

## MOTOR INSURANCE TYPE 3 (TRANSLATION ONLY)

### General Conditions

Subject to coverage, conditions and exclusions of this policy and endorsements attached to this policy, the Company agrees with the Insured as follows:

**1. This policy will be immediately effective when the Insured has already paid the premium:**

Premium payment to non-life insurance agents in pursuant to non-life insurance law, Company's employees, or non-life insurance brokers, who are authorized by the Company to collect premium, as well as individuals or juristic persons whose acts are accepted by the Company as if they are its representative, shall be considered as legitimate premium payment to the Company.

**2. Definitions:**

<b>"Company"</b>	means	the company issuing this policy.
<b>"Insured"</b>	means	the person named as the Insured in the Schedule.
<b>"Motor Vehicle"</b>	means	the vehicle insured with particulars stated in the Schedule.
<b>"Schedule"</b>	means	the Schedule of this policy.
<b>"Each Accident"</b>	means	an event or series of events arising from one cause.
<b>"Deductible"</b>	means	the first part of liability or loss which is covered under the agreement or endorsements to this policy which shall be borne by the Insured.

**3. General Exclusions:**

**This policy does not cover loss or liability arising directly or indirectly from**

**3.1 war, invasion, act of foreign enemies, hostilities or warlike operations (whether a state of war is declared or not).**

**3.2 civil war, mutiny, rebellion, revolution, insurrection, usurpation of power by military or others, civil commotion causing uprising.**

**3.3 nuclear weapons and materials.**

**3.4 ionizing, radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and for the purpose of this clause, combustion shall include any self-sustaining process of nuclear fission.**

**4. Report of Accident:**

When loss or liability in accordance to the policy occurs, the Insured or the driver must report the accident to the company without delay, as well as perform necessary actions to protect his/her legal rights. In this respect, the Insured may report the accident to the company via the Office of Insurance Commission's accident report application, or via an application developed by the company. The company-developed application shall send the accident report data to the Office of Insurance Commission's application in accordance with the data requirements of the Office of Insurance Commission.

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The Company shall reserve the right to handle the claim occurred on behalf of the Insured if the accident occurred is covered under the policy.

The coverage under this policy shall be in force only when the Insured or the driver acts in good faith.

**5. The Company's Liability in case of Claim Denial:**

When a claim is reported to the Company, and if the Company denies its liability unlawfully, and as a result, the Insured or the Claimant presents a case to the court of law or the arbitrator. If the court of law rules, or if the arbitrator grants an award against the Company, the Company shall be liable to the Insured or the Claimant, by paying compensation according to the court ruling or the arbitrator award, together with an interest of 15% per annum starting from the date of default.

**6. Amendment:** Coverage agreements and conditions of this policy can be amended by endorsement forms of the Company only.

**7. Premium Discount for Good Claim History:**

7.1 In the event that there are less than three motor vehicles insured with the Company, the Company shall offer premium discount to the Insured in steps as follows:

Step 1 20 % of the premium in renewal year for that vehicle with no claim incurred to The Company in the first year of insurance.

Step 2 30 % of the premium in renewal year for that vehicle with no claim incurred to The Company in the two consecutive years of insurance.

Step 3 40 % of the premium in renewal year for that vehicle with no claim incurred to The Company in the three consecutive years of insurance.

Step 4 50 % of the premium in renewal year for that vehicle with no claim incurred to The Company in the four consecutive years of insurance.

However, the Company shall offer premium discount only if the Insured renews the insurance with the Company and only with respect to the coverage which is renewed. The term "vehicle with no claims incurred to the Company" shall also include vehicle with claims but such claims are caused by negligence of a third party and the person legally at fault can be identified which entitles the Company to recover the claims from that third party.

If during the policy year that the Insured receives premium discount for good claim history, there is a claim incurred to the Company in the subsequent renewal year, the Company shall offer premium discount to the Insured as follows:

- (a) One step down if such claim is caused by negligence of the insured vehicle or the Insured is not able to identify the third party involved;
- (b) Two steps down, but not exceeding normal premium in case there are two or more claims caused by negligence of the insured vehicle or the Insured is not able to identify the third party involved, totaling to the claim amount exceeding 200% of the insurance premium.

7.2 In the event the Insured had previously taken out insurance with other insurers and had it renewed with the Company, the Company may apply the Clause 7.1 in favor.

**8. Premium Surcharge for Bad Claim History:**

In the event the Insured has one or more Motor Vehicles insured with the Company and the number of claims filed during the year of insurance, arising from an accident caused by negligence of the insured vehicle (s) or no third party can be identified, is at least two or more, with a total claim amount of more than 200% of the premium, the Company shall apply premium surcharge in steps as follows:

Step 1 20 % of the premium in renewal year;

Step 2 30 % of the premium in renewal year if such claims incurred to the Company in two consecutive years;

Step 3 40 % of the premium in renewal year if such claims incurred to the Company in three consecutive years;

Step 4 50 % of the premium in renewal year if such claims incurred to the Company in four consecutive years;

In the event the Insured had been penalized by surcharge in whichever step, and in the renewal year there are claims filed arising from negligence of the insured vehicle(s) or a third party involved cannot be identified, for less than or equal to two times, but the total claim amount does not exceed 200% of the premium, upon renewal, the Company shall apply the rate at the same level as of the previous year. But if there is no claim filed or there are any claims filed which are not caused by negligence of the insured vehicle(s) and the Insured can clearly identify the third party involved, upon renewal, the Company shall apply the normal premium rate.

**9. Transfer of the Motor Vehicle:**

If the Insured transfers the Motor Vehicle to another person, it is deemed that the transferee is the policy holder of this policy and the Company is liable per the insurance policy for the remaining of the policy period.

However, in the event the policy is a Named Driver policy, the Insured must inform the Company on the change of the name of the driver so that the Company can adjust the premium rate per the altered risk exposure. Otherwise, the Insured shall be responsible for the Deductible as per the terms and conditions stipulated in this policy.

For the insurance policy with the coverage for damage to Motor Vehicle, and the Insured has sold the Motor Vehicle to a person whose occupation is a car dealer, car rental, car repair, or car maintenance, whether or not such sale is made in writing or if the transfer registration is made, the insurance policy shall cease to be in force from the date and time of such sale. The Company shall refund the premium to the Insured on a pro-rata basis within 15 days since the date the Company is informed of such sale by the Insured. In case the Company acknowledges such sale of the Motor Vehicle, the Company shall inform the Insured about the policy cessation, and refund the premium by sending a letter to the Insured at the latest address informed to the Company.

**10. Arbitration:**

In the event of disputes, conflicts or claims, arising from this policy, between a legitimate claimant and the Company, and the claimant wishes to settle the disputes through arbitration, the Company agrees to the arbitration process according to the regulations of the Office of Insurance Commission on arbitration.

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**11. Interpretation of the policy:**

The wordings of this policy including all endorsements attached to this policy, as well as other supporting documents, shall be interpreted in accordance with the Policy Interpretation Manual approved by the Registrar.

**12. Expiry of Policy Enforcement:** This policy shall cease to be in force:

12.1 At the date and time as stated in the Schedule

12.2 Policy Cancellation

12.2.1 Cancellation by the Company: The Company may cancel this policy by one of the following methods.

- (1) The Company may cancel this policy by sending advance notice of not less than 30 days by registered mail to the Insured at the last address informed to the Company. The policy will cease to be in force after the above date.
- (2) The Company may cancel this policy by electronic means: advance notice of not less than 30 days. The Company shall comply with the safety level prescribed by electronic transaction law, and affix its electronic signature, which is reliable according to the electronic transaction law. The information of policy cancellation shall be sent to the data system specified by the Insured only. In any case, the Insured must agree with the Company to proceed accordingly, and the Company must provide a notification to the Insured once the policy cancellation by electronic means has proceeded.

In such event, the Company shall return to the Insured the premium after deducting the premium for the period the policy is being enforced on a pro-rata basis.

12.2.1 Cancellation by the Insured: The Insured may cancel this policy by one of the following methods.

- (1) The Insured may cancel this policy by giving notice in writing to the Company. The policy will immediately cease to be in force on the date and time the Company receives the cancellation notice or the date and time specified in the notice, whichever comes after.
- (2) The Insured may cancel this policy by electronic means. In this regard, the Company shall comply with the safety level prescribed by electronic transaction law, and notify the Insured of such means. The policy will cease to be in force on the date the cancellation information is sent to the data system specified by the Company, or the date specified in the notice, whichever comes after.

In such event, the Insured shall be entitled to refund the premium at the rate specified below.

**Premium Rate Refund**

No. of days Insured	% of Annual Premium	No. of days Insured	% of Annual Premium	No. of days Insured	% of Annual Premium
1-9	72	120-129	44	240-249	20
10-19	68	130-139	41	250-259	18
20-29	65	140-149	39	260-269	16
30-39	63	150-159	37	270-279	15
40-49	61	160-169	35	280-289	13
50-59	59	170-179	32	290-299	12
60-69	56	180-189	30	300-309	10
70-79	54	190-199	29	310-319	8
80-89	41	200-209	27	320-329	6
90-99	50	210-219	25	330-339	4
100-109	48	220-229	23	340-349	3
110-119	46	230-239	22	350-359	1
				360-366	0

**13. Fraudulent Claim**

The Company shall not be entirely liable for any claim made by any fraudulent or dishonest act, where the Insured or its representative has conducted for the purpose of acquiring benefits on this policy. The Company may exercise the policy cancellation immediately without premium refund.

## Third Party Liability Coverage

### **1. Coverage Agreement:**

The Company shall pay compensation for damages or losses incurred to a third party, which shall be legally borne by the Insured as a result of accidents occurred because of the use of vehicle or the cargo or accessories of the vehicle during the insurance period, on behalf of the Insured as follows:

**1.1 Liability for Loss of Life or Bodily Injury or Health Damage:** The Company shall pay for the loss of life or bodily injuries or health damage of a third party, only for the amount in excess of the maximum coverage of the Compulsory insurance policy, as per the actual damage the Insured is held liable to the third party. However, this shall not exceed the sum insured per accident as specified in the Schedule under the following conditions.

In case of loss of life or total permanent disability of a third party, when the Company, the Insured, and the person who has the right to make a claim on the policy could come to an agreement on the total compensation, the Company shall pay such compensation as follows.

- 1.1.1 Compensate for the sum insured specified in this section of the Schedule, if the sum insured is not less than 500,000 Baht per person.
- 1.1.2 In case where the sum insured is more than 2,000,000 Baht per person, the Company shall compensate for not less than 2,000,000 Baht per person. The excess of 2,000,000 Baht, shall be compensated by the Company, on an actual basis where the Insured is held liable to a third party.
- 1.1.3 In case where the heir of the deceased third party or the third party who becomes totally permanent disabled has the right to be compensated from more than one motor insurance policy, the Company shall pay compensation in proportion to the coverage of each policy, which shall not exceed 2,000,000 Baht per person in total. The Company shall be jointly liable for the excess of 2,000,000 Baht, on an actual basis where the Insured is held liable to the third party. This shall also include the case where the insured Motor Vehicle is insured from many motor insurance policies against the same non-life risk, by entering into insurance contracts concurrently or consecutively.

In case where a third party who sustains bodily injury or injury to health has the right to be compensated from more than one motor insurance policy, the Company shall pay compensation with contribution by equal shares. This shall also include the case where the insured Motor Vehicle is insured from many motor insurance policies against the same non-life risk, by entering into insurance contracts concurrently or consecutively.

Total permanent disability herein means the disability to the extent of being unable to engage in a current occupation and other occupations totally and permanently.

The third party referred to under Clause 1.1 shall not include the driver who is legally liable, employees in the course of employment, spouse, parents and children of the driver.

**1.2 Liability for Property Damage:** The Company shall pay compensation for damage of property of a third party, which shall be legally borne by the Insured. The Company's liability shall not exceed the liability limit as specified in the Policy Schedule.

In the event where the damage incurs to the third party who has the right to be compensated for loss of use, the Company shall pay compensation on an actual amount of not less than 500 Baht per day for sedan or pickup truck with no more than 7 seats, not less than 700 Baht per day for cab with no more than 7 seats, or not less than 1,000 Baht per day for sedan or pick up with more than 7 seats. In the event the third party has the right to be compensated from more than one motor insurance policy, the Company shall pay compensation with contribution by equal shares.

The following damages of property shall not be covered:

- (a) Property which is owned by or under care, control or possession of the Insured, the driver who is legally at fault, spouse, parents or children of the Insured or the driver.
- (b) Weighbridge, vehicle bridge, railway bridge, road, racetrack, foot path, lawn or anything underneath the aforementioned, arising from vibration or weight of the Motor Vehicle or weight of the load of the Motor Vehicle.
- (c) Belongings or other property carried into the Motor Vehicle, or property whether already loaded or being loaded into the Motor Vehicle, or property being transported by the Motor Vehicle from one place to another.
- (d) Property that is damaged by the leakage of chemical substance or dangerous goods being carried by the Motor Vehicle, except for the leakage resulting from the accident of the Motor Vehicle or the leakage of gas or fuel being used to operate the engine.

**2. Deductible:**

The Insured shall be solely responsible, in respect of Each Accident, for the following:

- (a) The first 2,000 Baht of the damage occurred to the property, in the event the Motor Vehicle, at the time the accident occurs, is used outside the scope stated in the Policy Schedule.
- (b) The Deductible amount stated in the Policy Schedule.
- (c) The first 2,000 Baht of the damage occurred to the property of a third party in case of Named Driver policy, where the damage is attributable to the driver whose name is not specified in the Policy Schedule.

In the event the Insured shall be liable for Deductible for more than one clause, it shall be deemed that the liabilities under each clause are additional liabilities.

In the event the Insured is liable for the Deductible as per (a), (b), and (c), the Company shall pay the damages on behalf of the Insured first. Once the Company makes the payment, the Insured shall repay the Company within 7 days from the date the Insured is notified by the Company.

**3. Cost of Legal Defense:**

In the event the Insured is sued for compensation which is covered under the insurance, the Company will defend such suit on behalf of the Insured at the expense of the Company, unless the Company has already paid the compensation for the total sum insured prior to such litigation.

**4. Coverage for Liability of the Driver:**

The Company shall consider any person driving the Motor Vehicle with the consent of the Insured as if such person were the Insured providing that:

4.1 Such person performs as if such he/she were the Insured under the provisions of this policy.

4.2 Such person is not indemnified by any other policies or is indemnified but insufficiently. The Company shall then be liable to pay compensation for that part which is in excess only.

**5. Coverage for Liability of Passenger:**

This policy shall provide coverage for liability of passenger, if the passenger is liable to the loss or damage arising out the use of the motor vehicle or its cargo or accessories, on the condition that the said passenger shall not be indemnified by any other policy or shall have been indemnified but is not adequate. The Company shall then be liable to pay compensation for that part which is in excess only.

**6. Coverage for Employer:**

This policy shall cover the employer, who is not the Insured, if the employer shall become liable through the use of the insured Motor Vehicle by the employee in the course of employment, but only to the extent of the Insurance afforded, providing:

6.1 The employer shall comply with the provisions of this policy.

6.2 The employer is not be indemnified by any other policies except when the indemnity received is insufficient. The Company shall then be liable to pay compensation for that part which is in excess only.

6.3 This coverage shall not increase the limit of liability of the Company

**7. General Exclusion: The insurance under this Section does not cover liability arising from:**

**7.1 The use of the Motor Vehicle outside the territory covered.**

**7.2 The use of the Motor Vehicle for illegal purposes, such as robbery, gang-robbery, drug trafficking, whether there is any car modification, if the Motor Vehicle is used for escaping from criminal act, police inspection or arrest, etc.**

**7.3 The use of the Motor Vehicle for racing.**

**7.4 The use of the Motor Vehicle for towing or pushing another car or any other property, except for the case where the car being towed or pushed is insured with the Company, or the car itself is a traction engine or has brake systems jointed together**



**7.5** The liability arising from an agreement or memorandum made by the driver, where without either of which, there shall be no liability.

**7.6** Driving of a person who, while driving, is considered as being drunk or intoxicated according to the land traffic law under the following situations:

**7.6.1** Such person has a blood alcohol level of more than 50 milligram percent; or

**7.6.2** Such person has a blood alcohol level of more than 20 milligram percent, if he is less than 20 years of age, or has a temporary driving license, or has no driving license, or has his driving license suspended or revoked; or

**7.6.3** Such person does not consent traffic police officers, investigators, or officers administering an alcohol breath test, resulting in being charged with the offence of driving under the influence of alcohol or other intoxicants in pursuant to the land traffic law, and the driver pleads guilty or if the court gives the final judgement that the driver is guilty.

**7.7** Driving of a person who, while driving, is under the influence of narcotics or psychotropic substances, in pursuant to narcotics law or psychotropic substance law respectively, resulting in being charged under the land traffic law, and the driver pleads guilty or if the court gives the final judgement that the driver is guilty.

**8. Special Provisions:**

Within the limit of liability stated in the Policy Schedule, the Company shall not cite the invalidity of the policy, or the gross negligence of the Insured, or Clauses 7.1, 7.2, 7.3, 7.4, 7.5, or the General Conditions other than Clause 3 of The General Conditions, as a defense against a third party, in order to deny its liability under Clause 1.1 of this Section.

The Company will not cite Clause 7.6 and 7.7 as a defense against a third party, in order to deny its liability under Clauses 1.1 and 1.2 of this Section.

In the event the Company shall not be liable either by law or under the terms and conditions of this policy, but the Company has already compensated for the Insured's liability to a third party as per the two paragraphs above, the Insured must make repayment to the Company in full amount within 7 days from the date a notice is served by the Company.

## Endorsement of Additional Coverage

### Personal Accident Insurance (MV 01)

For the use of this endorsement,

<b>The Covered Person</b>	<b>means</b>	any driver and/or any passenger as per the amount stated in the Schedule, who is in or driving or entering into or alighting from the Motor Vehicle.
<b>Accident</b>	<b>means</b>	an event suddenly occurs; such occurrence caused by the external factors and give rise to the Covered Persons unintentionally and unexpected result including murder and assault.
<b>Total Permanent Disability</b>	<b>means</b>	disability to the extent of being unable to engage in any occupation or work for remuneration totally and permanently.
<b>Loss of Sight of eye</b>	<b>means</b>	complete blindness that cannot be cured.
<b>Permanent Disability</b>	<b>means</b>	disability to the extent of being unable to engage in any occupation or work for remuneration totally and permanently.
<b>Temporary Disability</b>	<b>means</b>	disability to the extent of being unable to perform duty pertaining to occupation totally for a period.

It is agreed that this policy has been extended to cover as follows:

The Company will pay compensation for loss of bodily injury of the Covered Person caused by an Accident that results in the following:

#### Coverage 1: Loss of Life

If the bodily injury causes loss of life to the Covered Person within 180 days from the date of Accident, or the hospital admission as an in-patient for continuous treatment and death from such injury, the Company will pay compensation in accordance with the sum insured stated in the Schedule to the heir of the Covered Person.

#### Coverage 2: Loss of Hand, Loss of Foot and Loss of Sight

If the bodily injury does not cause loss of life of the Covered Person within 180 days from the date of Accident, but does result in the Total Permanent Disability within 180 days from the date of Accident or does cause the Covered Person to admit into a hospital as an in-patient for continuous treatment and Total Permanent Disability as shown below, the Company will pay compensation to the Covered Person as follows:

100% of the sum insured for loss of both hands from the wrists, or feet from the ankles, or sight of both eyes.

100% of the sum insured for loss of one hand from the wrist and one foot from the ankle.

100% of the sum insured for loss of one hand from the wrist and sight of one eye.

100% of the sum insured for loss of one foot from the ankle and sight of one eye.

60% of the sum insured for loss of one hand from the wrist.

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60% of the sum insured for loss of one foot from the ankle.

60% of the sum insured for loss of sight or one eye.

The Company shall pay for one item of loss with the greatest amount only.

### **Coverage 3: Total Permanent Disability**

If the bodily injury, within 12 months from the date of Accident, causes Total Permanent Disability to the Covered Persons and such Total Permanent Disability lasts for not less than 12 months, or if there is the medical indication that the Covered Person becomes a total permanent disabled, the Company will pay compensation to the heir of the Covered Person in accordance with the sum insured stated in the Schedule which shall be deducted by any amount paid or to be paid under Clauses 1 or 2.

### **Coverage 4: Temporary Disability**

If the bodily injury, within 180 days from the date of Accident, causes Temporary Disability to the Covered Person or if the Covered Person has to admit into a hospital as an in-patient for continuous treatment and becomes a temporary disabled, the Company will pay compensation periodically for the period of Temporary Disability in accordance with the amount of indemnity stated in the Schedule but not exceeding 52 weeks for each Accident.

The Company will not pay compensation under this coverage if the Accident causes the Covered Person to sustain loss under coverages 1 or 2. If the loss results in Total Permanent Disability of the Covered Person as provided under coverage 3, the sum insured which the Company has to pay under this coverage shall be deducted by the amount of sum insured paid under coverage 3.

**Exclusion: The extension does not cover loss of life, dismemberment, temporary disability or total permanent disability which arises directly or indirectly, or wholly or partly from the conviction of felony by the Covered Person.**

Other conditions: The extension under this endorsement is subject to the conditions and exclusions stated in General Condition.

*Remark: This form is used in case where it is issued at the same time as policy.*

**Endorsement of Additional Coverage**

**Insurance of Medical Expenses (MV 02)**

It is agreed that this policy has been extended to cover as follows:

The Company will pay for actual medical expenses, medical service expenses, surgical expenses and other service expenses, incurred within 12 months, from the date of Accident, to any Covered Person who sustains bodily injury caused by Accident while being in or entering into or alighting from the Motor Vehicle.

The liability of the Company for each person on each occasion shall not exceed the limit of sum insured stated in the Schedule. The extension shall be applicable to the Motor Vehicle as specified in this Schedule only.

*Remark: This form is used in case where it is issued at the same time as policy.*

**Endorsement of Additional Coverage**

**Insurance of Driver's Bail Bond (MV 03)**

It is agreed that this policy has been extended to cover as follows:

The Company will bail out the Insured or any person driving the Motor Vehicle with the consent of the Insured in the Accident of the Motor Vehicle stated in the Schedule causes the detention of such persons due to criminal cases.

The Company will bail out such person without delay. This is subject to the amount prescribed by the inquiry officer, public prosecutor, or final judgement of the court.

Conditions: The extension under this endorsement is subject to the conditions and exclusions stated in General Condition of this policy.

*Remark: This form is used in case where it is issued at the same time as policy.*

## **Endorsement**

### **Exclusion of Terrorism (MV 30)**

Should any provision in this document is in contrary to this policy or any endorsement thereto, it is agreed that this policy excludes loss, damage, or any expense, directly or indirectly caused by, resulting from or in connection with any act of terrorism – regardless of the act arising from any other causes or events having a continuous impact or in any sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but is not limited to the use of force or violence and/or threat by 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. This shall also include the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion shall not include loss, damage, or any expense directly or indirectly caused by, resulting from or in connection with any action taken for controlling, preventing, suppressing in any way relating to any act of terrorism.

In the event any portion of this exclusion is unenforceable, the remainder shall remain in full force and effect.