



**\*\*This attachment is part of the policy and for merely translation only.**

### **Compulsory Motor Insurance for Motor Vehicle Victims**

Subject to the coverage, conditions, exclusions and endorsements of this Insurance Policy, the Company agrees with the Insured as follows.

#### **1. This Insurance Policy shall be effective immediately when the Insured has already paid the premium.**

Premium payment made to a Non-Life Insurance agent, a Company officer or insurance broker under Non-life Insurance Act, Company officer or insurance broker, who is authorised to receive the premium payment, or to any person or juristic person who the Company recognises as the Company's representative, is deemed to be a premium payment made to the Company.

#### **2. Definition:** In this Insurance Policy or endorsement to this Policy:

"Company"	means the Company issuing the Policy;
"Insured"	means the person shown as the Insured in the Schedule;
"Victim"	means the person sustaining loss to life, bodily injury or harm to health caused by motor vehicle that is being in use or on the road or caused by objects carried or installed in that vehicle, the meaning includes heir at law of motor vehicle victim who is dead as well.
"Registrar"	means the Secretary General of Office of Insurance Commission or the person assigned by the Secretary General of Office of Insurance Commission as published in Government Gazette.
"Schedule"	means the Schedule of this Policy;
"Motor Vehicle"	means the insured motor vehicle with particulars stated in the Schedule of this Insurance Policy.
"Each Accident"	means an incident or series of incidents arising from one event.

**3. Coverage for motor vehicle victim** subject to Article 6, the Company shall pay compensation for damage to life, bodily injury, or injury to health of the victims on behalf of the Insured for legal liability caused by the Motor vehicle that is being in use or is in run-way due to loading or installing objects in that Motor Vehicle during insured period.

##### 3.1 Victims

3.1.1 In case of bodily injury or injury to health but not to the extent of dismemberment, permanent disability or total permanent disability according to clause 3.1.2, the Company shall pay medical expenses and other damages that victims can claim under the infringement benefits by law to the victims up to actual incurred amount but in total shall not exceed 80,000 Baht per person.

3.1.2 In case of bodily injury or injury to health, either of the following the Company shall pay compensation to the Victim as follows.

(1) In case of total permanent disability, the Company shall pay compensation of 500,000 Baht per person.



(2) In case of loss of both hands from wrist or both arms or both feet from ankle or both legs or loss of sight of both eyes (blind), the Company shall pay compensation of 500,000 Baht per person.

(3) In case of loss of one hand from wrist, one arm or one foot from ankle or one leg or loss of sight in one eye (blind), if two or more cases occurred the Company shall pay compensation of 500,000 Baht per person.

(4) In case of permanent disability, the Company shall pay compensation of 300,000 Baht per person.

(5) In case of loss of one hand from wrist or one arm or one foot from ankle or one leg or loss of sight in one eye (blind), if one of the cases occurred the Company shall pay compensation of 250,000 Baht per person.

(6) In case of deaf, mute or loss of ability to speak or cutting of tongue, loss of genital organ or loss of fertility, or insane, the Company shall pay compensation of 250,000 Baht per person.

(7) In case of loss of any other organs in addition to those prescribed in (2) (3) (5) (6) and (8), the loss or such destruction will affect the normal life of the victims such as loss of spleen, lungs, liver, kidneys or 5 or more permanent teeth or if the skull is damaged resulting in a use of artificial skull etc. the Company shall pay compensation of 250,000 Baht per person

(8) In case of loss of one or more finger from knuckle, the Company shall pay compensation of 200,000 Baht per person.

In case the Victim sustains multiple damages to bodily injury or injury to health, the Company shall pay compensation of only the highest coverage amount.

3.1.3 In case of loss of life, the Company shall pay compensation of 500,000 Baht per person.

3.1.4 In case of loss as prescribed in 3.1.1 and subsequent loss as prescribed in 3.1.2, the Company shall pay compensation of prescribed in 3.1.2 but if in case of loss as prescribed in 3.1.1 and subsequent loss as prescribed in 3.1.3 or both of 3.1.2 and 3.1.3, the Company shall pay compensation of no more than 500,000 Baht per person.

3.1.5 In case of medical treatment in medical facilities as inpatient, the Company shall pay daily compensation of 200 Baht not more than 20 days in addition to compensation provided in 3.1.1, 3.1.2, 3.1.3 and 3.1.4

3.1.6 In case the Victim is the Insured or family member of the Insured who is not a driver, the driver is liable for the accident. The clause 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5 shall apply mutatis mutandis.

3.1.7 In case the Victim is the driver of the Motor Vehicle, The Company shall pay compensation not exceeding preliminary compensation.

The Company shall pay total compensation as mentioned above and total compensation shall not exceed the maximum coverage of each accident as stated in item 4 of the Schedule.

**4. Preliminary Compensation** subject to Article 6, the Company shall pay preliminary compensation to the Victim for damage to life or bodily injury without waiting for proof of fault within 7 days after the Company receives claim request for Preliminary Compensation per following amount.



4.1 In case of bodily injury, the Company shall pay medical expenses and other necessary expenses related to medical treatment which will be paid according to its actual amount but not exceeding 30,000 Baht per person.

4.2 In case of any of the following injuries, the Company shall pay preliminary compensation of 35,000 Baht per person.

- (a) Blind
- (b) Deaf
- (c) Mute or loss of ability to speak or cutting of tongue
- (d) Loss of genital organs
- (e) Loss of arm, leg, hand, foot, or finger
- (f) Loss of any organs
- (g) Insane
- (h) Permanent disability

4.3 In case of damage to life, the Company shall pay preliminary compensation of funeral expenses and other necessary expenses related to funeral of the Victim for 35,000 Baht per person.

4.4 In case the Victim suffers from damage as prescribed in 4.1 and 4.2 or 4.1 and 4.3 or 4.1, 4.2 and 4.3 or 4.2 and 4.3, preliminary compensation shall be paid to the Victim not more than 65,000 Baht.

4.5 In case two motor vehicles or more, cause damage to the Victim. The Company shall pay preliminary compensation as prescribed in 4.1, 4.2, 4.3 or 4.4 as the case may be to victims in the Motor Vehicle. But if the Victim is not a person who was in any one of the Motor Vehicle that caused the damage mentioned above, the Company will pay preliminary compensation to the Victim in an equal ratio.

The preliminary compensation is a part of the compensation as defined in Article 3.

**5. Requesting on Preliminary Compensation** the Victim must request for preliminary compensation from the Company within one hundred and eighty days (180) from the date of accident and must have the following evidence:

**5.1 Bodily Injury**

5.1.1 A receipt from hospital or medical facilities or invoice concerning medical services.

5.1.2 A copy of identification card or a copy of alien certificate or a copy of passport or any official evidence that can serve as evidence to prove that a person's name as revealed in evidence is the Victim, as the case may be.

In case the Victim has suffered any bodily injuries as prescribed in 4.2, other than evidence as prescribed in 5.1.1 and 5.1.2, the Victim must submit medical certificate or physician's opinion or any other evidences that can prove such bodily injuries of the Victim along with a copy of police daily report or any evidence revealing that person is the Victim.

**5.2 Damage to life**

5.2.1 A copy of death certificate or any other evidence that the Registrar's regulation that can serve as evidence to prove that a person's name as revealed in evidence is the Victim.

5.2.2 A copy of police daily report or any evidence revealing the death of the Victim.

5.2.3 The request for preliminary compensation under 5.1 and 5.2 must be submitted along with evidence as prescribed in 5.1 and 5.2



**6. The provision of medical expenses, indemnity, daily compensation, indemnity in case of dismemberment, permanent disability, total permanent disability or loss of life** in case the Motor Vehicle has accident with other vehicle which has insurance policy for motor vehicle victims protection and caused loss to life or bodily injury, the Company agrees to pay provision for the Victim who is passenger or who is getting in or getting out of the insured motor vehicle, the provision as follows:

6.1 The receipts of medical expense not exceeding 80,000 Baht per person for bodily injury.

6.2 The indemnity in case of dismemberment, permanent disability or total permanent disability as the amount of 3.1.2 of 200,000 Baht or 250,000 Baht or 300,000 Baht or 500,000 Baht per person or loss of life under 3.1.3 as the amount of 500,000 Baht per person as the case may be.

6.3 The compensation of 200 Baht a day in case admitted to hospital as inpatient but totalling not exceeding 20 days.

6.4 The amount of 6.1 and 6.2 combined together as 3.1.4.

For the Victim who is outside the motor vehicle. The Company and other insurers shall share provision to pay for medical expenses, daily compensation, indemnity of dismemberment, permanent disability, total permanent disability or loss of life expenses according to the afore mentioned paragraph on average, each party equally.

After the provision of medical expenses, daily compensation, indemnity of dismemberment, permanent disability, total permanent disability or loss of life were paid as the conditions.

If it appears that the accident caused by the carelessness of others, not the driver or passenger of Motor Vehicle. The Company has the right to recourse medical expenses, daily compensation, indemnity of dismemberment, permanent disability, total permanent disability or loss of life back from the other insurers who are the parties liable under the law.

On the other hand, if the other insurers have paid provision for medical expenses, daily compensation, indemnity of dismemberment, permanent disability, total permanent disability or loss of life to the Victim or heir at law of the Victim who is passenger or who is getting in or getting out of the Motor Vehicle or the Victim is outside the Motor Vehicle, and it appears that the accident caused by the carelessness of the driver or passenger of the Motor Vehicle, the Company agrees to pay medical expenses, daily compensation indemnity of dismemberment, permanent disability, total permanent disability or loss of life back to the other insurers within 30 days from the date of being requested.

**7. Protection of driver**, the Company assumes any person who drive with consent by insured shall be deemed the Insured and that person must behave as if the Insured and under the terms of this policy.

**8. Protection of passenger liability**, this insurance policy will provide coverage when the passenger is liable to the Motor vehicle that being in used or is in run-way or from articles carried in or attached to the Motor Vehicle.



**9. Notification of the Accident**, when there is damage to Victims. Insured or the driver must do the following:

9.1 Notify the Company without delay. The Insured may notify the Company via the Application for road accident notification of the Office of Insurance Commission or the Application developed by the Company that the data is linked to the Application of the Office of Insurance Commission and contains the details as required by the Office of Insurance Commission.

9.2 Forwarded to the Company immediately upon receipt of a subpoena or an endorsement order.

9.3 A notice to the Company immediately after the civil action or the criminal court this may cause under this Policy. If the Insured did not follow this, Company may claim compensation from the Insured for any damage arising from that, unless the Insured to prove that it is not practical.

#### **10. Handling claims**

10.1 The Insured must not agree to propose or promise to pay for compensations to any person without the consent of the company, causing damage to the Company, the Company may claim the compensation arising from that execution from the Insured unless the damage is insured liable under the law and the Company did not have handling claims.

10.2 The Company has the right to conduct litigation.

10.3 The Company has the right to sue any persons to indemnify damage for the Company benefit on behalf of the Insured in addition, the Insured must give facts and provide assistance to the Company appropriately until the case is final.

10.4 When the Company has paid full amount of compensation that under no. 3 or no. 4, as the case may be. before court proceedings, Then the Company is not responsible for defence on behalf of the Insured.

10.5 In case the Company denied compensation, Victims have brought the case to court or submit the dispute to arbitration. When a court or arbitration judge the Company lose the case. The Company will indemnify the judgment or arbitral award with interest as debtors defaulted at a rate of 15 percent per year since date of default.

**11. To Notify the Police**, when a criminal offense by any individual causing the claim arising under insurance policies, the insured must notify the police without delay.

**12. Legal Expense**, if the Insured is sued in a court to pay compensation which is covered by this Policy, the Company shall defend the case on behalf of the Insured at the expense of the Company.

**13. Transfer of the motor vehicle**, when the Insured transfers the Motor Vehicle to another person, the transferee is deemed as the Insured under this Policy, and the Company shall be continuously liable under the remaining period of the Policy.

**14. Using motor vehicle**, in case using the Motor Vehicle outside the scope as stated in the Schedule which increases the risk, the Insured has to indemnify refunded the amount was paid but not exceeding 2,000 Baht.



**15. Termination of Insurance Policy**

15.1 Termination by the Company: The Company may terminate this insurance policy by one of these following methods.

(1) The Company may terminate this Policy by giving a written notice, not less than 30 days in advance, sent by registered mail to the Insured at the last known address. The policy will cease to be in force after the above date.

(2) The Company may terminate this Policy in advance by electronic notification not less than 30 days and the Company shall comply with the secure method at the level specified in the Electronic Transactions Law with the Company’s authorised and reliable feature of electronic signature under the Electronic Transactions Law. The termination of insurance policy information must be submitted to the Insured’s prescribed information system only. Then the Insured must consent to the Company to deliver the termination information via the said method, and the Company must provide the warning process to the Insured whenever there shall be such electronic policy termination.

In this event the Company shall refund the premium to the Insured less a pro rata premium for the period the Policy has been in force.

15.2 Termination by the Insured: The Insured may terminate this insurance policy by one of these following methods

(1) The Insured may terminate this insurance policy by notifying to the Company in written. The policy will cease to be in force immediately on the date the Company receives the termination notice or the date and time specified in the notice whichever is the later date.

(2) The Insured may terminate this insurance policy by electronic notification whereby the Company shall comply with the secure method at the level specified in the Electronic Transactions Law and notify such process to the Insured. The policy will cease to be in force immediately on the date the termination of insurance policy information submitted to the Company’s prescribed information system only or the date and time specified in the notice whichever is the later date.

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

Number of Covered Months	1	2	3	4	5	6	7	8	9	10	11	12
Return premium percentage	80	70	60	50	40	30	20	15	10	0	0	0

**16. Arbitration** if there is any difference, dispute, or claim under this Policy between the entitled person under this Policy and the Company, if the entitled person wishes and considers that such dispute be resolved by arbitration, the Company shall agree and allow the dispute to be resolved by arbitration in accordance with the arbitration regulations of the Office of Insurance Commission.

**17. Interpretation of policy** All wording in this Policy including the endorsement and other documents must be interpreted in accordance with the registrar’s approved handbook.

**18. Exclusions** This policy does not cover liability caused by:



18.1 War, invasion, acts of foreign enemy, hostilities or war-like operations (whether war is declared or not).

18.2 Civil war, military uprising, rebellion, revolution, mutiny, or usurpation of power by military or by other means, civil commotion assuming the proportions of or amounting to a popular uprising.

18.3 Nuclear weapons material.

18.4 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

18.5 The motor vehicle is embezzlement, cheated and fraud, extorted, stolen, blackmailed, threatened, robbery, or gang robbed.

18.6 Use of the Motor Vehicle outside the territorial limits of the Policy.

18.7 Use of the Motor Vehicle for an illegal purpose, e.g. robbery or carrying of drugs regardless of whether or not the Motor Vehicle has been modified or used to escape from a criminal offense or escape from the search or arrest of the officers etc.

18.8 Use of the Motor Vehicle for racing.

**19. Special agreements** under the limit of liability stated in the Schedule, the Company will not cite the imperfections of the Policy or the negligence of the Insured or the terms of this Policy except no 18.1, 18.2, 18.3, 18.4, 18.5, and 18.6 to defend the Victims to deny liability. After the Company had paid for compensation event it is not the Company liability to the Insured under the law or the Policy conditions because of above case but it is insured liability to the victims, the Insured must pay it back to the company within 7 days.