



Comprehensive Coverage Type 4

Start 1st April 2020

GENERAL CONDITIONS AGREEMENT

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. |

3. COVERAGE AGREEMENT:

The Company agrees to pay compensation to any Third Party on behalf of the Insured, who is liable by the 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. Liability of the company shall not exceed the sum insured as stated in the schedule.

In the event of The Third Party Property Damage caused the "Loss of Use" compensation, the company agrees to pay compensation to:-

- The motor vehicle (Car / Truck) with seven seats are not less than 500 Baht per day.
- The public hire vehicle with seven seats are not less than 700 Baht per day.
- The motor vehicle (Car / Truck) with more than seven seats are not less than 1,000 Baht per day.

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.

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:

6.1 The employer shall perform under the conditions of the policy.

6.2 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.

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

7. GENERAL EXCLUSIONS:

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

7.1.1 *War, invasion, acts of Foreign enemies, hostilities or warlike operations (Whether war be declared or not).*

7.1.2 *Civil war, rebellion, military or usurped power, civil commotion, assuming the proportion of or amounting to a popular uprising.*

7.1.3 *Nuclear weapons material.*

7.1.4 *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.*

7.1.5 *Use of the vehicle outside the territorial limits of the Policy.*

7.1.6 *Use of the vehicle for illegal activities such as robbery, or drug activities, etc.*

7.1.7 *Use of the vehicle for racing.*

7.1.8 *Use of the vehicle for towing or pushing, except if the vehicle being towed or pushed is also insured by this Company or the vehicle is specially built for towing purpose, or the vehicle is adapted with the connecting braking system.*

7.1.9 *Any agreement or acceptance of liability committed by the driver without the consent of the company*



7.1.10 Driving by any person who has been determined to be under the influence of alcohol which is followed the Land Traffic is considered legally drunk as following.

(1) The influence of alcohol with a blood alcohol content over 50 milligrams percent.

(2) The influence of alcohol with a blood alcohol content over 20 milligrams percent. In case of the driver who under 20 years old or the person who has Temporary Driving License or the person who doesn't have Driving License or suspension or withdrawal of driving license.

(3) The case does not allow to authorities test alcohol is prosecuted to the driving base while drunken, liquor or otherwise intoxicated according to land traffic laws. The driver has accepted or the court has a final judgment in the offence.

7.1.11 Driving by any person who has been determined to be under the influence of drug or Psychotropic substances is considered illegally and the driver has accepted or the court has a final judgment in the offence.

Under general exclusion item 7.1.10 The Company shall not refuse payment of the compensation against the third party. When indemnity has been paid by the company, 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.

7.2 The following items are not covered

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

8. 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 insured may report via either accident report application of Office of Insurance Commission (OIC) or company's developed application, which connects with and delivers required information to the OIC's application. 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.

9. 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.

10. 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.

For damage of the insured vehicle of policy and the insured sells the car to people who are buying-selling cars or car rental or car-repairing or car maintenance. Whether the sale would have to be in writing or transfer of the registration or not. This insurance coverage will end after the time of the car is sold. The company shall return to the Insured a refund premium after deduction of a prorated premium for the period the Policy has been in effect within 15 days from the day that have notification of sales from the insured or the company is aware of such car sale. The company will inform the end of coverage with the return of premium by sending a letter to the insured at the last address that notify to the company.

11. USE A CAR:

In case of a car accident happen apart from being identified on item 6 of the schedule and lead to the higher risk. The insured must reimburse the company for the actual loss paid out but not exceed \$2,000 per accident.

12. 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 office of Insurance Commission.

13. INTERPRETATION OF POLICY WORDING:

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

14. AMENDMENT:

The general condition of this policy can be changed only by Endorsement that is issued by the company.

15. POLICY NOT IN FORCE: The insurance expires

12. 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 with the one below;

(1) 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.

(2) The Company may cancel this policy by electronic notice of not less than 30 days and the company must follow the secure method at the level specified in the law on electronic transaction and sign the electronic signature of a company with a reliable under the law on electronic transactions. By sending information for the cancellation of the insurance policy to the information system specified by the insured. In addition, the insured have to allow the company to submit the cancellation information through such method and the company must provide a warning notification process for the insured when proceeding to cancel the electronic insurance policy.

In such an event the Company shall return to the Insured a refund premium after deduction of a prorated premium for the period the Policy has been in effect.

12.2.2 Cancelled by the Insured: The Insured may cancel this policy with the one below;

(1) 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.

(2) The Company may cancel this Policy by electronic notice of not less than 30 days and the company must follow the secure method at the method at the level specified in the law on electronic transaction. And inform methods to the insured, which effect to the insurance policy will be end of the information is cancellation that sent to the information system specified by the company or on the date specified in the notice of cancellation that depending on which day is the last date.

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 |

16.Claim for corruption

The Company is not liable for claims that from corruption or fraud in any way whatsoever, the insured or the person acting on behalf of the insured has done in order to get benefits under this insurance policy. And the company may cancel the right in the insurance policy immediately by not refunding the premium.



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.