



Motor Vehicle Insurance Policy Third Party Liability Coverage 3

GENERAL CONDITIONS AGREEMENT

Under general coverage, conditions and exclusions of this policy and endorsement document
Under general coverage, conditions and exclusions of this policy and endorsement document,
the company agrees with the insured to pay within the limits of liability described as follows:

1. THIS POLICY WILL BE EFFECTIVE IMMEDIATELY UPON PAYMENT OF THE INSURED

A premium payment made to any authorized insurance company officer, agent and broker is deemed to be payment made to the insurer.

2. DEFINITIONS: When use in this policy or endorsement to this policy:

| | |
|-----------------|---|
| “COMPANY” | Is the Company issuing the Policy. |
| “INSURED” | Is the person named as the Insured in the Schedule. |
| “MOTOR VEHICLE” | Is the vehicle insured with particulars stated in the Schedule. |
| “SCHEDULE” | Is the Schedule of the Policy. |
| “EACH ACCIDENT” | Is an event or series of events arising from one cause. |
| “DEDUCTIBLE” | Is the first part of the liability or loss which is covered under a coverage agreement or an Endorsement to the Policy which shall be borne by the Insured. |

3. GENERAL EXCULSIONS:

This Policy does not cover loss or liability arising directly or indirectly from:

- 3.1 War, invasion, acts of Foreign enemies, hostilities or warlike operations (Whether war be declared or not).
- 3.2 Civil war, rebellion, military or usurped power, civil commotion, assuming the proportion of or amounting to a popular uprising.
- 3.3 Nuclear weapons material.
- 3.4 Ionization, 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 clause, combustion shall include any self-sustaining process of nuclear fission.



4. REPORT OF ACCIDENT AND CLAIM PROCESS:

When loss or liability occurs, the Insured or the Driver shall report to the Company without delay, and taking the necessary action to protect the legal rights. The Company shall have the right to handle all concerned in the accident on behalf of the Insured, if loss incurred is under the coverage of the Policy, which shall be enforced only when the Insured or the Driver shall present their honesty in the claim process.

5. COMPANY'S LIABILITY WHEN THE CLAIM IS DENIED:

When there is a claim for compensation, and the claim is denied for any reason, resulting in the Insured or person suffering from loss to enter any action in court or arbitration and later the court of arbitrator passes a judgement to determine the Company's failure in the lawsuit, the Company must obey the judgement, and default interest at the rate of 15 percent per annum from the date of default.

6. AMENDMENT:

Changing of conditions of the Policy is only by Endorsement that is issued by the Company.

7. AWARD OF NO CLAIM DISCOUNT:

7.1 In the event the Insured has vehicles insured with the Company, the Company shall reduce the premium to the Insured as follows:

1st renewal year: 20% of the renewal premium

2nd renewal year: 30% of the renewal premium with 2 years free from claims.

3rd renewal year: 40% of the renewal premium with 3 years free from claims.

4th renewal year: 50% of the renewal premium with 4 years or more free from claims.

The No Claim Bonus applies only to the renewal Policy under the agreed conditions and coverages.

"NO CLAIM VEHICLE" also includes if the vehicle has ever made a claim even if the Insured vehicle was not at fault or the Insured was able to identify the Third Party's particulars.

In a case the Insured holds a Policy showing the premium with a No Claim Bonus Award, and during the insurance period a claim has been reported, the Company shall collect the premium on the next renewal Policy as follows:



a. If the claim was made and determined to be the fault of the Insured vehicle, or the Insured is unable to identify the Third Party particulars, the Insured is subjected to a deduction of 1 step from the previous No Claim Discount.

b. In the event two or more claims are made, and are determined to be the fault of the insured vehicle, or the Insured is unable to identify the Third Party particulars, and the total amount of compensation exceeds 200% of the present insurance premium. There shall be a reduction of two steps (20%) from the previous No Claim Bonus Award.

7.2 In case the Insured are changing from any other insurance company to our company, the Company shall undertake the general conditions agreement 7.1.

8. INCREASING THE PREMIUM FOR IMPROPER DRIVING RECORD:

In the event one or more vehicles have been insured with the Company and during the insurance period the claims records shows 2 claims or more have been made and were the fault of the Insured, and the total amount of indemnity was over 200% of the premium, the Company shall increase the renewal premium as follows:

- a. 20% of the renewal premium
- b. 30% of the renewal premium when the claim record shows claim had been made for 2 continuous years.
- c. 40% of the renewal premium when the claim record shows claim had been made for 3 continuous years.
- d. 50% of the renewal premium when the claim record shows claim had been made for 4 or more continuous years

In the event the Insured has an increased premium as a result of an improper driving record, irregardless if this is applied during the Insurance period, and claim have been made with the insured vehicle at fault, or the insured is unable to identify the Third Party's particulars, and if totals do not exceed two claims or two claims have been made, but the total indemnity is not over 200% of the present insurance premium, Then when renewing said policy, the Company shall use the same premium rating as the previous years policy, or incase no claim has been made or has been made,



but there is no fault of the Insured vehicle, and the Insured is able to identify the Third Party's Particulars. In that event when renewing the Policy, The Company shall use the normal rating of the previous years.

9. TRANSFER OF POLICY OWNERSHIP:

In the event the Insured transferred the Insured vehicle to another person (the transferee), the Company considers that the transferee then becomes the Insured of this Policy, and the Company assumes responsibility until the expiry date of coverage.

For the Policy which specifies "NAMED DRIVER" on the Schedule, and the Insured must notify the company of the new driver's name, in order to adjust the premium according to the circumstances of risk that has been changed. Failure to accomplish this requirement will result in the Insured being required to pay the amount of deductible as mentioned in the Schedule.

10. ARBITRATION:

Any disagreement for a claim for compensation under this coverage, by the party who has a right to a claim, and wishing to settle the claim by arbitration, the Company shall be agreeable to follow the arbitration rules of the Insurance Department for final judgement.

11. INTERPRETATION OF POLICY WORDING:

All the terms, conditions, provisions, attachments and endorsements are interpreted according to the handbook of the Insurance Commissioner.

12. POLICY NOT IN FORCE:

The insurance expires:

12.1 At the expiration date shown on the Schedule.

12.2 Notice of Cancellation:

12.2.1 Cancelled by the Company: The Company may cancel this Policy by advance written notice of not less than 30 days, sent by registered mail to the Insured at the last known address made known to the Company. In such an event the Company shall return to the Insured a refund premium after deduction of a prorata premium for the period the Policy has been in effect.



12.2.2 Cancelled by the Insured: The Insured may cancel this Policy by submitting written notice to the Company and the enforcement of the cancellation date is the date the Company receives the Notice from the Insured or the date stated in the cancellation notice.

In this case, the Insured is entitled to a return premium at the rate that is specified in the chart 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 | 52 | 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 |



COVERAGE FOR THIRD PARTY LIABILITY

1. COVERAGE AGREEMENT:

The Company agrees to pay compensation to any Third Party on behalf of the Insured, who is liable by law for loss arising from use of the Insured vehicle in the driveway, or from articles carried on or equipped with the vehicle during the insurance period as follows:

1.1 Loss of life, bodily injury, or health. The Company agrees to pay compensation for Loss of life, bodily injury, or health of any Third Person, which the Insured is liable by law.

In case of Death, the company will pay compensation not less than 100,000 Baht/Person and if that death brings someone to the loss of a benefactor, the company will pay compensation not less than 300,000 Baht/Person.

In case of Total permanent disablement, the company agrees to pay compensation not less than 300,000 Baht/Person.

In case of Third Party has the right to receive compensation more than one motor insurance policy. The insurance companies will pay compensation in equal shares to the third party.

Liability of the Company, per person and per event, shall not exceed the limits of liability for each accident as stated in the schedule.

Permanent Disability means the total and permanent inability to perform any type of work and earn money because of an injury or illness.

The Third Person who is covered by 1.1 shall not include the Driver whom was at fault by law and the employed Driver husband/wife, parents, child of the driver.

1.2 Property Damage: The Company agrees to pay Compensation on behalf of the Insured for which the Insured is liable by law for damage to property of any Third Person, Liability of the Company shall not exceed the amount stated in the Schedule.

GENERAL EXCLUSIONS:

The following Items are not covered:

a. All articles belonging to the Insured, or belonging to the Driver whom was at fault by law, or belonging to husband/wife, parents, child of the Insured or their person in charge of the vehicle.



b. Weighing station, bridge, train bridge, road, runway, walkway, field, or anything underneath caused by vibration or weight of the vehicle, or weight of the load on the vehicle

c. All articles carried in or bouncing up and down in or out of the vehicle, or articles that vehicle bounced from one place to another place.

d. All articles damaged by toxic chemical leaking, carried in or equipped with the vehicle, except that leaking arises from accident or leaking of gas or fuel for operating the car.

2. DEDUCTIBLE:

The Insured is liable to pay the deductible for each accident as follows:

(a) 2,000 baht for property damage for other than the limitation as stated in the schedule.

(b) Amount deductible as stated in the schedule.

(c) 2,000 baht of indemnity for the Third Party's property damaged. When the policy Condition is covered for a NAMED DRIVER as specified in the schedule and the driver involved in the accident is not that NAMED DRIVER.

In the event the Insured is liable to pay deductible for more than one clause, it shall be considered that each clause is an additional clause for which the insured is liable.

In the event the Insured is liable to pay deductible as mentioned in (a), (b), and (c) the company shall advance payment on behalf of the Insured and the insured must reimburse the Company within 7 days from the day the Insured received the requesting letter from the Company.

3. LEGAL EXPENSE:

If the Insured has been sued to pay compensation which is covered by this Policy, the Company shall defend such suit on behalf of the Insured at the expense of the Company unless the Company had already paid full compensation to the insured.

4. COVERAGE OF THE LIABILITY OF THE DRIVER:

The Company shall treat any person driving the Insured vehicle with the consent of the Insured as if such person were the Insured, provided that:

4.1 Such person shall perform as if that person was the Insured and shall be subject to the provisions of this policy.



4.2 Such person shall not be indemnified by any other insurance policy, or shall have been indemnified, but is not adequately covered. The Company shall then be liable to pay compensation for that part which is in excess.

5. COVERAGE OF THE LIABILITY OF THE PASSENGER:

This Policy provides coverage of the passenger's liability, when the passenger is liable by law from use of the vehicle in the driveway, or from the articles carried in or equipped with the vehicle provided that such person shall not have been indemnified from another insurance policy or they shall have been indemnified, but is not adequately covered. The Company shall then be liable to pay compensation for that part which is in excess.

6. COVERAGE OF THE EMPLOYER:

This Policy covers the employer who is not the Insured, when the employer is liable by law from use of the vehicle by the employee under the employment agreement, provided that:

The employer shall perform under the conditions of the policy.

The employer cannot be indemnified by any other insurance policy, or shall have been indemnified but is not adequately covered. The Company shall then be liable to pay compensation for that part which is in excess.

The liability of the coverage in clause 6 shall not be an increased liability of the Company.

7. GENERAL EXCLUSIONS:

The coverage in this section does not cover:

7.1 Use of the vehicle outside the territorial limits of the Policy.

7.2 Use of the vehicle for illegal purpose i.e. Robbery or carrying of drugs.

7.3 Use of the vehicle for racing.

7.4 Use of the vehicle towing or pushing, except if the vehicle that is being towed or pushed is also insured by the Company or the towing vehicle is specially built for towing purposes, or the vehicle is adapted with the connecting braking system.

7.5 Any agreement or acceptance of liability committed by the driver without the consent of the Company.



7.6 Driving by any person who has been determined to be under the influence of alcohol as a result of a blood test which is over 150 MG.

8. SPECIAL AGREEMENTS:

Subject to the limits of liability stated in the Schedule, the Company shall not rely upon the validity of the Policy or the gross negligence of the Insured, or condition clause 7.1,7.2,7.3,7.4,7.5, or General Exclusions, except clause 2 of General Conditions as defense against a Third person to deny indemnity as mentioned in clause 1.1 of this section.

Under Condition clause 7.6 the Company shall not refuse payment of compensation as mentioned 1.1 and 1.2 of this section against the Third person.

When indemnity has been paid by the Company, but it is found that the Company had no liability according to the law or according to the Policy Coverage Conditions as state in paragraph 1 and 2 in this clause, the Insured shall be personally liable to the Third Party. In this event the Insured shall be liable to reimbursement of the claim payment to the Company within 7 days from the day the insured received the requesting letter from the company.



ENDORSEMENT ADDITIONAL COVERAGE PERSONAL ACCIDENT (R.Y.01)

This endorsement is used when:

THE PERSON WHO WAS COVERED WAS:

The driver, or the number of passengers as stated in the Schedule, who were in the vehicle, driving or getting in or out of the vehicle.

ACCIDENT IS:

An incident that is unexpected or without apparent cause. Murder is also considered as an accident.

PERMANENT DISABILITY INJURY IS:

Permanent disability of any part of the body.

LOSS OF ONE OR BOTH EYES IS:

The eye completely blind and unable to recover eyesight.

PERMANENT DISABILITY IS:

The total and permanent inability to perform any type of work and earn money because of an injury or illness.

TEMPORARY DISABILITY IS:

A temporary period where the victim is unable to perform at their occupation normally.

It is agreed that: This insurance has extensive coverage as follows:

The Company shall pay compensation for bodily injury to the persons who were covered by this insurance from an accident and has resulted in:

1. Loss of Life:

In the event a person covered by this insurance was injured from an accident and loses their life within 180 days the date of the accident or the injured person must remain in the hospital for medical treatment, and later loses their life, the Company shall pay compensation in the amount stated in the Schedule in full to the heir of such person.

2. In the event the injury has not caused the injured person loss of life within 180 days from the date of the accident, but results in the injured person becoming disabled, or must remain in the hospital for



medical treatment, or the injury results in the person covered by this insurance, permanent loss mentioned below, the Company shall pay the compensation as follows:

- 100% of the sum insured for loss of 2 limbs, from the wrist or ankle, or loss of both eyes.
- 100% of the sum insured for loss of one hand (from the wrist) and loss of one leg (from the ankle).
- 100% of the sum insured for loss of one leg (from the ankle) and loss of the sight of one eye.
- 60% of the sum insured for loss of one hand (from the wrist).
- 60% of the sum insured for loss of one leg (from the ankle).
- 60% of the sum insured for loss of the sight of one eye.

The Company shall pay compensation of not more than one item to the amount of liability which is the highest amount as specified above.

3. Permanent Disability:

In the period of 12 months from the date of the accident, and the injured person who was covered by this insurance has become permanently disabled, and continues to suffer for more than 12 months, or determination by the Doctor, indicates that the injured person has become a permanently disabled person, the Company shall indemnify the injured person who was covered the full amount of the sum insured deducting the amount of indemnity that has already been paid or going to be paid in accordance with the conditions of clause 1 and 2 of this endorsement.

4. Temporary Disability:

In the event the period of 180 days from the date of the accident which caused the injury to the person who was covered by this insurance and has suffered temporary disability or must remain in the hospital for future medical treatment, the Company shall pay compensation periodically paying the amount of the sum insured as stated in the Schedule, but not over 52 weeks per event.

Indemnity in this clause shall not apply if the accident, causing the person who was covered by this insurance, and to suffer loss as mentioned in clause 1 or 2 in this endorsement, and resulting in permanent disability, the amount of indemnity shall be applicable to the amount as state in clause 3, and the Company shall deduct the amount of indemnity that has been paid in clause 4.



EXCLUSION:

This extension of coverage does not cover loss of life or physique or any disability caused from direct or indirect criminal action by the person who was covered by this insurance.

OTHER CONDITIONS:

This endorsement is used for extensions of coverage, and is under the General Conditions of the Policy.

ENDORSEMENT ADDITIONAL COVERAGE MEDICAL PAYMENT (R.Y.02)

It is hereby agreed that this policy has extended the coverage as indicated below:

The Company shall pay the cost of medical payment, Doctors Fee, Operation fee, and other service fees which is involved in the period of 12 months from the date of the accident, to any person suffering injury from an accident, when getting up or down in the vehicle.

Maximum liability of the Company per accident shall not exceed the limits as stated in the Schedule. This endorsement is enforced only to the vehicle as stated in the Schedule.

ENDORSEMENT ADDITIONAL COVERAGE BAIL BOND FOR THE DRIVER (R.Y.03)

It is hereby agreed that this Policy has extended the coverage as indicated below.

The Company shall bail out the Insured or any person who was driving the vehicle with the consent of the Insured, in the event the Insured vehicle, as stated in the Schedule, is involved in an accident, causing injury to any person, and such person held in custody pending criminal proceeding, the Company shall bail out such person without delay in depositing the bail money in the amount required by Investigating Officer or court until the case is completed.

This endorsement is enforced only to the terms and conditions of the policy.



ENDORSEMENT EXCEPTION OF THE TERRORISM (R.Y.30)

If any provision of this contract shall be held to be invalid or prohibited under the provision of policy or any endorsements, such provision shall be not covered directly or indirectly to the damages resulting from the action of terrorist, this includes consequential damages.

To this purpose of the exception, the terrorism action includes the violence action or/and using minacity by anyone or the group, by themselves, by other person, or by any organization or any government, in order to achieve political aims, religion aims or conservatism aims or any related aims. The terrorist action shall effect to the government or the public or any part of the public with the frightful or panic situation.

The exception shall not cover the damages, the losses and any compensation resulting directly or indirectly from the action or a part of the action in order to control, protect, stop the terrorist, including any consequential actions.

In the case of any part of this exception can not be enforced, the rest of this exception can be forced or valid.

All Terms and conditions of insurance is rendered in two languages, a Thai version.

In the case concerning the interpretation of the content, both parties agree to comply with the content as determined in the Thai version.



ENDORSEMENT :

Payment terms for a juristic Person

In the event that the insured is a juristic person. The company agrees to provide the insured with a 15 days grace period from the effective date. In case of a claim is made during the grace period. The company shall be responsible for any loss or damage under the policy and the insured must pay the insurance premiums immediately.

If the insured fails to pay the premium within 15 days of the effective date. The company will terminate its coverage on the expiration date.

Remark : Notwithstanding anything to contrary stated in this endorsement, it is agreed to comply with the content as determined in this endorsement.