

**EVIDENCE OF COVER**

We confirm that Qatar Petroleum Company as Principal and/or ..... Co. WLL as Main contractor are insured with us under the Floater Policy No. 2018000586 as per following details:

<b>EOC NO.</b>	<b>2018000586/0/</b>	
<b>POLICY TYPE</b>	Contractor's All Risks & Third Party Liability Insurance – OFFSHORE RISK	
<b>INSURED</b>	1. <b>Qatar Petroleum Company</b> and/or Associated and/or Subsidiary Companies and/or QP affiliate and/or QP co-ventures (As Principal Insured) 2. .... Co. WLL as Main Contractor and/or Sub-Contractors of any tier 3. Suppliers and/or Consultants in respect of their manual on site activities only. 4. Any other parties with a financial interest in the Contract(s) Insured hereunder.	
<b>PRINCIPAL</b>	<b>Qatar Petroleum Company</b>	
<b>PROJECT PERIOD</b>	From --/--/2018 to --/--/20-- (Both days inclusive) plus maintenance period -- months from the date of handing over to the Principal (subject to no known or reported losses from --/--/20 to --/--/20 , if applicable)	
<b>PROJECT DETAILS</b>	<b>Contract No. GC..... - .....</b>	
<b>PROJECT LOCATION</b>	..., Qatar	
<b>COVER</b>	<b>To indemnify the Insured for material loss or damage to Contract works including Third Party Liability as per our Policy No. 2018000586</b>	
<b>SUM INSURED</b>	<b>Section I - Material Damage:</b>	<b>Sum Insured (QAR)</b>
	- Contract price (total reinstatement value of the works)	....
	- Materials or items supplied by the Principal(s)	--
	- Clearance of debris	.....
	- Temporary office & items	---
	- Principal's Existing and Surrounding Property	QAR 5,000,000 ANYONE OCCURRENCE
	<b>Total Sum Insured</b>	.....
<b>Section II – Third Party Liability:</b>		
(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		QAR 10,000,000 ANYONE OCCURRENCE

Policy Type: CAR/TPL Policy No. 2018000586 – Offshore  
 Contract No. GC..... - .....  
 Insured: Qatar Petroleum Company

**EXTENSIONS & POLICY SUB-LIMITS**

Cover	Sub-limits
1. Defective Part	As per Defective Part Buy Back endorsement. Limit up to 10% of ECV subject to a maximum of QAR 20,000,000 each and every loss and in the aggregate for each project period
2. Offshore Cancellation:	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period
3. Expediting Expenses:	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period
4. Forwarding Charges:	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period
5. Evacuation Expenses:	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period
6. Stand-by Charges:	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period
7. Tests Leak Damage	Limit up to 10% of ECV subject to a maximum of QAR 10,000,000 any one occurrence and in the aggregate for the project period

Note: Above sub-limits 2 to 7 are subject to an overall aggregate of QAR 20,000,000 for the duration of the project

**DEDUCTIBLE**

**Section I Material Damage:**

- QAR 300,000 (100%) each and every occurrence in respect of Onshore Fabrication Risks, Load-out & Transit and Offshore Maintenance/Service contracts
- QAR 500,000 (100%) each and every occurrence in respect of offshore CAR project work including Damage to Existing Property but QAR 700,000 in respect of any subsea work including Damage to Existing Property (subsea).
- 48 hours each and every occurrence in respect of stand-by charges.
- QAR 10,000 each and every occurrence in respect of Procurement Transits

**Section II – Third Party Liability:**

- QAR 50,000 (100%) any one Occurrence

**CLAIMS NOTIFICATION**

[claims@alkoot.com.qa](mailto:claims@alkoot.com.qa)

<b>TERRITORIAL LIMITS</b>	State of Qatar
<b>LAW &amp; JURISDICTION</b>	Competent Courts of State of Qatar
<b>ADDITIONAL CLAUSES AND CONDITIONS</b>	<ol style="list-style-type: none"> <li>1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause</li> <li>2. Institute Cyber Attack Exclusion Clause</li> <li>3. Sanctions Limitations Exclusion Clause</li> <li>4. Marine Warranty Survey Scope to be agreed within 45 days of Inception of the Policy.</li> </ol>
<b>CONDITIONS APPLICABLE TO SECTION 1</b>	<ol style="list-style-type: none"> <li>1. Pollution Hazard Clause</li> <li>2. Defective Parts Clause</li> <li>3. General Average and Salvage charges</li> <li>4. Sue and Labour Clause</li> <li>5. Additional Work</li> <li>6. Removal of Wreck, Wreckage and/or Debris</li> <li>7. Tests, Leak and/or damage search costs</li> <li>8. Stand-by charges</li> <li>9. Claims Survey/Adjusting Clause</li> <li>10. Warranty</li> <li>11. Terrorist Buy-back clause</li> <li>12. Forwarding charges</li> <li>13. Maintenance</li> <li>14. Other Insurance</li> <li>15. Evacuation Expenses</li> <li>16. Offshore cancellation costs</li> <li>17. Expediting Expenses</li> </ol>
<b>CONDITIONS APPLICABLE TO SECTION 2</b>	<ol style="list-style-type: none"> <li>1. Notice to Underwriters</li> <li>2. Admission of Liability</li> <li>3. Cross Liability</li> </ol>
<b>EXCLUSIONS</b>	As per the annexure attached herewith
<b>PREMIUM</b>	As agreed
<p>This Evidence of Cover is issued as evidence that insurance has been effected as per our Standard Policy Wording and does not purport to show full terms and conditions of coverage nor vary them in any way. The terms and conditions of the insurance policy shall prevail in the event of any inconsistency between this Evidence of Cover and the policy.</p>	

Signed at Doha this .....

For and on behalf of  
**Al Koot Insurance & Reinsurance Co**

**CHIEF OFFICER, GENERAL INSURANCE**

Policy Type: CAR/TPL Policy No. 2018000586 – Offshore  
Contract No. GC..... – .....  
Insured: Qatar Petroleum Company

**ANNEXURE ATTACHED TO AND FORMING PART OF EOC NO. 2018000586/0/**

**EXCLUSIONS**  
**(Section I only)**

1. The coverage afforded by Section I shall not apply to:
  - a) vessels or other watercraft, except for floating materials that are destined to become a permanent part of the completed Project and are declared to and accepted by Underwriters prior to loss;
  - b) aircraft and/or helicopters;
  - c) temporary works, site preparatory works, property and/or equipment that are not owned by the Principal Assureds and are not for incorporation in the contract work, unless separately scheduled hereunder and agreed by Underwriters at an additional premium prior to loss;
  - d) penalties for non-completion of or delay in completion of contract or part or non-compliance with contract conditions;
  - e) any claim by reason of the platforms and/or structures being placed in the wrong locations unless caused by an Occurrence which is covered by the terms of Section I;
  - f) loss of use or delay in "start up" of the insured property howsoever caused;
  - g) liability assumed under contracts or otherwise for "Performance Guarantees" given by suppliers;
  - h) infidelity of a Principal Assured or with the knowledge of a Principal Assured;
  - i) costs of repairing, correcting or rectifying wear and tear, rust and oxidation and fluctuations in temperature;
  - j) any claim arising from or in connection with the dumping of rocks and/or similar materials, where such rocks and/or similar materials have been placed in the wrong position or location;
  - k) the costs and expenses of repairing, renewing or replacing faulty welds.
  
2. The following clauses i. and ii. are only to apply to property on land and/or installed at the offshore location, but they shall not be construed to exclude physical loss or physical damage caused by mines, bombs, torpedoes, missiles or other weaponry remaining from previous hostilities or military exercises.
  - i. Notwithstanding anything to the contrary contained herein, this section does not cover loss or damage directly or indirectly occasioned by, happening through, or in consequence of war (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority except as otherwise provided in Section I of the Policy.
  - ii. There shall be no liability whatsoever for any claim caused by or resulting from, or incurred as a consequence of:
    - a. (1) The detonation of an explosive.  
(2) Any weapon of war and caused by any person acting maliciously or from a political motive.
    - b. Any act for political or terrorist purposes of any persons, whether or not agents of a Sovereign Power, and whether the loss, damage or expense resulting therefrom is accidental or intentional.

However, Exclusion 2.ii. above is subject to Terrorist Buyback Clause 15 of the Policy.

**EXCLUSIONS  
(Section II only)**

The insurance afforded by Section II does not apply to actual or alleged liability:

1. arising out of operations in intentional violation of any national, international, federal or state statute or law;
2. caused by any automobile, tractor, trailer, vehicle (other than hand propelled), team, locomotive, freight cars or aircraft. This exclusion shall not apply to any crawler type tractor, ditch or trench digger, power crane, shovel, grader, scraper and similar equipment, not subject to motor vehicle registration;
3. for Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of:
  - a. war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority; or
  - b. the consequence of any act for political or terrorist purposes of any person or persons whether or not agents of a sovereign power and whether or not the loss, damage or expenses resulting therefrom is accidental or intentional;
4. for indemnification of persons for damage to or loss of their tools, materials or equipment while performing operations for any Assured;
5. to an Assured's employees, whether the Assured is liable as an employer or in any other capacity, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit law, United States Longshoremen's and Harbour Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws of liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not.
6. to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of an Assured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Assured may be liable as an employer or in any other capacity whatsoever;
7. arising out of Bodily Injury to any employee of the Assured, including without limiting the generality of the foregoing any such liability for (i) indemnity or contribution whether in tort, contract or otherwise and (ii) any liability of such other parties assumed under contract or agreement;
8. of any employee of any Assured with respect to Bodily Injury to another employee of the Assured sustained in the course of such employment;
9. which any director, officer, partner, principal, employee or stockholder of the Assured may have to any employee of any Assured;
10. for loss of or damage to any well or hole,
  - i. which is being drilled or worked over by or on behalf of the Assured, or
  - ii. which is in the care, custody or control of the Assured, or
  - iii. in connection with which the Assured has provided services, equipment or materials;

11. for any cost or expense incurred in redrilling or restoring any such well or hole or any substitute well or hole;
12. for loss of or damage to any drilling tool, pipe, collar, casing, bit, pump, drilling or well servicing machinery, or any other equipment while it is below the surface of the earth in any well or hole:
  - i. which is being drilled or worked over by or on behalf of the Assured, or .
  - ii. which is in the care, custody or control of the Assured, or
  - iii. in connection with which the Assured has provided services, equipment or materials;
13. for costs or expenses incurred in
  - i. controlling or bringing under control any wells or holes, or
  - ii. extinguishing fire in or from any such wells or holes, or
  - iii. drilling relief wells or holes, whether or not the relief wells or holes are successful;
14. for Bodily Injury or Property Damage directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening;

This exclusion shall not apply when the Assured has established all of the following conditions:

- a. the seepage, pollution or contamination was caused by an event;
- b. the event first commenced on an identified specific date during the Policy Period set out in Item 3 of the Declarations;
- c. the event was first discovered by the Assured within 14 days of such commencement;
- d. Underwriters received written notification of the event from the Assured within 60 days of the Assured's first discovery of the event; and
- e. the event did not result from the Assured's intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions a) to e) are satisfied, this policy does not apply to any actual or alleged liability:

- i. to evaluate, monitor, control, remove, nullify or clean up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by any statute, rule, ordinance, regulation or imposed by contract;
- ii. to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- iii. for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Assured, or which is or was at any time in the care, custody or control of any Assured (including the soil, minerals, water or any other substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control);
- iv. arising directly out of the transportation by the Assured of oil (other than fuel or other substances used in furtherance of the Assured's operations) or other similar substances by watercraft; or

- v. arising directly or indirectly from seepage, pollution or contamination which is intended from the standpoint of the Assured or any other person or organisation acting for or on behalf of the Assured;
- 15. for or arising out of the handling, processing, treatment, storage, disposal, dumping, monitoring, controlling, removing or cleaning-up of any waste materials or substances, or arising out of such waste materials during transportation;
- 16. for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 17. for loss of or damage to sub-surface oil, gas, water, or other substance or material, or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material, or for the cost or expense incurred or rendered necessary to prevent or minimise such loss or damage;
- 18. for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages;
- 19. arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name, including any container thereof;
- 20. for damage to or loss of or loss of use of:
  - i. property owned or occupied by or rented or leased to the Assured;
  - ii. property used by the Assured; or
  - iii. property in the care, custody or control of the Assured or over which the Assured is for any purpose exercising physical control;
- 21. for the costs of removal, recovery, repair, alteration or replacement of any product (or any part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired or altered by or on behalf of the Assured in the normal course of the Assured's operations;
- 22. arising from any negligence, error or omission, malpractice or mistake in providing or failing to provide professional services, which is committed or alleged to have been committed by or on behalf of any Assured in the conduct of any of the Assured's business activities. Professional services include but are not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services;
- 1. for Bodily Injury or Property Damage directly or indirectly arising out of: asbestos; carpal tunnel; coal dust; polychlorinated biphenyl's; methyl tertiary butyl ether; silica; benzene; lead; talc; dioxin; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof
- 2. assumed under a warranty for the fitness or quality of the Assured's products or a warranty that work performed by or on behalf of the Assured will be done in a workmanlike manner

**CLAUSE WORDING**

**LOSS NOTIFICATION**

In the event of an Occurrence which may give rise to a claim hereon, written notification should be provided to Underwriters as soon as may be reasonably practicable thereafter (taking into consideration the nature of the Assured's operation) giving brief details of the loss including where possible the date, time, place and suspected cause of loss, the interest of the Assured and of all others in the property, the value thereof and the amount of loss or damage thereto.

**DEFECTIVE PARTS**

The insurance afforded by Section I covers physical loss and/or physical damage to the property insured herein occurring during the Policy Period and resulting from a Defective Part, faulty design, faulty materials, faulty or defective workmanship or latent defect even though the fault in design may have occurred prior to the attachment date of the Policy.

Section I, however, does not provide coverage for loss or damage to (including the cost of modifying, replacing or repairing) any Defective Part itself, unless all of the following are satisfied:

- a) such Defective Part has suffered physical loss or physical damage during the Policy Period;
- b) such physical loss or physical damage was caused by an insured peril external to that part; and
- c) the defect did not cause or contribute to the physical loss or physical damage.

In no case shall Section I provide coverage for any cost or expense incurred by reason of betterment or alterations in design.

In the event of the total physical loss or total physical destruction of one or more of the items listed in the Schedule "B" attached to the Policy, then this exclusion shall only apply to an identifiable part or parts of such scheduled item or items.

For the purposes of this clause a "Defective Part" shall mean any part of the subject matter insured which is or becomes defective and/or unfit or unsuitable for its actual or intended purpose, whether by reason of faulty design, faulty materials, faulty workmanship, a combination of one or more thereof or any other reason whatsoever. The term "Defective Part" shall also include such ancillary components, which are not themselves faulty, but which would normally be removed and replaced by new components when the component that is faulty is rectified.

This clause shall prevail in the event of any conflict or inconsistency with any other clause forming part of the Policy. The terms of this clause are not intended and shall not be construed as providing coverage not otherwise provided under the Policy.

**WARRANTY**

With respect to Projects with a value of QAR 150,000,000 or greater it is warranted the Warranty Surveyor appointed by Underwriters approve and issue as applicable certificates on the project as per Marine Warranty Surveyor Scope of Works, which as attached, or to be agreed Slip Leader.



### **DEFECTIVE PART EXCLUSION BUY-BACK**

Notwithstanding the provisions of the Defective Part Clause in this Policy, this insurance will pay for the cost of repair or replacement of defective parts which have suffered physical loss and or physical damage during the Policy Period, but the recovery of such costs is subject to:

- a) Deductible QAR 500,000 (100%) each and every loss
- b) a total limit of 10% of ECV subject to a maximum of QAR 20,000,000 each and every loss and in the aggregate for the Project period
- c) the provisions of the Basis of Recovery Clauses

However, it is specifically understood and agreed that this endorsement will not provide recovery for cancellation charges, stand-by costs or consequential costs or expenses that would not be recoverable under the terms and conditions of the Policy in the absence of this clause

### **EXISTING PROPERTY ENDORSEMENT**

Cover for damage to existing property under Section II is subject to the following Existing Property Contractual Exclusion and Buyback:

#### Existing Property Contractual Exclusion

The coverage provided under Section II of this policy shall not apply to any claim for damage to or loss of use of any property for which the Principal Assured:

- 1) owns that is not otherwise provided for in this policy (including any endorsements hereto);
- 2) has use of, custody, physical control, access, right of way or an easement to by operation of a contract or agreement, or
- 3) is liable or claimed to be liable by operation of any indemnification, hold harmless or similar provision contained within any contract or agreement.

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

#### Existing Property Contractual Exclusion Buyback

The Existing Property Contractual Exclusion above shall not apply to any claim for:

Physical loss of and/or physical damage to and/or loss of use of existing property as per Schedule of Existing Property, which to be agreed prior to Inception of each Project.

Excluding any damage to works that would otherwise be covered under WELCAR section I (or Section II in the absence of this buyback)

All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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Contract No. GC..... – .....  
Insured: Qatar Petroleum Company