

**ภาคผนวก ค-4**  
**กรมธรรม์ประกันภัย**





**วิริยะประกันภัย**  
THE VIRIYAH INSURANCE

บริษัท วิริยะประกันภัย จำกัด (มหาชน) 121/28, 121/65 อาคารอาร์ เอส ทาวเวอร์ ถนนรัชดาภิเษก แขวงดินแดง เขตดินแดง กรุงเทพมหานคร 10400 โทร 0-2129-8888 www.viriyah.co.th ทะเบียนเลขที่ 0107555000139  
THE VIRIYAH INSURANCE PUBLIC COMPANY LIMITED 121/28, 121/65 RS Tower, Ratchadapisek Rd., Din Daeng Bangkok 10400 THAILAND โทร 0-2129-8888 www.viriyah.co.th ทะเบียนเลขที่ 0107555000139

ทะเบียนเลขที่ 0107555000139

**SCHEDULE**

Policy No.

09602-22100/POL/000089-304

ชำระอากรแล้ว

Insured CPN Residence Co., Ltd. and/or its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors	
Project Escent Hills @ Suratthani	
<b>Section I Building and Civil Engineering Works</b> 1. 10 Contract Works (Permanent and Temporary Works, including all Materials to be incorporated therein) 11 Materials or items supplied by the Principal 2. Construction Equipment 3. Construction Machinery and stationary plant 4. Clearance of Debris (Limit of Indemnity) 5. Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the insured with the consent of the Insurers in the reinstatement or replacement of the property insured by Items 1, 2 or 3 destroyed or damaged by any of the perils hereby insured against Total Sum Insured	<b>Sum Insured</b> ..... 595,000,000.00 Baht ..... ..... ..... ..... 50,000,000.00 Baht ..... ..... ..... 50,000,000.00 Baht ..... ..... 595,000,000.00 Baht .....
<b>Excesses</b> 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 11 any other cause 2. Construction Machinery In respect of each and every occurrence for loss or damage arising out of 20 earthquake, storm, hurricane, cyclone, subsidence, landslide, collapse, any water damage 21 any other cause	the first } ..... As per attached ..... the first } ..... As per attached .....  the first ..... the first .....
<b>Section II Machinery Erection</b> 1. Property to be erected, including Freight, Customs Duties and Dues, and Costs of Erection 2. Erection Machinery and Tools 3. Clearance of Debris Total Sum Insured	<b>Sum Insured</b> ..... Included in item 1 (10) of Section I ..... ..... ..... Included in item 4 of Section I ..... .....
<b>Excesses</b> 1. Property to be erected : In respect of each and every occurrence 10 during erection 11 during testing 2. Erection Machinery and Tools : In respect of each and every occurrence for loss or damage arising out of any cause	the first ..... the first .....  the first .....
<b>Section III Third Party Liability</b> 1. Limit of indemnity in respect of any one accident or series of accidents arising out of one event 10 for bodily injury 11 for property damage 2. Total limit of indemnity under this Policy	} ..... ..... ..... As per attached ..... .....
<b>Excesses</b> In respect of each and occurrence for 10 bodily injury/death 11 loss of or damage to property	the first } ..... As per attached ..... the first } ..... As per attached .....
<b>Period of Insurance</b> Section I } ..... 901 Day ..... Plus } ..... month/s maintenance Section II } ..... 15 July 2022 - 31 December 2024 ..... Plus } ..... 12 ..... month/s maintenance Section III } ..... Plus } ..... month/s maintenance	
<b>Premium</b> Section I } ..... (hereto 100%) ..... Tax } ..... Stamp Duty } ..... Total } ..... Section II } ..... 654,500.00 Baht ..... Tax } ..... 45,998.26 Baht ..... Stamp Duty } ..... 2,618.00 Baht ..... Total } ..... 703,116.26 Baht ..... Section III } ..... Tax } ..... Stamp Duty } ..... Total } .....	
<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Broker ..... เซ็นทรัล อินชัวร์รันส์ เซอร์วิสเพซ CO.,LTD ..... License No. 300033/2547	

In Witness whereof the Undersigned being duly authorised by the Insurers and on behalf of the Insurers has/have here unto set his/their hand (s).

(3)



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DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

Insured Name : CPN Residence Co., Ltd.  
and/or Its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors

Address : 999/9 Rama 1 Road, Kwang Pathumwan, Khet Pathum Wan, Bangkok 10330

Project : Escent Hills @ Suratthani

ProjectDetail : งานก่อสร้างคอนโด 26 ชั้น ไม่มีชั้นใต้ดิน จำนวน 1 อาคาร ประกอบด้วยงาน  
Site Clearing, Building and Civil Engineering works, Machinery  
erection, interior & exterior & landscape works, furnishing  
& decoration, fitting out work, testing & commissioning and all  
related works as stated in contract (Including piling work)

Location : Tambon Wat Pradu, Amphoe Mueang Surat Thani, Surat Thani

Period of Insurance : 901 day(s) Start From 15 July 2022  
To 31 December 2024  
Including 8 weeks Testing and Commissioning  
Plus 12 months maintenance period (including defect liability period)

Suminsured : Tambon Wat Pradu, Amphoe Mueang Surat Thani, Surat Thani  
1. Contract Value and Material Supply by Principal  
Sum Insured 595,000,000.00 Baht

Sum Insured(100%) : 595,000,000.00 Baht (Five hundred and ninety five million Baht)

Coverage : Section I, II - Contract Work  
Interest  
The Property Insured  
All Contract Works whether permanent or temporary, materials  
incorporated or for incorporation therein, Temporary Buildings  
(Including permanent structures used for temporary accommodation)  
and their contents and all other property or equipment of whatsoever  
nature (other than Constructional Plant and Equipment) the property  
of the Insured or for which they are responsible whilst at the  
contract site(s) or elsewhere in the territorial limits including whilst  
in transit or storage and M&E work.

Coverage  
During erection and construction works unforeseen or accidental  
loss or damage to the Insured Property or for which they are





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responsible other than Constructional plant & equipment occurring during erection or testing whilst located at the Project site including any other causes such as landslide, collapse, fire, lightning, explosion, hail, burglary, theft including during inland transit and any other causes not specified excluded in the policy.

1. Sub-Limit : Covered Flood

on sub limit THB. 100,000,000.- any one occurrence and in aggregate

2. Covered Earthquake (including Volcanic Eruption or Tidal Wave or Tsunami) and Windstorm (including Hurricane and Cyclone)

with a limit of sum insured

#### Section III - Third Party Liability

##### Interest

To indemnify the Insured for Legal Liability arising out of death of or bodily injury (including disease) or illness or death to any persons and/or loss of or damage to property during the period of insurance arising out of or in connection with or execution of the contract work.

##### Coverage

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

- a) Accidental bodily injury or illness or death to any person
- b) Accidental loss or damage to property occurring in direct connection with the performance of the contract and happening on or in the immediate vicinity of the contract site during the period of insurance.

##### Sum Insured

THB. 50,000,000.- any one occurrence and THB. 100,000,000 in aggregate during insurance





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#### Deductible

##### : Section I, II - Contract Work

1. THB. 65,000.- each and every loss or damage arising out of Subsidence, landslide, water damage, consequence of faulty design, defective materials & workmanship, tempest, hail, Earthquake (including Volcanic Eruption or Tidal Wave or Tsunami) and theft, collapse & maintenance period
2. THB. 40,000.- each & every loss all other damage
3. 10% of loss or minimum THB. 85,000.- each & every loss during erection, Testing and commissioning
4. 10% of loss or minimum THB. 75,000.- each & every loss for Flood and Windstorm (including Hurricane and Cyclone)

##### Section III - Third Party Liability

1. NIL in respect of Bodily Injury
2. 10% of loss or minimum THB. 30,000.- each and every loss for property damage
3. 10% of loss or minimum 80,000.- each and every loss per claimant per building per unit for Vibration, Removal or Weakening of Support Clause and Underground Cables or Pipelines Clause

#### Warranty

:

1. Special Conditions Concerning Fire Fighting Facilities and Safety on contraction Site
2. Hot work permit
3. Safety net warranty / warning sign should be installed
4. Special Conditions Concerning Safety Measures with respect to Precipitation, Flood and Inundation (MR110)
5. Prevention of unauthorized third party's access to the construction site clause
6. Piling Foundation and Retaining Wall Works Clause (MR 121)

#### Special Clause

:

1. ADDITIONAL COST OF CONSTRUCTING INCOMPLETE OR UNBUILT PORTIONS





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(10% of normal repair cost)

#### 2. ARCHITECTS', SURVEYORS' AND CONSULTANT ENGINEERS' FEES CLAUSE

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.)

#### 3. AUTOMATIC EXTENSION OF CONTRACT PERIOD CLAUSE

(3 months at addition premium and term to be agreed)

#### 4. AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE / REINSTATEMENT

OF SUM INSURED AFTER LOSS CLAUSE

(Subject to Additional Premium to be agreed)

#### 5. CANCELLATION CLAUSE

(30 Days)

#### 6. CAMP AND STORES CLAUSE

(Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period.)

#### 7. Cessation of Work Clause

(60 days)

#### 8. CLAIM PAYMENT ON ACCOUNT CONDITION CLAUSE

#### 9. CONSEQUENCE OF FAULTY DESIGN - DE 3 (1995)

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.)

#### 10. CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

(Inclusive in TPL Limit)

Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.)

#### 11. CONTRACTOR AND EMPLOYEE'S PERSONAL EFFECT AND TOOL CLAUSE

(THB.50,000 per person and THB.1,000,000.- any one occurrence and in aggregate during insurance period)

#### 12. Contractor and sub-contractors, maintenance period cover

(12 months)

#### 13. Cover for Insured Contract Works Taken Over or Put into Service Clause (MR116)

#### 14. COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL

COMMOTION (SRCC) - (MR 001)

#### 15. THIRD PARTY LIABILITY EXTENDED TO INCLUDE CONTRACTORS/SUB

CONTRACTORS DURING MAINTENANCE PERIOD

(12 months)

#### 16. COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON

PUBLIC HOLIDAYS

(Limit of indemnity: 20% of normal repair cost)

#### 17. CROSS LIABILITY CLAUSE

#### 18. DEBRIS REMOVAL CLAUSE





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(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period.)

19. Error and Omission Clause

20. ESCALATION CLAUSE

(not exceeding in all 20% of sum insured)

21. EXPEDITING COST AND AIRFREIGHT CLAUSE

(20% of normal repair costs)

22. EXTENDED MAINTENANCE PERIOD CLAUSE

(12 months)

23. Vibration, Removal or Weakening of Support (MR120)

(Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period.

Excess : 10% of loss or minimum THB. 80,000.- each and every loss per claimant per building)

24. FIRE EXTINGUISHING AND MITIGATION CLAUSE

(Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.)

25. FIRE FIGHTING EXPENSES CLAUSE

(Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period)

26. INLAND TRANSIT CLAUSE

(Limit of Liability : THB. 30,000,000.- any one occurrence in aggregate during insurance period.)

27. LOSS NOTIFICATION CLAUSE

(45 days)

28. NOMINATED ADJUSTER CLAUSE

- (- McLarens (Thailand) Ltd.
- Sedgwick (Thailand) Ltd.
- AMP Adjustment Co., Ltd.
- GATS)

29. OFF-SITE STORAGE CLAUSE

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period)

30. PLANS AND DOCUMENT CLAUSE

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period)

31. PREMIUM PAYMENT WARRANTY CLAUSE

(90 days)

32. Preventive measures clause

(Limit of Liability:50,000,000.- any one occurrence and in aggregate)

33. Principals' Employees not concerning with the project shall be treated as Third Party

(Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period)

34. Principal's employees and representatives treated as third party





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(including Consultants)

Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period)

35. Public Authorities Clause

36. SUDDEN AND ACCIDENTAL POLLUTION AND CONTAMINATION CLAUSE

37. TEMPORARY SITE OFFICE AND OFFICE EQUIPMENT CLAUSE

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period)

38. TEMPORARY ACCESS ROAD

(Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period)

39. TEMPORARY PROTECTION CLAUSE

(Limit of Liability : THB. 50,000,000.- any one occurrence and in aggregate during insurance period)

40. TEMPORARY REMOVAL CLAUSE

(Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.)

41. TEMPORARY WORKS CLAUSE

(Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.)

42. TEMPORARY REPAIRS CLAUSE

(Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.)

43. Third Party Underground Cable and Pipeline Clause

(MR102)

(Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period.)

(Excess : 10% of loss or minimum THB. 80,000.- (whichever is higher) each and every loss)

44. TOOL OF TRADE CLAUSE

(Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period)

45. WAIVER OF SUBROGATION RIGHT CLAUSE

46. 72 HOURS CLAUSE

47. Total Asbestos Exclusion

48. Cyber Risk Exclusion

49. Electronic Data & Internet Endorsement

50. FULL NUCLEAR EXCLUSION (NMA 1975)

51. Political Risk Exclusion Clause

52. Sanction Limitation and Exclusion

53. Seepage pollution and contamination clause

54. War and Terrorism Exclusion Endorsement

55. COMMUNICABLE DISEASE EXCLUSION LMA 5394

56. PROPERTY CYBER AND DATA ENDORSEMENT LMA 5400

57. PROPERTY CYBER AND DATA EXCLUSION LMA 5401







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Amount of Co-Insurance :  
& Co-Insurance

Amount of Co-Insurance & Co-Insurers	SharePercent (%)	Suminsure (Baht)	Premium (Baht)			
			Net Premim	Stamp Duty	VAT	Total Premium
The Viriyah Insurance Public Company Limited	50.00 %	297,500,000.00	327,250.00	1,308.00	22,999.06	351,557.06
Dhipaya Insurance Public Company Limited	20.00 %	119,000,000.00	130,900.00	524.00	9,199.68	140,623.68
Deves Insurance Public Company Limited	20.00 %	119,000,000.00	130,900.00	524.00	9,199.68	140,623.68
Navakij Insurance Public Company Limited	10.00 %	59,500,000.00	65,450.00	262.00	4,599.84	70,311.84
Total Suminsure	100.00 %	595,000,000.00	654,500.00	2,618.00	45,998.26	703,116.26





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EFFECTIVE FROM 15 กรกฎาคม 2565 TO 31 ธันวาคม 2567

Insured CPN Residence Co., Ltd.  
and/or Its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors

Co-Insurance Clause

The subscription hereto of the Co-insurers are as mentioned below, and the Co-insurers, each for itself and not one for the others, are severally and independently liable only for the amount of proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total value Insured and shall in no event be responsible for the liability of the other Co-insurers.

Co-Insurers	Percentage of Participation	Policy No.
The Viriyah Insurance Public Company Limited	50.00 %	22100/POL/000089-304

Amount of Co-Insurance & Co-Insurers :

Sum Insured	297,500,000.00	Baht
Net Premium	327,250.00	Baht
Stamp Duty	1,308.00	Baht
VAT	22,999.06	Baht
Total Premium	351,557.06	Baht



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Co-Insurance Clause

The subscription hereto of the Co-insurers are as mentioned below, and the Co-insurers, each for itself and not one for the others, are severally and independently liable only for the amount of proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total value insured and shall in no event be responsible for the liability of the other Co-insurers.

Co-insurers	Percentage of Participation	Policy No.
Dhipaya Insurance Public Company Limited	20.00 %	14019-114-220003771

Net Premium	130,900.00	Baht
Stamp Duty	524.00	Baht
VAT	9,199.68	Baht
Total Premium	140,623.68	Baht



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THE VIRIYAH INSURANCE PUBLIC COMPANY LIMITED 121/28, 121/65 RS Tower, Ratchadapisek Rd., Dindaeng Bangkok 10400 THAILAND Tel 0-2129-8888 www.viriyah.co.th

DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 กรกฎาคม 2565 TO 31 ธันวาคม 2567

Insured CPN Residence Co., Ltd.  
and/or Its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors

Co-Insurance Clause

The subscription hereto of the Co-insurers are as mentioned below, and the Co-insurers, each for itself and not one for the others, are severally and independently liable only for the amount of proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total value insured and shall in no event be responsible for the liability of the other Co-insurers.

Co-Insurers	Percentage of Participation	Policy No.
Deves Insurance Public Company Limited	20.00 %	00/2022-E0010482-NP-NCR

Stamp Duty	524.00	Baht
VAT	9,199.68	Baht
Total Premium	140,623.68	Baht



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DETAILS OF THE INSURANCE

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EFFECTIVE FROM 15 กรกฎาคม 2565 TO 31 ธันวาคม 2567

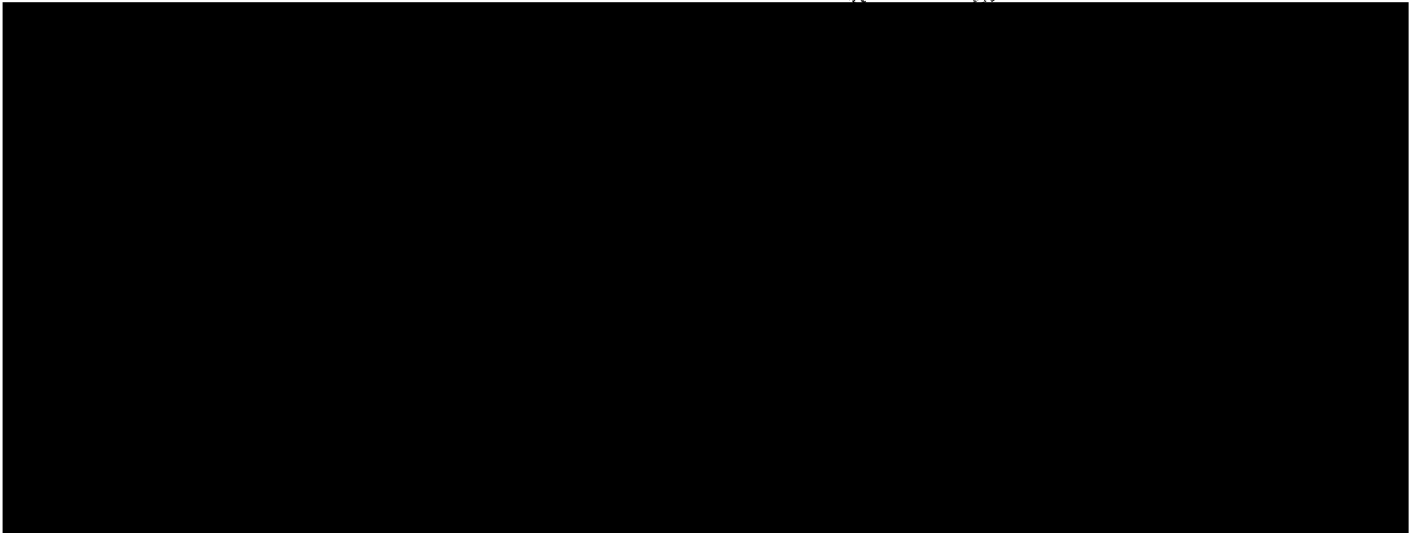
Insured CPN Residence Co., Ltd.  
and/or Its associate & Subsidiary Companies as a Principal and/or Main Contractor and/or Sub Contractors

Co-Insurance Clause

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Co-insurers	Percentage of Participation	Policy No.
The Navakij Insurance Public Company Limited	10.00 %	E01ESX-001-000 ( NKD-CECA-22 )

วิริยะประกันภัย





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### ADDITIONAL COST OF CONSTRUCTING INCOMPLETE OR UNBUILT

##### PORTIONS

This insurance extends to include, in the event of Damage to the permanent or temporary works for which liability has been admitted under this Section (or would have been admitted but for the application of the Claims Deductibles), the additional amount by which the cost of the permanent or temporary works uncommenced at the date of the Damage shall exceed the cost that would have been incurred but for the Damage,

Provided that the liability of the Insurers under this Extension shall solely relate to the effect of inflation on the cost of materials or usage of labour measured by the building indices forming part of the Price Adjustment Formula Indices produced by the National Economic Development Organisation. Subject to the limit shown in the Schedule.

This Extension does not include any amount:

- (a) that would have been incurred irrespective of whether the Damage had occurred
- (b) solely to expedite the completion of the Project or any part thereof at an earlier date than would have been attained had the said Damage not occurred
- (c) incurred in;
  - (i) redesigning, altering, adding to or improving the permanent and temporary works (except to the extent that such amounts are an unavoidable consequence of the Damage) or
  - (ii) rectification of defects or defaults or
  - (iii) elimination of any deficiencies carried out after the Occurrence or any increase in costs as a result of such redesigning, alteration, addition or improvement
- (d) resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the permanent or temporary works suffering Damage
- (e) in respect of any:
  - (i) additional insurance premiums
  - (ii) Head Office management expenses and/or overheads of any kind whatsoever
- (iii) idle time costs for Construction Equipment and/or labour
- (iv) additional finance charges or legal expenses
- (v) change to the works programme which would otherwise have occurred had it not been for the Damage
- (f) arising from or in respect of any other consequential losses not specifically provided for in this extension
- (g) incurred which is indemnified elsewhere under the Policy.





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#### ARCHITECTS', SURVEYORS' AND CONSULTANT ENGINEERS' FEES CLAUSE

It is hereby declared and agreed that the insurance by this Policy extends to include Architects', Surveyors' and Consultant Engineers' Fees (not exceeding those authorized under the Scales of the various institutions and/or Bodies regulating such charges prevailing at the time of the destruction of or damage) for Estimates, Plans, Specifications, Quantities, Tenders and Supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or by any other perils hereby insured against (but not such Fees for preparing a claim or estimate of loss) provided that the liability for such loss shall not exceed Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.

#### AUTOMATIC EXTENSION OF CONTRACT PERIOD CLAUSE

(3 MONTHS)

It is hereby declared understood and agreed that Insurers shall automatically extend the period of Insurance under the Policy for 3 months if there is any delay in completion of the contract subject to terms and additional premium to be agreed.

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

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

#### AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE / REINSTATEMENT

##### OF SUM INSURED AFTER LOSS CLAUSE

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

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

#### CANCELLATION CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this Policy may be cancelled at any time at the request of the Insured, the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be cancelled at the option of the Company by mailing to the Insured, at the address shown in this Policy, notice by registered mail, stating not less than 30 days; and the Company shall be liable to repay on demand the rateable proportion of the premium for the unexpired term from the date of the cancellation.





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#### CAMP AND STORES CLAUSE

The Sum Insured under item 1 (section 1) of the schedule is deemed to include an amount not exceeding Baht 20,000,000.00 any one occurrence and in aggregate in respect of site huts and their contents, labour camp, and stores owned by the insured and within the contract site.

#### CESSATION OF WORK

It is hereby declared and agreed that cover under the Policy shall not be suspended in the event of stoppage of work by the contractor on the contract site from any cause for a period not exceeding 60 days.

In the event of partial or total cessation of work the Insured shall and do all things reasonably practicable to protect the Insured Property.

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

#### 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 FAULTY DESIGN - DE 3 (1995)

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- (a) Property insured which is in a defective condition due to a defect in design, plan, specification materials, or workmanship of such property insured or any party thereof
- (b) Property insured lost or damaged to enable the replacement, repair or rectification of property insured excluded by (a) above

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.

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.







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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE

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

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.

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

#### CONTRACTOR AND EMPLOYEE'S PERSONAL EFFECT AND TOOL CLAUSE

"This policy is extended to cover such personal effects and tool of any of the Insured Contractor's officials and employees (Construction labour) whilst being kept in the Insured's building for which the Insured may elect to assume liability in accordance with the coverage hereof, but loss, if any, of such property shall be adjusted with and payable to the named Insured

THB.50,000 per person and THB.1,000,000.- any one occurrence and in aggregate during insurance period

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

#### Contractor and sub-contractors, maintenance period cover

(12 months)

It is hereby declared and agreed that the indemnity provided by Section III of the policy - third Party Liability- extends to include contractors and/or sub-contractors while carrying out duties in relation to the maintenance agreement during the maintenance period specified in the schedule.

#### COVER FOR INSURED CONTRACT WORKTAKEN OVER OR PUT INTO SERVICE CLAUSE (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 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 1 and happens during the period of cover excluding commercial operation.

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





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#### COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL

##### COMMOTION (SRCC) - (MR 001)

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 lockout or not) not being an occurrence mentioned in item 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 wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lockout,
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 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 shall 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





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

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 of the following occurrences, 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 toward 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. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

This 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.





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

THIRD PARTY LIABILITY EXTENDED TO INCLUDE CONTRACTORS/SUB

CONTRACTORS DURING MAINTENANCE PERIOD

(12 MONTHS)

It is hereby declared and agreed that the indemnity provided by Section III of the policy - third Party Liability- extends to include contractors and/or sub-contractors while carrying out duties in relation to the maintenance agreement during the maintenance period specified in the schedule.

#### COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS

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 insurance shall be extended to cover extra charges for overtime, night work, work on public holidays.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity: 20% of normal repair cost





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### CROSS LIABILITY CLAUSE

##### 1. Insurance Cover

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

provided always that

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

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

##### 2. Exclusions of particular significance for this endorsement

The Insurers shall not be liable for:

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

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

##### 3. Period of Insurance

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

##### 4. Limit of Liability & Additional Premium

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

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

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

#### DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the indemnity under Section I and II of this Policy extended to include the cost and expense necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the property insured destroyed or damaged by any peril hereby insured against not exceeding THB. 50,000,000.- any one occurrence and in aggregate during insurance period.

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





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### ERROR AND OMISSION CLAUSE

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

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

#### 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 sum insured

Upon completion of the Contract Works, the Insured shall furnish to the Insurer(s) a declaration of the actual contract price and if such price shall differ from the original contract price, the Premium will be adjusted accordingly by applying the agreed rate of the policy as stated in the schedule or any subsequent amended rating as may be agreed to the actual Contract Price.

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

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





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THE VIRIYAH INSURANCE

บริษัท วิริยะประกันภัย จำกัด (มหาชน) 121/28, 121/65 อาคารอาร์ เอส ทาวเวอร์ ถนนรัชดาภิเษก แขวงจตุจักร เขตจตุจักร กรุงเทพมหานคร 10400 โทร 0-2129-8888 www.viriyah.co.th ทะเบียนเลขที่ 0107555000139  
THE VIRIYAH INSURANCE PUBLIC COMPANY LIMITED 121/28, 121/65 RS Tower, Ratchadapisek Rd., Dindaeng Bangkok 10400 THAILAND Tel 0-2129-8888 www.viriyah.co.th

#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### EXPEDITING COST AND AIRFREIGHT CLAUSE

##### 1. Insurance Cover

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

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

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

##### 2. Period of Insurance

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

##### 3. Sum Insured & Additional Premium

3.1 The indemnity of this special clause is limited to 20% of normal repair costs in respect of any damage and the sum insured under this additional cover shall not exceed the total sum insured shown in the schedule.

3.2 The Additional Premium is calculated on the estimated total contract value and is included in the Total Premium shown in the Schedule.

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





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### EXTENDED MAINTENANCE PERIOD CLAUSE

(12 months)

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

1. Insurance Cover

1.1 It is agreed and understood that the Insurers will indemnify the Insured Contractor(s) solely for loss of or damage to the property insured under the Material Damage Section of this Policy, occurring during the Maintenance Period specified in the Schedule and only when it is caused by:

1.1.1 the Contractor(s) whilst at the contract site for the purpose of doing any work in order to comply with the maintenance obligations under the contract,

1.1.2 any act or omission of the Contractor(s) whilst at the contract site during the contract works period specified in the Schedule,

1.2 All terms, conditions, exclusions and endorsement of the Policy referring to or contained in the Material Damage Section shall apply insofar as they are not modified or replaced by the stipulations of this Endorsement,

2. Maintenance Period

The Maintenance Period shall commence for the entire works upon completion of commissioning and testing or whenever the works are taken over or taken into use, whichever is earlier. It shall end on the date specified in the Schedule. If individual parts of the works are tested, taken over or taken into use, the Maintenance Period shall begin and expire for each such part individually and shall not exceed the period in months specified in the Schedule. The Insured shall notify the Insurers of such gradual taking over.

3. Sum Insured & Additional Premium

3.1 The Sum Insured is identical to the estimated total contract value at completion of the contract works,

3.2 The Additional Premium due is calculated on the Sum Insured and shall be adjusted for any

4. Excess

It is agreed that for each and every occurrence giving rise to a claim under this additional cover the Insured shall be responsible for the Deductible(s) as stated in the Policy Schedule each and every loss.

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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### EXTENSION OF COVER FOR VIBRATION OR REMOVAL OR WEAKENING OF SUPPORT

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

Provided that :

1. Immediately upon discovery of damage to third party property, building or structure caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall suspend operations, carry out repairs and install additional supports to the damaged property. If the Insured shall fail to comply with this special provision the Insurers shall be under no liability for any claims in respect of the damaged property.
2. The Insurers shall not be liable for
  - (a) claims in respect of damage to buildings under demolition or declared by the relevant public authority to be dangerous.
  - (b) any expenses incurred in taking safety measures to prevent damage to third party property.
  - (c) claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.
  - (d) claims in respect of damage to property, building or structure which existed before the commencement of the Insured's operation.
  - (e) loss or damage to underground property of all kinds, water pipe, underground cable, conduits for sewage.
  - (f) The first 10% of loss or minimum Baht 80,000 whichever is higher per each claimant or each building
3. The liability of Insurers under this extension shall during the period of insurance not exceed Baht 20,000,000 any one occurrence and in aggregate.





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### FIRE EXTINGUISHING AND MITIGATION CLAUSE

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

It is further declared and agreed that the indemnity afforded by this special clause shall include (but not limited to) the payment of wages to Insured's employees (other than full-time members of a Works Fire Brigade) the cost of replenishing fire fighting appliances; and the cost lost, destroyed or damaged unless otherwise specifically insured.

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.

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





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### FIRE FIGHTING EXPENSES CLAUSE

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

this policy insured extends to include:

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

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 of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during insurance period,

All other terms and conditions remain unchanged.





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### INLAND TRANSIT CLAUSE (ALL RISKS)

This Policy extends to cover loss of or damage to the construction material insured under the Material Damage Section whilst such property is in transit by road vehicles within Thailand to the Contract Site.

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

The liability of the Insurer(s) under this extension shall not exceed the sum of Baht 30,000,000.00 in respect of any one conveyance and in the aggregate during the policy period.

It is agreed that for each and every occurrence giving rise to claim under this special clause the Insured shall be responsible for the first amount of Baht 20,000.00 each and every loss.

This extension excludes;

1. Theft loss unless there is an accident to the conveyance,
2. any loss or liability due to depreciation, delay, deterioration, change of temperature, humidity, loss of market, nor from any other consequential or indirect loss of any kind.
3. loss or shortage disclosed upon taking inventory
4. loss, damage or expenses caused by or resulting from wear and tear, mechanical breakdown, inherent vice latent defect, gradual deterioration or depreciation, moth, vermin, or while being worked on unless fire or explosion ensues and then only for direct loss or damage caused by such ensuing fire or explosion.
5. loss or damage caused by corrosion, rust, dampness, freezing atmospheric or temperature changes.
6. loss, damage or expense caused by or resulting from misappropriation secretion, conversion, infidelity of the Insured and/or the Insured's employee or worker.
7. loss or damage caused by nuclear fission, nuclear fusion or radioactive contamination,
8. loss or damage recoverable under any other insurance which would have attached if this insurance had not been effected. However, this insurance shall apply as excess insurance but in no event as contributing insurance,

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

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

#### LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained to the contrary in the general Conditions 4 of this Policy it is





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THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

hereby agreed that in the event of any occurrence which might give rise to a claim under the Policy the Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 45 days of its occurrence.

All other terms and conditions remain unchanged.

#### NOMINATED ADJUSTER CLAUSE

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

- McLarens (Thailand) Ltd.
- Sedgwick (Thailand) Ltd.
- AMP Adjustment Co., Ltd.
- GATS

#### OFF-SITE STORAGE CLAUSE

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

Provided that the said property is not covered by other policies and the liability of the Insurer(s) under this extension shall not exceed the sum of Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.

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

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





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### PLANS AND DOCUMENT CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover the Insured against the necessarily incurred costs of rewriting or re-drawing of plans and drawing or other contract documents lost, destroyed or damaged as a result of a peril insured.

Such indemnification shall however be limited to:

- a) the cost of labour and printing costs expended in such re-writing or redrawing including all necessary overtime working or research,
- b) a maximum amount payable of Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.

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

#### PREMIUM PAYMENT WARRANTY CLAUSE

The Insured undertakes that premium will be paid in full to Underwriters within 90 days of inception of this policy (or, in respect of installment premiums or declaration premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 90 days from the inception of this policy (and, in respect of installment premiums or declaration premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

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

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

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





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THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### Preventive measures clause

It is hereby agreed that in the event of actual damage to the insured property (or impending loss, subject to prior notice and approval of the Underwriters), the Underwriters shall be liable for such reasonable expenses as may be necessary to prevent, mitigate or reduce such damage which would have been recoverable under this Contract of Insurance.

Limit of Liability: 50,000,000.- any one occurrence and in aggregate

#### PRINCIPAL'S EMPLOYEES WHO NOT RELATED WITH THE PROJECT COVERED

##### AS THIRD PARTY CLAUSE

Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period

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

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

Limit of Indemnity: as per the limits stated in the Policy Schedule.

#### PRINCIPAL'S EMPLOYEES AND REPRESENTATIVE CLAUSE

Limit of Liability : THB. 50,000,000.- any one occurrence in aggregate during insurance period

The insurance under section iii of this Policy is extended to included employee(s) and/or representative(s) of the principal and their personal properties (other than the employees and/or workers who are performing the contract insured) as the 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.





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#### DETAILS OF THE INSURANCE

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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### PUBLIC AUTHORITY CLAUSE

It is hereby agreed that the insurance under this Policy is extended to Indemnify the insured in respect of such additional costs and expenses of reinstatement of the destroyed or damaged property thereby insured as may be incurred by reason of the necessity to comply with building or other regulations under or framed in pursuance of any government act or by-laws or any municipal or local authority provided that:

- a) The amount recoverable under this extension shall not include the cost incurred in complying with any of the aforesaid regulations or bye-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

The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within 18 months after destruction or damage or within such further time as the Insurer may in writing allow and also agreed that the reinstatement of the destroyed or damaged property can be carried out wholly or partially upon another site (if the aforesaid regulations or by-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

#### SUDDEN AND ACCIDENTAL POLLUTION AND CONTAMINATION CLAUSE

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







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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### TEMPORARY SITE OFFICE AND OFFICE EQUIPMENT CLAUSE

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

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.

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

#### TEMPORARY ACCESS ROAD

Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period

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

#### TEMPORARY PROTECTION CLAUSE

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

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

The Limit of Indemnity under this special clause shall in no case exceed Baht 50,000,000.00 any one occurrence and in aggregate during insurance period.





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EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### TEMPORARY REMOVAL CLAUSE

Subject to the following provisions, the property insured by this policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed elsewhere on the same or to any other premises than that stated in the policy. The amount recoverable under this extension shall not exceed Baht 50,000,000.00 in respect of each items under this policy provided always that the insured shall inform the company within 7 days of such removal of the insured property.

All other terms and conditions remain unchanged.

#### TEMPORARY WORKS CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover "temporary works and building" (property in connection with civil engineering work)

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.

#### TEMPORARY REPAIRS CLAUSE

In the event of any part of the Insured property sustaining damage for which the Company is liable the indemnity provided by this Policy is extended to include such cost necessarily incurred in order to made reasonable repairs, temporary or permanent provided such repairs are confined solely to the protection of the property from further damage and provided further that the Insured shall keep an accurate record of such repair expenditures. The Limit of liability under this clause shall included in the sum insured.

Limit of Indemnity : Baht 50,000,000.00 any one occurrence and in aggregate during the policy period.





วิริยะประกันภัย  
THE VIRIYAH INSURANCE

บริษัท วิริยะประกันภัย จำกัด (มหาชน) 121/28, 121/65 อาคารอาร์ เอส ทาวเวอร์ ถนนรัชดาภิเษก แขวงดินแดง เขตดินแดง กรุงเทพมหานคร 10400 โทร 0-2129-8888 www.viriyah.co.th ทะเบียนเลขที่ 0107555000139  
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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### 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 such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after apply a deductible of 20% of the loss amount or the deductible stated under s below, whichever is the greater.

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

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

Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period.

Deductible : 10% of loss or minimum THB. 80,000.- (whichever is higher) each and every loss

#### 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 of insurance.

Limit of Liability : THB. 20,000,000.- any one occurrence and in aggregate during insurance period

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





วิริยะประกันภัย  
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THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### WAIVER OF SUBROGATION RIGHT CLAUSE

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

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

#### 72 HOURS CLAUSE

Any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by windstorm, flood, earthquake, shall each be deemed as a single event and to be one loss and shall constitute one occurrence with regard to the deductible applicable. For the purposes of application of deductible the commencement of any such seventy two (72) hour period shall be decided at the discretion of the Insured. However, there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time,

#### TOTAL ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claims or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos, or any materials containing asbestos in whatever form or quantity.





วิริยะประกันภัย  
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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### CYBER RISK EXCLUSION

This Policy does not apply to and specifically excludes losses of 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, and extranet or a virtual private network.
- b) The electronic transmission of data 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 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

Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent)

All other terms, conditions and exclusion of this Policy remain unchanged.





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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### 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.

#### FULL NUCLEAR EXCLUSION (NMA 1975)

- i) Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975(a) and;
- ii) Any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause not contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense arises under insurances expressly exempted from NMA 1975(a) in respect of which the Insurer has specifically granted cover.

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





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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### Political Risk Exclusion Clause

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely :

1. Permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
2. Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
3. the destruction of property by order of any public authority

#### เอกสารแนบท้ายว่าด้วยข้อจำกัด และข้อยกเว้นเกี่ยวกับมาตรการคว่ำบาตร

#### (Sanction Limitation and Exclusion Clause)

เอกสารแนบท้ายนี้ให้ถือเป็นส่วนหนึ่งของกรมธรรม์ประกันภัยฉบับนี้ เป็นที่ตกลงว่า หากข้อความใดในเอกสารแนบท้ายนี้ ขัดหรือแย้งกับข้อความที่ปรากฏในกรมธรรม์ประกันภัย หรือเอกสารแนบท้ายฉบับอื่น ให้ใช้ข้อความตามที่ปรากฏในเอกสารแนบท้ายนี้บังคับแทน

กรมธรรม์ประกันภัยนี้ไม่คุ้มครองการเรียกร้องค่าสินไหมทดแทน หรือผลประโยชน์ใดๆ ตามกรมธรรม์ประกันภัย หากการให้ความคุ้มครองการชดเชยค่าสินไหมทดแทน หรือการให้ผลประโยชน์เช่นนั้น อาจทำให้บริษัทมีความเสี่ยงต่อมาตรการคว่ำบาตร หรือข้อห้ามหรือข้อจำกัดภายใต้มติขององค์การสหประชาชาติ หรือการคว่ำบาตรทางการค้าหรือทางเศรษฐกิจ กฎหมายหรือกฎระเบียบของ สหภาพยุโรป ประเทศญี่ปุ่น สหราชอาณาจักร หรือประเทศสหรัฐอเมริกา

ทั้งนี้ข้อตกลงภายใต้เอกสารแนบท้ายนี้ยังคงอยู่ภายใต้บังคับของข้อยกเว้น เงื่อนไขทั่วไปและข้อความอื่นๆ ในกรมธรรม์ประกันภัยฉบับนี้ในส่วนที่ไม่ได้มีการแก้ไข เปลี่ยนแปลง หรือเพิ่มเติมโดยเอกสารแนบท้ายนี้





วิริยะประกันภัย  
THE VIRIYAH INSURANCE

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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### SEEPAGE POLLUTION AND CONTAMINATION CLAUSE

This Insurance does not cover any liability for:-

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

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached







วิริยะประกันภัย  
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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### WAR AND TERRORISM EXCLUSION

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

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

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and (2) above.

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

All other terms and conditions remain unchanged.





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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### COMMUNICABLE DISEASE EXCLUSION LMA 5394

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with 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.
2. 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:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.





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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### PROPERTY CYBER AND DATA ENDORSEMENT LMA 5400

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

#### Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System





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THE VIRIYAH INSURANCE

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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

8. Cyber Incident means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
  - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.





**วิริยะประกันภัย**  
THE VIRIYAH INSURANCE

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#### DETAILS OF THE INSURANCE

THIS DOCUMENT IS PART OF THIS POLICY (NO. 22100/POL/000089-304)

EFFECTIVE FROM 15 July 2022 TO 31 December 2024

#### PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019





วิริยะประกันภัย  
THE VIRIYAH INSURANCE

บริษัท วิริยะประกันภัย จำกัด (มหาชน) 121/28, 121/65 อาคารอาร์ เอส ทาวเวอร์ ถนนรัชดาภิเษก แขวงดินแดง เขตดินแดง กรุงเทพมหานคร 10400 โทร 0 2129 8888 www.viriyah.co.th ทะเบียนเลขที่ 0107555000139  
THE VIRIYAH INSURANCE PUBLIC COMPANY LIMITED 121/28, 121/65 RS Tower, Ratchadapisek Rd., Dindaeng Bangkok 10400 THAILAND Tel. 0 2129 8888 www.viriyah.co.th

## CONTRACT WORKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to THE VIRIYAH 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

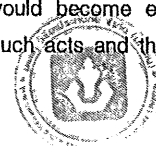
- 1 The Insured at his own expense shall take all reasonable precaution to prevent loss, damage or liability and to comply with sound engineering practice, statutory, requirements and manufacturers' recommendations designed to ensure the safe working of plant and equipment. The Insured shall also maintain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

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

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

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

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





6 Arbitration clause : In case of any disputes, differences or claims arising out of this policy between the company and person(s) who has/have right of claims under this policy, the company shall, it person (s) who has/have right of claims wishes, agree to settle such disputes, differences or claims through Arbitration in accordance with the Department of Insurance's directive on Arbitration.

7 In the event of

7.1 material change in the risk;

7.2 the termination of the Contract by the Principal,

7.3 withdrawal from the Contract by any main Contractor;

7.4 stoppage of work occasioned by any other cause, except seasonal interruption, for a period exceeding one calendar month; this policy shall be avoided unless its continuance be admitted by endorsement signed by and on behalf of the Insurers.

8 This insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

## 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.





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## Section I

### ***BUILDING AND CIVIL ENGINEERING WORKS***

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

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

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

### **EXCLUSIONS**

The Insurers shall not be liable for:

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

### **PERIOD OF INSURANCE**

#### **Construction Period**

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

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







#### Maintenance Period

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

#### SUM INSURED

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

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

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

#### LOSS SETTLEMENT

##### 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, 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.





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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 placement, 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.





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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, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sum insured bears to the amount required to be insured.





### Section III

#### THIRD PARTY LIABILITY

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

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

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

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

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

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

#### EXCLUSIONS

The Insurers will not indemnify the Insured in respect of

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

#### SPECIAL 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 or such claim or claims ) and thereafter the Insurers shall be under no further liability in respect of such claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.

