

ภาคผนวกที่ 12

กรมธรรม์ประกันภัย



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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

Document Stating Insurance Details

This document shall form an integral part of this Policy (No. 623-01441-569)	Effective from 01/11/2023	To 01/06/2026
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TYPE : Construction / Erection All Risks Insurance

POLICY FORM : Munich Re's Construction / Erection's All Risk Policy
plus Special Extensions / Clauses as attached

INSURED : **Principal**
EDEN Supreme Corporation Limited and/or any person or corporate body with whom the Contractor undertakes a contract for the carrying out of work or any person or corporate body named as Principal in such contract

Contractor(s)

Main Contractors and/or Sub Contractors including Designated and Nominated Sub Contractors that may be appointed from time to time for their respective rights and interests

Consultant

Consultant and/or all managing consultants, architects, designers, engineers in respect of site activities only

PERIOD OF INSURANCE : 1st November 2023 to 1st June 2026 inclusive of 8 weeks of Testing and Commissioning followed by 24 months Extended Maintenance Period thereafter

PROJECT NAME : EDEN EKKAMAI Project

CONTRACT SITES : Soi Ekkamai 12, Sukhumvit 63 Road

SCOPE OF WORK : All constructions work of :-

Condominium and Car Parking 7 Floors and Basement 3.5 Floors

No. of Condominium Units 17 Units

Including mobilization, piling, superstructure landscape; interior and other work with related to this project



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SECTION I - MATERIAL : Coverage

DAMAGE

Unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded

Limit of Liability (THB)

1.0 Contract Work	514,000,000.00
1.1 Contract Price	Included in 1.0
1.2 Material Supplied by Principal (s)	Included in 1.0
2.0 Construction Plant & Equipment	Not covered
3.0 Construction Machinery	Not covered
4.0 Existing Property	Not covered

Total 514,000,000.00

Flood Coverage

This insurance is covered for loss of or damage caused by Flood with a limit of THB 100,000,000 any one occurrence and in aggregate during policy period

SECTION II - THIRD : Coverage

PARTY LIABILITY

To indemnify the Insured up to but not exceeding the amounts specified in the Policy against such sums which the Insured shall become legally liable to pay as damages consequent upon

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

occurring in direct connection with the construction or erection work and happening on or in the immediate vicinity of the site during the period of cover.

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

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Insurer



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Limit of Liability

THB 50,000,000 combined single limit for bodily injury and property damage per accident and in aggregate during policy period

DEDUCTIBLE : Each and every Claim

Works

Flood, Windstorm (including hurricane and cyclone), Earthquake (including tidal wave and tsunami), Hail, Water Damage 10% of loss or minimum THB 350,000 any one accident

Subsidence, Landslide, Collapse, Maintenance, Fire, Theft, Burglary, Consequence of Faulty Design, Testing and Commissioning 10% of loss or minimum THB 250,000 any one accident

Other 10% of loss or minimum THB 150,000 any one accident

Third Party Liability

Bodily Injury Nil

Property Damage 10% of loss or minimum THB 100,000 any one accident

Underground Cables, Pipes and Other Facilities 10% of loss or minimum THB 250,000 whichever is higher

Vibration, Removal or Weakening of Support (VRWS) 10% of loss or minimum THB 250,000 whichever is higher per each house / building or each claimant



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In the event of loss, damage or occurrence whereby more than one deductible applies or where one loss or occurrence involves the potential application of one deductible over more than one section of the policy, the highest deductible will apply

- POLICY TERRITORY** : Coverage applies to occurrences in Thailand in connection with the project
- COVERAGE** : Coverage under this policy applies to claims and suits brought against the Insured in the
JURISDICTION courts of Thailand
- LAW AND** : This policy of insurance shall be governed by the laws of Thailand and shall be subject to
JURISDICTION OF the jurisdiction of the courts of Thailand
CONTRACT
- SPECIAL CLAUSES**
- 1) Automatic Extension of Contract Period Clause 3 months (subject to additional premium and terms to be agreed)
 - 2) Architects', Surveyors' & Consulting Engineering Fees
Limit of Liability : THB 20,000,000 any one occurrence and in aggregate
 - 3) Cessation of Work Clause (3 months)
 - 4) Consequential Loss to Third Party Clause
Limit of Liability : THB 10,000,000 any one occurrence and in aggregate
 - 5) Cross Liability Clause (Munich Re Endorsement No. 002)
 - 6) Debris Removal Clause
Limit of Liability : THB 20,000,000 any one accident and in aggregate
 - 7) Designer's Risk Clause (Munich Re Endorsement No. 115)
 - 8) Escalation Clause (10% of Contract Value but not exceeding THB 100,000,000 any one occurrence and in aggregate)
 - 9) Expediting Expenses Clause (inc. Airfreight), subject to sub-limit of 20% of normal repair cost
 - 10) Error and Omission Clause
 - 11) Extended Maintenance Clause (24 Months) (Munich Re Endorsement No. 004)
 - 12) Extinguishment and Mitigation Expenses Clause
Limit of Indemnity : THB 20,000,000 any one occurrence and in aggregate)



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13) Inland Transit Clause (Include loading and unloading)

Limit of Indemnity : THB 20,000,000 any one accident and in aggregate;

Excess : 10% of loss or minimum THB 50,000 whichever is higher

14) Offsite Storage Clause

Limit of Indemnity : THB 20,000,000 any one accident and in aggregate;

Excess : 10% of loss or minimum THB 50,000 whichever is higher

15) Principal's Employees & Representative as Third Parties Clause

16) Loss Notification Clause (45 days)

17) Plans & Documents Clause

Limit of Indemnity : THB 10,000,000 any one occurrence and in aggregate

18) Piling and Retaining Wall Works Clause (MR121)

19) Strike, Riot and Civil Commotion Clause (Munich Re Endorsement No. 001)

20) Sue and Labour Clause

Limit of Indemnity : THB 20,000,000 any one occurrence and in aggregate

21) Taken Over or Put Into Service Clause

22) Temporary Office and Office's Equipment Clause

Limit of Indemnity : THB 20,000,000 any one accident and in aggregate;

Excess : 10% of loss or minimum THB 50,000 whichever is higher

23) Temporary Protection Clause

Limit of Indemnity : 20,000,000 any one occurrence and in aggregate

24) Testing of Machinery & Installation Clause (8 weeks)

25) Tool of Trade Plant Clause

26) Third Party Liability During Maintenance Period Clause

27) Underground Cables, Pipes and Other Facilities Clause (Munich Re Endorsement No. 208)

Limit of Indemnity : THB 10,000,000 any one occurrence and in aggregate

Excess : 10% of loss or minimum THB 250,000 whichever is higher

28) Vibration, Removal or Weakening of Support Clause (Munich Re Endorsement No. 120)

Limit of Liability : THB 10,000,000 any one occurrence and in aggregate

Excess : 10% of loss or minimum THB 250,000 whichever is higher per each house/building or each claimant

29) 72 hours Clause



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- 30) Automatic Reinstatement of Loss Clause (subject to terms and additional premium to be agreed)
- 31) Arbitration Clause
- 32) Pollution Exclusion
- 33) Asbestos Exclusion
- 34) War and Terrorism Exclusion
- 35) Electronic Data and Internet Endorsement
- 36) Communicable Disease Exclusion (LMA 5396)
- 37) Communicable Disease Exclusion (LMA 5393)
- 38) Cyber Loss Limited Exclusion (LMA 5410)

Note:

- 1. Policy Limits and Sub Limits of Liability are to apply in excess of the Deductible.
- 2. All limits granted under Special Clauses are inclusive within Total Sum Insured (or Contract Value) unless otherwise specifically agreed

NOMINATED LOSS

: 1) Mclarens (Thailand) Ltd

ADJUSTERS

2) Crawford and Company

PREMIUM

: THB 1,542,000.- subject to 0.4% Stamp Duty and 7% VAT

At rate 0.3% on Contract Value

WARRANTY

: Protection net shall be provided by the contractor in order to prevent the fallen materials during the construction period



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THE POLICY

CONSTRUCTION AND ERECTION ALL RISKS

Whereas the Insured named in the Schedule hereto has made to the **Bangkok Insurance Public Company Limited** (hereinafter called the "Insurer") a written proposal by completing a questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein, Now this Policy of insurance witnesses that subject to the Insured having paid to the Insurer the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurer will indemnify the Insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS

The Insurer will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial.

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

PERIOD OF COVER

The liability of the Insurer shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurer's liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the period of insurance are subject to the prior written consent of the Insurer.



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GENERAL CONDITIONS

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurer.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurer to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4. a) Representatives of the Insurer shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurer with all details and information necessary for the assessment of the risk.
b) The Insured shall immediately notify the Insurer by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurer.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify the Insurer by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurer;
 - d) furnish all such information and documentary evidence as the Insurer may require;
 - e) inform the police authorities in case of loss or damage due to theft or burglary.

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

Upon notification being given to the Insurer under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Insurer shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurer does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.



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The liability of the Insurer under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurer in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurer are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurer.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurer.
8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in the case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.



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SECTION I – MATERIAL DAMAGE

The Insurer hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurer will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurer will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special exclusions to Section I

The Insurer shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.



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Provisions applying to Section I

Memo 1 – Sums insured

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

for item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

for items 2 and 3: the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurer.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Basis of loss settlement

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

- a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

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

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

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.



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Memo 3 – Extension of cover

Extra charges for overtime, night work, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

SECTION II – THIRD PARTY LIABILITY

The Insurer will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

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

Occurring in direct connection with the erection, construction or testing of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

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

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Insurer,

provided always that the liability of the Insurer under this section shall not exceed the limits of indemnity stated in the Schedule.

Special exclusions to Section II

The Insurer will not indemnify the Insured in respect of

- 1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- 2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Sections I of this Policy;
- 3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
- 4. liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;



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- b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
- c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
- d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Conditions Applying to Section II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer may require.
2. The Insurer may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurer shall thereafter be under no further liability in respect of such accident under this section.



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This document shall form an integral part of this Policy (No. 623-01441-569)

Effective from 01/11/2023

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SPECIAL CLAUSES

1. Automatic Extension of Contract Period Clause 3 months (subject to additional premium and term to be agreed)

The insurer shall automatically extend the period of insurance under the policy for 3 months if there is any delay in completion of the contract at pro-rata additional premium with existing rate and terms. Such additional premium is to be payable on commencement of the extension period.

2. Architects', Surveyors' and Consulting Engineers' Fees (Limit of Liability : THB 20,000,000 any one occurrence and in aggregate)

The insurer shall indemnify the insured up to THB 20,000,000 any one accident and in aggregate (in addition to contract value) in respect of architects', surveyors', legal consulting engineers' and other fees for estimates plans specifications quantities tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon loss or damage which is the subject of indemnity under this insurance at a rate in accordance with the scale of the appropriate professional body ruling at the time of reinstatement but not for such fees for preparing any claim hereunder.

3. Cessation of Work Clause (3 months)

Notwithstanding General Exclusions (d) of this Policy, it is hereby declared and agreed that the insured works continued to be covered for the full effect, subject to the terms and conditions of this Policy, during the period of cessation of works up to 3 months in aggregate during the Policy period of this endorsement.

4. Consequential Loss to Third Party Clause (Limit of Liability : THB 10,000,000 any one occurrence and in aggregate)

It is agreed and understood that the coverage under Section II, third party liability (excluding the existing completed principal's property) of this Policy is extended to include consequential loss due to the physical damage directly caused by the performance of the contract insured by this Policy for which the Insured is legally liable. Subject otherwise to the terms, provisions of this Policy.

5. Cross Liability Clause (Munich Re Endorsement No.002)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the third party liability cover of the policy shall apply to the insured parties named in the schedule as if a separate policy had been issued to each party, provided that the Insurer shall not indemnify the Insured in respect of liability for



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- a) loss of or damage to items insured or insurable under section I of the policy, even if not recoverable due to an excess or any limit,
- b) fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employers' liability insurance.

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

6. Debris Removal Clause (Limit of Liability : THB 20,000,000 any one accident and in)

It is agreed and understood that this policy shall extend to include costs and expenses reasonably incurred by the Insured in:

- 1. Removing debris
- 2. Dismantling and/or demolishing
- 3. Shoring up or propping

of the portion or portions of the property destroyed or damaged by any perils hereby insured against.

The liability of the Company under this clause and the policy in respect of this extension shall in no case exceed 10% of contract value in any one occurrence (in addition to the Contract Value).

7. Designer's Risk Clause (Munich Re Endorsement No. 115)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c) under special exclusions to Section I of the Policy shall be deleted and exclusion d replaced by the following wording:

"d) The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design."



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8. Escalation Clause (10% of Contract Value but not exceeding THB 100,000,000 any one occurrence and in aggregate)

The insurer is agreed that if during the Construction Period the value of the Works shall exceed the Total Works Sum Insured as specified in the schedule, the relevant Total Works Sum Insured shall be increased automatically so that it is equal to such value, subject, however, to the increase not exceeding in any case 10% of Contract Value but not exceeding THB 100,000,000 any one occurrence and in aggregate.

9. Expediting Expenses Clause (inc. Airfreight), subject to sub-limit of 20% of normal repair cost

The Insurer shall indemnify the insured, up to 20% of normal repair cost any one occurrence in respect of reasonable extra costs for overtime, night-work, work on public holidays and express freight (including airfreight) incurred to rectify loss of or damage to property insured.

10. Error and Omission Clause

This Policy shall not be invalidated by the Insured having omitted to state any material fact to be known for estimation of the risk or by any error in reporting values. In the event any error comes to the attention of the Insured such fact shall be reported within 60 days of coming to the attention of the Insured and the premium adjusted in accordance with the revised values.

11. Extended Maintenance Clause (24 Months) (Munich Re Endorsement No. 004)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the policy shall be extended for the maintenance period up to 24 months to cover loss of or damage to the contract works

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



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12. Extinguishment and Mitigation Expenses Clause (Limit of Indemnity : THB 20,000,000 any one occurrence and in aggregate)

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

It is further agreed that the indemnity afforded by this clause shall include (but not be limited to) the payment of wages to Insured's employees (other than full-time members of a work's fire brigade), the cost of replenishing fire fighting appliances; and the cost of replacing, reinstating or repairing materials and equipment lost, destroyed or damaged unless otherwise specifically insured.

13. Inland Transit Clause (Include loading and unloading)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit (including loading and unloading) to the contract site other than on waterways or by air within the territorial limits of Thailand provided that the maximum amount payable under this Endorsement does not exceed THB 20,000,000 any one accident and in aggregate; subject to deductible 10% of loss or minimum THB 50,000 whichever is higher each and every loss.

14. Offsite Storage Clause

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

The Insurer shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood.

The Company's liability under this extension shall not exceed THB 20,000,000 any one accident and in aggregate; subject to deductible 10% of loss or minimum THB 50,000 whichever is higher each and every loss.



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15. Principal's Employees & Representative as Third Parties Clause

It is hereby agreed and understood that the insurance under Section II of this Policy is extended cover to bodily injury of Principal and/or Employee (s) and/or Representative (s) of the Principal and their properties as the third party.

16. Loss Notification Clause (45 days)

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Insurer of any circumstances or events giving rise or likely to give rise to a claim under this Policy within reasonable periods.

17. Plans & Documents Clause

It is agreed that this policy shall extend to cover loss of or damage to plan & document subject to a limit of THB 10,000,000 any one occurrence and in aggregate.

18. Piling and Retaining Wall Work Clause (MR121)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
 - a) which have become misplaced or misaligned or jammed during their construction,
 - b) which are lost or abandoned or damaged during driving or extraction, or
 - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.



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19. Strike, Riot and Civil Commotion Clause (Munich Re Endorsement No. 001)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by

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

provided that it is hereby further expressly agreed and declared that

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

Special Conditions

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



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

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
- b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
- c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

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

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

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

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

20. Sue and Labour Clause

Notwithstanding anything contained in this Policy to the contrary, the insurance afforded under this Policy is extended to include reasonable expenses incurred by the Insured in their efforts to recover, safeguard or preserve the Property Insured, to minimize any loss insured hereunder, or to prosecute in its own name any claim for indemnity or damages or otherwise in respect of such loss, provided that the Company has consented to such action.

Limit of Indemnity : Baht 20,000,000 any one occurrence and in aggregate.



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21. Taken Over or Put Into Service Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

22. Temporary Office and Office's Equipment Clause

This policy shall cover office equipment at site & temporary site office which belonging to all contractors, principal and principal's representative including Labor camp with limit of indemnity THB 20,00,0000 any one accident and in aggregate; subject to deductible 10% of loss or minimum THB 50,000 whichever is higher each and every loss.

23. Temporary Protection Clause

The insurance afforded by this policy is extended to cover the cost of temporary protection up to a limit of THB 20,000,000 any one occurrence and in aggregate reasonably for the safety and protection of the premises pending repairs/replacement of damage.

24. Testing of Machinery & Installation Clause (8 Weeks)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond eight weeks from the date of commencement of the test.

If, however, a part of a plant or one (or several) machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom shall cease whereas the cover shall continue for the remaining parts to which the above does not apply.

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

25. Tool of Trade Plant Clause

It is hereby declared and agreed that the section II of the policy shall extend to include liability arising from the use of road registered mobile plant on the site as tool of trade which is the property of the contractor or there sub-contractors but only in respect of such liability not insured under any other policy of insurance.



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26. Third Party Liability During Maintenance Period Clause

The Policy is extended to cover third party liability during the maintenance period as per the Extended Maintenance Clause

27. Underground Cables, Pipes and Other Facilities Clause (Munich Re Endorsement No.208) – Limit of Indemnity : THB 10,000,000 any one occurrence and in aggregate

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

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

subject to deductible 10% of loss or minimum THB 250,000 whichever is higher each and every loss.

28. Vibration, Removal or Weakening of Support Clause (Munich Re Endorsement No. 120) – Limit of Liability : THB 10,000,000 any one accident and in aggregate.

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

Provided always that

The Insurer indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,

- the Insurer indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.



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The Insurer shall not indemnify the Insured in respect of liability for

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

subject to deductible 10% of loss or minimum THB 250,000 whichever is higher each and every loss.

29. 72 hours Clause

For any loss or damage to the insured property that arises during any one period of 72 consecutive hours and is caused by storm, tempest, water damage, flood, subsidence, collapse or earthquake.

It shall be deemed a single event and shall therefore constitute one occurrence with regard to the excess(s) as stated in the schedule.

The Insured shall have full discretion as to the commencement of any such 72 hours period but it should be understood and agreed that there shall be no overlapping in any two or more such 72 hours period in the event of damage occurring over a more extended period of time.

30. Automatic Reinstatement of Loss Clause (subject to terms and additional premium to be agreed)

In the event of any claim having occurred under this policy and in the absence of written notice by the Insured to the contrary, the amount of insurance cancelled by such claim is to be automatically reinstated as and from the date of the damage, the Insured undertakes to pay the appropriate additional premium as may be required for such reinstatement from that date.

31. Arbitration Clause

If there is any difference, dispute or demand under this Policy between any claimant and the Insurer, in which case the claimant wishes to refer the matter to arbitration, the Insurer will agree to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.

32. Pollution Exclusion

This Insurance does not cover :

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



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33. Asbestos Exclusion

This Policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials. The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit. This Clause applies to all coverages under this policy.

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

34. War and Terrorism Exclusion

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

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

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

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

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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



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35. Electronic Data and Internet Endorsement

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

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

Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

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

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

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

36. Communicable Disease Exclusion (LMA 5396)

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
Bangkok Insurance Public Company Limited

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

This document shall form an integral part of this Policy (No. 623-01441-569)

Effective from 01/11/2023

To 01/06/2026

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

37. Communicable Disease Exclusion (LMA 5393)

Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

1. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1.1. 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

1.2. 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

1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.



บริษัท กรุงเทพประกันภัย จำกัด (มหาชน) Bangkok Insurance Public Company Limited

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This document shall form an integral part of this Policy (No. 623-01441-569)

Effective from 01/11/2023

To 01/06/2026

38. Cyber Loss Limited Exclusion Clause

- i. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- ii. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:
- fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

- iii. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- iv. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

- v. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

LMA5410

39. Nominated loss adjuster Clause

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

- Crawford & Company (Thailand) Ltd.
- McLaren (Thailand) Ltd.