss of or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes the Insured had traced their existence and indicated location

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

Limit of Liability : Baht 2,000,000.- any one accident and in aggregate

Excess : The first 10% of loss amount or minimum Baht 150,000.- whichever is higher



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ [REDACTED])	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 04/11/2022	ถึง 01/07/2023
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EXTENSION OF COVER FOR VIBRATION OR REMOVAL OR WEAKENING OF SUPPORT (TOTAL & PARTIAL COLLAPSE ONLY)

Notwithstanding anything contained to the contrary in Exclusion 2 of Section III of this Policy it is noted and agreed that the Indemnity granted under Section III of the Policy is extended to include liability in respect of damage to any property, building or structure caused by vibration or by the removal or weakening of support.

Provided that :-

- (1) Immediately upon discovery of damage to third party property, building or structure caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall suspend operations, carry out repairs and install additional supports to the damaged property. If the Insured shall fail to comply with this special provision the Insurers shall be under no liability for any claims in respect of the damaged property.
- (2) The Insurers shall not be liable for
 - (a) claims in respect of damage to buildings under demolition or declared by the relevant public authority to be dangerous.
 - (b) any expenses incurred in taking safety measures to prevent damage to third party property.
 - (c) claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.
 - (d) claims in respect of damage to property, building or structure which existed before the commencement of the Insured's operation.
 - (e) loss or damage to underground property of all kinds, water pipe, underground cable, road, pavement, walkway, slab on ground, fence, conduits for sewage, surface water drainage system and swimming pool.
 - (f) The first 10% of loss amount or minimum Baht 150,000.- whichever is higher per each house/building or each claimant.
- (3) The liability of Insurers under this extension shall during the period of insurance not exceed Baht 2,000,000. - any one accident and in aggregate..

Subject otherwise to the terms, exceptions and conditions of this Policy.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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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.

COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD 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 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.

WARRANTY CLAUSE

- ระหว่างการทำงานเสาเข็ม ผู้รับเหมาจะต้องปฏิบัติงานให้เป็นไปตามหลักวิศวกรรมเพื่อป้องกันหรือบรรเทาความเสียหายที่อาจมีผลมาจากการทำงานดังกล่าว

POLLUTION CLAUSE

This Insurance does not cover :

"Liability in respect of death, illness or bodily injury, or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water ;



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ELECTRONIC DATA AND INTERNET ENDOREMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of the property shall not include damage to the data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure.

Consequently the following are excluded from this Agreement:

Loss of damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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 organisation(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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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.

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



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
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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.

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