

ภาคผนวก ค - 3

ตารางกรมธรรม์ประกันภัย





บริษัท คิง เว ประกันภัย จำกัด (มหาชน)
เลขที่ 43 อาคารไทย ซีซี ทาวเวอร์ ชั้น 33
ถนนสาทรใต้ แขวงยานนาวา เขตสาทร กรุงเทพมหานคร 10120
โทรศัพท์: (662) 624 1000 โทรสาร (662) 238 0836
King Wai Insurance Public Company Limited
No 43 Thai CC Tower, 33rd Floor, South Sathorn Road,
Yannawa, Sathorn Bangkok 10120
TEL: (662) 624 1000 Fax (662) 238 0836
เลขประจำตัวผู้เสียภาษี Tax Registration No. 0 1075 56000 01 9
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กรมธรรม์ประกันภัยการเสี่ยงภัยทุกชนิด
สำหรับผู้รับเหมาตามสัญญา
CONTRACTOR ALL RISKS INSURANCE
POLICY SCHEDULE
กรมธรรม์ประกันภัย
New Business

ตารางกรมธรรม์ประกันภัย
POLICY SCHEDULE

Page 1 of 1

กรมธรรม์ประกันภัยเลขที่
POLICY NUMBER

ชื่อผู้เอาประกันภัย
The Insured

39 Suites Co., Ltd. as The Principal and/or the Main Contractors and/or Subcontractors

Coverage and Sum Insured		Sum Insured (Baht)
Section I: Building and Civil Engineering works		
1	10 Contract Works (Permanent and Temporary Works, Including all Materials to be incorporated therein)	250,000,000.00
	11 Materials or items supplied by the Principal	
2	Construction Equipment Principal's Existing Property	As per attached
3	Construction Machinery and stationary plant	-
4	Clearance of Debris (Limit of Indemnity)	As per attached
5	Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the insurers in the reinstatement or replacement of the property insured by the Items 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against	As per attached
Total Sum Insured		250,000,000.00

Excesses

1	Contract Works, Construction Equipment In respect of each and every occurrence for loss or damage arising out of	
	10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage	The First As per attached
	11 any other clause	The First As per attached
2	Construction Machinery In respect of each and every occurrence for loss or damage arising out of	
	20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage	The First -
	21 any other clause	The First -

Section II: Machinery Erection

1	Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection	Included in Section 1
2	Erection Machinery and Tools	
3	Clearance of Debris	
Total Sum Insured		

Excesses

1	Property to be erected: in respect of each and every occurrence	
	10 during erection	The First
	11 during testing	
2	Erection Machinery and Tools: in respect of each and every occurrence for loss or damage arising out of any cause	The First

Section III: Third Party Liability

1	Limit of indemnity in respect of any one accident or series of accidents arising out of one event	
	10 for bodily injury	Bht.50,000,000.00 any one occurrence and in aggregate
	11 for property damage	
2	Total Limit of indemnity under this Policy	

Excesses In respect of each and occurrence for

	10 for bodily injury/death	The First -
	11 loss of or damage to property	The First As per attached

Period of Insurance

Section I	25/01/2022 - 25/01/2024	Plus 24 month(s) maintenance
Section II	25/01/2022 - 25/01/2024	Plus 24 month(s) maintenance
Section III	25/01/2022 - 25/01/2024	Plus 24 month(s) maintenance

เบี้ยประกันภัย Premium Due 412,500.00 บาท (Baht) เบี้ยประกันภัยรวม Total Premium 443,140.50 บาท (Baht)

อากรแสตมป์ Stamp Duty 1,650.00 บาท (Baht)

ภาษีมูลค่าเพิ่ม VAT 28,990.50 บาท (Baht)

ชำระอากรแล้ว
Stamp Duty Paid

วันทำสัญญาประกันภัย Agreement made on 19/01/2022 วันออกกรมธรรม์ประกันภัย Policy issued on 19/01/2022

เพื่อเป็นหลักฐาน บริษัท โดยบุคคลผู้มีอำนาจกระทำการแทนบริษัทได้ลงลายมือชื่อและประทับตราของบริษัทไว้เป็นสำคัญ ณ สำนักงานของบริษัท
As evidence, the Company has caused this policy to be signed by duly authorized persons and the Company's stamp to be affixed at this office

กรรมการ - Director



บริษัท คิง วัย ประกันภัย สาธารณะ (มหาชน)
เลขที่ 43 อาคารไทย ซิตี้ ทาวเวอร์ ชั้น 33 ถนนสาทรใต้ แขวง เสาชิงช้า เขต ยานนาวา กรุงเทพมหานคร 10120
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www.kwii.com

Policy No. 2022-CR000933-CAR/00/000

CONTRACT WORKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to the **King Wai 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 the 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 the Policy and the expression "this Policy" whenever 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, whenever it may appear

GENERAL CONDITIONS

- 1 The Insured at his own expense shall take all reasonable precautions to prevent loss, damage or liability and to comply with sound engineering practice, statutory requirements and manufacturers' recommendations designed to ensure the safe working of plant and equipment. The Insured shall also maintain in efficient condition all contract works, construction plant, equipment and construction or erection machinery insured by this Policy.
- 2 The Insured shall immediately notify the Insurers in writing of any material change in the risk insured hereunder; in such case continuance of the insurance shall be subject to terms and conditions to be agreed.
- 3 Representatives of the Insurers shall at any reasonable time have access to the site or premises and to all pertinent data, documents, drawings, etc. and shall have the right to inspect any property insured.
- 4 In the event of any occurrence which might give rise to a claim under the Policy, the Insured shall :
 - 40 immediately notify the Insurers by telephone or telegram as well as in writing and supply all such particulars and proofs of claim as may be required by the Insurers;
 - 41 take all steps within his power to minimise the extent of the loss or damage;
 - 42 preserve the damaged property and make it available for inspection by a representative or surveyor of the Insurers
 - 43 inform the police authorities in case of loss or damage due to theft or burglary;
 - 44 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 All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
- 7 In the event of
 - 70 material change in the risk;
 - 71 the termination of the Contract by the Principal,
 - 72 Withdrawal from the Contract by any main Contractor;
 - 73 stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding one calendar month;this policy shall be avoided unless its continuance be admitted by endorsement signed by and on behalf of the Insurers.
- 8 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

GENERAL 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 Wilful act or wilful negligence of any director, manager or responsible site official of the Insured.
- 4 Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
- 5 Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6 Loss, damage or liability directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, or malicious persons acting on behalf of or in connection with any political organisation, confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority.

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



ATTACHING TO AND FORMING A PART OF POLICY NO. 2022-CR000933-CAR/00/000

INSURED	39 Suites Co., Ltd. as The Principal and/or the Main Contractors and/or Subcontractors
INSURED ADDRESS (TAX INVOICE)	39 Soi Sukhumvit 33 (Daeng Udom) Sukhumvit Road, Kwaeng Klongton Nua, Khet Wattana, Bangkok 10110 TAX ID NO. 0105543106890
PERIOD OF INSURANCE	From 25 January 2022 To 25 January 2024 Including Testing & Commissioning <u>Plus 24 Months Maintenance Period</u>
PROJECT TITLE	39 Luxury Suites
LOCATION OF RISK	120/1 Soi Sukhumvit 33 (Daeng Udom) Sukhumvit Road, Kwaeng Klongton Nua, Khet Wattana, Bangkok and such areas in the vicinity to be used by Contractors and Other Parties for Activities related to the Project
SCOPE OF WORK	Construction of 9-Storey Condominium Building with 3 Basement Parking Floors, and Related Facilities including, Piling works, underground works, earthworks, cutting & filling works, all exterior & interior works, infrastructure works, structure works, landscaping & fence, civil works, mechanical, electrical and communication system, sanitary and plumbing system, Swimming Pool, fire protection system, air conditioning and ventilation system, all utilities and facilities, all work and activities in connection with the design, engineering, architectural, interior & exterior works, furnishing and decoration, signage, landscape, testing, commissioning and other works related with original contract between the Principal and the Contractors and Subcontractors
COVERAGE	<u>SECTION 1 BUILDING AND CIVIL ENGINEERING WORKS</u> <u>SECTION 2 MACHINERY ERECTION</u> The Insurer(s) will indemnify the Insured, subject to the terms, exceptions and conditions contained herein, against sudden and accidental physical loss of or sudden and accidental physical damage to any of the Property Insured described in the schedule, occurring during the period of insurance, and which is due to any cause whatsoever other than those excluded, while such property is at the Construction Site and used or to be used in connection with the Contract. Sub-limit of THB 70,000,000.- any one occurrence and in aggregate in respect of loss or damage by Flood.



SECTION 3 THIRD PARTY LIABILITY

The Insurer(s) will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of injury and/or damage occurring during the Construction Period as a result of an occurrence at the Site Location in connection with the Insured Project.

PROPERTY INSURED & SUM INSURED (THB)

SECTION 1 BUILDING AND CIVIL ENGINEERING WORKS **SECTION 2 MACHINERY ERECTION**

Contract Works (permanent or temporary works, supplies equipment and material incorporated or for incorporation therein and everything connected therewith Materials or items supplied by the Principal **250,000,000.-**

Existing Property located on or immediately adjacent to the site and belonging to or held in care, custody or control by the Principal(s) or the Contractor(s) -

Total 250,000,000.-

SECTION 3 THIRD PARTY LIABILITY

To indemnify the Insured for legal liability arising out of the death of or bodily injury to persons and/or loss of or damage to property occurring during the period of insurance arising out of or in connection with or execution of the Insured Project.

THB 50,000,000.- any one accident or occurrence and/or series of accidents or occurrence and in aggregate during the period of insurance.

TOTAL SUM INSURED

THB 250,000,000.-

DEDUCTIBLE (THB) EACH AND EVERY LOSS

SECTION 1 BUILDING AND CIVIL ENGINEERING WORKS **SECTION 2 MACHINERY ERECTION**

- | | |
|---------------------------------------|---------------|
| 1. Flood, Earthquake, Windstorm, Hail | THB 100,000.- |
| 2. Subsidence, Landslide, Collapse | THB 150,000.- |
| 3. Other Causes | THB 75,000.- |

SECTION 3 THIRD PARTY LIABILITY

- | | |
|---|--|
| 1. Property Damage | THB 40,000.- per Claimant |
| 2. Bodily Injury | Nil |
| 3. Vibration Removal Weakening of Support | 10% of Loss or Minimum
THB 150,000.- for each and
every loss |



CLAUSES & CONDITIONS

APPLICABLE TO SECTION 1 BUILDING AND CIVIL ENGINEERING WORKS **SECTION 2 MACHINERY ERECTION**

1. 72 Hours Clause
2. Cessation of Work Clause or Stoppage of Work Clause (30 days)
3. Claim Payment on Account Clause
4. Defective Design, Workmanship and Materials Clause (DE3)
5. Contract Works Taken Over or Put into Service Clause
6. Debris Removal Clause (10% of Sum Insured)
7. Escalation Clause (20%)
8. Expediting Costs including Air Freight Clause (20% of Normal Repair Cost)
9. Fire Brigade Charges Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
10. Fire Extinguishing Expenses Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
11. Inland Transit including Loading and Unloading Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
12. Mitigation Expenses Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
13. Offsite Storage Extension Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
14. Plans and Documents Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
15. Professional, Architects' Surveyors' & Consulting Engineers' Fees (Limit THB 20,000,000.- any one occurrence and in aggregate)
16. Public Authorities Clause
17. Strike, Riot and Civil Commotion Clause
18. Sue and Labor Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
19. Temporary Office, Buildings, Camps and Equipment Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
20. Temporary Protection Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
21. Temporary Repairs Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
22. Extend Maintenance Period 24 Months

APPLICABLE TO SECTION 3 THIRD PARTY LIABILITY

1. Consequential Loss of Third Party Clause (Limit THB 20,000,000.- any one occurrence and in aggregate)
2. Cover for Third Party Liability during Maintenance Period Clause (24 Months)
3. Cross Liability Clause
4. Existing Underground Cable or Pipeline Clause (Limit THB 10,000,000.- any one occurrence and in aggregate)
5. Principals Employees & Representatives Clause (including Resident Site Staff, Consultants and Consultants' representatives)
6. Tools of Trade Clause
7. Vibration Removal or Weakening of Support Clause (Limit THB 15,000,000.- any one occurrence and in aggregate)



APPLICABLE TO ALL SECTIONS

1. Automatic Extension of Policy Period Clause (90 days) subject to additional premium to be agreed
2. Errors and Omissions Clause
3. Loss Notification Clause (45 days)
4. Mis-Description Clause
5. Nominated Adjustors Clause (Crawford, Global Adjusting Technical Services, McLaren's)
6. Waiver of Subrogation Clause

ADDITIONAL EXCLUSIONS

1. Communicable Disease Exclusion
2. Cyber Exclusion
3. Electronic Data and Internet Exclusion



Policy No 2022-CR000933-CAR/00/000

Section I

BUILDING AND CIVIL ENGINEERING WORKS

If at any time during the period of insurance state in the Schedule the property described in the Schedule shall suffer any unforeseen or accidental loss or damage from any cause, other than those specifically excluded, necessitating repair or replacement, the Insurers will indemnify the Insured in respect of all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the said Schedule as insured hereby, except so far as reinstatement may be made as follows:

Payments in respect of claims under this Section of the policy shall not reduce the Sum Insured but the Insured shall pay to the Insurers an additional premium at an agreed rate on the amount of the payment pro rata from the date of loss to the expiry of the Policy. Such additional premium shall be disregarded for the purpose of any adjustment of premium.

The Insurers will also reimburse the Insured for the cost of Clearance of Debris following upon any event giving rise to a claim under this Policy but not exceeding in all the sum set opposite thereto in the Schedule.

EXCLUSIONS

The Insurers shall not be liable for:

1. loss or damage due to faulty design;
2. normal making good;
3. cost of replacement or rectification of defective material and/or workmanship, but this exclusion shall be limited to the part or parts immediately affected and shall not be deemed to exclude loss or damage resulting from an accident due to such defective material and/or workmanship;
4. wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
5. ~~mechanical and/or electrical breakdown or derangement of~~ construction plant and construction machinery;
6. loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
7. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities or cheques;
8. loss discovered only at the time of taking an inventory.

PERIOD OF INSURANCE

Construction Period

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, after unloading of the property specified in the Schedule at the Contract Site and shall expire on the date specified in the Schedule.

The Insurer's liability expires also for any part of the insured contract works taken over or taken into use (whichever shall be earlier) by the Principal prior to the expiry date specified in the Schedule.

Maintenance Period

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

SUM INSURED

It is 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 an 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 maybe 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.



Policy No 2022-CR000933-CAR-00-000

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 amount 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 proportion as the sum insured bears to the amount required to be insured.



Policy No. 2022-CR000933-CAR/00/000

Section III

THIRD PARTY LIABILITY

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

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

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

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

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

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

EXCLUSIONS

The Insurers will not indemnify the Insured in respect of

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

SPECIAL CONDITIONS

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

The Insurers may in respect of any claim or claims pay to the Insured the amount of their maximum liability as stated in the Schedule or such lesser sum for which the claim or claims can be settled (subject in either case to deduction of any sum or sums already paid on account of such 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 costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.



APPLICABLE TO SECTION 1 BUILDING AND CIVIL ENGINEERING WORKS
SECTION 2 MACHINERY ERECTION

72 HOUR (EARTHQUAKE, FLOOD, WINDSTORM, TYPHOON & MONSOON) CLAUSE

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

CESSATION OF WORK CLAUSE OR STOPPAGE OF WORK CLAUSE

This insurance is extended to cover loss or damage or liability caused by or arising out of cessation of work for a period not exceeding 90 days. Subject to continued 24 hour security being maintained during such cessation (for warehouse and storage).

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

CONSEQUENCE OF DEFECTIVE OR FAULTY DESIGN (DE 3)

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.

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.

CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE (MR116)

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 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 Section I and happens during the period of insurance.

All other terms and conditions remain unchanged.

REMOVAL OF DEBRIS CLAUSE

It is hereby noted and agreed that the indemnity under Section I of this policy extended to included the cost and expenses 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 10% of total contract Value

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

ESCALATION CLAUSE

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

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

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

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

EXPEDITING COSTS CLAUSE

(Extra charges for overtime work, night-work on public holidays and express freight limit 20% of normal repair cost, including airfreight)

1. INSURANCE COVER

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

Provided always that

1.2 Such extra charges are incurred in connection with an indefinable 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 his Endorsement.

2. SPECIAL EXCLUSION



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

3. PERIOD OF INSURANCE

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

4. SUM INSURED-ADDITIONAL PREMIUM

The sum insured under this additional cover is limited 20% of normal repair cost, including airfreight

4.1 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

FIRE BRIGADE CHARGES CLAUSE

The sum insured extends to include charges raised by and local authority for the provision of fire Fighting Appliances called for the purpose of protecting the Premises.

Limit :Bht.20,000,000.- any one occurrence and in aggregate

FIRE EXTINGUISHING EXPENSES CLAUSE/ FIRE FIGHTING EXPENSES CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, the sum insured applying to Section I 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.

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.

Limit :Bht.20,000,000.- any one occurrence and in aggregate

All other terms and conditions remain unchanged

INLAND TRANSIT CLAUSE (MR113)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site other than on waterways or by air within the territorial limits



specified in the Policy Schedule provided that the maximum amount payable under this Endorsement does not exceed the limit per conveyance specified in the Schedule.

MITIGATION EXPENSES CLAUSE

This policy extends to cover reasonable costs and expenses incurred by or on behalf of any of the insured anywhere within the territorial limits mentioned in the schedule in connection with or incidental to mitigating, containing, eliminating or suppressing actual or potential loss, destruction, damage or defect by any peril or eventuality hereby insured against occurring at or adjacent to or immediately threatening any situation of the interest insured described in this policy.

Such costs and expenses as aforesaid shall include, but not be limited to:

- a) The payment of wages or salaries to any of the insureds' employees;
- b) The cost of replenishing fire fighting appliances or systems;
- c) The cost of replacing, reinstating or repairing property lost, destroyed or damaged (including the insured's directors', officers', employees', and any volunteer's clothing and any personal effects).

Limit :Bht.20,000,000.- any one occurrence and in aggregate

OFF-SITE STORAGE CLAUSE (MR 013)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for ware-houses or storage units. Such measures include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;

Limiting the value per storage unit : Bht. 20,000,000.- any one occurrence and in aggregate during the period of Insurance

PLANS & DOCUMENTS CLAUSE

It is agreed that Section I of this Policy is extended to cover loss of or damage to plans & documents subject to a limit of Bht. 20,000,000.- any one occurrence and in aggregate during the Period of Insurance

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



ARCHITECTS' SURVEYORS' AND CONSULTING FEES CLAUSE

It is hereby declared and agreed that the insurance by this policy extends to include Architects', Surveyors' and Consultant Legal and Other Fees (not exceeding these authorized under the Scales of the various institutions and/or Bodies regulating such charges prevailing at the time of the destruction or damage) for Estimates, Plans, Specifications, Quantities, Tenders and Supervision necessarily incurred in the reinstatement consequent upon the 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 destruction or damage and loss shall not exceed the actual claim amount and in the aggregate the sum insured of Bht. 20,000,000.- any one occurrence and in aggregate

PUBLIC AUTHORITIES CLAUSE

The insurance under Section I of this Policy relating to "Buildings" and "Machinery" extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance or with By-Laws of 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 the 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 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 Bye - Laws not arisen.
 - c) 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 the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve 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 Section 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 this Section shall not exceed the sum insured thereby.
- 5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.



STRIKE, RIOT AND CIVIL COMMOTION CLAUSE (MR001)

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, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2 of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions

1. This insurance does not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d. consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Insurers are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any or the following occurrence, namely
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,



- c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government be jure or de facto or to the influencing of it by terrorism or violence.

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

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post to the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexposed term from the date of termination.
4. The limit of indemnity any one occurrence as stated in the Policy Schedule shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

SUE AND LABOUR CLAUSE

In the event of any occurrence giving rise to loss or damage under this Policy the Indemnity granted hereunder shall, in addition, extend to include those costs incurred by the Insured in protecting any of the Insured Property against any imminent further loss, destruction or damage or of minimizing such further loss or damage which would otherwise have been indemnifiable under this Policy provided that if the Property Insured be insured for less than its value at the time of occurrence giving rise to such expenditure the amount recoverable under this extension shall be reduced in proportion to the under - insurance. Provided always that the approval of the Company in writing shall first be obtained before such expenses are incurred

Limit: Bht. 20,000,000.- any one occurrence and in the aggregate.

TEMPORARY OFFICE, CAMPS AND OFFICE EQUIPMENT CLAUSE

The insurance under this policy is extended to cover unforeseen and accidental loss or damage occurring on the site to insured's temporary office building, camps and office equipments (Excluding Notebook, Laptop, Camera, and other electronic portable equipment).

Limit of indemnity : Bht. 20,000,000.- any one occurrence and in aggregate during the Period of Insurance

TEMPORARY PROTECTION CLAUSE

Section I of 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 boarding, barriers, fences and any other form of protection which the relevant Insured must provide in order to comply with 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.



Limit: Bht. 20,000,000.- any one occurrence and in aggregate during the Period of Insurance

TEMPORARY REPAIR CLAUSE

It is hereby noted and agreed that Section I of this insurance will indemnify the insured for the costs and expenses of temporary repairs to loss or damage indemnified under this policy where they are deemed necessary and to prevent interruption to the business of the insured.

Any residual, resolvable or reasonable value of such repairs shall be deducted from the total amount of actual repairs or replacement, as defined in the Replacement Values.

The Company's liability under this extension shall not exceed of Bht.20,000,000.-any one occurrence and in aggregate during the Period of Insurance

EXTENDED MAINTENANCE CLAUSE (MAXIMUM 24 MONTHS)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended for the maintenance period specified in the Policy Schedule to cover loss of or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.



APPLICABLE TO SECTION 3 THIRD PARTY LIABILITY

CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

It is agreed and understood that the indemnity under Section III of this Policy is extended to include liability of the Insured for consequential loss resulting directly from the physical damage to third party property and directly caused by the performance of the contract insured by this Policy for which the Insured is legally liable.

Provided that the liability of Insurers shall not exceed Bht.20,000,000.- any one occurrence and in aggregate during the Period of Insurance.

THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD

- It is hereby declared and agreed that the indemnity provided by Section III of the policy -Third Party Liability extends to include the legal liability of Contractors and/or Sub-contractors while on site carrying out duties in relation to the maintenance agreement or defect liability obligations of their contract during the maintenance Period specified in the schedule.

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

CROSS LIABILITY (MR002)

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, this Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit.
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance.

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES (MR102)

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

Claims in respect of loss of or damage to underground facilities shall be payable after applying the deductible stated in the Policy Schedule.



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

Limit: Bht. 10,000,000.- any one occurrence and in aggregate during the Period of Insurance

PRINCIPAL'S EMPLOYEES AND REPRESENTATIVES CLAUSE

The insurance under Section III of this Policy is extended to include Employee (s) and/or Representative (s) of the Principal and their Personal properties as third party.

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

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

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

TOOL OF TRADE 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 insurance.

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

VIBRATION, ROMOVAL OR WEAKENING OF SUPPORT (MR120)

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

Provided always that

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

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

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

Limit THB 15,000,000.- any one occurrence and in aggregate.



APPLICABLE TO ALL SECTIONS

AUTOMATIC EXTENSION CLAUSE

At the request of the Insured the insurance by this policy may be extended for a period of 3 months from the expiry date stated in the schedule. Should the Insured request such an extension, Company will be entitled to rate and terms to be agreed.

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

ERRORS AND OMISSIONS CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this Policy shall not be invalidated by the Insured having omitted to state any fact material to be known for estimation of 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 within 30 days of coming to the attention of the Insured and the premium adjusted in accordance with the revised values.

LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Insurers of any circumstances or events giving rise or likely to give rise to a claim under this Policy within 45 days.

MIS-DESCRIPTION CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this Policy shall not be prejudiced by any alteration or mis-description of occupancy. Notice to be given to the Company immediately the Insured becomes aware of the same and to pay additional premium if required from the date of inception of the increased hazard.

All other terms and conditions remain unchanged.

NOMINATED LOSS ADJUSTER CLAUSE

It is hereby declared and agreed that in the event of any loss covered by this Policy, the amount of such loss shall be adjusted subject to the terms, and conditions of the Policy by any of the following firms of adjusters

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

SUBROGATION WAIVER CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, In the event of a claim arising under this Policy, the Company agrees to waive any rights, remedies or relief to which they may become legally entitled by subrogation against:-

- (a) Any company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to the Insured.
- (b) Any company which is a subsidiary of a Parent Company of which the Insured are themselves a subsidiary.

All other terms and conditions remain unchanged.



ADDITIONAL EXCLUSIONS

COMMUNICABLE DISEASE EXCLUSION (LMA 5397 29/04/2020)

(For use on power generation, construction and engineering policies)

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 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. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

CYBER RISK EXCLUSION

This Policy does not apply to and specifically excludes losses of any kind directly or indirectly caused by, arising from or consisting of, in whole or in part :

- a) the use or misuse of the Internet or similar facilities;
Internet means the worldwide public network of computers as it currently exists or may be manifested in the future, including the Internet, an intranet, an extranet or a virtual private network.
- b) The electronic transmission of data or other information;
- c) Any malicious code, computer virus or similar problem;
- d) The use or misuse of any Internet address, Website, computer system, network of computers or similar facility;
- e) Any data or other information posted on a Website, Internet, intranet, local area network, virtual private network or similar facility;
- f) Any loss/damage of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by a peril covered hereon);
- g) The functioning or malfunctioning of the Internet, intranet, local area network, virtual private network or similar facility, or of any Internet address, Website or similar facility (unless such malfunctioning is caused by a peril covered hereon); or
- h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).



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 privatenetwork 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.