

Personal Property Insurance and Comprehensive Personal Liability Insurance

GENERAL CONDITION

Words or expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear except for being specifically mentioned in this Policy.

1. DEFINITIONS

Policy	means the Schedule of the policy, terms, conditions, exclusions, special provisions, warranties, endorsements, which are part of this contract.
Company	means the Insurer(s) under this Policy.
The Insured	means the person (s) or juristic person (s) shown as the Insured in the Schedule, who agree (s) to pay the premium.

2. VOIDABLENESS OF POLICY

If there be any material misdescription of the Property hereby insured, or of any building or place in which such Property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or for fixing the premium, or any omission to state such fact, this insurance contract shall be voidable and the Company shall have the right to cancel this Policy within the period as stipulated by law.

3. SUBROGATION OF RIGHTS

Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

4. CLAIMS AND INDEMNIFICATION CONDITIONS

Duties of the Insured regarding claims for compensation on the happening of any loss or damage

- 4.1 The Insured shall give immediate notice thereof to the Company without delay, and shall within 30 days after the loss or damage, unless the Insured faces a reasonable problem, or such further time as the Company may in writing allow in that behalf deliver to the Company the following evidence at the Insured's own expense:
 - 1) A claim in writing for the loss and/ or damage containing, in particular, an account of the property damaged or destroyed, and the value of the said damaged property not including profit, at the time of the loss or damage
 - 2) Particulars of all other insurances, including any insurance effected with other insurers on the subject matter concerning the property insured under this Policy
- 4.2 The Insured at his own expense must produce, procure, advise and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, proof and information with respect to the Claim and the origin or cause of the fire and/ or any other insured perils and the circumstances under which the loss or damage occurred as may be reasonably required by the Company
- 4.3 The Insured shall carry out and permit to be taken any action by the Company or authorised person which may be reasonably practicable to prevent further DAMAGE.

In the case of any willful act or cause conducted by the Insured to be believed as willfully not to conform with any of the above conditions, and when the Insured submits any claims to the Company and if the Company declines liability for any reasons, the Insured or any person sustaining the damage can appeal to the court or arbitration. If the court or arbitration rules that the Company shall be liable to the Insured or such person, the Company shall indemnify the Insured according to the judgment of the court or arbitration together with interest at 15% as debtor who has failed to fulfill an obligation as from the date of such obligation.

5. DOUBLE INSURANCE AND CONTRIBUTION

The Insured shall notify the Company in writing of the existence of any other insurance in force or subsequently effected with other insurers on the property insured coverable with similar risks as in this Policy either partially or totally. If at the time of any loss or damage happening to any property hereby insured, there would be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons acting on behalf of the Insured, covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. In any case the Company shall not be liable to pay more than the amount insured under this Policy. It is agreed that the Company shall not refer to the sequence of insurance for the contribution of claim payments.

6. CANCELLATION OF INDEMNIFICATION

The Company has the right to cancel indemnification without refund of premium for the following cases

- 6.1 Loss or damage happening from corruption or carelessness of the Insured or beneficiary
- 6.2 Frauds
 - 1) If such loss or damage be occasioned by the wilful act or with the connivance of the Insured or beneficiary or any person acting on behalf of the Insured or the beneficiary to obtain any benefit under this Policy
 - 2) If any fraudulent means or devices or false declarations are used or made by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

7. SETTLEMENT OF DISPUTE BY ARBITRATION

In case of any dispute, argument or appeal under the insurance policy between the Insured and the Company if the Insured desires or finds it necessary to settle the dispute, argument or appeal by arbitration, the Company must comply with the Insured's wish and let the dispute, argument or appeal be considered and judged under the system in force according to the resolution made by the Department of Insurance, Ministry of Commerce.

8. CESSATION OF POLICY

The coverage under this insurance shall immediately cease whenever

- 8.1 The insured premises are changed from those of a dwelling to any other purpose and in such a way as to increase the risk of loss or damage
- 8.2 The property insured is removed to any building or place other than that in which it is herein stated to be insured
- 8.3 The interest in the property insured is passed from the Insured otherwise than by will or operation of law
- 8.4 The Insured has not paid the insurance premium within 60 days from the commencement of this Policy
- 8.5 Buildings described in the Policy or any part of such buildings fall or are displaced provided that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building, or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk provided that such fall or displacement is a proximate cause of perils insured under this Policy
- 8.6 Building insured or place containing the property insured becomes unoccupied or without maintenance and so remains for a period of more than 60 consecutive days.

Unless the Insured gives notice to the Company and the Company agrees to continue the insurance of this Policy by endorsement expressed hereon or attached hereto.

9. CANCELLATION OF POLICY

- 9.1 The Company may terminate this Policy by giving notice in writing, to be sent by registered post to the last known address of the Insured at least 15 days prior to such termination, in which case the Company shall repay the premium to the Insured by deducting a rateable proportion of the premium for the time the Policy has been in force.
- 9.2 The Insured may terminate this Policy by giving notice to the Company in writing and has the right to a refund of premium after deducting the customary short period premium for the time the Policy has been in force which is

The Customary Short Period Rate

Period of Insurance (Not less than/month)	Percentage of a 1 year premium
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

10. TIME LIMIT

In no case whatever shall the Company be liable for any loss or damage after the expiration of two years from the happening of the loss or damage unless the claim is the subject of proceedings in the court or in arbitration.

11. NOTICE

Every notice and other communication between the Insured and the Company affecting this Policy shall be enforceable and must be made in writing.

12. GENERAL EXCLUSION

This Policy does not cover

- 12.1 DAMAGE occasioned by war, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strike, civil commotion, act of terrorism, revolution, or military, or usurped power, martial law, or any of the events or causes which determine the proclamation of maintaining martial law
- 12.2 loss or destruction of or damage directly or indirectly caused by or contributed to by or arising from
 - 12.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 12.1.2 The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof

SECTION 1 : FIRE INSURANCE

1. DEFINITIONS

Damage	means loss or damage either partial or total to the property insured caused by insured perils under this Policy.
Property Insured	means building (excluding foundation) and/ or its contents including property contained within the insured premises as stipulated in the schedule.
Building (excluding foundation)	means <ol style="list-style-type: none">a) single house, townhouse, twin house, block-house for dwelling, parking lot and small outside buildings such as houses for servants, canteens and so on, walls, fences, gates including improvementsb) room unit for dwelling within a condominium, flat or apartment.
Its Contents	means furniture, fixtures, fittings, tools, household utensils, electrical appliances and equipment, musical instruments, audio equipment, kitchenware, clothing and other property in the dwelling of the Insured or normal dependants.

2. COVERAGE

The Company agrees with the Insured that if after payment of the premium, any of the property insured be lost, destroyed or damaged by

- 2.1 FIRE**
- 2.2 LIGHTNING** (Including loss or damage to electrical appliances and equipment caused by short circuit arising from lightning)
- 2.3 EXPLOSION**
- 2.4 VEHICLE, OR ELEPHANT, HORSE, COW, BUFFALO IMPACT:** the loss or damage to insured property, including any fence, wall and door, resulting from an impact of any vehicle or beast of burden, such as elephant, horse, cow, buffalo, etc. and from being hit or scraped by and/or an impact of any falling goods or property loaded on such vehicle or beast of burden. "Vehicle" shall not include aircraft. However, the Company shall not be liable for any loss or damage to insured property arising from an impact of any vehicle or beast of burden, such as elephant, horse, cow, buffalo, etc., owned by the insured, any family member residing in the same household as the insured or any person acting in the course of employment or on the insured's request. Unless belonging to the Insured or any member in the Insured's family residing with the Insured or other persons in the course of employment or by the order of the Insured
- 2.5 AIRCRAFT AND FALLING OBJECTS FROM AIRCRAFT** unless permitted by the Insured to land on the allowed area
The wording of "aircraft" includes self-propelled rockets and spaceships
- 2.6 WATER DAMAGE** arising from the accidental discharge, leakage or overflow of water or steam from water pipes, water tanks, heating systems, water pumps, household hydrants, cooling systems, air-conditioning systems, rain-water entering into buildings through damaged roofs, windows, doors, window-frames, doorframes, ventilating channels, skylights, water pipes or gutters

Item 2.6 excludes

- 2.6.1 damage from overflowed water, flood or seepage of water through walls, foundations or basements
- 2.6.2 clearance of drainage, breakage or leakage of underground waterworks systems or underground hydrants which have their main pipes outside the insured premises, or from sprinkler leakage.

During the period of insurance as stated in the Policy Schedule or any subsequent period for which the Company accepts the renewal, the Company will pay to the Insured the value of the property at the time of its loss, destruction or damage

provided that the liability of the Company under this Policy shall not exceed

- 1) the total sum insured or in respect of any item its sum insured at the time of the loss, destruction or damage
- 2) the sum insured remaining after deduction for any other loss destruction or damage occurring during the same period of insurance, unless the Company shall have agreed to reinstate any such sum insured, and the Insured shall agree to pay the appropriate additional premium.

3. CALCULATION OF SUM INSURED AND CLAIM AMOUNT

In calculation of the sum insured and claim amount, the Insured at his own option can select one of the following methods

- 1. Replacement Cost Valuation, or
- 2. Actual Cash Value

4. INDEMNIFICATION

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Companies in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to replace such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

5. UNDERINSURANCE

If the sum insured is equal to or of greater value than 70% of the insurable value, at the time of occurrence of any damage, then the Company shall indemnify the Insured the full value of damage (not exceeding the sum insured). The Under Insurance Clause shall not be applied in this case.

However, if the sum insured is less than 70% of the actual value at the time of occurrence of any damage as covered by the insured perils under this Policy, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

The contribution ratio will be calculated as follows :

$$\text{Indemnity amount for each item (not exceeding the sum insured)} = \frac{\text{Sum Insured} \times \text{Total amount of loss covered under the Policy}}{\text{The actual value of the property insured}}$$

6. RIGHT OF THE COMPANY TO MAINTAIN DAMAGED PROPERTY ON HAPPENING OF LOSS OR DAMAGE

On the happening of any loss or damage to any of the property insured by this Policy, the Company may

1. Require that the property insured be delivered to the Company
2. Enter and take possession of the property insured and examine, sort, arrange, remove or otherwise deal with the same
3. Sell any such property or dispose of the same for account of whom it may concern.

The rights conferred by this condition may be exercised by the Company at any time from the happening of loss or damage until such claim is finally determined or until notice in writing is given by the Insured that he abandons such right to claim under the Policy.

The Company shall not by any act, done in the exercise or purported exercise of its rights hereunder, incur any loss or damage or liability to the Insured or diminish the Company's right to reply upon any of the conditions of this Policy in answer to any claim.

7. EXCLUSIONS

Unless otherwise expressly agreed and stated in the Policy

- 7.1 Bullion or precious stones, jewelry or precious stones, or precious metals
- 7.2 Any antique or work of art for an amount exceeding Bht.10,000.-
- 7.3 Manuscripts, plans, drawings, designs, patterns, models or moulds
- 7.4 Securities, obligations, important documents of any kind, stamps, coins, paper money, cheques, books of account or other business books
- 7.5 Explosives
- 7.6 Electrical appliances and equipment, panels, electronic equipment, electric wires, bulbs of which loss or damage is arising from or occasioned by over-running, excessive pressure, short circuiting, sparking, burning from electric wiring itself, leakage of electrical current including inherent vice or working
- 7.7 All vehicles either on land, waterborne or airborne
- 7.8 Trees, decoration of gardens and lawns
- 7.9 The burning of property by the order of any public authority.

SECTION 2 : BURGLARY, ROBBERY & GANG ROBBERY

1. COVERAGE AGREEMENT

Loss of or damage to the Property insured

The Company shall pay compensation for loss of or damage to the Property insured arising from theft by any person, not specifically excluded in the Exclusions, who has entered or come out of the insured Premises by actual force and violence resulting visible marks of damage.

“Burglary” means theft by any person, not specifically excluded in the Exclusions, who has entered or come out of the insured Premises by actual force and violence resulting visible marks of damage upon the insured Premises made by tools, explosives, electricity, chemical or arising from Robbery or Gang Robbery including loss or damage arising from any attempt threat.

“Robbery” means theft by doing act of violence or threatening to do any act of violence immediately in order :-

- a) to facilitate the theft or taking away of the things or
- b) to obtain delivery of the thing or
- c) to take hold of the thing or
- d) to conceal the commission of such offence or
- e) to escape from arrest

“Gang Robbery” means robbery as defined under Burglary Insuring Agreement committed by three persons upwards.

Damage of the Insured Premises by burglary or robbery

The Company shall pay compensation for damage of insured premises caused by Burglary or Robbery, and to amount of not exceeding a maximum limit of liability as shown on the policy schedule.

2. EXCLUSION

This Insurance does not cover nor include:-

1. Loss or damage by fire or explosion however caused except loss or damage due to explosion resulting from forcible and violent entry into the Premises by using explosive and having Intention of Theft or Robbery or Gang Robbery
2. Loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or bought about by or with the connivance of the Insured or Partner of Director or Business Staff or Employee or Servant of the Insured whether acting alone or in collusion with others
3. Loss of or damage to silver, gold, jewelry, antique, works of art, medals, manuscripts, deeds, plans, drawings, paintings, patterns, models or moulds, securities, obligation important documents of any kind, stamps, coins, money, credit cards, bank cards, cheques, books of account or other business books unless expressly mentioned as included in this Insurance
4. Loss or damage happening whilst the premises are left without inhabitant or without taking care for a continuous period exceeding 30 consecutive days.

SECTION 3 : ELECTRICAL INJURY

In consideration of the payment of additional premium, it is hereby agreed that the Coverage Section of this policy is extended to include the loss or damage to electrical appliances and equipment including electrical tools insured under this policy as a result of or caused by overloading power or improper voltage, short-circuiting, electrical sparks, self-heating of electrical cord, leakage of electrical current. The coverage under this endorsement shall be applicable only when a fire ensues from the above-stated damage.

The insured shall be responsible for the amount of deductible specified in the insurance schedule.

The coverage extension provided under this endorsement is subject to the same exclusions, terms and general conditions of this policy unless it is stated otherwise hereunder.

SECTION 4 : PLATE GLASS

In consideration of the premium to be paid to the Company for this Plate Glass Endorsement, the Company agrees with the Insured that in the event of loss or damage to plate glasses, plain or carved, permanently installed in the insured buildings stated in the Schedule, caused by breakage, chemicals or malicious acts, the Company will indemnify the Insured in cash or pay for the repair or replacement of such plate glasses and window and door frames and accessories, labels and signs displayed on the glasses, including necessary and reasonable cost and expenses in covering up the damaged property until the glasses can be replaced.

The Company's liability under this endorsement shall not exceed as stated in policy schedule.

EXCLUSIONS :

This Endorsement does not cover or include :

1. Loss or damage resulting directly or indirectly from corrosion, rust, deterioration due to atmospheric conditions, changes in temperature, humidity, wet or dry rot, shrinkage, evaporation, loss of weight, pollution, contamination, changes in color, texture or finish, action of light, insect or vermin, marring or scratching.
2. Breakage during transportation, installation or dismantling or during renovation of the premises as stated in the Schedule.
3. Loss or damage resulting directly or indirectly from :
 - 3.1 War (whether war is declared or not), invasion, act of foreign enemy, civil war, revolution, rebellion, military or usurped power, terrorism, strike, riot, civil commotion, martial law or any event leading to the declaration or imposition of martial law.
 - 3.2 Fire, lightning, windstorm, explosion, water damage, flood, smoke, earthquake, aircraft or vehicle impact, hail.
 - 3.3 Theft, robbery including such attempts.
 - 3.4 Ionizing, radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission.
 - 3.5 Following properties :
 - 3.5.1 Mirror
 - 3.5.2 Cupboard glass
 - 3.5.3 Glass on furniture and fixture, table, chair, bed, drawing room set, sofa.
 - 3.5.4 Glass on various equipment.
 - 3.5.5 Glass on all electrical appliances including sound system, television, radio, video equipment, tape recorder, all types of computers and equipment.

SECTION 5 : PERSONAL LIABILITY

COVERAGE AGREEMENTS

1. Liability to Third Party

The company will indemnify in accordance to the actual loss but not exceeding the sum insured declared in the schedule for the damage which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to the third party.

2. Medical Payments

The company will pay any medical expenses, surgical operation expense, dental expense including artificial organ, hospital service fee, ambulance service fee, nurse observation fee and funeral fee to the third party who sustain accidental bodily injury while

- 2.1 Is sustained on the insured premises with the permission of any insured or
- 2.2 Is sustained elsewhere and (1) arise out of a condition in the insured premises or the way immediately adjoining on land or (2) is caused by any insured, or (3) is sustained by any residence employee and arises out of and in the course of his employment by the insured or (4) is sustained by any animal owned by or the care of any insured.

3. Person Insured under the insurance means the following persons

- 3.1 The named insured declared in the schedule
- 3.2 The spouse
- 3.3 The children or the relatives of the insured and any person under the age of twenty-one in the care of any insured.
- 3.4 Any residence employee

4. Location Insured under the insurance means

- 4.1 Any premise located in the location insured declared in the schedule
- 4.2 Any outside premise which directly adjoined to the insured residence

5. Residence Employee under the insurance means an employee of an insured excluding driver whose duties are in connection with maintenance or use of premise as a residence, including the performance of household or domestic services and regularly reside on any part of the premise.

6. Cost of Defense

If the insured is sued for compensation which is covered by the insurance, the Company will defend such suit at the expense of the Company. The Company shall reserve the right to investigate, negotiate and indemnify the third party at the reasonably indemnity.

7. Other Expenses

- 7.1 The Company shall indemnify any expense which the insured has paid for the accidental bodily injury of the third person and require any immediate medical or surgical treatment.
- 7.2 The Company will reimburse all expenses including any first aid treatment as necessary paid by the insured at the time of accident to any third person and will not deduct that expense from the limit of liability declared in the schedule. This expense will not include any loss of income, claim settlement and court defense.

EXCLUSIONS :

This policy shall not cover any liability arising from or in consequence of the following causes:-

1. Liability directly or indirectly related to the Insured's business or profession.
2. Loss or damage result from or related to the insured's premise or in possession, rent, care, or custody and control. This exclusion shall not be applied for the insured premise as stated on the policy schedule.
3. Ownership, possession, operation or use by:-
 - 3.1 vehicles while outside the insured premise
 - 3.2 vessel or watercraft while outside the insured premise.
 - 3.3 AircraftThe exclusion under items 3.1 and 3.2 shall not be applied for bodily injury of residence employee while arises out of and in the course of his employment by the insured
4. Death, bodily injury, sickness or disease of residence employee arises out or in the course of his employment by the insured and that residence employee has compensated under workmen's compensation at the time of accident.
5. Liabilities arising out of any contract of indemnity which imposes upon the insured liability which the insured would not otherwise have been under. This exclusion shall not be applied for liability under written contract related to especially insured premise.

6. Damage or loss of the property result from insured's used, rent to, or care and custody of the insured.
This exclusion shall be used only for third party liability as specified in 1.
7. Death, bodily injury, sickness, or disease caused to
 - 7.1 any person arises out of and in the course of his employment by the insured and that person has compensated full indemnity from workmen's compensation at the time of accident..
 - 7.2 the Insured under this insurance policy.
This exclusion shall be used for medical expenses only.
8. Liability of whatsoever nature directly or indirectly caused by or in connection with or in consequence of war (whether war be declared or not), civil war, riot, strike, popular rising, revolution, military or usurped power, nuclear weapons material, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or by self-sustaining process of nuclear fission.
9. Liability directly or indirectly caused by or arising from or in consequence of or contributed to outside territorial of Thailand.

EARTHQUAKE OR VOLCANIC ERUPTION OR TIDAL WAVE OR TSUNAMI ENDORSEMENT

In consideration of the payment of additional premium, it is hereby agreed that the Coverage Section of this policy is extended to include the loss or damage arising from earthquake or volcanic eruption including any damage from Tidal wave or Tsunami or any flood caused by an earthquake or volcanic eruption.

However, the earthquake or volcanic eruption must occur from natural causes and shall not include an earthquake or volcanic eruption arising from any object from space.

The insured shall be responsible for the amount of deductible specified in the insurance schedule.

The coverage extension provided under this endorsement is subject to the same exclusions, terms and general conditions of this policy unless it is stated otherwise hereunder.

STORM ENDORSEMENT

In consideration of the payment of additional premium, it is hereby agreed that the Coverage Section of this policy is extended to include the loss or damage to insured property from storm including the following:

1. Damage to the insured property from an overflow of the sea, lake or ocean brought on by storm to flood the shore.
2. Damage to property inside an insured building arising from rain water, frost, snow, sand or dust entering the building through cracks on the building directly damaged by storm.
3. Damage to property inside an insured building arising from sprinklers or other water pipes directly damaged by storm.

However, the Company shall not be liable for any direct or indirect loss or damage:

- (1) caused by tidal wave or tsunami and/or high water and/or an overflow of water and/or flood.
- (2) to any movable property stored in an open construction, or any building with any one open side or kept outdoors whether or not such property is covered by tarpaulin or any covering material or stored in a tent.

The insured shall be responsible for the amount of deductible specified in the insurance schedule.

The coverage extension provided under this endorsement is subject to the same exclusions, terms and general conditions of this policy unless it is stated otherwise hereunder.

SMOKE ENDORSEMENT (from heater and cooking appliances)

In consideration of the payment of additional premium, it is hereby agreed that the Coverage Section of this policy is extended to include the loss and damage to insured property from smoke.

For the purpose of this endorsement, "smoke" shall mean any sudden or unusual smoke caused by the use or misuse of any heater or cooking appliances. The cooking appliances must be equipped with a hood installed inside or above the building and connected to a flue to convey smoke to the exterior of the building in which the insured property specified in this policy is stored or installed.

However, this coverage for smoke-related peril shall not include smoke from a fireplace or an industrial apparatus.

The insured shall be responsible for the amount of deductible specified in the insurance schedule.

The coverage extension provided under this endorsement is subject to the same exclusions, terms and general conditions of this policy unless it is stated otherwise hereunder.

TEMPORARY RESIDENCE RENTAL EXPENSES ENDORSEMENT

Notwithstanding anything stated in the policy to the contrary, it is hereby agreed and noted that effective from the period stated in the endorsement, the insurance under this policy is extended to cover the followings:-

The Company shall reimburse the expenses paid by the Insured for temporary residing during the appropriate period for restoration of Insured's residence in the event of the insured residence sustain loss or damage which cause the Insured unable to make use of dwelling covered under this policy. The amount paid will not exceed **THB 2,000** per day and in the aggregate with maximum of **30 days**.

All other terms and conditions in this policy remain unchanged.

PERSONAL EFFECTS CLAUSE

This policy is extended to cover mobile phone, camera, video camera, computer and notebook whilst being kept in the Insured's buildings caused by or arising from theft by any person, not specifically excluded in the Exclusions, who has entered or come out of the insured Premises by actual force and violence resulting visible marks of damage, robbery or gang robbery.

However, the liability of the Company under this clause and the policy shall in no case exceed **10%** of the sum insured in respect of the PART 2 (Burglary, Robbery & Gang Robbery) hereby.

However, the liability of the Company under this clause and the policy shall in no case exceed the sum insured in respect of the SECTION 1 (Fire Coverage) hereby.

All other terms and conditions of this Policy remain unchanged.

LOSS OF JEWELRY AND WATCH CLAUSE

This policy extends to cover the loss or damage of jewelry and watch that are declared in the Schedule caused by burglary, robbery or gang robbery within insured premise only. Those jewelry and watches must have certificate guaranteed from either manufacturer or distributor. The sum payable under this extension shall not exceed a maximum limit of liability **THB 10,000** any one item and **THB 200,000** any one occurrence and in aggregate during policy period.

The Insured shall responsible for the deductible amount **THB 5,000** in each and every occurrence".

DEBRIS REMOVAL CLAUSE

This Policy extends to include costs and expenses necessarily incurred by the Insured, with the consent of the Company in:-

- a) shoring up or propping
- b) dismantling and/ or demolishing
- c) removing debris

of the portion or portions of the property insured by the said items destroyed or damaged by Fire or by any other perils hereby insured against.

Therefore, the sum insured of this policy must have been adjusted to include such costs and expenses. The liability of the Company shall in no case exceed **10%** of the sum insured in respect of the SECTION 1 (Fire Coverage).

However, the liability of the Company under this clause and the policy shall in no case exceed the sum insured in respect of the SECTION 1 (Fire Coverage) hereby.

All other terms and conditions remain unchanged.

PROFESSIONAL FEES CLAUSE

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

The sum insured is extended to include Architects, Accountants', Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scales of the various institutions and/ Bodies regulating such fees prevailing at the time of the destruction or damage but shall not exceed 10% of the sum insured) for estimates, plans specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property insured (but not including such fees for preparing a claim hereunder).

However, the liability of the Company under this clause and the policy shall in no case exceed **10%** of the sum insured in respect of SECTION 1 (Fire Coverage) hereby.

All other terms and conditions remain unchanged.

FIRE EXTINGUISHING EXPENSES CLAUSE

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, the sum insured extends to include:-

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

Provided always that the liability of the Company in respect of such wages and costs shall be limited to those necessarily and reasonably incurred in extinguishing fire at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

However, the liability of the Company under this clause and the policy shall in no case exceed **10%** of the sum insured in respect of the SECTION 1 (Fire Coverage) hereby.

All other terms and conditions remain unchanged.

REPLACEMENT VALUE CLAUSE

Subject to the following special conditions and provisions stipulated in this Policy, the basis upon which the amount payable in respect of property insured shall be the replacement of the property lost destroyed or damaged.

For this purpose "replacement" means:-

(a) In the case of total loss or damage to the insured property

- the basis of replacing the property insured as building or premises shall be the cost of rebuilding the premises;
- the basis of replacing other property than the above shall be the cost of replacement in a condition equivalent to or substantially the same as its condition.

However, in either case, the cost of rebuilding or replacement shall be equivalent or the same, but not better or more extensive than its condition when new.

(b) In the case of partial loss or damage, the Company shall repair or restore the damaged property to its normal condition but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirement of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the 12 months) in writing allow: otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy.
3. The Company shall be liable for the indemnity for replacement of the property insured under this special condition when the insured can show the certain amount paid for the replacement of property insured.
4. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement, if the whole of the property covered had been destroyed, exceeds the sum insured, of any destruction of or damage to such property by any other perils insured against by the policy then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one), to which this memorandum applies shall be separately subject to the foregoing provisions.
5. No payment beyond the amount, which would have been payable under the Policy if this memorandum had not been incorporated therein, shall be made if at the time of loss destruction or damage to any property insured such property shall also be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement or replacement set forth herein.
6. This memorandum shall be without force or effect if
 - a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

All other terms and conditions remain unchanged.

ELECTRONIC DATA AND INTERNET ENDORSEMENT

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

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

- 1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- 2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instructions set,
- 3) Loss of use of 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 form a Defined Peril. Defined Peril shall mean;

Fire, Lighting, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest

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

All other terms and conditions remain unchanged.

WAR AND TERRORISM EXCLUSION

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :

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

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

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

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

All other terms and conditions remain unchanged.

SPECIAL CONDITIONS

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, If the sum insured is less than 70% of the insurable value, at the time of occurrence of any damage, then the Company shall indemnify the Insured the full value of damage (not exceeding the sum insured). The Under Insurance Clause shall not be applied in this case.