

### **EVIDENCE OF COVER**

EOC NO.	2018000586/0/		
DOLLOW TYPE			
POLICY TYPE	Contractor's All Risks & Third Party Liability Insurance – ONSHORE RISK		
INSURED	<ol> <li>Qatar Petroleum Company and/or Associated and/or Subsidiary Companies and/or QP affiliate and/or QP co-ventures (As Principal Insured)</li> <li></li></ol>		
PRINCIPAL	Qatar Petroleum Company		
PROJECT PERIOD	From//2018 to//20 (Both days inclusive) plus maintenance periodmonths from the date of handing over to the Principal (subject to no known or reported losses from//20 to//20 if applicable)		
PROJECT DETAILS	Contract No. GC –		
PROJECT LOCATION	Qatar		
COVER	To indemnity the Insured for material loss or damage to Contract works including Third Party Liability as per our Policy No. 2018000586		
SUM INSURED	Section I - Material Damage:	Sum Insured (QAR)	
	Contract price (total reinstatement value of the works)		
	- Materials or items supplied by the Principal(s)		
	- Clearance of debris		
	<ul> <li>Temporary office &amp; items</li> </ul>		
	- Principal's Existing and Surrounding Property	QAR 5,000,000 ANYONE OCCURRENCE	
	Total Sum Insured		
	Section II – Third Party Liability:  (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 5,000,000 ANYONE OCCURRENCE	
DEDUCTIBLE	Section 1 – Material Damage to Property Insured		
	<ul> <li>QAR 300,000 each and every occurrence</li> </ul>		
	Section 2 – Third Party Liability		
	<ul> <li>QAR 25,000 any one occurrence in respect of pro</li> </ul>	operty damage only	

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – ....



# EXTENSIONS & POLICY SUB-LIMITS

Cover	Sub-limits
Designer's Risk LEG 3/06	up to 10% of ECV each and every loss and QAR 20,000,000 in the aggregate
Removal of Debris (ROD)	10% of Loss amount subject to maximum of QAR 10,000,000 each and every loss
Cost of clean-up/Pollution	up to 1% of ECV each and every loss and QAR 4,000,000 in the aggregate for each project
Expediting costs	up to 1% of Sum Insured subject to a maximum of QAR 10,000,000 each and every loss
Plans and Documents	up to 1% of Sum Insured subject to a maximum of QAR 5,000,000 each and every loss
Architect's, Surveyors and Consulting Engineers Fees	up to 1% of Sum Insured subject to a maximum of QAR 5,000,000 each and every loss
Memo D:Automatic Reinstatement	Waiver of reinstatement premium for loss up to QAR 2,000,000 for all losses combined for each project
Strike Riot Civil commotion (SRCC)	up to 25% of Sum Insured each and every loss subject to a maximum of QAR 25,000,000 in the aggregate for each project
Repeat Tests	up to 1% of Sum Insured subject to a maximum of QAR 5,000,000 each and every loss
Inland Transit	up to 2% of Sum Insured subject to a maximum QAR 2,000,000 any one conveyance
Offsite Storage	up to 1% of Sum Insured subject to a maximum of QAR 5,000,000 each and every loss
Extra Freight, Customs Duty or Import Duty	10% of Loss amount subject to maximum of QAR 500,000 each and every loss
Public Authorities	up to 1% of Sum Insured subject to a maximum of QAR 5,000,000 each and every loss
Free Issue Materials	Covered up to full value subject to declaration at expiry for premium adjustment

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



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	Damage to Existing Property	Maximum QAR 5,000,000 any one occurrence		
	Sections Warranty (Roads & Rail)	3 sections (6,000 metres) and maximum 2,000 metres per section		
	Camps & Stores	up to 10% of ECV subject to a maximum limit of QAR 5,000,000 each and every loss		
	Plant Immobilisation Clause	Construction plant & Equipment not covered. However, sublimit for recover/withdrawal subject to 5% of loss amount and maximum of QAR 750,000 each and every loss		
	Preventive Measures	10% of Loss amount subject to maximum of QAR 750,000 each and every loss		
	Pipelines Section warranty	Up to 5 sections ( 5,000 metres) maximum 1,000 per section		
	Leak Search Costs (75% x-ray)	10% of Loss amount subject to maximum of QAR 2,000,000 each and every loss		
	Special conditions concerning fire fighting facilities	QAR 5,000,000 per storage		
CLAIMS NOTIFICATION	claims@alkoot.com.qa  State of Qatar			
TERRITORIAL LIMITS				
LAW & JURISDICTION	Competent Courts of State of Qatar			
CONDITIONS	<ol> <li>50/50 Clause</li> <li>Automatic Increase in Sum Insured – Not exceeding 10% of the Sum Insured stated in Section 1</li> <li>Fire Fighting Facilities</li> <li>Hydrocarbon Processing Industries</li> <li>Cessation of works Clause</li> <li>Automatic Reinstatement</li> <li>Strike, Riots and Civil Commotion</li> <li>Repeat Tests</li> <li>Inland Transits</li> <li>Offsite Storage</li> <li>Additional Import and Customs Duties</li> <li>Local Authorities</li> <li>Free Issue Materials</li> </ol>			

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



- 14. Existing Property
- 15. Roads and Railways Open sections
- 16. Camps and Stores
- 17. Plant Immobilization clause
- 18. Preventive Measures
- 19. Pipeline Clause
- 20. Leak Search costs

#### **Material Variations**

If any change shall occur materially varying the facts existing at the date of attachment of cover under this Policy the Insured shall as soon as practicable give notice in writing to the Insurer. The Insurer reserves the rights to amend the terms and conditions of the policy if required.

#### **Reasonable Precautions**

The Insured shall take reasonable precautions to prevent loss, damage or liability and endeavor to comply with sound engineering practice including manufacturers' recommendations designed to ensure the safe working of plant, machinery and equipment.

In the event of any occurrence giving rise to loss, damage or liability insured under this Policy the Insured shall at the expense of the Insurer take such immediate action as is necessary to minimize the loss.

#### **Claims Notification**

The Insured shall upon the discovery of any occurrence likely to give rise to a claim under this Policy:-

- a) give notice in writing thereof as soon as reasonably practicable to the Insurer via their appointed representatives and as soon as practicable supply full particulars in the form required by the Insurer.
- b) send to the Insurer via their appointed representatives on receipt any writ, summons or other proceedings which may be commenced against the Insured
- c) give to the Insurer via their appointed representatives all information and assistance to enable the Insurer to settle or resist any claim against the Insured or to initiate proceedings in the defence or recovery of such claims.

Furthermore, Insured shall conform to the following:

- shall take all practical steps for the purpose of recovering any property lost and in the case of theft or willful damage to discover the guilty person or persons.
- b) shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurer.
- shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.
- d) shall, if required by the Insurers, produce or give access to any property lost or damaged.

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



e) shall afford reasonable facilities for the Insurer and their appointed representatives to visit any location within the control of the Insured with a view to carrying out inspections and making any enquiries they deem necessarily relevant to the Policy.

All other conditions and warranties as per Al Koot Insurance & Reinsurance Company Policy No. 2018000586

EXCLUSIONS

As per the annexure attached herewith

conditions of the insurance policy shall prevail in the event of any inconsistency between this Evidence of

This EOC 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

Cover and the policy.

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 - Onshore

Contract No. GC..... – .....



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

#### **EXCLUSIONS APPLICABLE TO SECTION 1 OF THE POLICY**

The Insurer will not indemnify the Insured under this Section of the Policy in respect of:

1. All costs rendered necessary by defects of material workmanship design plan or specification and should damage (which for the purposes of this exclusion shall include any patent detrimental change in the physical condition of the Insured Property) occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material workmanship design plan or specification.

For the purpose of the policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.

- 2. Loss of or damage to any motor vehicle and/or any aircraft and/or any mechanically propelled waterborne vessel or craft.
- 3. Loss of or damage to cash, bank notes, treasury notes, cheques, postal orders, stamps, securities, deeds, bonds, bills of exchange, promissory notes or jewellery.
- 4. The cost of replacing, repairing or rectifying parts of the Property Insured rendered necessary by
  - Wear and tear, corrosion, erosion and oxidation.
  - Deterioration due to lack of use or to normal atmospheric conditions

But this exclusion shall not apply to other parts of the Property Insured damaged as a result of such wear and tear, corrosion, erosion, oxidation or deterioration;

- 5. Loss or disappearance or shortage of Property Insured discovered only at the time of taking an inventory or periodic stock taking.
  - (This Exclusion shall apply only to losses for which no explanation can be given and which are revealed only at the time of making an inventory or stock taking. If a loss is discovered only at the time of making an inventory or stock taking and it can be shown that such loss is due to an indemnifiable peril, then the Insured shall not be prejudiced by this Exclusion).
- 6. Penalties under contract or liquidated damages for delay or non-completion or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss other than expenses incurred to reinstate Property Insured as expressly indemnified under this Section of the Policy.
- 7. Loss of or damage to Construction Plant and Equipment. For the purpose of this Exclusion Constructional Plant and Equipment is defined as all appliances or items of whatsoever nature required for the performance of The Project including but not limited to compressors, reusable pile castings, cutting tools, drilling, lifting and excavation equipment general, batching, power cables and transformers associated therewith, surveying instruments and other fixed or mobile constructional plant tools and equipment not being part of the permanent works or temporary works.

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



- 8. Tunneling works only, the costs incurred for:
  - a) alterations in the construction method or due to unforeseen ground conditions or obstructions;
  - b) measures which become necessary to improve or stabilise ground conditions;
  - c) removing material which has been excavated, or due to over-break in excess of the design profile and for refilling cavities resulting therefrom;
  - d) de-watering unless necessary to reinstate indemnifiable loss or damage;
  - e) loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities;
  - f) the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent;

Unless such costs are incurred as a result of otherwise indemnifiable physical loss or damage.

In the event of indemnifiable loss or damage to Tunneling Works the maximum amount payable under this clause shall be limited to the costs incurred to reinstate the Property Insured to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage, but not to exceed USD 25,000,000 or 150% of the original per meter constructions costs of the immediate damage area, whichever is the higher.

The above sublimit shall not include debris removal, professional fees and expediting expenses which shall be payable in addition, subject to the sub-limits otherwise included.

- 9. In respect of Property Insured situated in, on or over tidal waters; Loss of or damage in respect of:
  - i. loss of fill unless accompanied by indemnifiable loss or damage to other Property Insured.
  - ii. the cost of re-dredging of re-profiling of a dredged trench or area unless accompanied by indemnifiable loss or damage to other Property Insured.
  - iii. loss or damage due to the normal action of the sea in its usual state or level at any time of the year which however shall not be held to include loss of or damage arising from wind speeds registering Beaufort Scale 8 or above.
- 10. Exclusion in respect of Wet Works / River Crossings only:
  - i. Damage arising out of normal action of the sea or river. Normal action of the sea or river means the state of the sea or river which manifests itself, or the state of the tides, current and wave action of the sea or river, which must be statistically expected to occur once during a 20 year period.
  - ii. Damage caused by impact of waterborne craft other than Damage to Insured Property arising from dredging vessels or barges being used in the performance of the Project.
  - iii. The cost of re-dredging or re-profiling any of dredged trench or area unless caused by indemnifiable Damage to other Insured Property.
- 11. In respect of Horizontal and Directional Drilling and Micro-Tunnelling operations: The total costs and expenses incurred or arising from abortive drilling operations.

Abortive drilling operations shall be deemed to include drilling operations which are abandoned as a result of emerging at an incorrect location or of deviating from their intended course.

Damage caused by or resulting from loss of or change in the drilling mud (e.g Bentonite)

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



#### 12. Expenses incurred:-

- i. for replacing or rectifying piles or retaining wall elements;
  - a. that have become misplaced or mis-aligned or jammed during their construction;
  - b. that are lost or abandoned or suffer damage during driving or extraction; or
  - c. that have become obstructed by jammed or damaged piling equipment or casings;
- ii. for rectifying disconnected or de-clutched sheet piles;
- iii. for rectifying any leakage or infiltration of material of any kind;
- iv. for filling voids or for replacing lost bentonite;
- v. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
- vi. for reinstating profiles or dimensions.

This Exclusion shall not apply to loss or damage caused by an indemnifiable loss event however, the burden of proving that such loss or damage is indemnifiable shall be upon the Insured.

13. The amount(s) stated as the Policy Deductibles in the Schedule.

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



#### **EXCLUSIONS APPLICABLE TO SECTION 2 OF THE POLICY**

The indemnity provided by this Section of the Policy shall not apply to or include:

- 1. Death or personal or bodily injury or illness sustained by any person arising out of or in the course of his employment by the Insured under a contract of employment or apprenticeship with the Insured.
- 2. Loss of or damage to property belonging to or in the care, custody or control of the Insured apart from:
  - i. Employees and Visitors property.
  - ii. Premises not owned or rented by the Insured but which are temporarily occupied by the Insured for the purpose of carrying out work.

Premises (or fixtures or fittings thereof hired or rented or leased to the Insured) caused by the negligent acts or omissions of the Insured, their Agents or any persons for whom they are responsible, provided that the insurance given by this extension shall not apply to any such loss or damage for which Indemnity is recoverable under any material damage insurance effected by or on behalf of or to the benefit of the Insured.

- 3. Liability arising out of or in connection with the ownership, chartering possession or use by or on behalf of the Insured of:
  - i. any aircraft
  - ii. any mechanically propelled waterborne vessel or craft exceeding 8 metres in length
- 4. Liability arising out of the use of any mechanically propelled vehicle but this exclusion shall not apply to:
  - i. the loading or unloading of such vehicle including bringing to and taking away from the vehicle
  - ii. whilst being used as a tool of trade
- 5. Liability arising out of technical or professional advice furnished by the Insured but this Exclusion shall not apply to nor include loss of or damage to property or death of or bodily injury to persons arising therefrom.
- 6. Liability in respect of contractual penalties or liquidated damages imposed under any contract entered into by the Insured except to the extent that liability would have attached in the absence of such contractual penalties or liquidated damages.

#### 7. Liability for:

- a) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental and unexpected happening during the Period of Insurance.
- b) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental and unexpected happening during the Period of Insurance.

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....



- c) Fines, penalties, punitive or exemplary damages, in respect of seepage, pollution or contamination.
- 8. The amount stated as the deductible in the Schedule for property damage only or claims which are the subject of indemnity under Section 1 of this Policy.

#### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

- 1. War and Terrorism
- 2. Radioactive Contamination
- 3. Cyber Risks
- 4. Asbestos
- 5. Mold / Fungi
- 6. Political Risk
- 7. Sanctions Limitations and Exclusions clause

Policy Type: CAR/TPL Policy No. 2018000586 - Onshore

Contract No. GC..... – .....