

SME VALUE POLICY

(MERELY TRANSLATION ONLY)

1. DEFINITIONS

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.

- 1.1 Policy** means the Schedule of the policy, terms, conditions, exclusions, special provisions, warranties, endorsements, which are part of this contract.
- 1.2 Company** means the LMG Insurance Co.Ltd.
- 1.3 The Insured** means the person (s) and/or juristic person (s) shown as the Insured in the.
- 1.4 Schedule** means the schedule of this policy
- 1.5 Damage** means loss or damage either partial or total to the property insured caused by insured perils under this Policy.
- 1.6 Insured Premises** means building (excluding foundation) and/ or its contents including property contained within the building as stipulated in the schedule.

2. GENERAL CONDITIONS

2.1 Misdescription

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 any omission to state such fact, the Company shall not be liable upon this policy so far as it related to property affected by any such misdescription, misrepresentation or omission.

2.2 Condition Precedent

The Company shall not be liable to pay compensation under this insurance policy unless the Insured shall have complied with the conditions of this insurance policy.

2.3 Changes

Insuring agreements and conditions of this policy can be changed by endorsement issued to from a part of this policy, signed by a duly authorized person and the Company's stamp to be affixed.

2.4 Time limit for Company's Liability

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 pending action in the court or arbitration.

2.5 Subrogation of Rights

The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights of claims for obtaining relief or indemnity from other parties, to which the company shall be or would become entitled or subrogated, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

2.6 Cancellation of Indemnification

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

2.6.1 Loss or damage happening from corruption or carelessness of the Insured or beneficiary

2.6.2 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.

2.7 Rights 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

- 2.7.1 Require that the property insured be delivered to the Company
- 2.7.2 Enter and take possession of the property insured and examine, sort, arrange, remove or otherwise deal with the same
- 2.7.3 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.

2.8 Book and Records: The Insured shall make and keep records of all the money, stock insured in such manner that the Company can accurately determine from the amount of loss

2.9 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.

2.10 Cessation of the Policy:

The coverage under this insurance shall immediately cease whenever

- 2.10.1 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
- 2.10.2 The Building insured or place containing the insured property becomes unoccupied or without maintenance and so remains for a period of more than 30 consecutive days.
- 2.10.3 The Property insured is removed to any Building or place other than that in which it is herein stated to be insured.
- 2.10.4 The interest in the property insured pass from the Insured otherwise than by will or operation of law 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

2.11 Assignment

The interests of the Insured under this insurance contract shall not be assignable except with the written consent of the Company unless being assigned by will or operation of law.

2.12 Cancellation of Policy

- 2.11.1 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.
- 2.11.2 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.

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

3. GENERAL EXCLUSIONS

This Policy does not cover

Loss or destruction of or damage directly or indirectly caused by or contributed to by or arising from

- 3.1 Nuclear weapon
- 3.2 Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any self-sustaining process of nuclear fission.
- 3.3 The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
- 3.4 war, invasion act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), or civil war.
- 3.5 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
- 3.6 Confiscation, commandeering, requisition or destruction of or damage to property by order of de jure public authority
- 3.7 Loss or damage caused by Electronic Data and Internet
- 3.8 Loss or any consequential loss unless to be the additional covers under Section 1
- 3.9 Y2K / Millennium Exclusion

SECTION 1 FIRE INSURANCE AND ADDITIONAL PERILS

COVERAGE AGREEMENT

The Company will pay compensation to the Insured or the beneficiary for the loss or damage of the Insured Property caused by the coverage perils but not exceeding the amount insured in respect of each item under this policy that specified in the schedule at any time during the period of insurance.

1. COVERAGE

The insurance under this section cover for the direct loss or damage of the property insured that specified in the schedule caused by the following perils:

1.1 FIRE

1.1.1 Inherent vice

1.2 LIGHTNING (Including loss or damage to electrical appliances and equipment caused by short circuit arising from lightning)

1.3 WINDSTORM including

- 1.3.1 Loss of or damage to the insured property caused by the water from the sea, lake, or ocean, which is blown, or carried away with the windstorm, resulting in waves overflowing the coastal areas.
- 1.3.2 Loss of or damage to the insured contents within the premises caused by rain, frost, snow, or sand entering into the premises through the cracks or damaged part of the building caused by the direct force of the windstorm only.
- 1.3.3 Loss of or damage to the insured contents within the premises caused by the water from the sprinkler system or other water pipelines which are damaged by the direct force of the windstorm only.

However, the Company shall not be liable directly or indirectly for any loss or damage,

- a) High Water, Overflow, Flood
- b) Damage to the movable property contained in the open-sided premises or premises with one side open, or in the open area, whether or not, being covered up with the canvass or any material or even within the tents

1.4 VEHICLE IMPACT including fences, walls and doors caused by the impact, and/ or scratch by vehicle, or animals like elephants, horses, cows, buffaloes, and also include the impact, scratch and/ or falling upon by the cargo or property in carriage with the vehicle or the animals.

The word "Vehicle" under this endorsement shall not include aircraft.

However, the Company shall not be liable for loss of or damage to the insured property caused by the impact, and/ or scratch by vehicle, or animals like elephants, horses, cows, buffaloes of the Insured, members of the family living with the Insured, or any person in direct employment or use of the Insured.

1.5 SMOKE means the sudden and unusual occurrence of smoke caused by the operation of heaters and cookers or the malfunction of the said apparatus of which the fire channels are connected with pipes and installed within or upon the premises for emitting smoke out of the premises which contain or locate the insured property.

But not including the smoke arisen from the fireplace or industrial apparatus.

1.6 AIRCRAFT including loss directly resulting from parts dropped from aircraft, but excluding loss or damage caused by sonic boom or pressure wave arisen out of the aircraft under the normal condition.

The word "aircraft" shall include self propelled rockets and spacecraft, but excluding weaponry rockets.

1.7 WATER DAMAGE (NOT INCLUDING FLOOD) caused by accidental discharge, leakage or overflow of water or steam from water pipes, water tanks, heating system, cooling system, air-conditioning system, water pumps, and rain-water entering into the building through the damaged roofs, windows, doors, window- or door-frames, ventilating channels, sky-lights, water pipes or gutters.
But shall not cover loss or damage caused by overflow water, flood from the outside of the premises or seepage of water through walls, foundation and basement, clearance of drainage, breakage or leakage from underground water work systems or hydrants which are the main pipes outside the insured premises or from sprinkler leakage.

1.8 EARTHQUAKE including loss or damage caused by tidal wave or tsunami or flood caused by earthquake or volcanic eruption.

However, earthquake or volcanic eruption shall happen by natural cause, but excluding earthquake or volcanic eruption caused by any material from space.

1.9 EXPLOSION including explosion resulting from the accumulation of gas unconsumed in fuel tank, or combustion chamber of any fire apparatus or from explosion within the gas pipe or other pipe for fuel transmission.

This endorsement shall not cover loss of or damage to boilers, economizers, combustion chambers or machinery or apparatus as the component part of the boiler including pressure vessel resulting from their explosion.

1.10 STRIKE RIOT

1.11 MALICIOUS ACT (EXCLUDING ANY ACTION FOR POLITICAL ELIGIOUS AND CULT PURPOSE)

1.12 HAIL

2. ADDITIONAL COVER

1. The Company will Indemnify the Insured for the following expenses:

- 1.1 Any expenses for the Insured and/or the person whom employed on behalf of the Insured in extinguishing fire but not including to members of a work's fire brigade.
- 1.2 Any cost of replacing, reinstating or repairing materials and equipment lost, destroyed or damaged (including clothing and personal effect of the person whom in extinguishing fire).
- 1.3 All expenses necessarily and reasonably incurred by 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 provided that the Company's liability does not exceed 10% of loss for any one occurrence.

2. The Company will Indemnify the Insured for costs and expenses necessarily incurred in dismantling, demolishing and/or removing debris of the property destroyed or damaged by fire or any other perils hereby insured with consent of the Company and the liability of the Company for this cost shall in no case exceed 10% of the damage any one occurrence.

THE LIABILITY OF THE COMPANY UNDER THIS POLICY

1. The whole 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.

PARTICULAR TO SECTION CONDITION

1 Definition

1.1 Building (excluding foundation) means shop, walls, fences, gates including improvements

1.2 Property contained within the insured premises means furniture, fixtures, fittings, household utensils, electrical appliances

1.3 Stock

means raw material, work in progress, finished goods

1.4 Machinery

means Machinery, accessories, including tools & equipments

2. Claims and Indemnification Conditions

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

2.1 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

2.2 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.

2.3 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

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

3. 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.

4. Under Insurance

If the sum insured is less than 80% 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:

Indemnity amount for each item =

$$\left\{ \frac{\text{Sum Insured X Total amount of loss covered under the Policy}}{\text{The actual value of the property insured}} \right\} - \text{any deductible amount}$$

5. Reinstatement

The Company may, at his own option, reinstate 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 companies or insurers in doing so.

But the Company shall not be bound to reinstate 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 reimbursement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company elects to reinstate 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 reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair 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 requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

PARTICULAR TO SECTION EXCLUSION

This Policy does not cover the following property Unless otherwise expressly agreed and stated in the Policy,

1. Bullion or precious stones, jewellery or precious stones, or precious metals
2. Any antique or work of art for an amount exceeding Bht.10,000.-
3. Manuscripts, plans, drawings, designs, patterns, models or moulds
4. Securities, obligations, important documents of any kind, stamps, coins, paper money, cheques, books of account or other business books
5. Explosives
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. All vehicles either on land, waterborne or airborne
8. Fixed glass and china earthenware marble or other fragile or brittle objects

SECTION 2 LOSS OF INCOME

COVERAGE AGREEMENT

The Company will pay compensation to the Insured with maximum limit not exceeding the Company liability that specified in the schedule for the purpose of the property insured (Building) be destroyed or damaged by the contingencies insured under Section 1) of this policy

Claims and Indemnification Conditions

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

- 2.1 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:
 - 3) 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
 - 4) Particulars of all other insurances, including any insurance effected with other insurers on the subject matter concerning the property insured under this Policy
- 2.2 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.
- 2.3 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

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

SECTION 3 MONEY INSURANCE

COVERAGE AGREEMENT

The Company will pay compensation to the Insured with maximum limit not exceeding the Company liability that specified in the schedule for loss or damage to the Property Insured as follows:

1) Loss of money inside the Premises:

The Company will pay compensation for loss of money in care of a custodian by any caused not specified in the exclusions.

2) Loss of money inside safe or strong room:

The Company will pay compensation for loss of money from within the locked safe or locked strong room by any cause not specified in the exclusions after the business hours.

3) Damage to Safe or strong room:

The Company will pay compensation for damage to safe, strong room, the premises and other property by robbery, safe burglary or attempt thereat.

PARTICULAR TO SECTION CONDITION

DEFINITIONS :

- 1.1 **"Money"** means Cash, Bank and Currency Notes, Coins
- 1.2 **"Business Hours"** means the period during which the Insured' Premises are actually occupied for business purposes and during which the Insured of his employees entrusted with Money are in the Premises.
- 1.3 **"Custodian"** means the insured, any partner or any employee who is in the regular service of or duly authorized by the insured to have the care and custody of money within the premises, excluding any person while acting as a watchman, porter or janitor
- 1.4 **"Robbery"** means theft by doing any act of violence or threatening to do any act of violence immediately in order :
 - a) to facilitate the theft or taking away of the thing; 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
- 1.5 **"Gang-Robbery"** means robbery committed by three persons upwards
- 1.6 **"Safe Burglary"** means;
 - a) theft by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of safe or strong room which is closed or locked by at least one combination.
 - b) taking a safe from the insured premises.

EXCLUSION:

This Policy does not apply:

1. to loss due to any fraudulent, dishonest or criminal act by any insured or a partner or a director or an employee, whether acting alone or in collusion with others. This exclusion is not applicable in case of dishonest act by an employee
2. to loss of manuscripts, accounts or records.
3. to loss due to forgery, the giving or surrendering of money in any exchange or purchase, or accounting or arithmetical errors or omissions.

SECTION 4 BURGLARY INSURANCE

COVERAGE AGREEMENT

The Company will pay compensation to the Insured with maximum limit not exceeding the Company liability that specified in the schedule for loss or damage to the Property Insured as follows:

1. Loss or Damage to the Property Insured

The Company shall pay compensation for loss 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 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 thereat.

2. Damage to the building containing the Property Insured

The Company shall pay compensation for damage to any part of the building consequent upon the act which is covered under the Insuring Agreement Item 1 above.

PARTICULAR TO SECTION CONDITION

1. Definitions:

2.

2.1 "Property Insured" means furniture, fixtures, fittings, tools, household utensils, electrical appliances and equipment including mobile-phone, computer notebook which are kept in the insured premises.

2.2 "Theft" means dishonest appropriation of property belonging to another or property which another is the joint owner.

2.3 "Robbery" means theft by doing act of violent or threatening to do any act of violence immediately in order:-

- (a) to facilitate the theft or taking away of the thing 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

2.4 "Gang-Robbery" means robbery committed by three persons upwards.

2. Contribution:

If at the time of any loss or damage to the Property Insured there be any other insurance effected by or on behalf of the Insured the Company shall be liable to pay compensation not more than its ratable proportion.

In any case, the Company shall not be liable to pay more than the amount insured state in the Schedule.

3. In case of any loss or damage caused by burglary or assume as burglary or willful act or malicious act the Insured shall give notice to the police and shall render all reasonable assistance in causing the discovery.

EXCLUSIONS

1. Loss or damage to plate glass or any decoration or lettering thereon.
2. Loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of the Insured or partner or director or business staff or employee or servant of the Insured whether acting alone or in collusion with others.
3. Loss or damage to property in or on the balcony, terrace, ground and the open sided buildings.
4. Loss or damage to silver gold jewellery antique works of art medals manuscripts deeds plans drawings paintings patterns models or moulds securities obligations important documents of any kind stamps coins money credit cards bank cards cheques books of account or other business books gun explosive.
5. Loss or damage happening whilst the Premises are left without inhabitant or without taking care for a continuous period exceeding 7 consecutive days.
6. Loss or damage discovered at the time of taking inventory.

SECTION 5 NEON SIGN OR SIGN BOARD

COVERAGE AGREEMENT

The Company will pay compensation to the Insured with maximum limit not exceeding the Company liability that specified in the schedule for loss or damage to the Property Insured as follows:

Loss or damage to the Neon Sign or Sign Board or any part thereof described in the Schedule hereto whilst in the situation;

- a) by accidental external means;
- b) by fire, lightning, external explosion or theft

EXCLUSIONS:

Provided always that the Company shall not be liable to make any payment under this Section in respect of :-

- (i) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical defect or breakdown.
- (ii) Repair, cleaning, removal or erection or breakdown.
- (iii) Damage to tubes unless the glass is fractured;
- (iv) Overrunning, overheating or strain;
- (v) Atmospheric condition.
- (vi) The Company shall not be liable directly or indirectly for any loss or damage in connection with flood, windstorm, typhoon, hurricane, tornado, volcanic eruption, earthquake

SECTION 6 THIRD PARTY LIABILITY

COVERAGE AGREEMENT

The Company will pay compensation on behalf of the Insured for all sums that the Insured shall become legally liable which occurring within the Insured premises or arising out of the Insured's operations at the premises as described in the Schedule.

The Company's liability shall not exceed the limit that specified in the schedule.

- 1. All sums which the Insured shall become legally liable to pay for compensation in respect of
 - 1.1 death of or bodily injury or illness to any person except:-
 - 1.1.1 the Insured's employee in the course of the employment or a person who at the time of accident is engaged in and upon the service under a contract of service or apprenticeship with the Insured
 - 1.1.2 a member of the Insured's family or a person residing with the Insured who is directly or indirectly associated with the Insured's Business as stated in the Schedule of this Insurance Policy.
 - 1.2 loss of or damage to property of any person except:-
 - 1.2.1 property belonging to or held in trust by or in the custody or under the control of the Insured' or property on which the Insured is working.
 - 1.2.2 Property in charge or under control or used or worked by the Insured's employees or agents in the course of the employment

The Company's liability expressed above shall apply to accidents in connection with the Insured's Business occurring within the Coverage Territory during the Period of Insurance and happening or caused as described in the Schedule under the heading of Description of risk.

- 2. All sums in connection with claims covered under this insurance policy in respect of
 - 2.1 costs and expenses recovered by any claimant for the Insured.
 - 2.2 Costs and expenses incurred with the written consent of the Company.

In the event of death of the Insured, the Company will in respect of the liability incurred by the Insured pay compensation on behalf of the Insured's legal representatives subject to the conditions, coverages, exceptions and endorsements of this Insurance Policy, provided that such legal representative shall as though they were the Insured fulfill and be subject to the terms, conditions and exceptions of this Insurance Policy so far as they can apply.

PARTICULAR TO SECTION CONDITION

1. **Company's rights:** The Company shall have the right to take over and conduct the defence and settle any claim by compromise on behalf of the Insured.
2. **Insured's duties to take Precautions:** The Insured shall take all reasonable precautions to prevent accident and to observe and comply with all statutory requirements and regulations imposed by any public authority.
3. **Contribution:** If at the time of any occurrence or claim, there is any other insurance policy applicable to such occurrence or claim, the Company shall be liable to pay compensation not more than its ratable proportion.

EXCEPTIONS

This Insurance Policy does not cover

1. Liability in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Thailand not to orders obtained in the said Court for the enforcement of judgments made outside Thailand whether by way of reciprocal agreements or otherwise
2. Liability arising from the ownership possession custody control advice or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks)
3. Liability caused by or in connection with or arising from
 - 3.1 any lift elevator escalator hoist crane steam boiler or economizers dock mooring owned or used by the Insured or for the maintenance of which the Insured is responsible for unless specified in the Schedule under the heading of the Plant.
 - 3.2 Construction extension or demolition of any building or structure
 - 3.3 Products or goods manufactured sold supplied repaired serviced by or to the order of the Insured or on behalf of the Insured.
4. Liability directly caused by or in connection with or in consequence of flood waste water chemical leftover dust smoke poison gas or liquid or substance pollution or contamination
5. Liability caused by or through or in consequence of subsidence, vibration or withdrawal or weakening of support.
6. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
7. Liability arising in the course of or as the result of
 - 7.1 technical or professional advice or service given or administered by the Insured or by any person acting on behalf of the Insured.
 - 7.2 Medical treatment given or administered by the Insured or by any person acting on behalf of the Insured except first aid
8. All kinds of fines, penalties

SECTION 7 COMPENSATION FOR DEATH OF THE INSURED

PARTICULAR TO SECTION DEFINITION

The Insured's family member(s) means spouse and child of the Insured including the person(s) who residing with the Insured.

COVERAGE AGREEMENT

If the Insured or member(s) of the Insured's family that specified under this policy are bodily injury caused by the insured perils mentioned in the Section I or by robbery, gang robbery or burglary with forcible and violent entry within the insured premises resulting loss of life within 180 days from the date of such loss or loss of life after being hospitalized due to injury from such accident.

The Company will pay compensation to:

- Legally Heir of the Insured for the amount of Baht 100,000.-
- Legally Heir of the Insured's family member 3 persons for the amount of Baht 100,000 per person.

Electrical Injury

The coverage part under this Policy shall extend to cover loss of or damage to the electrical machines, apparatus including any electrical tools and equipment insured under this Policy as the result of or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, but such coverage shall be in force only when such loss or damage be caused by fire or lightning only.

GLASS INSURANCE

COVERAGE AGREEMENT

The Company will pay compensation to the Insured for the loss or damage of the fixed plate glass which is a part of the insured building caused by accident breakage till unfit for use. The Company will pay compensation by replacing or repairing the damage including the costs of any necessary and reasonable boarding up before replacement of the glass but not exceeding the amount insured in respect of each item under this policy that specified in the schedule.

EXCEPTIONS

This Policy does not cover

1. breakage by or arising out of fire or any other perils that been covered under property insurance
2. the cost of removing or replacing fixtures or fittings
3. any loss or damage resulting or arising from delay in changing of the glass
4. breakage of lettering unaccompanied by breakage of Glass