

ภาคผนวกที่ 10

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เอกสารกรมธรรม์ประกันภัย



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)  
Bangkok Insurance Public Company Limited

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

เริ่มกิจการปี พ.ศ. 2490  
Established 1947

ทะเบียนเลขที่ 0107536000625  
Registration No. 0107536000625

CONTRACT WORKS INSURANCE POLICY

THE SCHEDULE		Policy No. : 824-18441-2
Insured : บริษัท ไวส์ เอสเตท 16 จำกัด ในฐานะผู้ว่าจ้าง และ/หรือ บริษัท เวล เกรด เอ็นจิเนียริง จำกัด (มหาชน) ในฐานะผู้รับเหมาหลัก และ/หรือผู้รับเหมาช่วงอื่นๆ		
Section I Building and Civil Engineering Works	Sum Insured	
1 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein)	As per attachment	
11 Materials or items supplied by the Principal	"	
2 Construction Equipment	"	
3 Construction Machinery and Stationary Plant	"	
4 Clearance of Debris (Limit of Indemnity)	"	
5 Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by Items 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against	"	
Total Sum Insured	"	
Excesses		
1 Contract Works, Construction Equipment in respect of each and every occurrence for loss or damage arising out of	the first As per attachment	
10 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse any water damage, flood	the first "	
11 any other cause		
2 Construction Machinery in respect of each and every occurrence for loss or damage arising out of	the first N/A	
20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage	the first "	
21 any other cause		
Section II Machinery Erection	Sum Insured	
1 Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection	Included in item 1(10) of Section I	
2 Erection Machinery and Tools	Not covered	
3 Clearance of Debris	Included in Item 4 of Section I	
Total Sum Insured		
Excesses		
1 Property to be erected : in respect of each and every occurrence	the first As specified in Excesses Item 1(11) of Section I	
10 during erection	the first As specified in Excesses Item 1(10) of Section I	
11 during testing	the first N/A	
2 Erection Machinery and Tools : in respect of each and every occurrence for loss or damage arising out of any cause		
Section III Third Party Liability		
1 Limit of indemnity in respect of any one accident or series of accidents arising out of one event	Combined Single Limit Baht 20,000,000.-	
10 for bodily injury/death		
11 for property damage		
2 Total limit of indemnity under this policy	Baht 20,000,000.-	
Excesses		
In respect of each and every occurrence for	the first Nil	
10 bodily injury/death	the first 10% of loss amount or minimum Baht 30,000.- whichever is higher	
11 loss of or damage to property		
Period of Insurance	487 Days (including 4 weeks testing)	
Section I	01/03/2024 - 30/06/2025	
Section II	01/03/2024 - 30/06/2025	
Section III	01/03/2024 - 30/06/2025	
Premium (Baht)		
Section I	634,500.00	VAT 44,592.66
Section II	Included in section I	VAT -
Section III	Included in section I	VAT -
Stamp Duty	2,538.00	Total 681,630.66
Stamp Duty	-	Total -
Stamp Duty	-	Total -

In Witness whereof the undersigned being duly authorised by the Insurers and or behalf of the Insurers has/have hereunto set his/their hand(s). this 28th day of FEBRUARY, 2024

Director



Director

Authorized Signature





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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**CONTRACT WORKS INSURANCE POLICY**

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

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

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

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

**GENERAL CONDITIONS**

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

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





## บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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

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

5. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.
6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
7. In the event of
  - 70 material change in the risk ;
  - 71 the termination of the Contract by the Principal,
  - 72 withdrawal from the Contract by any main Contractor ;
  - 73 stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding one calendar month ;this policy shall be avoided unless its continuance be admitted by endorsement signed by and on behalf of the Insurers.
8. This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

### GENERAL EXCLUSION

The Insurers will not indemnify the Insured in respect of

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





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

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



# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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## Section I

### BUILDING AND CIVIL ENGINEERING WORKS

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

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

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

### EXCLUSIONS

The Insurers shall not be liable for :

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

### PERIOD OF INSURANCE

#### Construction Period

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

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





# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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## Maintenance Period

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

## SUM INSURED

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

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

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

## LOSS SETTLEMENT

### Items, 1,2 and 3

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

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

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

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

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

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

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



# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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## 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.





# บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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## SUM INSURED

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

for item 1 : the full value of the property at the completion of erection, inclusive of freight, customs duties, dues and erection cost.

for item 2 : replacement value of erection machinery and tools.

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

## LOSS SETTLEMENT

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

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

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

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, settlement shall be made on the basis provided for in (2) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/ or improvements which may be undertaken as a result of any loss or damage shall not be recoverable hereunder.

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



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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**เอกสารแสดงรายละเอียดการประกันภัย**

เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 824-18441-2 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 01/03/2024	ถึง 30/06/2025
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It is hereby understood and agreed that Sum Insured and Excesses under Section I are as follows :-

<u>Section I : Building and Civil Engineering Works</u>	<u>Sum Insured (Baht)</u>
1. 10 Contract Work (Permanent and Temporary works, including all Materials to be incorporated therein)	470,000,000.-
11 Materials or items supplied by the Principal	Not Covered
2. Construction Equipment	Not Covered
3. Construction Machinery and Stationary Plant	Not Covered
4. Clearance of Debris (Limit of Indemnity)	10,000,000.-
5. Architects' Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by item 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against	10,000,000.-
Total	<u>490,000,000.-</u>

Excesses : in respect of each and every occurrence :-

Contract Works	- Subsidence, Landslide, Collapse, Any Water Damage, Theft, Burglary, Testing & Commissioning, Maintenance	- The first 10% of loss amount or minimum Baht 75,000.- whichever is higher
	- Any other cause	- The first 10% of loss amount or minimum Baht 50,000.- whichever is higher





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 824-18441-2 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 01/03/2024	ถึง 30/06/2025
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It is hereby understood and agreed that :-

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

Title of Contract : โครงการก่อสร้าง ATMOZ PALACIO LADPRAO - WANGHIN อาคารสูง 8 ชั้น 4 อาคาร  
ประกอบด้วย งานโครงสร้าง งานสถาปัตยกรรม งานระบบไฟฟ้าและสื่อสาร งานระบบ  
สุขาภิบาลและดับเพลิง และงานรับเหม่อื่น ๆ ที่เกี่ยวข้องตามสัญญา

Contract Site : โครงการก่อสร้าง ATMOZ PALACIO LADPRAO - WANGHIN ถนนลาดพร้าววังหิน  
แขวงลาดพร้าว เขตลาดพร้าว กทม.

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

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

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

Provided that :-

a) The total Liability of the Insurers including above extension shall not exceed the limit of indemnity as stated in the Schedule under Section III "Third Party Liability".

b) The Insured shall be responsible for the excesses as stated in the Schedule.

3. The insurance under this policy is subject to cover loss of or damage caused by Flood, Earthquake (Including Tidal Wave and Tsunami), Windstorm (Including Hurricane and Cyclone) and Hail.

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

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

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

Provided that :-

4.1 The Liability of the Insurers shall not exceed Baht 10,000,000.- any one accident and in aggregate.

4.2 The Insured shall be responsible for The first 10% of loss amount or minimum Baht 50,000.- whichever is higher in respect of each and every loss.



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 824-18441-2 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 01/03/2024	ถึง 30/06/2025
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5. loss or Damage to the Contract Work under this Policy, if any, shall be payable to "ธนาคารยูโอบี จำกัด (มหาชน)" as its interest may appear.
6. The insurance under the policy is subject to the following clauses hereto attached :-
- a) 72 Hours Clause
  - b) Absolute Asbestos Exclusion
  - c) Automatic Extension of Contract 3 months subject to additional premium and term to be agreed
  - d) Communicable Disease Exclusion Endorsement (LMA5393)
  - e) Communicable Disease Exclusion Endorsement (LMA5396)
  - f) Cover for Third Party Liability During Maintenance Period Clause
  - g) Cross Liability Clause
  - h) Electronic Data and Internet Endorsement
  - i) Escalation Clause
  - j) Expediting Costs Clause (including airfreight)
  - k) Extended Maintenance Clause
  - l) Faulty Design clause
  - m) Fire Prevention Measure
  - n) Hot Work Permit
  - o) Inland Transit Clause
  - p) Loss Notification Clause (30 days)
  - q) Off-Site Storage Clause
  - r) Piling Construction Clause
  - s) Plans and Document Clause
  - t) Pollution Exclusion Clause
  - u) Riot and Strike Clause
  - v) Storage of Construction Material
  - w) Sue and labor clause
  - x) Subsidence Clause
  - y) Terrorism Exclusion Endorsement
  - z) Third Party Liability in respect of Existing Underground Cable or Pipelines
  - aa) Tool of Trade Clause
  - bb) Warranty Clause





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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**72 HOURS CLAUSE**

"Loss of or damage to the insured property arising out during any one period of 72 consecutive hours caused by storm, tempest, flood shall be deemed a single event and therefore to constitute one occurrence with regard to excess as Specified"

**ABSOLUTE ASBESTOS EXCLUSION**

It is hereby understood and agreed that this policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

**AUTOMATIC EXTENSION OF CONTRACT PERIOD**

It is hereby understood and agreed that the Insurers shall automatically extend the period of insurance under the Policy for 3 months from the expiry date of construction / erection period specified in the schedule if there is any delay in completion of the Contract subject to written notice to Insurer prior to the commencement of each extension period, subject to terms, conditions and additional premium to be agreed.

**COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT**

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



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4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

**LMA 5393**

**25/03/2020**

**COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT**

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

**LMA 5396**

**17/04/2020**





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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**COVER FOR THIRD PARTY LIABILITY DURING MAINTENANCE PERIOD**

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

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

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

**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 Endorsement shall be deemed to increase the Insurers' liability beyond the limits of indemnity state in the Schedule
- 1.3 all other terms, conditions and exclusions of the Policy shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement

**2. SPECIAL EXCLUSION**

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 specific in the Schedule for the Third Party Liability Section



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**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.

**ELECTRONIC DATA AND INTERNET ENDORSEMENT**

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

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

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

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

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

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





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**ESCALATION CLAUSE**

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

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

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

**EXPEDITING COSTS CLAUSE**

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

**1. INSURANCE COVER**

- 1.1 It is agreed and understood that the Insurers will also indemnify the Insured in respect of extra charges for overtime work, night-work, work on public holidays and express-freight including airfreight provided always that
- 1.2 such extra charges are incurred in connection with an 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.

**3. SUM INSURED-ADDITIONAL PREMIUM**

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



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**EXTENDED MAINTENANCE CLAUSE**

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

**1. INSURANCE COVER**

- 1.1 It is agreed and understood that the Insurers will indemnify the insured Contractor (s) solely for loss of or damage to the property insured under the Material Damage Section of this Policy, occurring during the Maintenance Period specified in the Schedule and only when it is caused by
- 1.1.1 the Contractor(s) whilst at the contract site for the purpose of doing any work in order to comply with the maintenance obligations under the contract
- 1.1.2 any act or omission of the Contractor (s) whilst at the contract site during the contract works period specified in the Schedule.
- 1.2 All terms, conditions, exclusions and endorsements of the Policy referring to or contained in the Material Damage Section shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement.

**2. MAINTENANCE PERIOD**

The Maintenance Period shall commence for the entire works upon completion of commissioning and testing or whenever the works are taken over or taken into use, whichever is earlier.

It shall end on the date specified in the Schedule.

If individual parts of the works are tested, taken over or taken into use, the Maintenance Period shall begin and expire for each such part individually and shall not exceed the period in months specified in the Schedule. The Insured shall notify the Insurers of such gradual taking over.

**3. SUM INSURED - ADDITIONAL PREMIUM**

- 3.1 The Sum Insured is identical to the estimated total contract value at completion of the contract works
- 3.2 The Additional Premium due is calculated on the Sum Insured and shall be adjusted for any change in such sum





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**FAULTY DESIGN CLAUSE**

(Building and Civil Engineering Works)

**1. INSURANCE COVER**

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

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

provided always that

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

**2. PERIOD OF INSURANCE**

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

**3. SUM INSURED - ADDITIONAL PREMIUM**

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

3.2 The Additional Premium due is included in the Total Premium shown in the Schedule.

**FIRE PREVENTION MEASURES CLAUSE**

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

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



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**HOT WORK PERMIT**

Sparks smoldering parts caused by hot works are a serious source for fires. Even several hours after the completion of these works, they can ignite fires.

Therefore, a written "hot works permit" system should be set up which is limited in time and must be signed by the Plant Manager, Safety Engineer and/or Chief. It should include :

- Approve all of the hot works (limited in time) by signature of one of the above mentioned persons.
- The site where the work will be carried out has to be checked before commencement of the hot works by a person being responsible for fire safety.
- Fire extinguishers have to be provided while the hot works are carried out
- All combustible material around the working place has to be removed or covered with non-combustible material
- The site has to be checked periodically after the works are completed (e.g. semi-hourly checks for the first three hours after completion of the hot works)

**INLAND TRANSIT CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the insurance under this Policy is extended to cover loss or damage to the property insured under the Material Damage Section directly caused by fire or explosion, collision or contact of conveyance with external object other than road pavement, air or water, overturning or derailment of conveyance, breakage of bridges whilst such property is in transit by road vehicles within Thailand to the Contract Site for the purpose of pursuing the contract works insured under this policy directly.

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

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

Excess : The first 10% of loss amount or minimum Baht 50,000.- whichever is higher.

**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 30 days of its occurrence.





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**OFF-SITE STORAGE CLAUSE**

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss of or damage to the insured property whilst being kept at to be agreed.

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

Excess : The first 10% of loss amount or minimum Baht 50,000.- whichever is higher.

**PILING CONSTRUCTION**

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

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

**PLAN AND DOCUMENTS CLAUSE**

It is agreed that this Policy is extended to cover loss of or damage to plan and documents subject to a limit of Baht 10,000,000.- any one occurrence and in aggregate.

Excess : The first 10% of loss amount or minimum Baht 50,000.- whichever is higher.

**POLLUTION CLAUSE**

This Insurance does not cover :

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



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**RIOT AND STRIKE CLAUSE**

**1. INSURANCE COVER**

It is hereby agreed and declared that, notwithstanding anything contained in the Policy to the contrary, the insurance under this Policy shall extend to cover Riot and Strike damage which, for the purpose of this Endorsement, shall mean-subject always to the Special Conditions mentioned hereafter - loss of or damage to the property insured directly caused by :

- 1.1 the act of any person taking part together with others in any disturbance of the public peace (Whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2.4. of the Special Exclusions of this Endorsement
- 1.2 the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance
- 1.3 the wilful act of any worker on strike or locked out carried out in furtherance of a strike or in resistance to a lock-out
- 1.4 the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided always that

- 1.5 all the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save insofar as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the Conditions of the Policy shall be deemed to include the perils hereby insured against
- 1.6 the following special Conditions shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made

**SPECIAL CONDITIONS**

**2. SPECIAL EXCLUSIONS**

This insurance does not cover:

- 2.1 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- 2.2 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- 2.3 loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building

PROVIDED nevertheless that the Insurers are not relieved under 1.2 and 1.3 above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession having a cause otherwise covered by the Policy





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
**Bangkok Insurance Public Company Limited**

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

เอกสารนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ (เลขที่ 824-18441-2 )	ซึ่งมีผลบังคับใช้ตั้งแต่วันที่ 01/03/2024	ถึง 30/06/2025
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2.4 This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:

- 2.4.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
- 2.4.2 mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power
- 2.4.3 any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence

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

3. PERIOD OF INSURANCE

3.1 Commencement

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

COMMENCING DATE : **March 1, 2024.**

3.2 Termination:

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

4. SUM INSURED-ADDITIONAL PREMIUM

4.1 The Sum Insured is identical with the estimated total value of the contract works as entered in the Schedule of the Policy

4.2 The Additional Premium is included in the Total Premium shown in the Schedule

**STORAGE OF CONSTRUCTION MATERIAL**

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



**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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**SUE AND LABOR CLAUSE**

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

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

**SUBSIDENCE CLAUSE**

Notwithstanding anything contained in the Policy to the contrary, the Insurers shall not be liable to indemnify the Insured in respect of any loss or damage due to subsidence if caused by insufficient compacting or improvement of subsoil and/or due to foreseeable subsidence, likely to occur having regard to subsoil, material and/or methods of construction used and not resulting solely from an unforeseen event.

**TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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





**บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)**  
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**THIRD PARTY LIABILITY IN RESPECT OF EXISTING UNDERGROUND CABLES OR PIPELINES**

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

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

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

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

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

**TOOL OF TRADE CLAUSE**

It is hereby declared and agreed that in respect of Section III, Third Party Liability subsection II the terms of motor vehicles licensed for general road use shall not include item of plants which on site working as a tool of trade.

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

**WARRANTY CLAUSE**

- ระหว่างการก่อสร้างตัวอาคาร ผู้รับเหมาจะต้องจัดหา หรือเตรียมอุปกรณ์เพื่อป้องกันภัยที่อาจจะเกิดกับบุคคลภายนอก ได้แก่ ดาข่าย หรือฉาก หรือกันสาด หรือผ้าใบ เพื่อป้องกันเศษดิน หิน ปูน หรือวัสดุอื่นที่อาจหล่นจากอาคาร
- หากไม่ปฏิบัติตามข้อรับรอง บริษัทฯ มีสิทธิ์ปฏิเสธความรับผิดชอบ