

### 7.13 ตัวอย่างแผนปฏิบัติการฉุกเฉินกรณีเกิดแผ่นดินไหว



FOUR SEASONS  
HOTEL  
BANGKOK AT CHAO PHRAYA RIVER

# FOUR SEASONS HOTEL BANGKOK AT CHAOPHRAYA RIVER

|             |               |
|-------------|---------------|
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**7.14 ตัวอย่างเอกสารจัดทำประกันภัยที่เกิดต่อชีวิต ทรัพย์สิน และร่างกาย  
สำหรับชดเชยให้แก่ผู้ที่อยู่โดยรอบพื้นที่โครงการ**



For attachment to Policy No. **0300A03344**, to complete said policy, of **AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED**

## ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other \_\_\_\_\_

Part occupied by **named insured** (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein

## SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Limits of Liability                                                                                                                                                                              |                                      |                        |      | Coverages                                      |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| each person                                                                                                                                                                                      | each occurrence                      | aggregate              |      |                                                |                                                                                                                                |
| Bht. XXXXXXXXXXXXX                                                                                                                                                                               | Bht. XXXXXXXX                        | Bht. XXXXXXXXXXXXXXXXX |      | A---Bodily Injury Liability                    |                                                                                                                                |
| <del>XXXXXXXXXXXXXX</del>                                                                                                                                                                        | Bht. XXXXXXXX                        | Bht. XXXXXXXXXXXXXXXXX |      | B---Property Damage Liability                  |                                                                                                                                |
| Advance Premiums                                                                                                                                                                                 |                                      | Rates                  |      | Premium Bases                                  | Code No. Description of Hazards                                                                                                |
| Bodily Injury                                                                                                                                                                                    | Property Damage                      | B.I.                   | P.D. |                                                |                                                                                                                                |
| <b>Limit of Liability</b><br>For Bodily Injury and Property Damage with a combined single limit of US\$2,000,000.- any one occurrence and in aggregate as per Single Limit Endorsement attached. |                                      | Combined               |      |                                                | <b>Premises – Operations</b><br><br><b>Premises:</b><br>As per list attached<br><br><b>Operations:</b><br>As per list attached |
| Included                                                                                                                                                                                         |                                      | Per Elevator           |      | Number Insured                                 | Elevators (Number at Premises)<br>Covered, if any                                                                              |
| N/A                                                                                                                                                                                              |                                      | Per Cost               |      | Cost                                           | Independent Contractors<br>Not Covered                                                                                         |
| N/A                                                                                                                                                                                              |                                      | (a) Per Receipts       |      | (a) Receipts                                   | Completed Operations<br>Not Covered                                                                                            |
| N/A                                                                                                                                                                                              |                                      | (b) Per Sales          |      | (b) Sales                                      | Products<br>Not Covered                                                                                                        |
| Bht. 80,000.00                                                                                                                                                                                   | Total Advance B.I. and P.D. Premiums |                        |      | Form numbers of endorsements attached at issue |                                                                                                                                |
| Stamp Duty (0.4%) Bht. 32                                                                                                                                                                        | VAT (7%) Bht. 5,622.40               |                        |      |                                                |                                                                                                                                |
| Bht. 85,942.40                                                                                                                                                                                   | Total Advance Premium                |                        |      |                                                |                                                                                                                                |

(Over)

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the **premises** whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
5. **"Sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

## I. COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of

### A. bodily injury or

### B. property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's** products or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any **automobile** or aircraft owned or operated by or rented or loaned to the **named insured**, or
  - (2) any other **automobile** or aircraft operated by any person in the course of his employment by the **named insured**; but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to the **named insured**;
- (c) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;
- (d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by the **named insured**; but this exclusion does not apply to **bodily injury** or **property damage** included within the **products hazard** or the **completed operations hazard** or resulting from operations performed for the **named insured** by independent contractors or to liability assumed by the **insured** under an **incidental contract**;
- (e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the **insured** under an **incidental contract**, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (f) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;

- (g) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any-similar law;
- (h) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
- (i) to **property damage** to
  - (1) property owned or occupied by or rented to the **insured**,
  - (2) property used by the **insured**, or
  - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;
- (j) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (k) to **bodily injury** or **property damage** resulting from the failure of the **named insured's** products or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;
- (l) to **property damage** to the **named insured's** products arising out of such products or any part of such products;
- (m) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
- (n) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's** products or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) to **property damage** included within:
  - (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
  - (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
  - (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;



- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law;
  - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage A**—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed**

**operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate".

**Coverage B**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

### IV. POLICY PERIOD: TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.



**CONTRACTUAL LIABILITY INSURANCE**  
(Designated Contracts Only)

For attachment to Policy No. **0300A03344**, to complete said policy, of **AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED**

**ADDITIONAL DECLARATIONS**

Location of all premises owned by, rented to or controlled by the **named insured** ( ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS )

**SCHEDULE**

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Limits of Liability                                                                   |                   |                                   | Coverages                                 |                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------|-------------------|-----------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| each person                                                                           | each occurrence   | Aggregate                         |                                           |                                                                                                                                                                                                             |
| Bht. xxxxxxxxxxxx                                                                     | Bht. xxxxxxxxxxxx | <del>Aggregate</del>              | Y---Contractual Bodily Injury Liability   |                                                                                                                                                                                                             |
| <del>each person</del>                                                                | Bht. xxxxxxxxxxxx | Bht. xxxxxxxxxxxxxxxxxxxxxxxxxxxx | Z---Contractual Property Damage Liability |                                                                                                                                                                                                             |
| Advance Premiums                                                                      |                   | Rates                             |                                           | Code No.                                                                                                                                                                                                    |
| Bodily Injury                                                                         | Property Damage   | B.I.                              | P.D.                                      |                                                                                                                                                                                                             |
| <b>Limit of Liability</b><br><b>Included in the Coverage Part</b><br><b>No. C 684</b> |                   | (a) Per Contract                  | (a) Number                                | <b>Designation of Contract</b><br><br>All written contracts entered into by the insured, excluding any contract provision in which the insured assumes liability for the Sole Negligence of any indemnitee. |
|                                                                                       |                   | (b) Per \$100 of Cost             | (b) Cost                                  |                                                                                                                                                                                                             |
| Bht                                                                                   | <b>Included</b>   | <b>Included</b>                   | Total Advance B.I. and P.D. Premiums      |                                                                                                                                                                                                             |
| Form numbers of endorsements attached at issue                                        |                   |                                   |                                           |                                                                                                                                                                                                             |
| Bht                                                                                   | <b>Included</b>   | Total Advance Premium             |                                           |                                                                                                                                                                                                             |

When used as a premium basis:

"cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

(Over)



## I. COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY

### COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as **damages** because of

#### Y. bodily injury or

#### Z. property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any **suit** against the **insured** seeking **damages** on account of such **bodily injury** or **property damage**, even if any of the allegations of the **suit** are groundless, false or fraudulent, and may make such investigation and settlement of any claim or **suit** as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any **suit** after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) if the **insured** or his indemnitee is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured** or indemnitee, including
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services;
- (b) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (c) to **bodily injury** or **property damage** for which the indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;
- (d) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (e) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (f) to **property damage** to
  - (1) property owned or occupied by or rented to the **insured**,
  - (2) property used by the **insured**, or
  - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
- (g) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (h) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;
- (i) to **property damage** to the **named insured's products** arising out of such products or any part of such products;
- (j) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (k) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (l) to **property damage** included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

## III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or **suits** brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage Y**—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each **occurrence**".

**Coverage Z**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages Y and Z**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

## IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**contractual liability**" means liability expressly assumed under a written contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**suit**" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

## V. POLICY PERIOD: TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.

## VI. ADDITIONAL CONDITION

### Arbitration

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.





บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
AIG Insurance (Thailand) Public Company Limited

สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพหลโยธิน แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330  
Head Office, 989, Siam Piwat Tower, 21<sup>st</sup> and 23<sup>rd</sup> Floor, Rama I Road, Patumwan, Bangkok 10330, Thailand  
Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999  
ทะเบียนเลขที่ บจก. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษี / Tax ID. 0107554000283

Policy No. 0300A03344

- Business** : Principally Hoteliers, Property Owners, Property Landlord, Rail tier, Manager of Convention/Banquet Facilities, Restaurant and all others related business and any other activity connected therewith or any other activity of the Insured with which they may become involved.
- Location of Risk** : Charoenkrung 62 Road, Yannawa, Bangkok (Shared Use Area)
- Shared Use Area** :  
1. Main gate entrance  
2. Main entryway and approach  
3. Boundary fence  
4. River wall  
5. Waterfront Promenade  
6. Pier  
7. Basement carpark and ramp  
8. Nursery  
9. Shared service and fire truck route  
10. Helipad & Stairway to Helipad  
11. Boat Waiting area & Pontoon  
12. Carpark  
13. All Common areas and/or ambiguation areas within Insured's Location only
- Territory** : Thailand and extend to Worldwide excluding Russia and Republic of Belarus in respect of Temporary Overseas Visit
- Jurisdiction** : Thailand





บริษัท เอไอเอ ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
AIG Insurance (Thailand) Public Company Limited

สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพระรามที่ 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330  
Head Office, 989, Siam Piwat Tower, 21<sup>st</sup> and 23<sup>rd</sup> Floor, Rama I Road, Patumwan, Bangkok 10330, Thailand  
Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999  
ทะเบียนเลขที่ บมจ. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษี / Tax ID. 0107554000283

Policy No. **0300A03344**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that:-

1. The cost of defense, litigation fees or any other court fees or expenses incurred by the company or taxed against the insured in any suit defended by the company shall be include to the limit of liability stated in the attached Coverage Part No. **C 684**.
2. The coverage afforded under this policy shall be restricted or limited to claims made, suits filed or judgements rendered within the **Kingdom of Thailand**.
3. The insurance under this policy is extended to include:
  - 3.1 Advertising Signs and Decoration Liability Clause
  - 3.2 Automatic Extension of Insurance Period (30 days) (Rate & Term to be agreed) (Pro-rata premium)
  - 3.3 Notice of Cancellation Clause (60 days)
  - 3.4 Canteen, Social, and Recreational Activities
  - 3.5 Car Park Liability
  - 3.6 Valet Services Liability
  - 3.7 Catering Service Extension
  - 3.8 Contractual Liability excluding sole negligence
  - 3.9 Contingent Liability for Non-owned and Hired Automobile in Excess of Primary Auto Insurance or minimum of USD 35,000 whichever is higher by the insured  
(Limit : USD 1,000,000 any one accident and in aggregate)
  - 3.10 Consequential Loss to Third Party  
(Limit : USD 150,000 any one accident and in aggregate)
  - 3.11 Cross Liability
  - 3.12 Contingent Liability for unlicensed vehicles or Equipment
  - 3.13 Damage to Leased/Rented Premises to the hotel (Tenant's Liability)
  - 3.14 Defective Sanitary Arrangement, Flood, Fumes and Water Pollution
  - 3.15 Employees Personal Effects Clause  
(Limit: USD 2,500 per person and USD 250,000 any one occurrence and in aggregate)
  - 3.16 Exhibition Liability
  - 3.17 Wrongful Arrests, Imprisonment, Wrongful Eviction by The Insured
  - 3.18 Fire, Explosion and Smoke Liability including explosion of any boiler, Pressure Vessel or other Plants Owned or Operated by the Insured)
  - 3.19 Fire Brigade Charges
  - 3.20 First Aid Facilities Clause
  - 3.21 Food and Drink Liability Clause
  - 3.22 Indemnity to Director & Executive Employees
  - 3.23 Insured to include any officer, director or employee of the Insured.
  - 3.24 Loading and unloading Clause
  - 3.25 Loss Notification Clause (60 days)
  - 3.26 Elevator, Lifts & Hoist's Liability Extension
  - 3.27 Mis-description
  - 3.28 Minor Construction, Sub-Contractors Liability Clause Maximum contract value: USD 150,000 per contract  
(Limit: USD 50,000 per occurrence and in aggregate)





บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)

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Policy No. **0300A03344**

- 3.29 Premise Medical Payment  
(Limit: USD 2,500 per person/guest and USD 250,000 any one occurrence and in aggregate)
- 3.30 Social / Recreation Activities
- 3.31 Sprinkler Leakage Liability
- 3.32 Strike, Riot
- 3.33 Sudden & Accidental Pollution – 72 hours
- 3.34 Extension to Overseas Visits
- 3.35 Water Damage Liability Clause
- 3.36 Waiver of Subrogation
- 3.37 Work Away Clause

4. The insurance under this policy shall not cover:

- 4.1 Asbestos and Silica
- 4.2 Absolute Lead
- 4.3 Absolute Cyber
- 4.4 Communicable Disease
- 4.5 Concessions Liability
- 4.6 Completed Operation and Product Liability
- 4.7 Professional Liability
- 4.8 Pure Financial Loss
- 4.9 Property in care, custody or control by the insured
- 4.10 Sanctions, Embargo and Prohibited Transactions
- 4.11 Terrorism exclusion with an amendment to the war
- 4.12 Any liability arising out of any massage activities / Tour operation.
- 4.13 Sexual Abuse or Molestation
- 4.14 Passenger Liability
- 4.15 Marine Liability
- 4.16 Territory Restriction Endorsement
- 4.17 Per-and Polyfluoroalkyl Substances (PFAS)

5. The insured shall be responsible for the first amount the following;

- **US\$ 150.-** each and every loss for Third Party Property damage.

Other terms, conditions, provisions and exclusions remain unchanged.



**ADVERTISING SIGNS & DECORATIONS**

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

This policy indemnifies all sums which the insured shall become legally liable to pay as compensation for **bodily injury** or **property damage** arising out of the insured's advertising signs and decorations and the like.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

**AUTOMATIC EXTENSION OF INSURANCE PERIOD (30 DAYS) (RATE & TERM TO BE AGREED) (PRO-RATA PREMIUM)**

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

At the request of the insured the insurance by this policy may be extended for a period of **30 days** months from the expiry date stated in the schedule. Should the insured request such extension, the company will be entitled to an additional premium calculated by additional premium to be agreed and/or on a pro-rata basis at the rates applying during the expiring period of insurance.

All other terms and conditions remain unchanged.

**NOTICE OF CANCELLATION (60 DAYS)**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The company may cancel this policy by giving notice to the insured at the most recent address known via registered mail at least 60 days before the cancellation takes effect, in which case the company shall repay a rateable proportion of the premium after deducting the premium charged for the period in force.

The insured may terminate this policy by giving the company a notice in writing, in which case the company will retain the customary short period rate for the time the policy has been in force which is:

**The Customary Short Period Rate**

If the period of insurance is less than 1 year, these rates shall apply : -

| Period of insurance |                       | Percentage of a 1 year premium |
|---------------------|-----------------------|--------------------------------|
| From (month)        | But less than (month) |                                |
| -                   | 1                     | 15                             |
| 1                   | 2                     | 25                             |
| 2                   | 3                     | 35                             |
| 3                   | 4                     | 45                             |
| 4                   | 5                     | 55                             |
| 5                   | 6                     | 65                             |
| 6                   | 7                     | 75                             |
| 7                   | 8                     | 80                             |
| 8                   | 9                     | 85                             |
| 9                   | 10                    | 90                             |
| 10                  | 11                    | 95                             |
| 11                  | 12                    | 100                            |

All other terms and conditions remain unchanged.



#### **CANTEEN & RECREATIONAL ACTIVITIES**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This policy is extended to cover the insured's liability arising out of the management of any canteen, social and welfare organisation by the insured for the benefit of the employees.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

#### **CAR PARK LIABILITY EXTENSION**

It is hereby agreed and noted that the insurance afforded by this policy is extended to cover liability of the Insured for damages to the tenants and/or

Third Party's vehicles caused by :

- (a) Fire
- (b) Explosion, except explosion of tires
- (c) Collision due to wrong traffic signaling given by the security guards, and
- (d) Falling objects dropped from the Insured's buildings including damage caused by material impact, even in the case of windstorm.

Special Conditions :

- (1) Losses or damages caused to vehicles by theft or burglary and/or any perils other than those mentioned above are not covered.
- (2) Losses or damages to vehicles owned by or rented to the Named Insured or partners or members of the Insured are not covered.
- (3) The Insurer shall waive any subrogation rights which the insurer may have against the security guard company.

#### **VALET SERVICES EXTENSION**

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

This policy extends to include legal liability for compensation in respect of bodily injury to or illness of any person or loss of or damage to property caused by or in connection with or arising from any motor vehicle belonging to the insured's customers and guests whilst driven by the insured's valets directly to any from the insured's car park at the insured's premises.

Provided that :

It shall be a condition precedent of liability of the company that the insured shall :

- i) take all reasonable precedent to prevent loss of or damage to any motor vehicle belonging to the Insured's customers or guests and third party
- ii) the Insured's valet holds a valid license and is not disqualified from holding a license to drive a motor vehicle and whilst not being under the influence of alcohol or drug to the extent of being unable to control the motor vehicle.

Limit of Liability : [Included in Car Park Liability]

All other terms and conditions remain unchanged.



**CATERING SERVICE EXTENSION ENDORSEMENT**

For the purpose of this extension, the business of the Insured shall extend to include the management and operation of the Insured's External Catering Service and the Description of Risk shall for the sole purpose of this Service be amended to include work away from the Premises stated in the Schedule of this Policy.

Always provided such service shall be limited to Thailand.

The company's liability under this extension and Policy shall not exceed the limits of liability stated under Declarations.

**CONTINGENT LIABILITY FOR NON-OWNED AND HIRED AUTOMOBILE IN EXCESS OF PRIMARY AUTO INSURANCE OR MINIMUM OF USD 35,000 WHICHEVER IS HIGHER BY THE INSURED**

This policy is extended to cover the Insured in respect of injury and/or Damage happening during the Period of Insurance arising out of and in connection with the use of any owned, hired and/or non-owned Motor vehicle by any authorized employee including driving by employee of such hired and non-owned vehicle company) of the Insured in the course of the Insured's business.

Provided that the authorized employee driving the Motor Vehicle is permitted in accordance with the applicable licensing or other laws or regulations to drive the said Motor Vehicle and is not disqualified by order of a court of law.

Provided that if the claim so submitted is covered by any other more specific insurance, then this Policy shall not insure the same except only as regard any excess beyond the limit of Liability covered by such more specific insurance.

(Limit : USD 1,000,000 any one accident and in aggregate)

**CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE**

It is hereby declared and agreed that the insurance under this policy is extended to cover consequential loss to third party due to bodily injury/death or property damage arising from the business of the insured.

All other terms and conditions remain unchanged.

(Limit : USD 150,000 any one accident and in aggregate)



**CROSS LIABILITY CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that: -

The inclusion of more than one corporation, person, organization, firms of entity as insured under this policy, shall not in any way effect the rights of any such corporation, person, organization, firms or entity, either as respects any claim, demand, suit or judgement made, brought or recovered, by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firms or entity in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one person or interest had been named insured.

**CONTINGENT LIABILITY FOR UNLICENSED VEHICLES OR EQUIPMENT CLAUSE**

It is hereby agreed that legal liability as covered by this Policy shall extend to include liability arising from the ownership or use, in the course of the Insured's business, of any mechanically propelled vehicles or equipment which are not licensed for use on the public road but only for the amount above that which is covered by any other specific insurance policy (*used within the premises of the Insured or to be agreed*).

**DAMAGE TO LEASED OR RENTED PREMISES CLAUSE**

Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured against their legal liability for loss or damage to any premises leased, rented or tented to the insured.

**DEFECTIVE SANITARY ARRANGEMENT, FLOOD, FUMES AND WATER POLLUTION CLAUSE**

Notwithstanding anything contained therein to the contrary under Exclusion of the policy, it is hereby declared and agreed the company shall not be liable for bodily injury, smoke, disease, loss or damage caused by or through or in connection with water pollution, fumes to persons or property unless proved to have been caused by immediate accidental discharge due to defective drains, sewers or sanitary arrangements.

All other terms and conditions remain unchanged.

**EMPLOYEE PERSONAL EFFECTS LIABILITY CLAUSE**

Notwithstanding anything contained herein the contrary, it is hereby declared and agreed that this policy shall extend to include liability as within defined for accidental loss of or damage to property belonging to persons in the service of the Insured.

(Limit: USD 2,500 per person and USD 250,000 any one occurrence and in aggregate)



**EXHIBITION LIABILITY CLAUSE**

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

Notwithstanding anything contained herein to the contrary, it is hereby agreed that legal liability as covered by this Policy shall extend to include liability arising through or in connection with the Insured's attendance or participation in or at any exhibition, trade fair, demonstration, conference or similar event anywhere within Thailand, including any legal liability for loss or damage to the premises or site where such event is being held but only for the amount above that which is covered by any other specific insurance policy.

All other terms and conditions remain unchanged.

**WRONGFUL ARREST, IMPRISONMENT, WRONGFUL EVICTION BY THE INSURED**

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

This policy is extended to indemnify the insured for liability directly or indirectly caused by false arrest, imprisonment, detainment, wrongful eviction of any person caused by the fault or negligence of the insured or of any person in the insured's service engaged in the insured's business as described in the policy.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

**FIRE, EXPLOSION AND SMOKE LIABILITY INCLUDING EXPLOSION OF BOILER, PRESSURE VESSEL OR OTHER PLANTS OWNED OR OPERATED BY THE INSURED**

Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured against their legal liability for third party bodily injury or for damage to third party property (as defined) arising through or in connection with any fire or explosion.

**EXTENSION AMENDMENT ENDORSEMENT**

It is hereby agreed and understood that the following Extension is added to the Policy:

**FIRE BRIGADE CLAUSE**

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

This policy is extended to indemnify the insured against all sums which the insured shall become legally liable to pay as compensation for claims made in respect of damage to the property of third parties arising out of the use of water or chemical by the Fire Service Department to extinguish a fire in the insured's described premises.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

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



### **FIRST AID FACILITIES**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that the policy shall extend to include the Insured's liability for death or bodily injury arising out of the administration of first aid by the Insured's employees.

Notwithstanding the foregoing the Company shall not be liable for:-

- a) Death of or bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of such service or apprenticeship or to a member of the Insured's family or household.
- b) Compensation under any workmen's compensation or employer's liability law,
- c) Any act of negligence, omission or neglect of any qualified member of the medical profession or any employee or voluntary worker of any hospital or clinic or ambulance organisation.

All other terms and conditions remain unchanged.

### **FOOD AND DRINK CLAUSE**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this policy extends to indemnify the Insured against all sums which the Insured shall become legally liable to pay for compensation in respect of claims for death or illness due or alleged to be to Food and Drink supplied by the Insured at the above mentioned Premises or to anything contained or alleged to have been contained is such Food and Drink.

### **INDEMNITY TO DIRECTORS AND EXECUTIVE EMPLOYEES**

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

The insurance provided by this policy is extended to indemnify director or executive employee of the insured for legal liability (including costs and expenses incurred with the company written consent) in respect of accidental bodily injury and property damage (both as defined in the policy) happening within the Territorial Limits during the period of Insurance.

Provided that:-

- (a) the company shall not be liable under this extension in respect of any liability directly or indirectly arising from the pursuit or exercise by such director or executive employee of any employment business or profession other than in connection with the insured's business.
- (b) such extension or executive employee is normally resident in Thailand and is not entitled to indemnity under any other insurance policy.
- (c) the extension by this endorsement shall not apply to liability in respect of bodily injury to any person under a contract of service or apprenticeship with the director or executive employee where the injury arises out of and in the course of such employment or service.
- (d) such director or executive employee shall as though he were the insured observe fulfill and be subject to the terms, conditions and exception of this policy.
- (e) the total amount payable by the company exclusive of costs and expenses incurred with their written consent whether in respect of indemnity to the insured or director or executive employee referred to in this endorsement or in all shall not exceed the limit of liability mentioned in the schedule.

All other terms and conditions remain unchanged.



**INSURED TO INCLUDE ANY OFFICER, DIRECTOR OR EMPLOYEE OF THE INSURED**

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

It is declared and agreed that as far as concerns **bodily injury** or **property damage** for which the insured is responsible and happening in connection with the carrying out of work for any officer, director or employee of the insured. The company will at the request of the insured treat that officer or director or employee of the insured as though they were also insured under this policy.

In the event of any officer, director or employee of the insured being entitled to indemnity under any other policy of insurance, the indemnity granted herein will not apply.

All other terms and conditions remain unchanged.

**LOADING & UNLOADING**

Notwithstanding anything to the contrary contained, it is hereby agreed and declared the liability in respect of the loading and unloading or collection of goods to or from such vehicles or other items specified (Insofar as liability is not covered under any while insurance) is not excluded hereunder.

**LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained to the contrary, it is agreed that any circumstances or event, giving rise or likely to give rise to a claim under this policy must be reported to the company within **60** days.

**ELEVATORS, LIFTS & HOISTS LIABILITY**

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

This policy is extended to indemnify the insured for claims in respect of **bodily injury** or **property damage** arising directly or indirectly out of or caused by or in connection with any lift, hoist, plant & machinery in the physical or legal control of the insured or used in work undertaken by or on behalf of the insured.

Provided however that the company shall not be liable in respect of claims arising in connection with any such lifts, hoist, plant & machinery which is otherwise insured in respect of the same liability.

It is further agreed that the company shall not be liable for claims in respect of **bodily injury** or **property damage** arising directly or indirectly out of or caused by or in connection with any alterations and/or additions to lifts, elevators or escalators which shall include the enclosure, machinery, plant, supports, doors, safety devices, appliances or contrivances used in connection herewith.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.



**MISDESCRIPTION**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This cover shall not be void by any misdescription or alteration whatsoever. However the insured will notify the company as soon as possible when the insured become aware of the same and to pay additional premium, if required, from the date of the inception of the increase hazard.

All other terms and conditions remain unchanged.

**MINOR CONSTRUCTION, SUB-CONTRACTORS LIABILITY CLAUSE MAXIMUM CONTRACT VALUE: USD 150,000 PER CONTRACT**

The Insurer will indemnify the Insured against their legal liability for third party bodily injury or damage to third party property (as defined) arising out of or caused by or in connection with any minor alteration, renovation, repair, refurbishment, decoration work to the premises of insured undertaken by the Insured's or by an independent third party contractor. Provided that this extension shall only indemnify liability falling upon the Insured named in the Schedule and not the third party contractor themselves.

(Limit: USD 50,000 per occurrence and in aggregate)

**SOCIAL / RECREATIONAL ACTIVITIES**

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

This policy is extended to indemnify the insured in respect of the insured's legal liability for bodily injury and property damage as within defined in this policy caused by or arising out of and in connection with any social, recreational or welfare activities organised, supervised and managed by the insured for its invited participants including employees, their families, friends and guests and friends anywhere in Thailand.

The word "insured" whenever appearing included as an insured any person who is a member of the organising or management committee for such social, recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this policy is also extended to apply to occurrences during the policy period caused by or arising out of and in connection with drinks, beverages or food served by the insured during such social recreational or welfare activities.

In the event of a claim, the company will not raise the defence that such participants and employees are not third parties.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.



### **STRIKE AND RIOT**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This policy shall be extended to cover any liability to third party arising from strike and riot of the insured's employees.

The liability of the company for each extension of cover provided by this special clause shall not in any case exceed the Limit of indemnity specified in this policy.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

### **SUDDEN & ACCIDENTAL POLLUTION - 72 HOURS**

It is hereby understood and agreed that this policy does not apply :-

To Bodily injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water ; but this exclusion does not apply if such discharge, dispersal, release or escape meets all of the following conditions :

- (1) The discharge, dispersal, release or escape must be neither expected nor intended by the Insured and
- (2) The beginning of the discharge, dispersal, release or escape must take place during the policy period and
- (3) The discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
- (4) The initial bodily injury or property damage caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
- (5) Notwithstanding anything to the contrary in condition 4, Insured's duties in the event of occurrence, claim or lawsuit, or any other policy conditions, all claims made against the Insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

### **ADDITIONAL DEFINITION**

The term release includes, but not limited to any of the following :  
Spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

### **ADDITIONAL CONDITION**

If the Insured and the Company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident the burden of proving that all five enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the company, the Company may, but is not obligated to, defend any claim.

### **ADDITIONAL PREMIUM : NIL**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as herein above set forth.



#### EXTENSION FOR OVERSEAS VISITS

Notwithstanding the territorial limits stated herein where a director or partner or employee of the Insured is outside their normal country of residence for less than 3 months continuously in connection with the business the Company will provide indemnity to the Insured and if the Insured so requests to any director partner or employee of the Insured against legal liability otherwise covered under the terms and conditions of this policy.

The indemnity will not apply: -

- (i) to legal liability arising from any agreement contract unless liability would have existed otherwise.
- (ii) to legal liability arising out of the ownership or an occupation of land or buildings.
- (iii) where indemnity is provided by any other insurance.
- (iv) to legal liability arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft.

Provided that the company shall only be liable under this policy in respect of claims brought in and subject to the jurisdiction of a court of law in Thailand.

#### WATER DAMAGE LIABILITY ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, In consideration of an additional premium to extend this policy to indemnify the insured for all sums which the insured shall become legally obligated to pay as damage because of **bodily injury** or **property damage** arising out of: -

- (a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems, elevator tanks or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, or
- (b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or
- (c) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the **named insured** and injure or destroy buildings or contents thereof.

All other terms and conditions remain unchanged.

#### WAIVER OF SUBROGATION

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The company shall waive the rights of subrogation and other rights against all **named insured**, their subsidiaries, affiliates, officers and directors.

All other terms and conditions remain unchanged.

#### WORK AWAY

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that this policy extended to cover the Insured's legal liability during working away from their premises for the purpose of carrying out work from time to time during the currency of this policy.



COVERAGE PART  
C689

## PREMISES MEDICAL PAYMENTS INSURANCE

L 6109 (Ed. 5-66)

to complete said policy, of AIG Insurance (Thailand) Public Company Limited

## SCHEDULE

The insurance afforded is only with respect to the following Coverages indicated by specific premium charge or charges. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Advance Premiums                               |   |   | Limits of Liability        |         | Coverage      |         |                             |             |
|------------------------------------------------|---|---|----------------------------|---------|---------------|---------|-----------------------------|-------------|
| X                                              | X | X | USD 2,500.-                | dollars | USD 250,000.- | dollars | E—Premises Medical Payments |             |
| Included                                       |   |   | each person                |         | each accident |         | (a) Premises and operations | Covered     |
| Included                                       |   |   |                            |         |               |         | (b) Elevators               | Covered     |
| N/A                                            |   |   | USD 250,000.- in aggregate |         |               |         | (c) Sports activities       | Not Covered |
| Form numbers of endorsements attached at issue |   |   |                            |         |               |         |                             |             |
| Included                                       |   |   | Total Advance Premium      |         |               |         |                             |             |

## I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

## Exclusions

This insurance does not apply:

(a) to **bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of any **elevator** unless a premium charge is entered for **elevators** in the policy with respect to Premises Medical Payments Coverage;
- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any **automobile** or aircraft owned or operated by or rented or loaned to the **named insured**, or
  - (ii) any other **automobile** or aircraft operated by any person in the course of his employment by the **named insured**;
 but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to the **named insured**;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** occurs away from the **insured premises**; or
- (4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

(b) to **bodily injury**

- (1) included within the **completed operations hazard** or the **products hazard**;
- (2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to **bodily injury**

- (1) to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
- (2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;
- (d) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

## II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

## III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

## IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

## V. ADDITIONAL CONDITION

## Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



**ASBESTOS AND SILICA EXCLUSION**

All liability is excluded for:

**ASBESTOS**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

**SILICA**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

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

**ABSOLUTE LEAD EXCLUSION**

It is hereby declared and agreed that this insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

**ABSOLUTE CYBER EXCLUSION:**

This insurance does not apply to:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including any personally identifiable information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data.

For purposes of this exclusion:

Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

Electronic data means any data stored on a computer system.

Personally identifiable information (PII) means any data that can be used to contact or identify a specific individual



**CONCESSIONS EXCLUSION ENDORSEMENT**

It is understood and agreed that this insurance shall not apply to any concession or to any liability to the named insured arising out of any concession which is not owned or managed by the named insured but which is conducted on the premises of the named insured in conjunction with other services offered by the named insured.

**COMMUNICABLE DISEASE EXCLUSION**

This endorsement is deemed part of this policy.

It is hereby and agreed that the insurance under this policy does not apply to any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear of threat (whether actual or perceived) of a Communicable Disease.

Under this endorsement,

1. loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but not limited to any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
2. a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

The insuring agreement under this endorsement is still subject to exclusions, general conditions and other statement in this policy unless otherwise stated in this endorsement.

However, this endorsement does not apply to the policy or the endorsement which provides the Communicable Disease coverage.

**PURE FINANCIAL LOSS EXCLUSION ENDORSEMENT**

Notwithstanding anything contained in this policy to the contrary it is agreed that the indemnity provided herein shall not apply to any financial loss which is not consequential to third party bodily injury and or material damage to third party tangible property



**PROFESSIONAL LIABILITY EXCLUSION**

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the named insured, including but not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications.

**SANCTIONS, EMBARGO AND PROHIBITED TRANSACTIONS EXCLUSION**

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

"The company shall not be deemed to provide cover and the company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the company, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America."

All other terms, conditions remain unchanged.

**Remarks:** This endorsement shall not be enforced if the insured has not acknowledge the limitation and exclusion given in this endorsement when the contract is entered into; and the company shall provide evidence of the insured's acknowledgement to the Registrar upon requested.

**TERRORISM EXCLUSION WITH AN AMENDMENT TO THE WAR EXCLUSION**

**Section I – Exclusions (e) War** is deleted in its entirety and replaced with the following:

(e) War

"Bodily injury", "property damage" "personal injury" or "advertising injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

**Section I – Exclusions**, is amended with the addition of the following exclusion:

"Bodily injury" or "property damage" arising directly or indirectly as a result of or in connection with "terrorism" including, but not limited to, any contemporaneous or ensuing "bodily injury" or "property damage" caused by fire, looting or theft.

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the Thailand Government as an act of terrorism.

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



#### SEXUAL ABUSE OR MOLESTATION EXCLUSION

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The indemnity provided under this policy shall not apply in respect of:

1. the actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault or any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant volunteer or member of any facility owned, operated or maintained by the insured; or
2. the negligent employment, investigation, supervision or reporting to the proper authorities or failure to so report or retention of any employees, assistant volunteer or member of any facility owned, operated or maintained by the insured whose conduct would be excluded by item 1. above.

All other terms and conditions remain unchanged.

#### MARINE LIABILITY EXCLUSION

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

No coverages under this policy apply to any damages arising out of any marine liability which would include but not be limited to the following list:

- |                                   |                                                |
|-----------------------------------|------------------------------------------------|
| ▪ Charterer's Liability           | ▪ Terminal Operation Liability                 |
| ▪ Safe Berth Liability            | ▪ Wharfinger's Liability                       |
| ▪ Stevedores Liability            | ▪ Protection and Indemnity including Collision |
| ▪ Towers Liability                | ▪ Ship Builders' Liability                     |
| ▪ Jones Act Coverage              | ▪ US Longshoreman and Harbor Workers           |
| ▪ Ship Repairer's Legal Liability |                                                |

It is further agreed that no coverages under this policy shall apply to any damages arising out of:

- 1) Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control;
- 2) Personal injury to passengers;
- 3) Damage to or destruction of any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the insured may be held liable;
- 4) Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms and conditions remain unchanged.

#### SPECIFIC EVENT/ENTITY/ACTIVITY/MATTER/PRODUCT EXCLUSION

The following Exclusion is added to the policy:

This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any Event/Entity/Activity/Matter/Product listed below:

- ***Any liability arising out of any massage activities /Tour operation***

Subject otherwise to all of the terms, conditions and exclusions of this policy.



**TERRITORY RESTRICTION ENDORSEMENT**

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

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized, headquartered, incorporated, registered or established in a **Specified Area**;
- ii. natural person or resident located in a **Specified Area**; or
- iii. claim, action, suit or proceeding brought or maintained in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**Remarks:** This condition shall not be enforced if the Insured has not acknowledged and agreed to use the limitation and exclusion given in this condition when the contract is entered into. The Company shall provide evidence of the Insured's consent letter to the Registrar upon requested.



**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION**

**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This Policy does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part, from PFAS or the PFAS content of any substance or product.

The addition of this exclusion does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof.

"PFAS" includes any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this Policy, "PFAS" also includes, in addition to all substances described in the preceding sentence (along with each substance's conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid ("PFOA"), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and metabolites of all such substances.



Attaching to and forming a part of Policy No. 0300A03344

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#### SINGLE LIMIT ENDORSEMENT

As respects such insurance as is afforded under this policy, the company's limit of liability shall be one combined limit of USD 2,000,000.- under either or all coverage, for all damage, including care and loss or services arising out of bodily injury, sickness or disease including death at any time resulting therefrom and for all damages arising out of injury to or destruction of all tangible property, including the loss of use thereof, resulting from one occurrence, subject to the foregoing provision respecting each occurrence, the total annual aggregate limit of the company's liability for all damages, including care and loss of services arising out of bodily injury, sickness or disease including death at any time resulting therefrom, and for all damages arising out of injury or destruction of all tangible property, including the loss of use thereof, as a result of all occurrence occurring during the policy period shall be one combined of USD 2,000,000.-



**THAILAND LOCAL COVERAGE ENDORSEMENT  
( FOR COMPREHENSIVE GENERAL – AUTOMOBILE LIABILITY INSURANCES )**

In consideration of the premium charged, it is agreed that:

1. The definitions of “collapse hazard” and “policy territory” as indicated in the Policy Provisions-Part A of this policy are amended to read as follows
  - A. “ ‘collapse hazard’ includes “structural property damage” as defined herein and *property damage* to any time resulting therefrom. “Structural property damage” means the collapse of or physical damage to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.”
  - B. “ ‘policy territory’ means: **Thailand and extend to Worldwide excluding Russia and Republic of Belarus in respect of Temporary Overseas Visit.**”
2. Remuneration as defined in this policy is amended to read as follows:  
“ ‘Remuneration’ means the entire remuneration paid during the policy period to all employees of the named insured, including remuneration for overtime, bonuses and cash allowances for cost of living and board and lodging.”
3. If interim adjustments of premium shall be made as indicated under Item 2 of the Declarations of this policy, the earned premium shall be computed in accordance with the provisions of Condition 1. Premium – of this policy and the named insured shall pay such premium to the company. The advance premium shall be applied against the earned premium for the final period.
4. The exclusion pertaining to War as indicated in the Coverage Parts of this policy is amended to read as follows:  
“No liability shall attach to the company under this policy for any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.”
5. The Nuclear Energy Liability Exclusion as indicated in Policy Provision – Part A is amended to read as follows:  
“It is agreed that:
  - A. This policy does not cover:
    - (1) any occurrence or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
    - (2) 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - B. The indemnity or compensation provided by this policy shall not apply to nor include any occurrence, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by or arising from nuclear weapons material.
6. Condition 6 – Other Insurance – of this policy is amended by the addition of the following:  
“If the insured has been provided by the company’s authorised representative with other valid and collectible insurance against a loss covered by this policy (1) in order to comply with local statutory requirements or (2) for local coverage underlying this policy, or if the insured has a self-insurance plan in operation in any of the countries designated in the Coverage Parts of this policy, the insurance under this policy shall be excess insurance cover, and in no event contributing to, such other insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other (1) statutory or (2) underlying insurance policy; however, the limits shall not be reduced where there is no other insurance except the insured’s self-insurance plan.”
7. Notwithstanding anything herein to the contrary, no coverage is provided hereunder for any occurrences, claims made, suits filed or judgements rendered in the United States of America, its territories or possessions and/or Canada. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Definitions, Conditions, Declarations, Exclusions, Limitations or Terms of the policy, except as hereinabove set forth.

This endorsement is effective as from the inception of the policy period

Form C-844 2M 5-81 RCHK 3597 (Revised Thailand)





บริษัท เอไอเอ ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
AIG Insurance (Thailand) Public Company Limited

สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพหลโยธิน เขตปทุมวัน กรุงเทพมหานคร 10330  
Head Office, 989, Siam Piwat Tower, 21<sup>st</sup> and 23<sup>rd</sup> Floor, Patumwan, Bangkok 10330, Thailand  
Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999  
ทะเบียนเลขที่ บบจ. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษี / Tax ID: 0107554000283

## GENERAL LIABILITY POLICY

### POLICY PROVISIONS – PART A

#### PLEASE READ THIS POLICY

This Insurance policy contains broad coverage, however, it also contains significant restrictions and limitations of coverage of which you should be aware. You may wish to contact your insurance company regarding additional coverages or questions.

## AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED

(A Capital Stock Insurance Company, herein called the Company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“**automobile**” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

“**bodily injury**” means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

“**collapse hazard**” includes “structural property damage” as defined herein and **property damage** to any other property at any time resulting therefrom. “Structural property damage” means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

“**completed operations hazard**” includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. “Operations” include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company’s manual specifies “including completed operations”

“**elevator**” means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having compartment height not exceeding four feet;

“**explosion hazard**” includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

“**incidental contract**” means any written (1) lease off premises, (2) easement

agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

“**insured**” means any person or organization qualifying as an insured in the “Persons insured” provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

“**mobile equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**,



including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy.

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

**"policy territory"** means:

- (1) the United States of America, its territories or possession, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was

sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

**"underground property damage hazard"** includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. **"Underground property damage"** means property damage to wires, conducts, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or

traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### CONDITIONS

**1. Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

**2. Inspection and Audit:** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule of regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions

thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Insured's Duties in the Event of Occurrence, Claim or Suit:**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**4. Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the

amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative save and except where permitted by law. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

**5. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part (s) and Endorsement (s) (If Any) Here

**7. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**8. Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**9. Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**10. Cancellation:** This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the

**(a) Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

**(b) Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**6. Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**11. Declarations:** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to the insurance.

In Witness Whereof, the has caused this policy and its declarations page to be signed by duly authorized person and the Company's stamp to be affixed at its office in Bangkok, Thailand.



**PART B** *This Declarations page, with "POLICY PROVISIONS--PART A," Coverage Part(s) and endorsements, if any, issued to form a part thereof.*

Completes the below numbered **GENERAL LIABILITY- POLICY**

## DECLARATIONS

No. 0300A03344

[ ] New Business      [ 5 ] Renewal of:

**Item 1. Named Insured and Address:** (No., Street, Town, Country, State)

**Landmark Holdings Co., Ltd. and/or as per list attached**

898 Ploenchit Tower, 20th Fl., Ploenchit Rd., Kwang Lumpini, Khet  
Pathumwan, Bangkok 10330

INSURING COMPANY  
AIG INSURANCE (THAILAND)  
PUBLIC COMPANY LIMITED

**Item 2. Policy Period: ( Day Mo. Yr.) (365 days)**

From **01 October 2025** to **01 October 2026** 12:01 A.m., standard time at the address of the named insured as stated herein.

← Location of premises (Enter "Same" if Same Location as Above Address)

AS STATED IN THE DESCRIPTION OF HAZARDS.

**The named insured is:**

☐ Individual      ☐ Partnership      ☐ Corporation      ☐ Joint Venture      ☐ Other: \_\_\_\_\_

Business of the **named insured** is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

As per list attached

**Item 3.** The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

| Advance Premiums     | Coverage Part No(s).                                                                                  | Coverage Part(s)                                        |
|----------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Bht                  |                                                                                                       | Completed Operations and Products Liability Insurance   |
| Bht <b>80,000.00</b> | <b>C 684</b>                                                                                          | Comprehensive General Liability Insurance               |
| Bht                  |                                                                                                       | Comprehensive Personal Insurance                        |
| Bht <b>Included</b>  | <b>C 691</b>                                                                                          | Contractual Liability Insurance                         |
| Bht                  |                                                                                                       | Manufacturers' and Contractors' Liability Insurance     |
| Bht                  |                                                                                                       | Owner's and Contractor's Protective Liability Insurance |
| Bht                  |                                                                                                       | Owners' Landlords' and Tenants' Liability Insurance     |
| Bht                  |                                                                                                       | Personal Injury Liability Insurance                     |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht                  |                                                                                                       |                                                         |
| Bht <b>80,000.00</b> | Stamp Duty (0.4%) Bht.                                                                                | <b>320.00</b>                                           |
|                      | VAT (7%) Bht.                                                                                         | <b>5,622.40</b>                                         |
|                      | <b>Form numbers of Endorsements, other than those entered on Coverage Part (s), attached at issue</b> |                                                         |
| Bht <b>85,942.40</b> | Total Advance Premium for this policy.                                                                |                                                         |

[ ] ตัวแทน [ X ] นายหน้าประกันภัยรายนี้ .CHARTERED INSURANCE SOLUTIONS CO., LTD. 00-0008191-000 ใบอนุญาตเลขที่ 00015/2544

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

| Effective Date | 1st Anniversary | 2nd Anniversary |
|----------------|-----------------|-----------------|
|----------------|-----------------|-----------------|

Bht                      Bht                      Bht

**Item 4.** During the past three years no insurer has cancelled insurance, issued to the **named insured**, similar to that afforded hereunder, unless otherwise stated herein:

No Exceptions.

Bangkok Metropolis.

Agreement Made on: 23 September 2025

Policy Issued on : 15 October 2025

ชำระอากรแล้ว

COVERAGE PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

C 684  
L6102(Ed. 2-66)

For attachment to Policy No. 0300A03344, to complete said policy, of **AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED**

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** ( ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS )

Interest of **named insured** in such premises ( CHECK BELOW )

☐ Owner      ☐ General Lessee      ☐ Tenant      ☐ Other \_\_\_\_\_

Part occupied by **named insured** ( ENTER BELOW )

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Limits of Liability                                                                                                                                                                              |                 |                                      |      | Coverages                                      |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------|------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| each person                                                                                                                                                                                      | each occurrence | aggregate                            |      |                                                |                                                                                                                                |
| Bht.XXXXXXXXXXXXXX                                                                                                                                                                               | Bht.XXXXXXXX    | Bht.XXXXXXXXXXXXXX                   |      | A---Bodily Injury Liability                    |                                                                                                                                |
| <del>Bht.XXXXXXXXXXXXXX</del>                                                                                                                                                                    | Bht.XXXXXXXX    | <del>Bht.XXXXXXXXXXXXXX</del>        |      | B---Property Damage Liability                  |                                                                                                                                |
| Advance Premiums                                                                                                                                                                                 |                 | Rates                                |      | Premium Bases                                  | Code No. Description of Hazards                                                                                                |
| Bodily Injury                                                                                                                                                                                    | Property Damage | B.I.                                 | P.D. |                                                |                                                                                                                                |
| <b>Limit of Liability</b><br>For Bodily Injury and Property Damage with a combined single limit of US\$2,000,000.- any one occurrence and in aggregate as per Single Limit Endorsement attached. |                 | Combined                             |      |                                                | <b>Premises – Operations</b><br><br><b>Premises:</b><br>As per list attached<br><br><b>Operations:</b><br>As per list attached |
| Included                                                                                                                                                                                         |                 | Per Elevator                         |      | Number Insured                                 | Elevators (Number at Premises)<br><br>Covered, if any                                                                          |
| N/A                                                                                                                                                                                              |                 | Per Cost<br>--                       |      | Cost<br>--                                     | Independent Contractors<br><br>Not Covered                                                                                     |
| N/A                                                                                                                                                                                              |                 | (a) Per Receipts<br>--               |      | (a) Receipts<br>--                             | Completed Operations<br><br>Not Covered                                                                                        |
| N/A                                                                                                                                                                                              |                 | (b) Per Sales<br>--                  |      | (b) Sales<br>--                                | Products<br><br>Not Covered                                                                                                    |
| Bht. 80,000.00                                                                                                                                                                                   |                 | Total Advance B.I. and P.D. Premiums |      | Form numbers of endorsements attached at issue |                                                                                                                                |
| Stamp Duty (0.4%) Bht.                                                                                                                                                                           |                 | VAT (7%) Bht. 5,622.40               |      |                                                |                                                                                                                                |
| Bht. 85,942.40                                                                                                                                                                                   |                 | Total Advance Premium                |      |                                                |                                                                                                                                |

(Over)

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the **premises** whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
5. **"Sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

## I. COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of

### A. bodily injury or

### B. property damage

which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any **automobile** or aircraft owned or operated by or rented or loaned to the **named insured**, or
  - (2) any other **automobile** or aircraft operated by any person in the course of his employment by the **named insured**;
 but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to the **named insured**;
- (c) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;
- (d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading or any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by the **named insured**; but this exclusion does not apply to **bodily injury** or **property damage** included within the **products hazard** or the **completed operations hazard** or resulting from operations performed for the **named insured** by independent contractors or to liability assumed by the **insured** under an **incidental contract**;
- (e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the **insured** under an **incidental contract**, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (f) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;

- (g) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any-similar law;
- (h) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
- (i) to **property damage** to
  - (1) property owned or occupied by or rented to the **insured**,
  - (2) property used by the **insured**, or
  - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;
- (j) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (k) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;
- (l) to **property damage** to the **named insured's products** arising out of such products or any part of such products;
- (m) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
- (n) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) to **property damage** included within:
  - (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
  - (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
  - (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and
  - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law;
    - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:
- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
  - (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage A**—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provisions respecting "each person" and "each **occurrence**", the total liability of the company for all **damages** because of (1) all **bodily injury** included within the **completed**

**operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate".

**Coverage B**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

### IV. POLICY PERIOD: TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.



## COVERAGE PART

**CONTRACTUAL LIABILITY INSURANCE**  
(Designated Contracts Only)

C691  
L6112(Ed.5-66)

For attachment to Policy No. **0300A03344**, to complete said policy, of **AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED**

**ADDITIONAL DECLARATIONS**

Location of all premises owned by, rented to or controlled by the **named insured** ( ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS )

**SCHEDULE**

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Limits of Liability                                                                   |                   |                                   | Coverages                                 |          |                                                                                                                                                                              |
|---------------------------------------------------------------------------------------|-------------------|-----------------------------------|-------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| each person                                                                           | each occurrence   | Aggregate                         |                                           |          |                                                                                                                                                                              |
| Bht. xxxxxxxxxxxx                                                                     | Bht. xxxxxxxxxxxx |                                   | Y---Contractual Bodily Injury Liability   |          |                                                                                                                                                                              |
|                                                                                       | Bht. xxxxxxxxxxxx | Bht. xxxxxxxxxxxxxxxxxxxxxxxxxxxx | Z---Contractual Property Damage Liability |          |                                                                                                                                                                              |
| Advance Premiums                                                                      |                   | Rates                             |                                           | Code No. | Designation of Contract                                                                                                                                                      |
| Bodily Injury                                                                         | Property Damage   | B.I.                              | P.D.                                      |          |                                                                                                                                                                              |
| <b>Limit of Liability</b><br><b>Included in the Coverage Part</b><br><b>No. C 684</b> |                   | (a) Per Contract                  | (a) Number                                |          | <b>All written contracts entered into by the insured, excluding any contract provision in which the insured assumes liability for the Sole Negligence of any indemnitee.</b> |
|                                                                                       |                   | (b) Per \$100 of Cost             | (b) Cost                                  |          |                                                                                                                                                                              |
| Bht                                                                                   | Included          | Included                          | Total Advance B.I. and P.D. Premiums      |          | Form numbers of endorsements attached at issue                                                                                                                               |
| Bht                                                                                   | Included          | Total Advance Premium             |                                           |          |                                                                                                                                                                              |

When used as a premium basis:

"cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

(Over)



**I. COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY****COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY**

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as **damages** because of

**Y. bodily injury or****Z. property damage**

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any **suit** against the **insured** seeking **damages** on account of such **bodily injury** or **property damage**, even if any of the allegations of the **suit** are groundless, false or fraudulent, and may make such investigation and settlement of any claim or **suit** as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any **suit** after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This insurance does not apply:

- (a) if the **insured** or his indemnitee is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured** or indemnitee, including
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services;
- (b) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (c) to **bodily injury** or **property damage** for which the indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;
- (d) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (e) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (f) to **property damage** to
  - (1) property owned or occupied by or rented to the **insured**,
  - (2) property used by the **insured**, or
  - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
- (g) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (h) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;
- (i) to **property damage** to the **named insured's products** arising out of such products or any part of such products;
- (j) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (k) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (l) to **property damage** included within (1) the **explosion hazard**, (2) the **collapse hazard**, or (3) the **underground property damage hazard**.

**II. PERSONS INSURED**

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

**III. LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or **suits** brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage Y**—The limit of **bodily injury** liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each **occurrence**".

**Coverage Z**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages Y and Z**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

**IV. ADDITIONAL DEFINITIONS**

When used in reference to this insurance (including endorsements forming a part of the policy):

"**contractual liability**" means liability expressly assumed under a written contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

"**suit**" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

**V. POLICY PERIOD: TERRITORY**

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.

**VI. ADDITIONAL CONDITION****Arbitration**

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.





บริษัท เอไอ้ ประกันภัย (ประเทศไทย) จำกัด (มหาชน)

AIG Insurance (Thailand) Public Company Limited

สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพระรามที่ 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330  
Head Office, 989, Siam Piwat Tower, 21<sup>st</sup> and 23<sup>rd</sup> Floor, Rama I Road, Patumwan, Bangkok 10330, Thailand

Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999

ทะเบียนเลขที่ บบจ. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษีอากร / Tax ID. 0107554000283

Policy No. 0300A03344

**Business** : Principally Hoteliers, Property Owners, Property Landlord, Rail tier, Manager of Convention/Banquet Facilities, Restaurant and all others related business and any other activity connected therewith or any other activity of the Insured with which they may become involved.

**Location of Risk** : 300,300/1,300/2 Charoenkrung Road, Yannawa, Bangkok (Shared Use Area)

**Shared Use Area** : All share use areas including:  
1. Main gate entrance  
2. Main entryway and approach  
3. Boundary fence  
4. River wall  
5. Waterfront Promenade  
6. Pier  
7. Basement carpark and ramp  
8. Nursery  
9. Shared service and fire truck route  
10. Helipad & Stairway to Helipad  
11. Boat Waiting area & Pontoon  
12. Carpark  
13. All Common areas and/or ambiguation areas within Insured's Location only

**Territory** : Thailand and extend to Worldwide excluding Russia and Republic of Belarus in respect of Temporary Overseas Visit

**Jurisdiction** : Thailand





บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
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สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรณ์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพระรามที่ 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330  
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Policy No. **0300A03344**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that:-

1. The cost of defense, litigation fees or any other court fees or expenses incurred by the company or taxed against the insured in any suit defended by the company shall be include to the limit of liability stated in the attached Coverage Part No. **C 684**.
2. The coverage afforded under this policy shall be restricted or limited to claims made, suits filed or judgements rendered within the **Kingdom of Thailand**.
3. The insurance under this policy is extended to include:
  - 3.1 Advertising Signs and Decoration Liability Clause
  - 3.2 Automatic Extension of Insurance Period (30 days) (Rate & Term to be agreed) (Pro-rata premium)
  - 3.3 Notice of Cancellation Clause (60 days)
  - 3.4 Canteen, Social, and Recreational Activities
  - 3.5 Car Park Liability
  - 3.6 Valet Services Liability
  - 3.7 Catering Service Extension
  - 3.8 Contractual Liability excluding sole negligence
  - 3.9 Contingent Liability for Non-owned and Hired Automobile in Excess of Primary Auto Insurance or minimum of USD 35,000 whichever is higher by the insured  
(Limit : USD 1,000,000 any one accident and in aggregate)
  - 3.10 Consequential Loss to Third Party  
(Limit : USD 150,000 any one accident and in aggregate)
  - 3.11 Cross Liability
  - 3.12 Contingent Liability for unlicensed vehicles or Equipment
  - 3.13 Damage to Leased/Rented Premises to the hotel (Tenant's Liability)
  - 3.14 Defective Sanitary Arrangement, Flood, Fumes and Water Pollution
  - 3.15 Employees Personal Effects Clause  
(Limit: USD 2,500 per person and USD 250,000 any one occurrence and in aggregate)
  - 3.16 Exhibition Liability
  - 3.17 Wrongful Arrests, Imprisonment, Wrongful Eviction by The Insured
  - 3.18 Fire, Explosion and Smoke Liability including explosion of any boiler, Pressure Vessel or other Plants Owned or Operated by the Insured)
  - 3.19 Fire Brigade Charges
  - 3.20 First Aid Facilities Clause
  - 3.21 Food and Drink Liability Clause
  - 3.22 Indemnity to Director & Executive Employees
  - 3.23 Insured to include any officer, director or employee of the Insured.
  - 3.24 Loading and unloading Clause
  - 3.25 Loss Notification Clause (60 days)
  - 3.26 Elevator, Lifts & Hoist's Liability Extension
  - 3.27 Mis-description
  - 3.28 Minor Construction, Sub-Contractors Liability Clause Maximum contract value: USD 150,000 per contract  
(Limit: USD 50,000 per occurrence and in aggregate)





บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
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สำนักงานใหญ่ เลขที่ 989 อาคารสยามพารากอน ชั้นที่ 21 และ 23 ถนนพระรามที่ 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330  
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Policy No. **0300A03344**

- 3.29 Premise Medical Payment  
(Limit: USD 2,500 per person/guest and USD 250,000 any one occurrence and in aggregate)
- 3.30 Social / Recreation Activities
- 3.31 Sprinkler Leakage Liability
- 3.32 Strike, Riot
- 3.33 Sudden & Accidental Pollution – 72 hours
- 3.34 Extension to Overseas Visits
- 3.35 Water Damage Liability Clause
- 3.36 Waiver of Subrogation
- 3.37 Work Away Clause

4. The insurance under this policy shall not cover:

- 4.1 Asbestos and Silica
- 4.2 Absolute Lead
- 4.3 Absolute Cyber
- 4.4 Communicable Disease
- 4.5 Concessions Liability
- 4.6 Completed Operation and Product Liability
- 4.7 Professional Liability
- 4.8 Pure Financial Loss
- 4.9 Property in care, custody or control by the insured
- 4.10 Sanctions, Embargo and Prohibited Transactions
- 4.11 Terrorism exclusion with an amendment to the war
- 4.12 Any liability arising out of any massage activities / Tour operation.
- 4.13 Sexual Abuse or Molestation
- 4.14 Passenger Liability
- 4.15 Marine Liability
- 4.16 Territory Restriction Endorsement
- 4.17 Per-and Polyfluoroalkyl Substances (PFAS)

5. The insured shall be responsible for the first amount the following;

- **US\$ 150.-** each and every loss for Third Party Property damage.

Other terms, conditions, provisions and exclusions remain unchanged.



Attaching to and forming a part of Policy No. 0300A03344

#### **ADVERTISING SIGNS & DECORATIONS**

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

This policy indemnifies all sums which the insured shall become legally liable to pay as compensation for **bodily injury** or **property damage** arising out of the insured's advertising signs and decorations and the like.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

#### **AUTOMATIC EXTENSION OF INSURANCE PERIOD (30 DAYS) (RATE & TERM TO BE AGREED) (PRO-RATA PREMIUM)**

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

At the request of the insured the insurance by this policy may be extended for a period of **30 days** months from the expiry date stated in the schedule. Should the insured request such extension, the company will be entitled to an additional premium calculated by additional premium to be agreed and/or on a pro-rata basis at the rates applying during the expiring period of insurance.

All other terms and conditions remain unchanged.

#### **NOTICE OF CANCELLATION (60 DAYS)**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The company may cancel this policy by giving notice to the insured at the most recent address known via registered mail at least 60 days before the cancellation takes effect, in which case the company shall repay a rateable proportion of the premium after deducting the premium charged for the period in force.

The insured may terminate this policy by giving the company a notice in writing, in which case the company will retain the customary short period rate for the time the policy has been in force which is:

##### **The Customary Short Period Rate**

If the period of insurance is less than 1 year, these rates shall apply :-

| Period of insurance |                       | Percentage of a 1 year premium |
|---------------------|-----------------------|--------------------------------|
| From (month)        | But less than (month) |                                |
| -                   | 1                     | 15                             |
| 1                   | 2                     | 25                             |
| 2                   | 3                     | 35                             |
| 3                   | 4                     | 45                             |
| 4                   | 5                     | 55                             |
| 5                   | 6                     | 65                             |
| 6                   | 7                     | 75                             |
| 7                   | 8                     | 80                             |
| 8                   | 9                     | 85                             |
| 9                   | 10                    | 90                             |
| 10                  | 11                    | 95                             |
| 11                  | 12                    | 100                            |

All other terms and conditions remain unchanged.



#### **CANTEEN & RECREATIONAL ACTIVITIES**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This policy is extended to cover the insured's liability arising out of the management of any canteen, social and welfare organisation by the insured for the benefit of the employees.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

#### **CAR PARK LIABILITY EXTENSION**

It is hereby agreed and noted that the insurance afforded by this policy is extended to cover liability of the Insured for damages to the tenants and/or

Third Party's vehicles caused by :

- (a) Fire
- (b) Explosion, except explosion of tires
- (c) Collision due to wrong traffic signaling given by the security guards, and
- (d) Falling objects dropped from the Insured's buildings including damage caused by material impact, even in the case of windstorm.

Special Conditions :

- (1) Losses or damages caused to vehicles by theft or burglary and/or any perils other than those mentioned above are not covered.
- (2) Losses or damages to vehicles owned by or rented to the Named Insured or partners or members of the Insured are not covered.
- (3) The Insurer shall waive any subrogation rights which the insurer may have against the security guard company.

#### **VALET SERVICES EXTENSION**

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

This policy extends to include legal liability for compensation in respect of bodily injury to or illness of any person or loss of or damage to property caused by or in connection with or arising from any motor vehicle belonging to the insured's customers and guests whilst driven by the insured's valets directly to any from the insured's car park at the insured's premises.

Provided that :

It shall be a condition precedent of liability of the company that the insured shall :

- i) take all reasonable precedent to prevent loss of or damage to any motor vehicle belonging to the Insured's customers or guests and third party
- ii) the Insured's valet holds a valid license and is not disqualified from holding a license to drive a motor vehicle and whilst not being under the influence of alcohol or drug to the extent of being unable to control the motor vehicle.

Limit of Liability : [Included in Car Park Liability]

All other terms and conditions remain unchanged.



Attaching to and forming a part of Policy No. 0300A03344

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**CATERING SERVICE EXTENSION ENDORSEMENT**

For the purpose of this extension, the business of the Insured shall extend to include the management and operation of the Insured's External Catering Service and the Description of Risk shall for the sole purpose of this Service be amended to include work away from the Premises stated in the Schedule of this Policy.

Always provided such service shall be limited to Thailand.

The company's liability under this extension and Policy shall not exceed the limits of liability stated under Declarations.

**CONTINGENT LIABILITY FOR NON-OWNED AND HIRED AUTOMOBILE IN EXCESS OF PRIMARY AUTO INSURANCE OR MINIMUM OF USD 35,000 WHICHEVER IS HIGHER BY THE INSURED**

This policy is extended to cover the Insured in respect of injury and/or Damage happening during the Period of Insurance arising out of and in connection with the use of any owned, hired and/or non-owned Motor vehicle by any authorized employee including driving by employee of such hired and non-owned vehicle company) of the Insured in the course of the Insured's business.

Provided that the authorized employee driving the Motor Vehicle is permitted in accordance with the applicable licensing or other laws or regulations to drive the said Motor Vehicle and is not disqualified by order of a court of law.

Provided that if the claim so submitted is covered by any other more specific insurance, then this Policy shall not insure the same except only as regard any excess beyond the limit of Liability covered by such more specific insurance.

(Limit : USD 1,000,000 any one accident and in aggregate)

**CONSEQUENTIAL LOSS TO THIRD PARTY CLAUSE**

It is hereby declared and agreed that the insurance under this policy is extended to cover consequential loss to third party due to bodily injury/death or property damage arising from the business of the insured.

All other terms and conditions remain unchanged.

(Limit : USD 150,000 any one accident and in aggregate)



**CROSS LIABILITY CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that: -

The inclusion of more than one corporation, person, organization, firms of entity as insured under this policy, shall not in any way effect the rights of any such corporation, person, organization, firms or entity, either as respects any claim, demand, suit or judgement made, brought or recovered, by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firms or entity in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one person or interest had been named insured.

**CONTINGENT LIABILITY FOR UNLICENSED VEHICLES OR EQUIPMENT CLAUSE**

It is hereby agreed that legal liability as covered by this Policy shall extend to include liability arising from the ownership or use, in the course of the Insured's business, of any mechanically propelled vehicles or equipment which are not licensed for use on the public road but only for the amount above that which is covered by any other specific insurance policy (*used within the premises of the Insured or to be agreed*).

**DAMAGE TO LEASED OR RENTED PREMISES CLAUSE**

Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured against their legal liability for loss or damage to any premises leased, rented or tented to the insured.

**DEFECTIVE SANITARY ARRANGEMENT, FLOOD, FUMES AND WATER POLLUTION CLAUSE**

Notwithstanding anything contained therein to the contrary under Exclusion of the policy, it is hereby declared and agreed the company shall not be liable for bodily injury, smoke, disease, loss or damage caused by or through or in connection with water pollution, fumes to persons or property unless proved to have been caused by immediate accidental discharge due to defective drains, sewers or sanitary arrangements.

All other terms and conditions remain unchanged.

**EMPLOYEE PERSONAL EFFECTS LIABILITY CLAUSE**

Notwithstanding anything contained herein the contrary, it is hereby declared and agreed that this policy shall extend to include liability as within defined for accidental loss of or damage to property belonging to persons in the service of the Insured.

(Limit: USD 2,500 per person and USD 250,000 any one occurrence and in aggregate)



Attaching to and forming a part of Policy No. 0300A03344

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**EXHIBITION LIABILITY CLAUSE**

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

Notwithstanding anything contained herein to the contrary, it is hereby agreed that legal liability as covered by this Policy shall extend to include liability arising through or in connection with the Insured's attendance or participation in or at any exhibition, trade fair, demonstration, conference or similar event anywhere within Thailand, including any legal liability for loss or damage to the premises or site where such event is being held but only for the amount above that which is covered by any other specific insurance policy.

All other terms and conditions remain unchanged.

**WRONGFUL ARREST, IMPRISONMENT, WRONGFUL EVICTION BY THE INSURED**

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

This policy is extended to indemnify the insured for liability directly or indirectly caused by false arrest, imprisonment, detainment, wrongful eviction of any person caused by the fault or negligence of the insured or of any person in the insured's service engaged in the insured's business as described in the policy.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

**FIRE, EXPLOSION AND SMOKE LIABILITY INCLUDING EXPLOSION OF BOILER, PRESSURE VESSEL OR OTHER PLANTS OWNED OR OPERATED BY THE INSURED**

Notwithstanding anything contained herein to the contrary, the Insurer will indemnify the Insured against their legal liability for third party bodily injury or for damage to third party property (as defined) arising through or in connection with any fire or explosion.

**EXTENSION AMENDMENT ENDORSEMENT**

It is hereby agreed and understood that the following Extension is added to the Policy:

**FIRE BRIGADE CLAUSE**

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

This policy is extended to indemnify the insured against all sums which the insured shall become legally liable to pay as compensation for claims made in respect of damage to the property of third parties arising out of the use of water or chemical by the Fire Service Department to extinguish a fire in the insured's described premises.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

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



### **FIRST AID FACILITIES**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that the policy shall extend to include the Insured's liability for death or bodily injury arising out of the administration of first aid by the Insured's employees.

Notwithstanding the foregoing the Company shall not be liable for:-

- a) Death of or bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of such service or apprenticeship or to a member of the Insured's family or household.
- b) Compensation under any workmen's compensation or employer's liability law,
- c) Any act of negligence, omission or neglect of any qualified member of the medical profession or any employee or voluntary worker of any hospital or clinic or ambulance organisation.

All other terms and conditions remain unchanged.

### **FOOD AND DRINK CLAUSE**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this policy extends to indemnify the Insured against all sums which the Insured shall become legally liable to pay for compensation in respect of claims for death or illness due or alleged to be to Food and Drink supplied by the Insured at the above mentioned Premises or to anything contained or alleged to have been contained is such Food and Drink.

### **INDEMNITY TO DIRECTORS AND EXECUTIVE EMPLOYEES**

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

The insurance provided by this policy is extended to indemnify director or executive employee of the insured for legal liability (including costs and expenses incurred with the company written consent) in respect of accidental bodily injury and property damage (both as defined in the policy) happening within the Territorial Limits during the period of Insurance.

Provided that:-

- (a) the company shall not be liable under this extension in respect of any liability directly or indirectly arising from the pursuit or exercise by such director or executive employee of any employment business or profession other than in connection with the insured's business.
- (b) such extension or executive employee is normally resident in Thailand and is not entitled to indemnity under any other insurance policy.
- (c) the extension by this endorsement shall not apply to liability in respect of bodily injury to any person under a contract of service or apprenticeship with the director or executive employee where the injury arises out of and in the course of such employment or service.
- (d) such director or executive employee shall as though he were the insured observe fulfill and be subject to the terms, conditions and exception of this policy.
- (e) the total amount payable by the company exclusive of costs and expenses incurred with their written consent whether in respect of indemnity to the insured or director or executive employee referred to in this endorsement or in all shall not exceed the limit of liability mentioned in the schedule.

All other terms and conditions remain unchanged.



**INSURED TO INCLUDE ANY OFFICER, DIRECTOR OR EMPLOYEE OF THE INSURED**

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

It is declared and agreed that as far as concerns **bodily injury** or **property damage** for which the insured is responsible and happening in connection with the carrying out of work for any officer, director or employee of the insured. The company will at the request of the insured treat that officer or director or employee of the insured as though they were also insured under this policy.

In the event of any officer, director or employee of the insured being entitled to indemnity under any other policy of insurance, the indemnity granted herein will not apply.

All other terms and conditions remain unchanged.

**LOADING & UNLOADING**

Notwithstanding anything to the contrary contained, it is hereby agreed and declared the liability in respect of the loading and unloading or collection of goods to or from such vehicles or other items specified (Insofar as liability is not covered under any while insurance) is not excluded hereunder.

**LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained to the contrary, it is agreed that any circumstances or event, giving rise or likely to give rise to a claim under this policy must be reported to the company within **60** days.

**ELEVATORS, LIFTS & HOISTS LIABILITY**

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

This policy is extended to indemnify the insured for claims in respect of **bodily injury** or **property damage** arising directly or indirectly out of or caused by or in connection with any lift, hoist, plant & machinery in the physical or legal control of the insured or used in work undertaken by or on behalf of the insured.

Provided however that the company shall not be liable in respect of claims arising in connection with any such lifts, hoist, plant & machinery which is otherwise insured in respect of the same liability.

It is further agreed that the company shall not be liable for claims in respect of **bodily injury** or **property damage** arising directly or indirectly out of or caused by or in connection with any alterations and/or additions to lifts, elevators or escalators which shall include the enclosure, machinery, plant, supports, doors, safety devices, appliances or contrivances used in connection herewith.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.



**MISDESCRIPTION**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This cover shall not be void by any misdescription or alteration whatsoever. However the insured will notify the company as soon as possible when the insured become aware of the same and to pay additional premium, if required, from the date of the inception of the increase hazard.

All other terms and conditions remain unchanged.

**MINOR CONSTRUCTION, SUB-CONTRACTORS LIABILITY CLAUSE MAXIMUM CONTRACT VALUE: USD 150,000 PER CONTRACT**

The Insurer will indemnify the Insured against their legal liability for third party bodily injury or damage to third party property (as defined) arising out of or caused by or in connection with any minor alteration, renovation, repair, refurbishment, decoration work to the premises of insured undertaken by the Insured's or by an independent third party contractor. Provided that this extension shall only indemnify liability falling upon the Insured named in the Schedule and not the third party contractor themselves.

(Limit: USD 50,000 per occurrence and in aggregate)

**SOCIAL / RECREATIONAL ACTIVITIES**

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

This policy is extended to indemnify the insured in respect of the insured's legal liability for bodily injury and property damage as within defined in this policy caused by or arising out of and in connection with any social, recreational or welfare activities organised, supervised and managed by the insured for its invited participants including employees, their families, friends and guests and friends anywhere in Thailand.

The word "insured" whenever appearing included as an insured any person who is a member of the organising or management committee for such social, recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this policy is also extended to apply to occurrences during the policy period caused by or arising out of and in connection with drinks, beverages or food served by the insured during such social recreational or welfare activities.

In the event of a claim, the company will not raise the defence that such participants and employees are not third parties.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.



**STRIKE AND RIOT**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, This policy shall be extended to cover any liability to third party arising from strike and riot of the insured's employees.

The liability of the company for each extension of cover provided by this special clause shall not in any case exceed the Limit of indemnity specified in this policy.

Provided that the liability of the company under this endorsement shall not exceed the limit of liability under this policy.

All other terms and conditions remain unchanged.

**SUDDEN & ACCIDENTAL POLLUTION - 72 HOURS**

It is hereby understood and agreed that this policy does not apply :-

To Bodily injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water ; but this exclusion does not apply if such discharge, dispersal, release or escape meets all of the following conditions :

- (1) The discharge, dispersal, release or escape must be neither expected nor intended by the Insured and
- (2) The beginning of the discharge, dispersal, release or escape must take place during the policy period and
- (3) The discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
- (4) The initial bodily injury or property damage caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
- (5) Notwithstanding anything to the contrary in condition 4, Insured's duties in the event of occurrence, claim or lawsuit, or any other policy conditions, all claims made against the Insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

**ADDITIONAL DEFINITION**

The term release includes, but not limited to any of the following :  
Spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

**ADDITIONAL CONDITION**

If the Insured and the Company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident the burden of proving that all five enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the company, the Company may, but is not obligated to, defend any claim.

**ADDITIONAL PREMIUM : NIL**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as herein above set forth.



#### **EXTENSION FOR OVERSEAS VISITS**

Notwithstanding the territorial limits stated herein where a director or partner or employee of the Insured is outside their normal country of residence for less than 3 months continuously in connection with the business the Company will provide indemnity to the Insured and if the Insured so requests to any director partner or employee of the Insured against legal liability otherwise covered under the terms and conditions of this policy.

The indemnity will not apply: -

- (i) to legal liability arising from any agreement contract unless liability would have existed otherwise.
- (ii) to legal liability arising out of the ownership or an occupation of land or buildings.
- (iii) where indemnity is provided by any other insurance.
- (iv) to legal liability arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft.

Provided that the company shall only be liable under this policy in respect of claims brought in and subject to the jurisdiction of a court of law in Thailand.

#### **WATER DAMAGE LIABILITY ENDORSEMENT**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, In consideration of an additional premium to extend this policy to indemnify the insured for all sums which the insured shall become legally obligated to pay as damage because of **bodily injury** or **property damage** arising out of: -

- (a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems, elevator tanks or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, or
- (b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or
- (c) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the **named insured** and injure or destroy buildings or contents thereof.

All other terms and conditions remain unchanged.

#### **WAIVER OF SUBROGATION**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The company shall waive the rights of subrogation and other rights against all **named insured**, their subsidiaries, affiliates, officers and directors.

All other terms and conditions remain unchanged.

#### **WORK AWAY**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and noted that this policy extended to cover the Insured's legal liability during working away from their premises for the purpose of carrying out work from time to time during the currency of this policy.



# Attaching to and forming a part of Policy No. 0300A03344

COVERAGE PART  
C689

## PREMISES MEDICAL PAYMENTS INSURANCE

L 6109 (Ed. 5-66)

to complete said policy, of AIG Insurance (Thailand) Public Company Limited

### SCHEDULE

The insurance afforded is only with respect to the following Coverages indicated by specific premium charge or charges. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

| Advance Premiums                               | Limits of Liability        |                       | Coverage                    |             |
|------------------------------------------------|----------------------------|-----------------------|-----------------------------|-------------|
| X X X                                          | USD 2,500.- dollars        | USD 250,000.- dollars | E—Premises Medical Payments |             |
| Included                                       | each person                | each accident         | (a) Premises and operations | Covered     |
| Included                                       | USD 250,000.- in aggregate |                       | (b) Elevators               | Covered     |
| N/A                                            |                            |                       | (c) Sports activities       | Not Covered |
| Form numbers of endorsements attached at issue |                            |                       |                             |             |
| Included                                       | Total Advance Premium      |                       |                             |             |

### I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by **all** reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

#### Exclusions

This insurance does not apply:

#### (a) to **bodily injury**

- arising out of the ownership, maintenance, operation, use, loading or unloading of any **elevator** unless a premium charge is entered for **elevators** in the policy with respect to Premises Medical Payments Coverage;
- arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any **automobile** or aircraft owned or operated by or rented or loaned to the **named insured**, or
  - any other **automobile** or aircraft operated by any person in the course of his employment by the **named insured**;
but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to the **named insured**;
- arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** occurs away from the **insured premises**; or
- arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

#### (b) to **bodily injury**

- included within the **completed operations hazard** or the **products hazard**;
- arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
- due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

#### (c) to **bodily injury**

- to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
- to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

- to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;
- to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;
- to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

### II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

### IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

### V. ADDITIONAL CONDITION

#### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



**ASBESTOS AND SILICA EXCLUSION**

All liability is excluded for:

**ASBESTOS**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

**SILICA**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

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

**ABSOLUTE LEAD EXCLUSION**

It is hereby declared and agreed that this insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

**ABSOLUTE CYBER EXCLUSION:**

This insurance does not apply to:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including any personally identifiable information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data.

For purposes of this exclusion:

Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

Electronic data means any data stored on a computer system.

Personally identifiable information (PII) means any data that can be used to contact or identify a specific individual



### **CONCESSIONS EXCLUSION ENDORSEMENT**

It is understood and agreed that this insurance shall not apply to any concession or to any liability to the named insured arising out of any concession which is not owned or managed by the named insured but which is conducted on the premises of the named insured in conjunction with other services offered by the named insured.

### **COMMUNICABLE DISEASE EXCLUSION**

This endorsement is deemed part of this policy.

It is hereby and agreed that the insurance under this policy does not apply to any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear of threat (whether actual or perceived) of a Communicable Disease.

Under this endorsement,

1. loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but not limited to any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
2. a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

The insuring agreement under this endorsement is still subject to exclusions, general conditions and other statement in this policy unless otherwise stated in this endorsement.

However, this endorsement does not apply to the policy or the endorsement which provides the Communicable Disease coverage.

### **PURE FINANCIAL LOSS EXCLUSION ENDORSEMENT**

Notwithstanding anything contained in this policy to the contrary it is agreed that the indemnity provided herein shall not apply to any financial loss which is not consequential to third party bodily injury and or material damage to third party tangible property



#### **PROFESSIONAL LIABILITY EXCLUSION**

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the named insured, including but not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications.

#### **SANCTIONS, EMBARGO AND PROHIBITED TRANSACTIONS EXCLUSION**

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

"The company shall not be deemed to provide cover and the company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the company, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America." All other terms, conditions remain unchanged.

**Remarks:** This endorsement shall not be enforced if the insured has not acknowledge the limitation and exclusion given in this endorsement when the contract is entered into; and the company shall provide evidence of the insured's acknowledgement to the Registrar upon requested.

#### **TERRORISM EXCLUSION WITH AN AMENDMENT TO THE WAR EXCLUSION**

**Section I – Exclusions (e) War** is deleted in its entirety and replaced with the following:

(e) War

"Bodily injury", "property damage" "personal injury" or "advertising injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

**Section I – Exclusions**, is amended with the addition of the following exclusion:

"Bodily injury" or "property damage" arising directly or indirectly as a result of or in connection with "terrorism" including, but not limited to, any contemporaneous or ensuing "bodily injury" or "property damage" caused by fire, looting or theft.

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the Thailand Government as an act of terrorism.

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



#### **SEXUAL ABUSE OR MOLESTATION EXCLUSION**

It is hereby agreed and declared that notwithstanding anything contained in this policy to the contrary, The indemnity provided under this policy shall not apply in respect of:

1. the actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault or any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant volunteer or member of any facility owned, operated or maintained by the insured; or
2. the negligent employment, investigation, supervision or reporting to the proper authorities or failure to so report or retention of any employees, assistant volunteer or member of any facility owned, operated or maintained by the insured whose conduct would be excluded by item 1. above.

All other terms and conditions remain unchanged.

#### **MARINE LIABILITY EXCLUSION**

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

No coverages under this policy apply to any damages arising out of any marine liability which would include but not be limited to the following list:

- |                                   |                                                |
|-----------------------------------|------------------------------------------------|
| ▪ Charterer's Liability           | ▪ Terminal Operation Liability                 |
| ▪ Safe Berth Liability            | ▪ Wharfinger's Liability                       |
| ▪ Stevedores Liability            | ▪ Protection and Indemnity including Collision |
| ▪ Towers Liability                | ▪ Ship Builders' Liability                     |
| ▪ Jones Act Coverage              | ▪ US Longshoreman and Harbor Workers           |
| ▪ Ship Repairer's Legal Liability |                                                |

It is further agreed that no coverages under this policy shall apply to any damages arising out of:

- 1) Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control;
- 2) Personal injury to passengers;
- 3) Damage to or destruction of any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the insured may be held liable;
- 4) Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms and conditions remain unchanged.

#### **SPECIFIC EVENT/ENTITY/ACTIVITY/MATTER/PRODUCT EXCLUSION**

The following Exclusion is added to the policy:

This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any Event/Entity/Activity/Matter/Product listed below:

- ***Any liability arising out of any massage activities /Tour operation***

Subject otherwise to all of the terms, conditions and exclusions of this policy.



**TERRITORY RESTRICTION ENDORSEMENT**

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

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized, headquartered, incorporated, registered or established in a **Specified Area**;
- ii. natural person or resident located in a **Specified Area**; or
- iii. claim, action, suit or proceeding brought or maintained in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**Remarks:** This condition shall not be enforced if the Insured has not acknowledged and agreed to use the limitation and exclusion given in this condition when the contract is entered into. The Company shall provide evidence of the Insured's consent letter to the Registrar upon requested.



**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION**

**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This Policy does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part, from PFAS or the PFAS content of any substance or product.

The addition of this exclusion does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof.

"PFAS" includes any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this Policy, "PFAS" also includes, in addition to all substances described in the preceding sentence (along with each substance's conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid ("PFOA"), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and metabolites of all such substances.



Attaching to and forming a part of Policy No. 0300A03344

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#### SINGLE LIMIT ENDORSEMENT

As respects such insurance as is afforded under this policy, the company's limit of liability shall be one combined limit of USD 2,000,000.- under either or all coverage, for all damage, including care and loss or services arising out of bodily injury, sickness or disease including death at any time resulting therefrom and for all damages arising out of injury to or destruction of all tangible property, including the loss of use thereof, resulting from one occurrence, subject to the foregoing provision respecting each occurrence, the total annual aggregate limit of the company's liability for all damages, including care and loss of services arising out of bodily injury, sickness or disease including death at any time resulting therefrom, and for all damages arising out of injury or destruction of all tangible property, including the loss of use thereof, as a result of all occurrence occurring during the policy period shall be one combined of USD 2,000,000.-



**THAILAND LOCAL COVERAGE ENDORSEMENT  
( FOR COMPREHENSIVE GENERAL – AUTOMOBILE LIABILITY INSURANCES )**

In consideration of the premium charged, it is agreed that:

1. The definitions of “collapse hazard” and “policy territory” as indicated in the Policy Provisions-Part A of this policy are amended to read as follows
  - A. “ ‘collapse hazard’ includes “structural property damage” as defined herein and *property damage* to any time resulting therefrom. “Structural property damage” means the collapse of or physical damage to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.”
  - B. “ ‘policy territory’ means: **Thailand and extend to Worldwide excluding Russia and Republic of Belarus in respect of Temporary Overseas Visit.**”
2. Remuneration as defined in this policy is amended to read as follows:  
“ ‘Remuneration’ means the entire remuneration paid during the policy period to all employees of the named insured, including remuneration for overtime, bonuses and cash allowances for cost of living and board and lodging.”
3. If interim adjustments of premium shall be made as indicated under Item 2 of the Declarations of this policy, the earned premium shall be computed in accordance with the provisions of Condition 1. Premium – of this policy and the named insured shall pay such premium to the company. The advance premium shall be applied against the earned premium for the final period.
4. The exclusion pertaining to War as indicated in the Coverage Parts of this policy is amended to read as follows:  
“No liability shall attach to the company under this policy for any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.”
5. The Nuclear Energy Liability Exclusion as indicated in Policy Provision – Part A is amended to read as follows:  
“It is agreed that:
  - A. This policy does not cover:
    - (1) any occurrence or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
    - (2) 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - B. The indemnity or compensation provided by this policy shall not apply to nor include any occurrence, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by or arising from nuclear weapons material.
6. Condition 6 – Other Insurance – of this policy is amended by the addition of the following:  
“If the insured has been provided by the company’s authorised representative with other valid and collectible insurance against a loss covered by this policy (1) in order to comply with local statutory requirements or (2) for local coverage underlying this policy, or if the insured has a self-insurance plan in operation in any of the countries designated in the Coverage Parts of this policy, the insurance under this policy shall be excess insurance cover, and in no event contributing to, such other insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other (1) statutory or (2) underlying insurance policy; however, the limits shall not be reduced where there is no other insurance except the insured’s self-insurance plan.”
7. Notwithstanding anything herein to the contrary, no coverage is provided hereunder for any occurrences, claims made, suits filed or judgements rendered in the United States of America, its territories or possessions and/or Canada. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Definitions, Conditions, Declarations, Exclusions, Limitations or Terms of the policy, except as hereinabove set forth.

This endorsement is effective as from the inception of the policy period.



บริษัท เอไอเอ ประกันภัย (ประเทศไทย) จำกัด (มหาชน)  
AIG Insurance (Thailand) Public Company Limited

สำนักงานใหญ่ เลขที่ 989 อาคารสยามพิวรรตน์ทาวเวอร์ ชั้นที่ 21 และ 23 ถนนพหลโยธิน แขวงปทุมวัน กรุงเทพมหานคร 10330  
Head Office, 989, Siam Piwat Tower, 21<sup>st</sup> and 23<sup>rd</sup> Floor, Rama I Road, Pathumwan, Bangkok 10330, Thailand  
Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999  
ทะเบียนเลขที่ บมจ. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษี / Tax ID: 0107554000283

## GENERAL LIABILITY POLICY

### POLICY PROVISIONS – PART A

#### PLEASE READ THIS POLICY

This Insurance policy contains broad coverage, however, it also contains significant restrictions and limitations of coverage of which you should be aware. You may wish to contact your insurance company regarding additional coverages or questions.

## AIG INSURANCE (THAILAND) PUBLIC COMPANY LIMITED

(A Capital Stock Insurance Company, herein called the Company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“**automobile**” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

“**bodily injury**” means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

“**collapse hazard**” includes “structural property damage” as defined herein and **property damage** to any other property at any time resulting therefrom “Structural property damage” means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

“**completed operations hazard**” includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. “Operations” include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company’s manual specifies “including completed operations”

“**elevator**” means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having compartment height not exceeding four feet;

“**explosion hazard**” includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

“**incidental contract**” means any written (1) lease off premises, (2) easement

agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

“**insured**” means any person or organization qualifying as an insured in the “Persons insured” provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

“**mobile equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**,

including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy.

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

**"policy territory"** means:

- (1) the United States of America, its territories or possession, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was

sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

**"underground property damage hazard"** includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. **"Underground property damage"** means property damage to wires, conducts, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or

traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### CONDITIONS

**1. Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

**2. Inspection and Audit:** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule of regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions

thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

#### **3. Insured's Duties in the Event of Occurrence, Claim or Suit:**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**4. Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the

AIG Insurance (Thailand) Public Company Limited

amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative save and except where permitted by law. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

**5. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part (s) and Endorsement (s) (If Any) Here

**7. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**8. Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**9. Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period hereof.

**10. Cancellation:** This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**6. Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**11. Declarations:** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to the insurance.

In Witness Whereof, the has caused this policy and its declarations page to be signed by duly authorized person and the Company's stamp to be affixed at its office in Bangkok, Thailand.



#### 7.15 หนังสือแต่งตั้งผู้ประสานงาน กรณีมีเรื่องร้องเรียน

ที่ LHM 001/2568

วันที่ 3 มกราคม 2568

หนังสือแต่งตั้งผู้ประสานงานรับเรื่องร้องเรียนบ้านข้างเคียง

ทางบริษัท แลนด์มาร์ค โฮลดิ้งส์ จำกัด ได้รับความไว้วางใจให้เป็นผู้ดำเนินงานโครงการเจ้าพระยาเอสเตท ซึ่งบริเวณข้างเคียงโครงการฯ มีบ้านพักอาศัยจำนวนมาก ทางบริษัทฯ จึงให้ความสำคัญทางด้านผลกระทบที่อาจเกิดขึ้นจากกิจกรรมต่างๆ ของโครงการ จึงได้แต่งตั้งให้มีเจ้าหน้าที่สำหรับดูแลประสานงานและรับเรื่องร้องเรียนจากบ้านข้างเคียง โดยมีรายชื่อดังนี้

 ผู้ช่วยอาวุโส ฝ่ายบริหารสินทรัพย์ โครงการเจ้าพระยาเอสเตท

ขอแสดงความ

  
ผู้จัดการฝ่ายบริหารสินทรัพย์  
โครงการเจ้าพระยาเอสเตท

# *Save nature for the future.*

Environment Research & Technology Co., Ltd. has been established since 1999 with the commitment to protect the quality of the environment and to provide services to the government and various industries.

The company together with the experienced consulting team will offer the environmental & safety engineering and technical services to support your environmental management and to assist your business and company to achieve safety and healthy environment.



## CONTACT



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