

ภาคผนวก ค4

กรมธรรม์ประกันภัย



เอกสารแนบท้ายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยเลขที่ [REDACTED]
Attaching to and forming part of Policy No.

เป็นที่ตกลงและเข้าใจกันว่า ถ้าข้อความใดในเอกสารแนบนี้ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัยนี้ ให้ถือข้อความตามที่ปรากฏในเอกสารนี้บังคับแทน
Notwithstanding anything contained in the policy to the contrary, it is hereby noted and agreed that the following specification prevails :-

THE SPECIFICATION

เอกสารแสดงรายละเอียดการประกันภัย

เอกสารแนบท้ายเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยเลขที่ **001-ECAR24-000216**
Attaching to and forming part of Policy No.

เป็นที่ตกลงและเข้าใจกันว่า ถ้าข้อความใดในเอกสารแนบนี้ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัยนี้ ให้ถือข้อความตามปรากฏในเอกสารนี้บังคับแทน
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Notwithstanding anything contained in the policy to the contrary, it is hereby noted and agreed that the following specification prevails :-

CONTRACT WORKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to **The Falcon 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:
 - 4.1 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;
 - 4.2 take all steps within his power to minimize the extent of the loss or damage;
 - 4.3 preserve the damaged property and make it available for inspection by a representative or surveyor of the Insurers;
 - 4.4 inform the police authorities in case of loss or damage due to theft or burglary;
 - 4.5 send 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.

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. If there is any difference, dispute or demand under this Policy between any claimant and the Company, in which case the claimant wishes to refer the matter to arbitration, the Company agrees to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.
7. In the event of
 - 7.1 material change in the risk;
 - 7.2 the termination of the Contract by the Principal;
 - 7.3 withdrawal from the Contract by any main Contractor;
 - 7.4 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.
9. The Insurer is entitled to cancel this policy without returning premium if the Insured has committed a fraud.

GENERAL EXCLUSIONS

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. Willful act or willful 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 ionizing 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,
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 organization, 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.

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 Insurers 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.

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

SUM INSURED

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

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

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

LOSS SETTLEMENT

Item 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.

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, 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.

Section III

THIRD PARTY LIABILITY

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

- 1 accidental bodily injury or illness to any person
- 2 accidental loss of or damage to property

occurring in direct connection with the performance of the contract insured by this policy and happening on or in the immediate vicinity of the Contract Site during the Period of Insurance.

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

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

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

EXCLUSIONS

The Insurers will not indemnify the Insured in respect of

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

SPECIAL CONDITION

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

**เอกสารแนบท้ายว่าด้วยการจำกัดจำนวนเงินความรับผิดสำหรับภัยจากน้ำท่วม
(Sub Limit for Risks from flood Endorsement)**

เอกสารแนบท้ายนี้ ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้

เป็นที่ตกลงว่ากรมธรรม์ประกันภัยนี้จะจำกัดจำนวนเงินความรับผิดสำหรับความเสียหายที่เกิดขึ้นเนื่องจากภัยน้ำท่วม

คำว่า “น้ำท่วม” ในเอกสารแนบท้ายนี้หมายถึง น้ำซึ่งไหลล้นหรือไหลออกจากทางน้ำปกติซึ่งจะเป็นทางน้ำธรรมชาติ หรือจะเป็นทางน้ำที่สร้างขึ้นก็ดี (ไม่รวมถึงรางน้ำบนหลังคา) หรือเกิดจากท่อน้ำสาธารณะแตก ทำให้เกิดการท่วมของน้ำจากภายนอกของอาคารที่เอาประกันภัยไว้ หรืออาคารที่เก็บทรัพย์สินที่เอาประกันภัยตามกรมธรรม์ประกันภัยฉบับนี้ รวมถึงน้ำท่วมอันเกิดจากลมพายุ น้ำป่า และโคลนถล่ม

ทั้งนี้ ไม่รวมถึงความเสียหายโดยตรงหรือโดยทางอ้อมอันเกิดจากคลื่นใต้น้ำ (Tidal Wave) หรือสึนามิ (Tsunami) แผ่นดินไหวหรือภูเขาไฟระเบิด

โดยมีเงื่อนไขดังนี้

- 1) การจำกัดความรับผิดสำหรับภัยนี้ จะไม่นำเงื่อนไขการประกันภัยทรัพย์สินต่ำกว่ามูลค่าที่แท้จริงมาใช้ในการพิจารณาคำนวณค่าสินไหมทดแทนในกรณีที่เกิดความเสียหายแก่ทรัพย์สินที่เอาประกันภัย
- 2) จำนวนเงินจำกัดความรับผิดสำหรับภัยนี้ ให้ถือเป็นจำนวนเงินสูงสุดในการจ่ายค่าสินไหมทดแทนที่บริษัทจะต้องรับผิดชอบตลอดระยะเวลาเอาประกันภัย ทั้งนี้เมื่อเกิดความเสียหายขึ้น และบริษัทได้ชดใช้ค่าสินไหมทดแทนเพื่อความเสียหายแล้ว จำนวนเงินความรับผิดสูงสุดดังกล่าวจะลดลงตามจำนวนเงินค่าสินไหมทดแทนที่บริษัทได้ชดใช้ไป
- 3) จำนวนเงินจำกัดความรับผิดสำหรับความเสียหายแต่ละครั้งและตลอดระยะเวลาเอาประกันภัยให้เป็นไปตามจำนวนเงินจำกัดความรับผิดที่ได้ระบุไว้ในตารางกรมธรรม์ประกันภัย หรือในเอกสารแนบท้ายหรือในเอกสารแสดงรายละเอียดการประกันภัย

ไม่ว่าในกรณีใด ความรับผิดของบริษัทภายใต้เอกสารแนบท้ายนี้ และภายใต้กรมธรรม์ประกันภัยฉบับนี้รวมกันแล้วจะไม่เกินจำนวนเงินเอาประกันภัยตามกรมธรรม์ประกันภัยฉบับนี้ ที่ได้ระบุไว้ในตารางกรมธรรม์ประกันภัย โดยผู้เอาประกันภัยจะต้องรับผิดชอบในความเสียหายส่วนแรกตามที่ระบุไว้ในตารางกรมธรรม์ประกันภัย หรือในเอกสารแนบท้าย หรือในเอกสารแสดงรายละเอียดการประกันภัย

ทั้งนี้ข้อตกลงภายใต้เอกสารแนบท้ายนี้ให้ใช้ย้อนกลับ เงื่อนไขทั่วไปและข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้บังคับตามเดิม เว้นแต่ได้มีการแก้ไข เปลี่ยนแปลง เพิ่มเติมไว้ตามเอกสารแนบท้ายนี้

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

SUB LIMIT FOR RISKS FROM FLOOD ENDORSEMENT

This endorsement is forming part of this policy.

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

The word "Flood" under this endorsement means water that overflows or flows from the normal way of natural or artificial water courses (but excluding water from the gutter of the roof) or from the broken public water pipeline causing the flood from the outside of the insured premises or premises containing the insured property under this policy which including flood caused by windstorm, forest flood and mudslide.

This endorsement does not cover direct or indirect loss or damage caused by flood from tidal wave or tsunami or flood arisen from earthquake or volcanic eruption.

This endorsement shall be subject to the terms and conditions as follows:-

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

In no case, shall the Company's liability under this endorsement and this policy in combination exceed the sum insured under this policy as stated in the policy schedule and the insured shall be liable for the deductible as stated in the policy schedule or in the endorsement or in the specification.

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

Remark : The English language used in this policy is merely a translation of Thai Version.

SPECIAL CLAUSES

1) ARCHITECTS', SURVEYORS' AND CONSULTANT ENGINEERS' FEES CLAUSE

It is hereby declared and agreed that the insurance by this Policy extends to include Architects', Surveyors' and Consultant Engineers' Fees (not exceeding those authorized under the Scales of the various institutions and/or Bodies regulating such charges prevailing at the time of the destruction of or damage) for Estimates, Plans, Specifications, Quantities, Tenders and Supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or by any other perils hereby insured against (but not such Fees for preparing a claim or estimate of loss) provided that the liability for such loss shall not exceed Baht - **See the Specification document attached** - any one occurrence and in the aggregate for the policy period.

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

2) AUTOMATIC EXTENSION OF CONTRACT PERIOD CLAUSE

It is hereby declared understood and agreed that Insurers shall automatically extend the period of Insurance under the Policy for - **See the Specification document attached** - months if there is any delay in completion of the contract, subject at addition premium and term to be agreed.

Such additional premium to be payable on commencement of the extension in period.

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

**3) AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE /
REINSTATEMENT OF SUM INSURED AFTER LOSS CLAUSE**

In consideration of the sum insured by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premiums on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

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

4) CAMP AND STORES CLAUSE

The Sum Insured under item 1 (section 1) of the schedule is deemed to include an amount not exceeding Baht - **See the Specification document attached** - any one occurrence and in aggregate during insurance period. in respect of site huts and their contents, labour camp, and stores owned by the insured and within the contract site.

5) CESSATION OF WORK 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 cessation of works and the Policy shall not be suspended in the event of stoppage of work on the construction site from any cause, **for a period not exceeding - See the Specification document attached - consecutive days.**

In the event of partial or total cessation of work, the Insured shall use diligence and do all things reasonably practicable to protect the Insured's property.

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

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

6) CLAIM PAYMENT ON ACCOUNT CONDITION CLAUSE

It is hereby declared and agreed that progress payments on account of any loss recoverable under this Policy shall be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an Interim payment/receipt by the Loss Adjuster (if appointed) provided that such payments are deducted from the finally agreed claim settlement figures.

All other terms and conditions remain unchanged.

7) CONSEQUENCE OF FAULTY DESIGN - DE 3 (1995)

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify
(a) Property insured which is in a defective condition due to a defect in design, plan, specification materials, or workmanship of such property insured or any part thereof
(b) Property insured lost or damaged to enable the replacement, repair or rectification of property insured excluded by (a) above

Limit : - See the Specification document attached -

Exclusion (a) above shall not apply to other property insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the policy and not merely this exclusion, the property insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the property insured or any part thereof.

8) CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

It is agreed and understood that the coverage under Section III Third Party liability (excluding the existing completed principal's property and cross liability endorsement) of this policy is extended to include consequential loss due to the physical damage directly caused by the performance of the contract insured by this Policy for which the Insured is legally liable, provided that the liability of the Insurers shall be subject to the limit and deductible stated below.

Limit of Indemnity: Baht - See the Specification document attached - any one loss and in the aggregate for the policy period.

Deductible: Baht - See the Specification document attached - each and every loss.

Provided that the limit of liability of under this memorandum/clause is inclusive in Third Party Liability Section.

9) CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE 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 or put into service if such loss or damage emanates from the construction of the items insured under the Material Damage Section and happens during the period of cover.

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

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

**10) COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD
CLAUSE**

It is hereby understood and agreed that the Coverage for Third Party Liability under Section III of the Policy shall be extended for maintenance period stated in "Extended Maintenance Period" Endorsement.

Provided that the Insurer shall only indemnify the Insured Contractor for Third Party Liability occurring in direct connection with the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

Maintenance Cover from: - **See the maintenance period specified in the Policy Schedule or Specification document attached -**

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

11) CROSS LIABILITY CLAUSE

1. Insurance Cover

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

provided always that

1.2 nothing in this clause shall be deemed to increase the Insurers' liability beyond the limits of indemnity stated in the Schedule

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

2. Exclusions of particular significance for this endorsement

The Insurers shall not be liable for:

2.1 any loss of or damage to property which is or could have been insured under the Material Damage Section of this Policy.

2.2 any loss of or damage to adjoining property which is owned by one of the Insured.

3. Period of Insurance

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

4. Limit of Liability & Additional Premium

4.1 The limit of Liability under this Endorsement is the amount entered in the Schedule under the Third Party Liability Section

4.2 The Additional Premium due is calculated with regard to exposure and sum insured and included in the Total Premium shown in the schedule.

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

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

12) CLEARANCE OF DEBRIS OR REMOVAL OF DEBRIS CLAUSE

It is hereby declared and agreed that the indemnity under Section I and II of this Policy extended to include the cost and expense necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the property insured destroyed or damaged by any peril hereby insured against not exceeding Baht - *See the Specification document attached* - any one accident and in aggregate during the policy period.

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

13) ERROR AND OMISSION CLAUSE

This insurance shall not be invalidated by the Insured having omitted to state any fact material to be known for estimating the risk or by any error in reporting values. In the event any error comes to the attention of the Insured, such fact shall be reported and premium adjusted in accordance with the revised values.

14) 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 - *See the Specification document attached* -% of the Sum Insured.

Upon completion of the Contract Works, the Insured shall furnish to the Insurer(s) 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 the policy as stated in the schedule 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 Insurer(s), 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.

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

15) EXPEDITING COST INCLUDING AIRFREIGHT CLAUSE

1. Insurance Cover

1.1 It is agreed and understood that the Insurer(s) will also indemnify the Insured in respect of extra charges for overtime work, night work, work on public holidays and airfreight.

provided always that

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

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

2. Period of Insurance

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

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

3. Sum Insured & Additional Premium

- 3.1 The indemnity of this special clause is limited to - ***See the Specification document attached*** -% of the repair costs in respect of any damage and the sum insured under this additional cover shall not exceed the total sum insured shown in the schedule.
- 3.2 The Additional Premium is calculated on the estimated total contract value and is included in the Total Premium shown in the Schedule.

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

16) EXTENDED MAINTENANCE PERIOD 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:
- 1.1.1 the Contractor(s) whilst at the contract site for the purpose of doing any work in order to comply with the maintenance obligations under the contract,
- 1.1.2 any act or omission of the Contractor(s) whilst at the contract site during the contract works period specified in the Schedule.

- 1.2 All terms, conditions, exclusions and endorsement 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 changes in such sum.

4. Excess

It is agreed that for each and every occurrence giving rise to a claim under this additional cover the Insured shall be responsible for the Deductible(s) identical to Deductible(s) as stated in Section I & II as specified in the policy.

Maintenance Cover from: - ***See the maintenance period specified in the Policy Schedule or Specification document attached*** -

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

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17) VIBRATION, REMOVAL OR WEAKENING OF SUPPORT CLAUSE (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, Third Party Liability Section (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 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 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,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall 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 indemnity: Baht - **See the Specification document attached** - any one occurrence and in aggregate

Deductible: - **See the Specification document attached** -% of loss or minimum Baht - **See the Specification document attached** - each and every loss per claimant/unit/building whichever is the higher

18) EXTINGUISHMENT AND MITIGATION EXPENSES CLAUSE

It is hereby declared and agreed that this Policy extends to cover all expenses necessarily and 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 or eventuality 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 special 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 unless otherwise specifically insured.

Limit : - See the Specification document attached -

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

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19) FIRE FIGHTING EXPENSES CLAUSE

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

this policy insured extends to include:-

- a) Wages of the Insured's employees engaged in fire fighting activities other than full time members of a Works Fire Brigade.
- b) The cost of replenishment of Fire Fighting Appliances and destruction of or damage to materials (including Insured's employees' clothing and personal effects) and the cost of replacing or repairing materials or equipment used in extinguishing a fire.
- c) All other costs and charges associated with the extinguishment or prevention of spread of fire or for providing temporary safety devices in consequence of damage or the threat of damage by fire or other perils hereby insured against.

Limit : - See the Specification document attached -

Provided always that the liability of the Company in respect of such wages and costs shall be limited to those necessarily and reasonably incurred in extinguishing fire at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

All other terms and conditions remain unchanged.

20) INLAND TRANSIT CLAUSE

It is noted and agreed that the coverage under this Policy shall include coverage of **the construction material insured under Material Damage Section** during the transit from any warehouses in the territorial limit of Thailand to the works site.

Provided that the said property is not covered by other policies and the liability of the Insurers under this Endorsement shall not exceed the limit stated below.

Transit Coverage: This insurance is against direct loss or damage to property in transit on land conveyance only caused by collision, upset, derailment and overturning of the conveyance or the conveyance being on fire or by fire.

Limit of Indemnity: Baht - See the Specification document attached - any one accident and Baht - See the Specification document attached - in the aggregate during the policy period.

Deductible: Baht - See the Specification document attached - each and every loss

This insurance attaches from the time of property leaves any warehouse for the commencement of the transit, continues during the ordinary course of transit and terminates at the work site declared in the policy.

The Insurers shall not be liable for any loss;

1. from theft unless there is an accident to the conveyance as defined in the first paragraph,
2. from depreciation, delay, deterioration, change of temperature, humidity, loss of market, nor from any other consequential or indirect loss of any kind.
3. from lawful seizure or other operation of law or arising from any breach of contract, agreement or obligation.

It is a condition of this insurance that the Insured shall act with reasonable dispatch in all circumstances within their control, provided also that the insured property is suitably packed and/or prepared for transit.

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21) 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 - **See the Specification document attached** - days of its occurrence.

All other terms and conditions remain unchanged.

22) NOMINATED ADJUSTER CLAUSE

It is hereby declared and agreed that in the event of any loss covers by this policy, the amount of such loss shall be adjusted subject to the terms and condition of the policy by any of the following firms of Adjusters:-

- See the Specification document attached -

All other terms and conditions remain unchanged.

23) OFF-SITE STORAGE CLAUSE

This Policy extends to cover loss of or damage to the insured construction material under the Material Damage Section whilst such property is temporarily stored at the Contractor's premises within Thailand pending delivery to the Contract Site.

Provided that the said property is not covered by other policies and the liability of the Insurer(s) under this extension shall not exceed the sum of Baht - **See the Specification document attached** - any one occurrence and in aggregate during policy period.

The Insurer(s) shall not be liable to pay the first Baht - **See the Specification document attached** - for each and every loss or damage to the property insured.

This special extension is subject to 24 hours of guards and securities in place.

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

24) SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS CLAUSE (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.

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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.

25) PLANS AND DOCUMENT 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 the Insured against the necessarily incurred costs of rewriting or re-drawing of plans and drawing or other contract documents lost, destroyed or damaged as a result of a peril insured.

Such indemnification shall however be limited to:

- a) the cost of labour and printing costs expended in such re-writing or redrawing including all necessary overtime working or research,
- b) a maximum amount payable of Baht - See the Specification document attached - any one accident and in aggregate during the policy period.

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

26) PREMIUM PAYMENT WARRANTY CLAUSE

The Insured undertakes that premium will be paid in full to Underwriters within - See the Specification document attached - days of inception of this policy (or, in respect of installment premiums or declaration premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the - See the Specification document attached - days from the inception of this policy (and, in respect of installment premiums or declaration premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give **not less than 15 days prior notice of cancellation** to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

27) PREVENTATIVE MEASURES

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, damage or liability caused directly or indirectly by precipitation, if adequate safety/preventive measures have been taken in designing and executing the project involved.

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28) PRINCIPALS EMPLOYEES REPRESENTATIVES BOTH CONCERNING AND NOT CONCERNING WITH THE PROJECT SHALL BE TREATED AS THIRD PARTY.

- PRINCIPALS EMPLOYEES & REPRESENTATIVES CLAUSE

The insurance under section III “third party liability” of the policy is extended to cover liability of the insured consequent upon

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 this policy.
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 Deductible as stated in the Third Party Liability Section under this policy.

- PRINCIPAL’S EMPLOYEES NOT CONCERNING WITH THE PROJECT CLAUSE

This insurance under Section III of this Policy is extended to include Principal’s Employees **who are not concerning with the Project and their personal property** as the Third Party.

Provided that such persons shall observe fulfill and be subject to terms, exceptions, limits, provision and conditions of this Policy insofar as they apply.

It is understood that this Policy does not cover Professional Liability.

A combined single Limit of Baht - **See the Specification document attached** - any one occurrence and in aggregate during the policy period.

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

29) PUBLIC AUTHORITIES CLAUSE

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

The insurance under this Policy extends to include such additional cost of reinstatement for the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with the building or other regulations under or framed in pursuance of any Government Act or by law any Municipal or Local Authority provided that:

1. The amount recoverable under this extension shall not include:
 - (a) The cost incurred in complying with any of the aforesaid regulations or by-laws:-
 - i) In respect of destruction or damage occurring prior to the granting of this extension.
 - ii) In respect of destruction or damage not insured by this Policy.
 - iii) Under which notice has been served upon the Insured prior to the happening of the destruction or damage.
 - iv) In respect of undamaged property or undamaged portions of property.
 - (b) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of property or by the owner thereof by reason of compliance with any of the aforesaid regulations or by-laws.

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- (c) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid regulations or by-laws not arisen.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow, and may be carried out wholly or partially upon another site (if the aforesaid regulations or by-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
 3. If the liability of the Company under any item of this Policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of the Policy, then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
 4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
 5. All the conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

All other terms and conditions remain unchanged.

30) SUDDEN AND ACCIDENTAL POLLUTION AND CONTAMINATION CLAUSE

Notwithstanding any provision in the Policy to which this Exclusion is attached, liability for injury loss or damage directly or indirectly caused by or arising out of pollutants is excluded from this policy, unless caused by an identifiable, unexpected and accidental release, including discharge, dispersal, seepage, migration and escape, and is detected and reported to the Company within 7 days. Liability arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way response to or assess the effects of pollutants is also excluded from this policy.

31) TEMPORARY SITE OFFICE AND OFFICE EQUIPMENT CLAUSE

Notwithstanding anything contained to the contrary, it is agreed and understood that the insurance under Material Damage Section(s) of this policy is extended to include temporary site office and office equipment contained therein, provided always that if the said insured property or any part thereof be destroyed or damaged by the insured perils at any time during the period of insurance stated in the Policy, the Insurers will be liable to make good or replace or pay to the Insured the actual value of loss or damage sustained at the time of the happening of loss or damage but not exceeding the limit specified in this Endorsement.

Limit of Indemnity: Baht - *See the Specification document attached* - any one loss and in the aggregate for the policy period.

Deductible: Baht - *See the Specification document attached* - each and every loss.

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

32) TEMPORARY ACCESS ROAD

It is agreed and understood that the coverage under this policy is extended to cover the construction of temporary access road to the construction site. Provided that the sum insured and scope of work is included or form part of the sum insured / contract value.

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33) TEMPORARY PROTECTION CLAUSE

This policy extends to cover costs and expenses incurred by or on behalf of any of the Insured anywhere within the Territorial Limits mentioned in the schedule in the purchasing and/or hiring and in the erection and dismantling of hoarding, barriers, fences and any other form of protection which the relevant Insured must provide in order to comply with the requirements of any Government Department Local Government or other Statutory Authority.

Provided that the indemnity afforded by this clause shall only apply where the requirement to provide protection as aforesaid occurs as a result of the operation of any peril or eventuality hereby insured against.

The Limit of Indemnity under this special clause shall in no case exceed - ***See the Specification document attached*** - any one accident and in aggregate during the policy period.

34) TEMPORARY REMOVAL CLAUSE

Subject to the following provisions, the property insured by this policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed elsewhere on the same or to any other premises than that stated in the policy. The amount recoverable under this extension shall not exceed Baht - ***See the Specification document attached*** - in respect of each items under this policy provided always that the insured shall inform the company within 7 days of such removal of the insured property.

All other terms and conditions remain unchanged.

35) UNDERGROUND CABLES, PIPES AND OTHER FACILITIES CLAUSE

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

- a) 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
- b) 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.

The Limit of Indemnity under this special clause shall in no case exceed Baht - *See the Specification document attached* - any one occurrence and in aggregate during the policy period.

It is agreed that for each and every occurrence giving rise to claim under this special clause the Insured shall be responsible for the first amount of Baht - *See the Specification document attached* - or - *See the Specification document attached* - % of claim, whichever is the greater.

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36) TOOL OF TRADE – PLANT CLAUSE

It is hereby declared and agreed that in respect of Section III Third Party Liability is extended to include cover for third party liability arising from the use of road registered mobile plant on the site as a tool of trade which is the property of the contractor or their sub-contractors but only in respect of such liability not insured under any other policy of insurance.

Limit : - See the Specification document attached -

Subject otherwise to all terms, exceptions and condition of this Policy.

37) WAIVER OF SUBROGATION CLAUSE

The Insurers agree to waive any rights and remedies and relief to which they may become entitled by subrogation against any corporation or organization (including their directors, officers, employees or servants) in which the Principal named in the Schedule of the Policy has an interest.

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

38) LOSS OCCURRENCE DEFINITION (SR460)

1. For the purposes of this General Conditions, an event shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the peril which directly occasions the losses or where there are several perils which, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

For example, as long as they are covered by this General Conditions, losses occasioned by the perils set out below at letters a) to f) shall constitute single events:

- a) storm due to an atmospheric disturbance usually so designated by a meteorological institute;
 - b) hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance,
 - c) earthquake, tsunami, volcanic eruption;
 - d) flood by one and the same instance of high water which may have more than one peak and which may occur in one or more bodies of water;
 - e) conflagration;
 - f) strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village.
2. If the number of events cannot be determined according to paragraph 1, the following hours clause is then applied. An event shall thus encompass continuous period of time starting with the occurrence of the reinsured's first individual loss and lasting
 - 24 hours for perils mentioned under 1(b)
 - 72 hours for perils mentioned under 1(a), (e) and (f)
 - 504 hours for perils mentioned under 1(d)
 - 168 hours for perils mentioned under 1(c) as well as those perils not referred to in paragraph 1 but covered by this General Conditions

In the case of differing perils which are not connected to each other by an unbroken chain of causation, the applicable number of hours corresponds to those of the peril which has caused the largest amount of damages.

3. In the case of more than one event, if it is impossible to allocate any losses, the reinsured shall allocate them to the event whose cause is most likely to have occasioned them.

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4. In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognized organization.

SPECIAL EXCLUSIONS

1) ASBESTOS EXCLUSION

It is hereby declared and agreed that the Insurers will not indemnify the Insured in respect of actual or alleged liability whatsoever for any claim in respect of loss directly or indirectly arising out of, resulting from or in consequence of the presence of asbestos or any materials containing asbestos in whatever form or quantity.

**2) เอกสารแนบท้ายว่าด้วยทรัพย์สินทางไซเบอร์และข้อมูล
(PROPERTY CYBER AND DATA ENDORSEMENT)**

1. ไม่ว่าจะได้มีการกำหนดไว้อย่างอื่นใดในกรมธรรม์ประกันภัยฉบับนี้ หรือเอกสารแนบท้ายใดก็ได้แนบไว้ให้กรมธรรม์ประกันภัยฉบับนี้ไม่คุ้มครองถึงกรณีใดดังต่อไปนี้
 - 1.1 ความเสียหายทางไซเบอร์ เว้นแต่จะได้เป็นไปตามข้อกำหนดในข้อ 2
 - 1.2 ความสูญเสีย ความเสียหาย ความรับผิดชอบ การเรียกร้องค่าสินไหมทดแทน ค่าใช้จ่าย ค่าธรรมเนียม ไม่ว่าจะมีลักษณะใดก็ตามทั้งโดยตรง หรือโดยทางอ้อม อันมีสาเหตุมาจาก มีส่วนมาจาก เป็นผลมาจาก เกิดขึ้นเนื่องมาจาก หรือ เกี่ยวเนื่องกับ กรณีการขาดประโยชน์ในการใช้งาน การลดลงของประสิทธิภาพในการทำงาน การซ่อมแซม การเปลี่ยนทดแทน การทำให้กลับคืนสู่สภาพดั้งเดิม หรือ การจัดทำขึ้นมาใหม่ของข้อมูลใด ๆ รวมถึงจำนวนเงินใด ๆ ที่เกี่ยวกับมูลค่าของข้อมูลดังกล่าวด้วยเว้นแต่จะได้เป็นไปตามข้อกำหนดในข้อ 3

ทั้งนี้ โดยไม่คำนึงว่า จะได้มีสาเหตุ หรือเหตุการณ์อื่นใดเข้ามาเกี่ยวข้องในเวลาเดียวกัน หรือในลำดับเวลาอื่นใดก็ตาม

2. โดยให้เป็นไปตามข้อบังคับ เงื่อนไข ข้อจำกัด และข้อยกเว้นต่าง ๆ ของกรมธรรม์ประกันภัยฉบับนี้ หรือเอกสารแนบท้ายอื่นใด กรมธรรม์ประกันภัยฉบับนี้ให้ความคุ้มครองถึงความสูญเสียทางกายภาพ หรือความเสียหายทางกายภาพต่อทรัพย์สินที่ได้เอาประกันภัยไว้ภายใต้กรมธรรม์ประกันภัยฉบับนี้ อันมีสาเหตุมาจาก ไฟไหม้ หรือการระเบิดที่ติดตามมาใด ๆ ซึ่งเป็นผลโดยตรงมาจากภัยคุกคามทางไซเบอร์ เว้นแต่ภัยคุกคามทางไซเบอร์นั้นมีสาเหตุมาจาก มีส่วนมาจาก เป็นผลมาจาก เกิดขึ้นเนื่องมาจาก หรือเกี่ยวเนื่องกับการกระทำทางไซเบอร์ รวมถึงการลงมือดำเนินการใด ๆ เพื่อควบคุม ป้องกัน ปรามปราม หรือแก้ไขต่อการกระทำทางไซเบอร์ใด
3. โดยให้เป็นไปตามข้อบังคับ เงื่อนไข ข้อจำกัด และข้อยกเว้นต่าง ๆ ของกรมธรรม์ประกันภัยฉบับนี้ หรือเอกสารแนบท้ายอื่นใด หากปรากฏว่า สื่อการประมวลผลข้อมูลของผู้เอาประกันภัย หรือที่ผู้เอาประกันภัยใช้งานอยู่ได้รับความสูญเสียทางกายภาพ หรือความเสียหายทางกายภาพที่คุ้มครองตามกรมธรรม์ประกันภัยฉบับนี้ ก็ให้กรมธรรม์ประกันภัยฉบับนี้คุ้มครองถึงค่าใช้จ่ายในการซ่อมแซม หรือการเปลี่ยนทดแทนสื่อการประมวลผลข้อมูลนั้นเอง บวกด้วยค่าใช้จ่ายในการคัดลอกข้อมูลนั้นจากหน่วยเก็บสำรอง หรือจากต้นฉบับที่มีอยู่แต่เดิม โดยที่ค่าใช้จ่ายเหล่านี้จะไม่ได้รวมถึงค่าใช้จ่ายทางด้านการวิจัยและทางด้านวิศวกรรม ตลอดจนค่าใช้จ่ายใดเพื่อการจัดทำขึ้นมาใหม่ การเก็บรวบรวม หรือการจัดรวมข้อมูลนั้นด้วย ถ้าสื่อดังกล่าวมิได้ถูกซ่อมแซม เปลี่ยนทดแทน หรือทำให้กลับคืนสู่สภาพดั้งเดิม ให้ใช้หลักเกณฑ์การประเมินราคาตามราคาสื่อการประมวลผลข้อมูลที่วางเปล่า อย่างไรก็ตาม กรมธรรม์

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ประกันภัยฉบับนี้มีได้คุ้มครองถึงจำนวนเงินใดที่เกี่ยวข้องกับมูลค่าของข้อมูลดังกล่าวซึ่งมีแก่ผู้เอาประกันภัย หรือบุคคลอื่นใดด้วย ถึงแม้ว่า ข้อมูลดังกล่าวนั้นจะไม่สามารถจัดทำขึ้นมาใหม่ เก็บรวบรวม หรือจัดรวมได้อีกแล้วก็ตาม

4. ในกรณีที่ปรากฏว่า ส่วนใดของเอกสารแนบท้ายนี้ใช้การไม่ได้ หรือปราศจากผลใช้บังคับ ก็ให้ส่วนที่เหลืออยู่นั้นคงยังมีผลใช้บังคับอย่างสมบูรณ์เช่นเดิมต่อ
5. เอกสารแนบท้ายนี้ถือเป็นเงื่อนไขสูงสุด มีผลบังคับใช้เหนือกว่าเงื่อนไขอื่นๆ และหากปรากฏมีข้อขัดแย้งกับถ้อยคำอื่นใดในกรมธรรม์ประกันภัย หรือในเอกสารแนบท้ายอื่นใด อันเกี่ยวกับความเสียหายทางไซเบอร์ ข้อมูล หรือสื่อการประมวลผลข้อมูลแล้ว ก็ให้มีผลใช้บังคับทดแทนถ้อยคำนั้น

คำจำกัดความ

6. ความเสียหายทางไซเบอร์ หมายความว่า ความสูญเสี ความเสียหาย ความรับผิดชอบ การเรียกร้องค่าสินไหมทดแทน ค่าใช้จ่าย หรือค่าธรรมเนียม ไม่ว่าจะมิลักษณะใดก็ตาม ทั้งโดยตรงหรือโดยทางอ้อม อันมีสาเหตุมาจาก มีส่วนมาจาก เป็นผลมาจาก เกิดขึ้นเนื่องมาจาก หรือเกี่ยวเนื่องกับ การกระทำความทางไซเบอร์ หรือภัยคุกคามทางไซเบอร์ รวมถึง แต่ไม่จำกัดอยู่เพียงการลงมือดำเนินการใด ๆ เพื่อควบคุม ป้องกัน ปรามปราม หรือแก้ไขต่อการกระทำทางไซเบอร์ หรือภัยคุกคามทางไซเบอร์ใด
7. กระทำทางไซเบอร์ หมายความว่า การกระทำโดยไม่ได้รับอนุญาต โดยเจตนาร้าย หรือโดยผิดกฎหมายอาญา หรือที่ต่อเนื่องกันจากการกระทำโดยไม่ได้รับอนุญาต โดยเจตนาร้าย หรือโดยผิดกฎหมายอาญานั้น โดยไม่คำนึงถึงเวลา กับสถานที่ซึ่งได้กระทำการเหล่านั้น หรือกระทำการข่มขู่ หรือการหลอกลวงเช่นนั้น อันเกี่ยวข้องกับการเข้าถึง การประมวลผล การใช้งาน หรือการดำเนินการของระบบคอมพิวเตอร์ใด ๆ
8. ภัยคุกคามทางไซเบอร์ หมายความว่า
 - 8.1 การกระทำผิดพลาด หรือการละเว้นกระทำการ หรือที่ต่อเนื่องกันจากการกระทำผิดพลาด หรือการละเว้นกระทำการนั้น อันเกี่ยวข้องกับการเข้าถึง การประมวลผล การใช้งาน หรือการดำเนินการของระบบคอมพิวเตอร์ใด ๆ หรือ
 - 8.2 ความไม่พร้อมใช้งาน หรือการไม่ทำงานบางส่วน หรือทั้งหมด หรือที่ต่อเนื่องกันจากความไม่พร้อมใช้งาน หรือการไม่ทำงานบางส่วน หรือทั้งหมดนั้น ในการเข้าถึง การประมวลผลการใช้งาน หรือ การดำเนินการของระบบคอมพิวเตอร์ใด ๆ
9. ระบบคอมพิวเตอร์ หมายความว่า
 - 9.1 เครื่องคอมพิวเตอร์ ฮาร์ดแวร์ ซอฟต์แวร์ ระบบการติดต่อสื่อสาร เครื่องมืออิเล็กทรอนิกส์ (รวมถึง แต่ไม่จำกัดอยู่เพียงสมาร์ทโฟน แล็ปท็อปคอมพิวเตอร์ แท็บเล็ต คอมพิวเตอร์ อุปกรณ์สวมใส่ติดตัว) เครื่องบริการ (server) การประมวลผลระบบคลาวด์ (cloud) หรืออุปกรณ์ควบคุมขนาดเล็ก (microcontroller) ใด ๆ รวมถึงระบบอื่นใดที่คล้ายคลึงกัน หรือการกำหนดคุณสมบัติใด ๆ ของสิ่งที่กล่าวมาแล้ว ตลอดจนรวมถึง อุปกรณ์รับส่งข้อมูล อุปกรณ์เก็บรักษาข้อมูล อุปกรณ์เครือข่าย หรือหน่วยสำรองข้อมูลที่เกี่ยวข้องใด ๆ อีกด้วย

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ซึ่งผู้เอาประกันภัย หรือบุคคลอื่นใดเป็นเจ้าของ หรือผู้ใช้งานอยู่

10. ข้อมูล หมายความว่าถึง ข้อมูล ข้อความจริง แนวคิด รหัส หรือข่าวสารอื่นใดทุกชนิดที่ถูกจัดเก็บ หรือถูกส่งผ่านในรูปแบบ เพื่อใช้งาน เข้าถึง ประมวลผล ส่งผ่าน หรือจัดเก็บไว้ด้วยระบบ คอมพิวเตอร์
11. สื่อการประมวลผลข้อมูล หมายความว่าถึง ทรัพย์สินใดที่ได้เอาประกันภัยไว้ตามกรมธรรม์ ประกันภัยฉบับนี้ซึ่งสามารถนำข้อมูลไปจัดเก็บเอาไว้ได้ แต่มิได้หมายรวมไปถึงตัวข้อมูล นั้นเองแต่ประการใด

- PROPERTY CYBER AND DATA ENDORSEMENT - LMA5400

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

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- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:
- 9.1 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,
- owned or operated by the Insured or any other party.
- 10 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.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

3) ELECTRONIC DATA AND INTERNET ENDORSEMENT

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

the Company 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, Lighting, 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 and conditions remain unchanged.

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4) FULL NUCLEAR EXCLUSION

This policy shall not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any sequence of the loss.

5) POLITICAL RISKS EXCLUSION

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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism

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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the the public, in fear; or

- (3) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (4) radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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 (1) (2) (3) and/or (4) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

6) SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement forms part of this policy.

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

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

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

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

หมายเหตุ เอกสารนี้ถือเป็นคำแปลเท่านั้น

Remark The English language used in this policy is merely a translation of Thai Version

7) SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION

This insurance does not cover any liability for :-

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

8) WAR AND TERRORISM EXCLUSION

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

this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- (2) any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the used 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 (1) and (2) above

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

All other terms and conditions remain unchanged.

Remark The English language used in this policy is merely A translation of Thai Version

9) COMMUNICABLE DISEASE ENDORSEMENT

เอกสารแนบท้ายว่าด้วยข้อยกเว้นภัยโรคติดต่อ

เอกสารแนบท้ายนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้

เป็นที่ตกลงกันว่า การประกันภัยตามกรมธรรม์ประกันภัยนี้ ไม่คุ้มครองความสูญเสียหรือความเสียหายทางกายภาพโดยตรงกับทรัพย์สินที่เอาประกันภัย การเรียกร้องค่าสินไหมทดแทน ต้นทุน ค่าใช้จ่าย หรือจำนวนเงินอื่นใด ที่เกิดจาก เนื่องมาจาก เกิดขึ้นพร้อมกัน หรือเป็นผลสืบเนื่องใด ๆ ทั้ง โดยตรงหรือโดยอ้อมจากโรคติดต่อ หรือความหวั่นเกรง หรือภาวะคุกคาม (ไม่ว่าจะเกิดขึ้นจริงหรือเป็นไปตามความเข้าใจก็ตาม) ของโรคติดต่อนั้น

ภายใต้เอกสารแนบท้ายนี้

๑. ความสูญเสียหรือความเสียหายทางกายภาพโดยตรงกับทรัพย์สินที่เอาประกันภัยการเรียกร้องค่าสินไหมทดแทน ต้นทุน ค่าใช้จ่าย หรือจำนวนเงินอื่นใด ให้หมายรวมถึงแต่ไม่จำกัดเพียง ค่าใช้จ่ายใด ๆ ในการทำความสะอาด การขจัดเชื้อ การกำจัด การเฝ้าระวัง หรือการทดสอบ โรคติดต่อ หรือทรัพย์สินใด ๆ ที่เอาประกันภัยไว้ภายใต้กรมธรรม์ประกันภัยนี้ที่ได้รับผลกระทบจากโรคติดตอดังกล่าว

๒. คำว่า โรคติดต่อ หมายถึงโรคใด ๆ ที่สามารถแพร่เชื้อได้โดยทางสสาร หรือพาหะใด ๆ จากสิ่งมีชีวิตใดไปยังสิ่งมีชีวิตอื่น โดยที่

๒.๑ สสารหรือพาหะ ให้หมายรวมถึงแต่ไม่จำกัดเพียง ไวรัส แบคทีเรีย ปรสิต หรือสิ่งมีชีวิตอื่น ๆ หรือการเปลี่ยนแปลงใด ๆ ของสิ่งเหล่านั้น ไม่ว่าถือว่ายังมีชีวิตอยู่หรือไม่ก็ตาม และ

๒.๒ วิธีการแพร่เชื้อไม่ว่าจะโดยตรงหรือโดยอ้อม ให้หมายรวมถึงแต่ไม่จำกัดเพียงการแพร่กระจายไปในอากาศ การแพร่เชื้อจากของเหลวในร่างกาย การแพร่เชื้อจากหรือสู่พื้นผิวหรือวัตถุใด ๆ ที่เป็นของแข็ง ของเหลว หรือก๊าซ หรือระหว่างสิ่งมีชีวิต และ

๒.๓ โรค สสาร หรือพาหะสามารถก่อให้เกิดหรือคุกคามความเสียหายต่อสุขภาพของมนุษย์ หรือสวัสดิภาพของมนุษย์ หรือสามารถก่อให้เกิดหรือคุกคามความเสียหาย การเสื่อมสภาพ การสูญเสียมูลค่าการสูญเสียความสามารถทางการตลาด หรือการขาดการใช้ประโยชน์ทรัพย์สินที่เอาประกันภัยไว้

ข้อตกลงภายใต้เอกสารแนบท้ายนี้ ให้ใช้ข้อยกเว้น เงื่อนไขทั่วไปและข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้บังคับตามเดิม เว้นแต่ได้มีการแก้ไข เปลี่ยนแปลง เพิ่มเติมไว้ตามเอกสารแนบท้ายนี้

ทั้งนี้ ข้อความตามเอกสารแนบท้ายนี้ไม่ใช่บังคับกับกรมธรรม์ประกันภัยหรือเอกสารแนบท้ายนี้ให้ความคุ้มครองภัยจากโรคติดต่อ

Communicable Disease Endorsement

This endorsement shall be deemed part of this policy.

Notwithstanding any provision to the contrary within this policy, this policy does not covers losses attributable to direct physical loss or physical damage to property insured, 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.

As used herein

1. Losses attributable to direct physical loss or physical damage to property insured, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove,

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monitor or test for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.

2. A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1 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

2.2 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

2.3 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.

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

However, this endorsement does not apply to the policy or endorsement that grants a communicable disease coverage.

Remark : The English language used in this policy is merely a translation of Thai Version.

เอกสารแนบท้ายว่าด้วยข้อยกเว้นภัยโรคติดต่อ

เอกสารแนบท้ายนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้

เป็นที่ตกลงกันว่า การประกันภัยตามกรมธรรม์ประกันภัยนี้ ไม่คุ้มครองความสูญเสีย ความรับผิดชอบ ความเสียหาย ค่าชดเชย การบาดเจ็บ การเจ็บป่วย โรค การเสียชีวิต ค่ารักษาพยาบาล ค่าใช้จ่ายในการต่อสู้คดี ต้นทุน ค่าใช้จ่าย หรือจำนวนเงินอื่นใด ที่เกิดขึ้นจริงหรือกล่าวอ้างว่าเกิดขึ้น ไม่ว่าจะมีส่วนหรือทั้งหมดที่เกิดขึ้นพร้อมกัน ผลสืบเนื่องใดๆ เริ่มจาก มีสาเหตุจาก เกิดจาก มีส่วนร่วมมาจาก เป็นผลจาก หรือเกี่ยวข้องทั้งโดยตรงหรือโดยอ้อมกับโรคติดต่อ หรือความหวั่นเกรง หรือภาวะคุกคาม (ไม่ว่าจะเกิดขึ้นจริงหรือเป็นไปตามความเข้าใจ ก็ตาม) ของโรคติดต่อนั้น

ภายใต้เอกสารแนบท้ายนี้

๑. ความสูญเสีย ความรับผิดชอบ ความเสียหาย ค่าชดเชย การบาดเจ็บ การเจ็บป่วย โรค การเสียชีวิต ค่ารักษาพยาบาล ค่าใช้จ่ายในการต่อสู้คดี ค่าใช้จ่าย หรือจำนวนเงินอื่นใด ให้หมายรวมถึงแต่ไม่จำกัดเพียง ค่าใช้จ่ายใด ๆ ในการทำความสะอาด การฆ่าเชื้อ การกำจัด การเฝ้าตรวจสอบ หรือการทดสอบสำหรับโรคติดต่อ

๒. คำว่า โรคติดต่อ หมายถึง โรคใด ๆ ที่สามารถแพร่เชื้อได้โดยทางสาร หรือพาหะใด ๆ จากสิ่งมีชีวิตใดไปยังสิ่งมีชีวิตอื่น ซึ่งหน่วยงานภาครัฐหรือองค์การอนามัยโลกประกาศให้เป็นโรคติดต่อโดยที่

๒.๑ สารหรือพาหะ ให้หมายรวมถึงแต่ไม่จำกัดเพียง ไวรัส แบคทีเรีย ปรสิตร หรือสิ่งมีชีวิตอื่น ๆ หรือการเปลี่ยนแปลงใด ๆ ของสิ่งเหล่านั้น ไม่ว่าถือว่ายังมีชีวิตอยู่หรือไม่ก็ตาม และ

๒.๒ วิธีการแพร่เชื้อไม่ว่าจะ โดยตรงหรือโดยอ้อม ให้หมายรวมถึงแต่ไม่จำกัดเพียงการแพร่กระจายไปในอากาศ การแพร่เชื้อจากของเหลวในร่างกาย การแพร่เชื้อจากหรือสู่พื้นผิวหรือวัตถุใด ๆ ที่เป็นของแข็ง ของเหลว หรือก๊าซ หรือระหว่างสิ่งมีชีวิต และ

๒.๓ โรค สาร หรือพาหะสามารถก่อให้เกิดหรือคุกคามต่อการบาดเจ็บทางกาย การเจ็บป่วย การทุกข์ทรมานทางด้านจิตใจ ความเสียหายต่อสุขภาพของมนุษย์ สวัสดิภาพของมนุษย์ หรือความเสียหายต่อทรัพย์สิน

ข้อตกลงภายใต้เอกสารแนบท้ายนี้ ให้ใช้ข้อยกเว้น เงื่อนไขทั่วไปและข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้บังคับตามเดิม เว้นแต่ได้มีการแก้ไข เปลี่ยนแปลง เพิ่มเติมไว้ตามเอกสารแนบท้ายนี้

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ทั้งนี้ ข้อความตามเอกสารแนบท้ายนี้ ไม่ใช่บังคับกับกรมธรรม์ประกันภัยหรือเอกสารแนบท้ายที่ให้ความคุ้มครองภัยจากโรคติดต่อ

Communicable Disease Exclusion Endorsement

This endorsement shall be deemed part of this Policy.

It is agreed that 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.

As used herein,

1. 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.

2. "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism that government agency or World Health Organization (WHO) announce to be a Communicable Disease where:

2.1 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

2.2 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

2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

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

Provided that the wording as used herein shall not apply to the insurance policies or endorsements that cover "Communicable Disease"

Remark : The English language used in this policy is merely a translation of Thai Version.

WARRANTY

1) SPECIAL CONDITIONS CONCERNING FIRE FIGHTING FACILITIES AND SAFETY ON CONSTRUCTION (MR 112)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times. Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;
2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;
3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;
4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
5. a “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as but not limited to
 - grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen,

or any other heat-producing operation.

“Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any “hot work” is examined one hour after the work has finished;

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls. All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;
7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor’s personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

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

8. the site is fenced off and access controlled.

ATTACHING TO AND FORMING PART OF POLICY NO. 001-ECAR24-000216

2) HOT WORK PERMIT WARRANTY

A “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as but not limited to

- grinding, cutting or welding operations,
- use of blow lamps and torches,
- application of hot bitumen,

or any other heat producing operation. “Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot work” is examined one hour after the work has finished.

It is further warranted that

- 1) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.
- 2) If work is to be carried out overhead then the area beneath shall be similarly cleared and combustible materials removed.

3) SAFETY NET WARRANTY / WARNING SIGN SHOULD BE INSTALLED.

Warranted that in respect of the superstructure the contractor shall use protective shrouds or netting together with angled mesh protection to prevent construction materials and other articles falling on to third party properties adjoining the site.

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

4) SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION (MR110)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured’s not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

**5) เงื่อนไขพิเศษว่าด้วยการป้องกันบุคคลภายนอก ผู้ไม่มีส่วนเกี่ยวข้องเข้าไปในสถานที่ก่อสร้าง
(PREVENTION OF UNAUTHORIZED THIRD PARTY'S ACCESS TO THE
CONSTRUCTION SITE CLAUSE)**

ผู้เอาประกันภัยจะต้องมีมาตรการในการป้องกันมิให้บุคคลภายนอก ผู้ไม่มีส่วนเกี่ยวข้องเข้าไปในสถานที่ก่อสร้างตามความสมควร ดังนี้

1. จัดให้มีรั้วที่สามารถป้องกันการเล็ดลอด เข้า-ออก สถานที่ล้อมรอบบริเวณสถานที่ก่อสร้าง โดยมีประตู เข้า-ออกทางเดียวที่มีสิ่งกีดขวางกันทางเข้าออกนั้น

2. จัดหาพนักงานรักษาความปลอดภัย หรือเจ้าหน้าที่ประจำประตูเข้า-ออก คอยตรวจสอบเอกสาร หรือใบอนุญาตเข้า-ออกของผู้ที่จะเข้าไปในสถานที่ก่อสร้างบริเวณประตูทางเข้า-ออก และตรวจสอบยานพาหนะที่จะออกจากสถานที่ก่อสร้าง