



ประกันภัยรถยนต์  
Motor Insurance

# Insurance Policy SmartDrive

**Sell through electronic channel (online)**

“Smart Drive is the marketing name of  
Motor Insurance policy”

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**Remark:** The English version is a translation of the original in Thai for information purpose only. In case of a discrepancy, the Thai original shall prevail.

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# **MOTOR INSURANCE POLICY**

## **INCLUDED PROTECTION FOR MOTOR VEHICLE VICTIMS**

### **GENERAL CONDITIONS**

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

#### **1. This policy shall be effective immediately upon the premium payment**

A premium payment made to a non-life insurance agent subject to Non-Life Insurance Act, a Company officer or a non-life insurance broker subject to Non-Life Insurance Act who is authorized to receive the premium payment, or to any person or juristic person who the Company recognizes as acting as the Company's representative, is deemed to be a legitimate payment made to the Company.

#### **2. Definition**

When used in this Policy or endorsement to this Insurance Policy:

“Company”	means the Company issuing this Policy
“Insured”	means the person named as the Insured in the Schedule
“Victim”	means the person who sustain loss of life, bodily injury or injury to health caused by Motor Vehicle that is being in use or on the driveway or caused by objects carried or equipped to the Motor Vehicle, including statutory heir of Victim who is dead as well.
“Por Ror Bor”	means Motor Victims Protection Act B.E. 1992
“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 Accident”	means the insured vehicle which particularly stated in the Schedule of this Policy.
“Motor Vehicle”	means the insured vehicle which stated particularly in the Schedule
“Each Accident”	means an incident or series of incidents arising from one caused
“Deductible”	means the amount of the liability or damage which is covered under the Policy or endorsement which shall be borne by the Insured.

### 3. General Exclusions

Policy does not cover damage or liability arising directly or indirectly from:

- 3.1 War, invasion, acts of foreign enemy, hostilities or war-like operations (whether war is declared or not).
- 3.2 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.
- 3.3 Nuclear weapons material.
- 3.4 Ionizing 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. Claims management when damage occurs

When damage or liability covered under the Policy occurred, the Insured or the driver must notify the Company without delay and take any necessary action to preserve the legal rights. In any case, Insured may notify the Company through road accident reporting application developed by Office of Insurance Commission or application developed by the Company which connects to that of the Office of Insurance Commission with details as Office of Insurance Commission requires.

The Company, on behalf of the Insured, has the right to proceed on any matter regarding the damage which covered under the Policy.

The coverage shall be enforced only if the Insured or the driver acts in good faith.

### 5. The Liability of the Company when the claim is denied

When there is a claim for compensation against the Company, and the Company wrongfully refuses to pay such compensation, resulting in the Insured or a person who suffer from loss bringing a case to the court or requesting arbitration, if the court renders a judgment or award ruling that the Company loses the case, the Company must be liable to the Insured or a person who suffer from loss in accordance with the court judgment, plus default interest at the rate of 15 percent per annum from the date of claim denial.

### 6. No-claim Discount

Used for motor insurance in section coverage for third party liability, coverage for own damage, coverage for fire and theft of motor vehicle and endorsement for additional coverage.

The insured may receive a premium discount from the normal premium rate in the following cases

- 6.1 If the Insured insures Motor Vehicle with the Company, the Company shall apply the premium discount to the Insured in steps as follows:-
  - 1<sup>st</sup> Step : 20% of the premium of the renewal year for the Motor Vehicle with no claim in the first year
  - 2<sup>nd</sup> Step : 30% of the premium of the renewal year for the Motor Vehicle with no claim for 2 consecutive years
  - 3<sup>rd</sup> Step : 40% of the premium of the renewal year for the Motor Vehicle with no claim for 3 consecutive years

4<sup>th</sup> Step : 50% of the premium of the renewal year for the Motor Vehicle with no claim for 4 consecutive years or more

The Company shall give the premium discount only when the Insured renews the Policy with the Company and only for the renewal coverage.

“The Motor Vehicle with no claim” shall include Motor Vehicle with claims for damage arise from accident caused by gross negligence of third party, and the Insured is able to identify the third party, resulting in the Company is able to demand an indemnity for paid compensation from the third party.

If a claim is made during the period of insurance which the Insured receives no-claim discount, the Company shall apply the premium discount for the next renewal year to the Insured as follows:

- A. The no-claim discount shall go back one step, if the claim arises from gross negligence of Motor Vehicle, or the Insured is unable to identify the adverse party.
- B. The no-claim discount shall go back two steps, but the premium shall not exceed the normal rate, if there are the claims arise form gross negligence of Motor Vehicle, or the Insured is unable to identify the adverse party, two times or more, and such aggregated damage exceeds 200% of the premium.

6.2 If the Insured previously had motor insurance policy with another insurer and transfer to renews with the Company, the Company may apply clause 6.1, mutatis mutandis.

## **7. Increase of premium for improper driving record**

Used for motor insurance in section coverage for third party liability, coverage for own damage, coverage for fire and theft of motor vehicle and endorsement for additional coverage.

The insured may receive a premium discount from the normal premium rate in the following cases

If the Insured insures Motor Vehicle with the Company and there is a claim for damage arising from an accident caused by the gross negligence of Motor Vehicle during the period of insurance, or the Insured is unable to identify the adverse party, two times or more, and such aggregated damage exceeds 200% of the premium, the Company shall increase the premium in steps as follows:

1<sup>st</sup> Step : 20% of the premium of the renewal year.

2<sup>nd</sup> Step : 30% of the premium of the renewal year for the Motor Vehicle with claim for damage for 2 consecutive years.

3<sup>rd</sup> Step : 40% of the premium of the renewal year for the Motor Vehicle with claim for damage for 3 consecutive years.

4<sup>th</sup> Step : 50% of the premium of the renewal year for the Motor Vehicle with claim for damage for 4 consecutive years or more.

If the premium is increased due to improper driving record regardless of which step and during the policy year, if there is a claim arising from an accident caused by the gross negligence of the Motor Vehicle or the Insured is unable to identify the adverse party, less than two times, or two times but the aggregated damage does not exceed 200% of the premium, the Company

shall apply the premium rate as previous year upon the renewal. However, if there is no claim, or there is a claim, but not caused by the gross negligence of the Motor Vehicle and the Insured is able to identify the adverse party, the Company shall apply the normal premium rate in the next renewal year.

## **8. 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, unless the Company has already paid compensation of the full sum insured to the Insured prior suing.

## **9. Transfer of the Motor Vehicle ownership**

When the Insured transfers the Motor Vehicle to another person, the transferee is deemed to be the Insured under this Policy, and the Company shall be continuously liable under the remaining period of the Policy. However, if the Policy specifies a named driver, the Insured must notify the Company regarding the change of driver's name, in order to adjust the premium rate according to the change of risk circumstances. If the Insured is failing to do so, the Insured may be liable for the Deductible under the conditions as appear in this Policy.

For Policy which has Coverage for Damage to Motor Vehicle and the Insured sell Motor Vehicle to any person who has occupation in car merchandise, car renting, car repair, or car maintenance regardless of the sale contract has made, or car registration book has transferred. The Policy shall be ceased upon the sale of Motor Vehicle. The Company shall refund the premium to the Insured less a pro rata premium for the period the Policy has been in force within 15 days after the Company received notice from the Insured, or the Company aware of that. The Company will give a written notice regarding Policy termination and premium refund to the Insured's last known address.

## **10. Termination of the policy**

This Policy shall be terminated:

10.1 On the date and at the time as shown in the Schedule;

10.2 Cancellation of this Policy;

10.2.1 Cancellation by the Company: The Company may cancel this Policy by any method as follow:

- (1.) The Company may cancel this Policy by giving a written notice, not less than 30 days in advance, send by registered mail to the Insured's last known address. The Policy shall be ceased at the end of such period.
- (2.) The Company may cancel the Policy through electronic channel, not less than 30 days in advance and must perform all the security procedure as describe in Electronic Transection Act, including sign an electronic signature which is reliable according to Electronic Transection Act. The cancellation notice must be sent to the information system which the Insured specify only, and the Insured give the permission to the Company to cancel by exercise this method. The Company must have the notification process to notify the Insured when the cancellation has been done through electronic channel.

The company shall refund the premium to the Insured less a pro rata premium for the period the Policy has been in force.

10.2.2 Cancellation by the Insured: The Insured may cancel this Policy by any method as follow

- (1.) The Insured may cancel this Policy by giving a written notice to the Company. The Policy shall be ceased immediately at the time the Company received such notice or the date and time specified in the notice, whichever is later.
- (2.) The Insured may cancel the Policy through electronic channel. The Company must perform all the security procedure as describe in Electronic Transaction Act and inform the Insured of such security procedure. The Policy shall be ceased at the date of sending the cancellation notice to the information system specified by the Company or the date specified in the notice, whichever later.

The Insured is entitled to receive the refund premium at the rate specified below:

#### (A) Premium refund rate : Protection for Motor Vehicle Victims

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

#### (B) Premium refund rate coverage other than (A)

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

## 11. Fraudulent Claim

The Company is not responsible to compensate to any fraud or dishonest claim from the Insured or their representative which incurred for the propose of reaping benefit from this Policy. The Company is entitled to void the Policy immediately without refund premium to the Insured.

## 12. Arbitration

In case of argument, dispute, or appeal under this Policy between the person who is entitled to claim and the Company, and if so desire by the person who is entitled to claim to

settle the dispute by the use of arbitration, the Company must conform and allow the case to be judge by arbitration in accordance with the Arbitrating Regulations governed by Office of Insurance Commission.

### **13. 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.

### **14. Amendment**

The coverage and conditions under this Policy can be amended only by the endorsement issued by the Company.

## Protection for Motor Vehicle Victims

### 1. Victims Protection

Subject to Article 4, the Company, on behalf of the Insured, shall pay compensation for loss of life, bodily injury, or injury to health of the Victims which shall be legally borne by Motor Vehicle being in use or on the driveway or caused by objects carried or equipped to the Motor Vehicle during period of insurance as follow

#### 1.1 Victim

1.1.1 In case of bodily injury or injury to health but not to the extent of dismemberment or permanent disability according to clause 1.1.2, the Company shall pay medical expenses and other damages that 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.

1.1.2 In case of bodily injury or injury to health, the Company shall pay compensation to Victim as follow:

- (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 in both eyes (blind), the Company shall pay compensation of 500,000 Baht per person
- (3) 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), two or more cases the Company shall pay compensation of 500,000 Baht per person.
- (4) In case 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, insane, the Company shall pay compensation of 250,000 Baht per person.
- (7) In case dismemberment apart from what indicate in clause (2) (3) (5) (6) and (8), which such loss or damage effect the quality of life of the Victim such as loss of spleen, lung, liver, kidney or more than 5 permanent teeth or damage of the skull to the extent that need artificial skull, 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 of multiple damages to bodily injury or injury to health, the Company shall pay compensation of only the highest coverage amount.

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

1.1.4 In case of loss as prescribed in 1.1.1 and subsequent loss as prescribed in 1.1.2, the Company shall pay compensation of prescribed in 1.1.2 but in case of loss as prescribed in 1.1.1 and subsequent loss as prescribed in 1.1.3 or both of 1.1.2 and 1.1.3, the Company shall pay compensation of 500,000 Baht per person.

1.1.5 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 1.1.1, 1.1.2, 1.1.3 and 1.1.4.

1.1.6 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 1.1.1, 1.1.2, 1.1.3, 1.1.4 and 1.1.5 shall apply mutatis mutandis

1.1.7 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 but not exceed the maximum coverage of Each Accident.

## **2. Preliminary compensation**

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

2.1 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 incurred but not exceed 30,000 Baht per person.

2.2 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, finger
- (F) Loss of any other organs
- (G) Insane
- (H) Permanently Disability

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

2.4 According to the total amount of 2.1 and 2.2 or 2.1 and 2.3, however, if the Victim suffer from damage as prescribed in 2.1, 2.2 and 2.3 or 2.2 and 2.3, preliminary compensation shall be paid to the Victim not more than 65,000 Baht.

2.5 In case two vehicles or more, cause damage to the Victim. The Company shall pay preliminary compensation as prescribed in 2.1, 2.2, 2.3 or 2.4, as the case may be, to Victim in the Motor Vehicle. But if the Victim is not a person who was in any vehicles that caused the damage mentioned above, the Company will pay preliminary compensation to the Victim an equal ratio.

The preliminary compensation is a part of the compensation as defined in Article 1.

### **3. Requesting on preliminary compensation**

The Victim must request for preliminary compensation from the Company within 180 days from the date of Accident and must have the following evidence

#### **3.1 Bodily Injury**

- 3.1.1 A receipt from hospital or medical facilities or invoice concerning medical services.
- 3.1.2 A copy of Identification Card or a copy of Alien Certificate or a copy of passport or any of official evidence that can serve as evidence to prove that a person's name as revealed in an evidence is the Victim, as the case maybe.

In case the Victim have suffered any bodily injuries as prescribed in 2.2, other than evidence as prescribed in 3.1.1 and 3.1.2, the Victim must submit medical certificate or physician's opinion, or any other evidences indicate such bodily injuries of the Victim along with a copy of police daily report or any evidence revealing that person is the Victim.

#### **3.2 Loss of life**

- 3.2.1 A copy of Death Certificate or any other evidence that the Registrar's regulation announced which could prove that those named in evidence is the Victim.
- 3.2.2 A copy of police daily report or any evidence revealing the death of the Victim arise from accident caused by Motor Vehicle.
- 3.2.3 The request for preliminary compensation under 3.1 and 3.2 must be submitted along with evidences as prescribed in 3.1 and 3.2

### **4. The provision of medical expense, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or Loss of life**

In case the Motor Vehicle has accident with other vehicle which has Protection for Motor Vehicle Victim policy and cause loss of 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 Motor Vehicle as follows:

- 4.1 Medical expense according to receipt not exceeding 80,000 Baht per person for bodily injury.
- 4.2 The indemnity for dismemberment, Permanent Disability or Total Permanent Disability subject to clause 1.1.2 of 200,000 Baht or 250,000 baht or 300,000 baht or 500,000 Baht per person or loss of life subject to clause 1.1.3 of 500,000 baht per person, as the case maybe.
- 4.3 In case of medical treatment in medical facilities as inpatient, the Company shall pay daily compensation of 200 Baht, not more than 20 days.
- 4.4 The amount 4.1 and 4.2 combine together as 1.1.4.

For the Victims who is outside the Motor Vehicle. The Company or other insurance company shall share provision to pay for medical expenses, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or loss of life according to the afore mentioned paragraph on average, each party equally.

After the provision of medical expense, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or loss of life were paid as the conditions, if it appears that the accident caused by the gross negligence of others, not the driver or passenger of Motor Vehicle. The Company has the right to recourse medical

expenses, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or loss of life back from the other insurance company who are the parties liable under the law.

On the other hand, if other insurance company have paid provision for medical expense, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or loss of life to the Victim or statutory heir of the Victim who is passenger or 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 gross negligence of the driver or passenger of the Motor Vehicle, the Company agrees to pay medical expenses, hospital income benefit, indemnity for dismemberment, Permanent Disability, Total Permanent Disability or loss of life back to the other insurance company within 30 days from the date received the request.

## **5. Driver Protection**

The Company shall treat any person driving the Motor Vehicle with the Insured's permission as if such person were the Insured, and such person shall perform as if that person were the Insured and shall be subject to the provisions of the Policy.

## **6. Passenger liability Protection**

This Policy will provide coverage if the passenger is liable from the Motor Vehicle that is being in used or on the driveway or from objects carried or equipped to the Motor Vehicle.

## **7. Motor Vehicle Usage**

In case using the Motor Vehicle outside the scope as stated in the Schedule which increase the risk, the Insured must reimburse the compensation which paid by the Company, but not exceeding 2,000 baht.

## **8. Exclusions Policy does not cover liability caused by:**

- 8.1 The Motor Vehicle is misappropriated, cheated and fraud, extorted, stolen, blackmailed, threatened, stolen, or robbed.
- 8.2 Use of the Motor Vehicle outside the territorial limits of the Policy.
- 8.3 Use of the Motor Vehicle for an illegal purpose, e.g. robbery or drugs trafficking regardless of modification of the Motor Vehicle has been done or not, including the use of Motor Vehicle for escaping civil crime, searching or arrest from the officer.
- 8.4 Use of the Motor Vehicle for racing.

## **9. Special agreements under the limit of liability stated in the Schedule**

The Company will not cite the imperfections of the Policy or the gross negligence of the Insured or the terms of this Policy except no 8.1 and 8.2 to defend the Victims to deny liability. After the Company had paid for compensation even 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.

## COVERAGE FOR THIRD PARTY LIABILITY

### 1. Coverage

The Company, on behalf of the Insured, agrees to pay compensation for loss or damage incurred to a third party which shall be legally borne by the Insured, due to an accident arising from the use of Motor Vehicle in the drive way or from articles carried in or equipped to the Motor Vehicle during the period of insurance as follows.

#### 1.1 Loss of life, bodily injury, or injury to health

The Company shall pay compensation for loss of life, bodily injury, or injury to health condition of the third party the exceeding amount from Compulsory Motor Insurance, Protection for Motor Vehicle Victim, for the actual cost incurred which shall be legally borne by the Insured. The Company shall pay compensation not exceed the amount per person as state in the Schedule and in total not exceed the amount per event as state in the Schedule subject to the follow conditions.

If the third party is deceased or become Total Permanent Disability, the Insured and a person who is entitled to claim under the Policy have agreed on the compensation amount, the Company will compensate as follow:

- 1.1.1 The amount state in Schedule under this coverage and the sum insured must not be less than 500,000 Baht per person.
- 1.1.2 In case sum insured is more than 2,000,000 Baht per person, the Company shall pay compensation for not less than 2,000,000 Baht per person. For the exceeding amount of 2,000,000 Baht, the Company shall pay compensation the actual damage incurred to third party which shall be legally borne by the Insured.
- 1.1.3 In case the statutory heir of deceased third party or third party who is Total Permanent Disability is entitled to receive compensation from more than one motor insurance, including the case that Motor Vehicle insure with multiple insurers for the same damage coverage, provided that insurance contacts are made at the same time or happened consecutively. The Company shall pay compensation to each policy proportionally, but total compensation shall not exceed 2,000,000 Baht per person. For the exceeding amount of 2,000,000 Baht, the Company shall pay compensation the actual damage incurred to third party which shall be legally borne by the Insured.

If bodily injury or injury to health occurred to the third party who is entitled to receive compensation from more than one motor insurance, including the case that Motor Vehicle insure with multiple insurers for the same damage coverage, provided that insurance contacts are made at the same time or happened consecutively. The insurance company shall jointly pay equally.

Total Permanent Disability means disability to the extent of being unable to perform any occupation totally and permanently.

The third party who is covered by clause 1.1 shall not include the driver who must be liable under the law, including the driver's employee who acted in the course of employment or spouse, father, mother, or children of the driver.

## 1.2 Property damage

The Company shall pay compensation for the damage to property of third party which shall be legally borne by the Insured. The liability of the Company shall not exceed the sum insured stated in the Schedule.

In case the damage to property of third party cause a claim for loss of use of vehicle, the Company shall pay the compensation as actual. However, for private cars up to 7 seats or, passenger cars include driver up to 7 seats, rate not less than 500 Baht per day, or public cars up to 7 seats, rate not less than 700 Baht per day and, private cars over 7 seats or, passenger cars include driver over 7 seats, rate not less than 1,000 Baht per day.

If a third party is entitled to reimbursement from more than one motor insurance, all insurance companies shall jointly pay compensation equally.

The following properties are excluded:

- (A) Property which belongs to, in the care of, under control or in possession of the Insured, the driver whom is at fault by law, including spouse, father, mother or children of the Insured or the driver.
- (B) Weighing station, bridge, train bridge, road, runway, walkway, field, or anything underneath caused by vibration or weight of the Motor Vehicle, or weight of the load on the Motor Vehicle.
- (C) Article or property carried in a Motor Vehicle, or property loaded in a Motor Vehicle, or being lifted up and down from the Motor Vehicle, or property while being lifted in the Motor Vehicle from one place to another place.
- (D) Property damaged by leaking of a toxic chemical or hazardous substance carried in the Motor Vehicle, except leaking which arises from an accident or leaking of gas or fuel for operating the Motor Vehicle.

## 2. Deductible

The Insured is liable to pay the Deductible for Each Accident as follows:

- (A) First 2,000 Baht for for damage to property if using the Motor Vehicle at the time of accident, outside the scope as stated in the Schedule.
- (B) Amount Deductible as stated in the Schedule.
- (C) First 2,000 Baht for the damage to property of third party, if it is a named-driver Policy, and such damage is to be liable by the driver of the Motor Vehicle whose name is not specified in Schedule.

If the Insured must be liable for more than one Deductible item, it is deemed that each Deductible is an additional Deductible.

If the Insured is liable for Deductible as stated in (A), (B), and (C), the Company shall advance payment on behalf of the Insured. The Insured must reimburse such payment to the Company within 7 days from the date received the requesting letter from the Company.

## 3. Coverage of the liability of the driver

The Company shall treat any person driving the Motor Vehicle with the Insured's permission as if such person were the Insured, provided that:

- 3.1 Such person shall perform as if that person were the Insured and shall be subject to the provisions of this Policy.
- 3.2 Such person is not compensated by any other insurance policy, or is compensated but not adequately, the Company shall then pay compensation only for the part which is in excess of the amount paid under other insurance policy.

#### **4. Coverage of the liability of the passenger**

This Policy provides coverage for the liability of passenger when the passenger is liable from the Motor Vehicle that being in used in driveway or from articles carried in or equipped to the Motor Vehicle which have been covered by this Policy, provided that such passenger is not compensated by any other insurance policy, or is compensated but not adequately, the Company shall then pay compensation only for the part which is in excess of the amount paid under other insurance policy.

#### **5. Coverage of the employer**

This Policy provides coverage to the employer who is not the Insured, when the employer is liable for the employee's use of the Motor Vehicle in the course of the employment within the terms and conditions of this Policy, provided that:

- 5.1 The employer shall perform in accordance with the provisions of this Policy.
- 5.2 The employer is not compensated by any other insurance policy, or is compensated but not adequately, the Company shall then pay compensation only for the part which is in excess of the amount paid under other insurance policy.
- 5.3 This coverage shall not increase limit of liability of the Company.

#### **6. General Exclusions**

The coverage in this section does not cover the liability arising from:

- 6.1 Use of the Motor Vehicle outside the territorial limits of the Policy.
- 6.2 Use of the Motor Vehicle for an illegal purpose, e.g. robbery or drugs trafficking regardless of modification of the Motor Vehicle has been done or not, including the use of Motor Vehicle for escaping civil crime, searching or arrest from the officer.
- 6.3 Use of the Motor Vehicle for racing.
- 6.4 Use of the Motor Vehicle for towing or pushing vehicle or other property, except if the vehicle that is being towed or pushed is also insured by the Company or specially built for towing purposes or adapted with the connecting braking system.
- 6.5 Liability arise from contact or agreement made by the driver which if there were no contract or agreement, such liability would not have existed.
- 6.6 Driving of the Motor Vehicle by a person who is determined to be intoxicated by alcohol or other substances subject to The Land Traffic Act as follow:
  - 6.6.1 Blood alcohol level more than 50 milligram percent (50 milligram of alcohol is found in 100 millilitre of blood) or
  - 6.6.2 Blood alcohol level more than 20 milligram percent (20 milligram of alcohol is found in 100 millilitre of blood), in the case the person who drive Motor Vehicle age less than 20 years or have temporally driving license or had been granted a valid driving license but was barred from using the driving license or

- 6.6.3 In the case the Insured or driver of the Motor Vehicle refuse to get alcohol level test from traffic officer, inquiry officer or other authorized person and being arrested for alcohol or other substance intoxicated subject to The Land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motor vehicle is guilty.**
- 6.7 Driving of the Motor Vehicle by a person who has narcotic substance which is narcotic drug or psychoactive substance as describe in Psychotropic Substance Act and being arrested subject toThe Land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motor vehicle is guilty.**

## **7. Special Condition**

Subject to the limits of liability stated in the Schedule, the Company shall not cite the invalidity of the Policy or the gross negligence of the Insured, or clause 6.1, 6.2, 6.3, 6.4, 6.5, or General Conditions, except clause 3 of General Conditions, as a defence against a third party for the purpose of denying the liability under clause 1.1 of this section.

The Company shall not raise clause 6.6 and 6.7 as a defence against a third party for the purpose of denying the liability under clause 1.1 and 1.2 of this section.

If the Company is not liable by law or under this Policy to the Insured, but the Company has paid compensation under paragraphs one and two, for the liability of the Insured to the third party, the Insured must reimburse such compensation to the Company within 7 days from the date received a requesting letter from the Company.

## COVERAGE FOR FIRE AND THEFT OF MOTOR VEHICLE

### 1. Coverage

Loss of Motor Vehicle, the Company shall pay compensation if the Motor Vehicle, or any part of the Motor Vehicle including equipment, decoration or accessories equipped to the Motor Vehicle in accordance with the Motor Vehicle manufacturer's standard specification or dealership sales, or additional equipment and accessories which the Insured has informed the Company, is lost, which arises from theft, robbery, gang robbery or embezzlement, or the Motor Vehicle is damaged due to any offense or an attempt to commit such offense but not include lost from fraudulent act.

Fire Damage to Motor Vehicle, the Company shall pay compensation if the Motor Vehicle is damaged due to fire regardless of whether the Motor Vehicle was in a fire by itself or as a consequence of such other cause.

### 2. Compensation for damage or loss of the Motor Vehicle

**2.1 In the event the Motor Vehicle is lost** due to theft, robbery, gang robbery or embezzlement, the Company agrees to pay compensation in the full amount of the sum insured as stated in the Schedule. The Insured or the beneficiary, as the case maybe, must transfer ownership of the Motor Vehicle to the Company immediately at the expense of the Company, and the Policy shall be considered terminated.

In the event the Company has recovered the Motor Vehicle, the Company shall send a written notice to the Insured by registered mail within 7 days from the date of recovery at the Insured's last known address, and the Company permit the Insured to exercise the rights as follows:

- 2.1.1 To take back the Motor Vehicle: The Insured must return the amount of compensation to the Company. In the event the Motor Vehicle is damaged but not Total Loss, the Company shall have the Motor Vehicle repaired at the expense of the Company before returning the Motor Vehicle to the Insured; or
- 2.1.2 To waive the right to take the Motor Vehicle back

The Insured must notify the Company within 30 days from the date received the notice from the Company, if the Insured desires to take the Motor Vehicle back. If the Insured fails to notify the Company within such period, it shall be deemed that the Insured does not desire to take the Motor Vehicle back.

**2.2 In the event the Motor Vehicle is a Total Loss**, the Company shall pay compensation in the full amount of the sum insured as stated in the Schedule.

Total Loss means a Motor Vehicle has been damaged to the extent that it is no longer capable of being repaired to its original condition, or the damage is not less than 70% of the market value of the Motor Vehicle at the time of the damage.

If the sum insured is not less than 80% of the market value of the Motor Vehicle at the time of this insurance agreement, the Insured or the beneficiary, as the case maybe, shall transfer ownership of the Motor Vehicle to the Company at the expense of the Company and the coverage shall be considered terminated.

**2.3 In the event the Motor Vehicle is damaged but not a Total Loss, or is a partial lost,** the Company and the Insured may agree to have the Motor Vehicle repaired or replaced with another vehicle in the same condition including parts and accessories or agree on monetary compensation for such damage or loss.

If the amount of compensation cannot be settled, the standard price created by the Office of Insurance Commission with Centre Insurance Accredited Garage Association and Auto Repairing Association of Thailand which has been approved by registrar shall be used.

### **Limits of Liability**

If spare parts are required to be shipped from abroad, the Company shall be liable for no more than the price of imported parts shipped by sea.

### **3. Moving and care expenses**

In case the Motor Vehicle is damaged by fire, the Company shall pay for the care and moving cost of such Motor Vehicle from the date of the incident until the repair or compensation payment is completed, but such cost shall not exceed 20% of the cost of repairs.

### **4. Waiver of subrogation**

In the event damage or loss to the Motor Vehicle occurred while being used by any person with the Insured's permission, the Company waives the rights of subrogation against such person, except when the Motor Vehicle was delivered to and used by a person from an automotive repair service, cleaning service, maintenance service or automotive parts or accessories service.

### **5. Exclusions**

**Policy does not cover loss or fire incurred from:**

**5.1 Damage or loss from theft or embezzlement by spouse, a person who reside with the Insured as a spouse without marriage certificate, the Insured business's partner, surety under hire purchase agreement, the person who is authorized to use or possess the Motor Vehicle under a hire agreement, hire purchase agreement or pledge agreement, or by the person attempting the aforementioned acts regardless of the intention to enter such agreement.**

**5.2 Use of the Motor Vehicle outside the territorial limits of the Policy.**

## COVERAGE FOR MOTOR VEHICLE OWN DAMAGE

### 1. Coverage

The Company shall pay compensation for damage to the Motor Vehicle arising during the period of insurance including damage to equipment, decorations or accessories equipped to the Motor Vehicle in accordance with the Motor Vehicle manufacturer's standard specification or dealership sales, or additional equipment and accessories which the Insured informed the Company, but not including damage from fire.

The limit of liability of the Company shall not exceed the sum insured stated in the Schedule.

Fire means damage to the Motor Vehicle resulting from fire regardless of whether the Motor Vehicle was in a fire by itself or as a consequence of any other cause.

### 2. Compensation for damage to the motor vehicle

**2.1 In the event the Motor Vehicle is a Total Loss**, the Company shall pay compensation in the full amount of the sum insured as stated in the Schedule.

If the sum insured is not less than 80% of the market value of the Motor Vehicle at the time of this insurance agreement, the Insured or the beneficiary, as the case may be, shall transfer ownership of the Motor Vehicle to the Company at the expense of Company and the coverage shall be considered terminated.

Total Loss means a Motor Vehicle has been damaged to the extent that it is no longer capable of being repaired to its original condition, or the damage is not less than 70% of the value of the Motor Vehicle at the time of the damage.

**2.2 In the event the Motor Vehicle is damaged but not a Total Loss**, the Company and the Insured may agree to have the Motor Vehicle repaired or replaced with another vehicle in the same condition including parts and accessories or agree on monetary compensation for such damage or loss.

If the amount of compensation cannot be settled, the standard price created by the Office of Insurance Commission with Centre Insurance Accredited Garage Association and Auto Repairing Association of Thailand which has been approved by registrar shall be used.

### Limits of Liability

If spare parts are required to be shipped from abroad, the Company shall be liable for no more than the price of imported parts shipped by sea.

### 3. Moving and care expenses

In case the Motor Vehicle is damaged which covered under this Policy, the Company shall pay for the actual care and moving cost of such Motor Vehicle from the date of the incident until the repair or compensation payment is completed, but such cost shall not exceed 20% of the cost of repairs.

#### **4. Deductible**

The Insured is liable to pay the Deductible for Each Accident as follows:

- (A) First 1,000 Baht for damage which is not arise from a collision or overturning, or in case that damage arise from collision and the Insured is not able to identify the adverse party.
- (B) Amount Deductible as stated in the Schedule.
- (C) First 6,000 Baht for damage to the Motor Vehicle arising from collision or overturning, in case it is a named-driver Policy and the person who drove the Motor Vehicle at the time of the incident was not the named-driver as specified in the Policy.

If the Insured must be liable for more than one Deductible item, it is deemed that each Deductible is a separate Deductible.

The Insured is not liable to pay a deductible as mentioned in (B), and (C), if the damage arose from a third party's act and such third party who is at fault is known, resulting in subrogation.

If the Insured is liable for a Deductible as stated in (A), (B), and (C), the Company shall advance payment on behalf of the Insured. The Insured must reimburse such payment to the Company within seven days from the date received a requesting letter from the Company.

#### **5. Care of the motor vehicle**

The Insured shall be liable for any additional damage or damage from another accident due to the use of the Motor Vehicle prior to a necessary repair or disregarding proper care of the Motor Vehicle when involved in an accident or engine failure.

#### **6. Waiver of subrogation**

In the event damage to the Motor Vehicle occurred while being used by any person with the Insured's permission, the Company waives the rights of subrogation against such person, except when the Motor Vehicle was delivered to and used by a person from an automotive repair service, cleaning service, maintenance service or automotive parts or accessories service.

#### **7. Exclusions of own damage Policy does not cover**

- 7.1 Depreciation or wear and tear of the Motor Vehicle.**
- 7.2 Mechanical breakdowns, or mechanical or electronic failures which are not due to an external accident.**
- 7.3 Damage to the Motor Vehicle caused directly by overloading or exceeding the number of passengers limited by law, which is not due to an accident.**
- 7.4 Damage to tires caused by braking, punctures, cuts or bursts unless damage occurs to another part of the Motor Vehicle at the same time.**
- 7.5 Loss of use of the Motor Vehicle, unless such loss is caused by the Company delaying the repair, or taking unnecessary time to repair the Motor Vehicle without justification.**

## **8. Exclusions of use Policy does not cover**

- 8.1 Use of the Motor Vehicle outside the territorial limits of the Policy.
- 8.2 Use of the Motor Vehicle for an illegal purpose, e.g. robbery or drugs trafficking regardless of modification of the Motor Vehicle has been done or not, including the use of Motor Vehicle for escaping civil crime, searching or arrest from the officer.
- 8.3 Use of the Motor Vehicle for racing;

## **9. Other exclusions Policy does not cover**

- 9.1 Use of the Motor Vehicle for towing or pushing vehicle or other property, except if the vehicle that is being towed or pushed is also insured by the Company or specially built for towing purposes or adapted with the connecting braking system.
- 9.2 Use of the Motor Vehicle outside the scope as stated in the Schedule.
- 9.3 Driving of the Motor Vehicle by a person who according to The Land Traffic Act determined to be drunk:
  - 9.3.1 Blood alcohol level more than 50 milligram percent (50 milligram of alcohol is found in 100 millilitre of blood) or
  - 9.3.2 Blood alcohol level more than 20 milligram percent (20 milligram of alcohol is found in 100 millilitre of blood), in the case the person who drive Motor Vehicle age less than 20 year or have temporally driver license or had been granted a valid driving license but was barred from using the driving license or
  - 9.3.3 In the case the Insured or driver of the Motor Vehicle refuse to get alcohol level test from traffic officer, inquiry officer or other authorized person and being arrested for alcohol or other substance intoxicated subject to The Land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motor Vehicle is guilty.
- 9.4 Driving of the Motor Vehicle by a person who has narcotic drug in possession according to Narcotic Act or has psychoactive substance which is narcotic drug or psychoactive substance as describe in Psychotropic Substance Act and being arrested subject to The Land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motorvehicle is guilty.
- 9.5 Driving of the Motor Vehicle by any person who has not been granted a valid driver's license or had been granted a valid driving license but was barred from using the driving license or being granted a driver's license for motorbikes but uses such license for driving of the Motor Vehicle.

The exclusions as stated in 9.1, 9.2, 9.3, 9.4 and 9.5 do not apply in the event the damage to the Motor Vehicle is not due to the gross negligence of the driver of the Motor Vehicle under this Policy.

However, in the event the Policy specifies a named driver, the exclusion in 9.5 does not apply if the driver at the time of the accident is the same person as specified in the Schedule.

## Endorsement for Additional Coverage Personal Accident Insurance (M.V. 01)

### When referred to this endorsement:

Covered Person	means	driver and/or passenger, subject to the number as stated in Schedule, who is in, driving, getting in, or getting out of the Motor Vehicle
Accident	means	an incident, which suddenly occurs as a result of an external factor, causing a result which the Covered Person did not intend or expect, including homicide
Total and Permanent Loss	means	total Loss of ability to use an organ
Loss of Sight	means	complete blindness, which permanently incurable
Total Permanent Disability	means	disability to the extent of being unable to perform any occupation for remuneration totally and permanently
Temporary Disability	means	temporary disability to the extent of being unable to perform regular occupation

It is agreed that this Policy is extended as follows.

The Company shall pay compensation for any damage arising from injury of the Covered Person caused by Accident:

### Coverage No. 1: Loss of life

If the injury causes loss of life to the Covered Person within 180 days from the date of Accident, or the injury causes the Covered Person to admit as an inpatient in a hospital and the Covered Person later dies resulting from such Accident, the Company shall pay compensation in the amount of the sum insured as stated in the Schedule to the statutory heir of Covered Person.

### Coverage No. 2: Loss of hand, foot, or sight

In case the injury does not cause loss of life to the Covered Person within 180 days from the date of Accident, but does result in Total and Permanent Loss within 180 days from the date of Accident or causes the Covered Person to admit as an inpatient in a hospital continuously, and suffers the following Total and Permanent Loss, the Company shall pay compensation to the Covered Person as follows:

- 100% of the sum insured for both hands from wrist joint, both feet from ankle joint, or loss of sight in both eyes;
- 100% of the sum insured for one hand from wrist joint, and one foot from ankle joint;
- 100% of the sum insured for one hand from wrist joint, and loss of sight in one eye;
- 100% of the sum insured for one foot from ankle joint, and loss of sight in one eye;
- 60% of the sum insured for one hand from wrist joint;
- 60% of the sum insured for one foot from ankle joint;
- 60% of the sum insured for loss of sight in one eye.

The Company shall pay compensation only for the highest amount of loss from the above lists.

### **Coverage No. 3: Total Permanent Disability**

If the injury causes Total Permanent Disability to the Covered Person within 12 months from the date of Accident and such Total Permanent Disability occurs for not less than 12 consecutive months, or there are medical indications that the Covered Person become Total Permanent Disability, the Company shall pay the Covered Person compensation in the amount of the sum insured as stated in the Schedule, less any compensation under Coverage No. 1 or Coverage No. 2.

### **Coverage No. 4: Temporary Disability**

If the injury causes the Covered Person to become a disabled person permanently within 180 days from the date of Accident or causes the Covered Person to admit as an inpatient in a hospital continuously and the Covered Person is later deemed to be a disabled person permanently, the Company shall pay compensation to the Covered Person from time to time during the period of disability the amount as stated in the Schedule, but not exceeding 52 weeks for each Accident.

The Company shall not pay compensation under this coverage if the Accident causes the Covered Person the loss under Coverage No. 1 or Coverage No. 2. If the loss causes Permanent Disability to the Covered Person under Coverage No. 3, the compensation under this coverage shall be reduced by the sum insured for which the Company is liable under Coverage No. 3.

**Exclusion: This coverage extension does not cover the Loss of Life, Dismemberment, Temporary Disability or Total Permanent Disability which is caused, directly or indirectly, in whole or in part, from committing a serious criminal offense by the Covered Person.**

**Other conditions:** This coverage extension under this endorsement is subject to the general conditions and exclusions of the Policy.

**Remark: This form shall be used when issued together with the Policy**

## **Endorsement for Additional Coverage Medical Expenses Insurance (M.V. 02)**

### **It is agreed that the Policy is extended as follows. :-**

The Company shall pay actual medical expenses, medical service fees, operation fee, and other services fees which occur within 12 months after the date of Accident to any person whose body is injured because of the Accident, provided that such person is in, getting in, or getting out of the Motor Vehicle.

The Company's liability per person in each Accident shall not exceed the sum insured as stated in the Schedule. This coverage extension shall apply to the Motor Vehicle stated in the schedule only.

**Remark: This form shall be used when issued together with the Policy**

## **Endorsement for Additional Coverage Bail for Driver (M.V. 03)**

### **It is agreed that the Policy is extended as follows. :-**

The Company shall bail the Insured, or any person who drives the Motor Vehicle with the Insured's permission, if the Motor Vehicle as stated in the Schedule has an accident and result in such person being arrested on a criminal charge.

The Company shall carry out the above without delay according to the bail amount determined by an inquiry officer, public prosecutor, or the court, until the case is final.

**Condition:** This coverage extension under this endorsement is subject to the general conditions and exclusions of the Policy.

**Remark:** This form shall be used when issued together with the Policy

**ENDORSEMENT FOR ADDITIONAL COVERAGE  
DAMAGE TO THE MOTOR VEHICLE CAUSED BY COLLISION OF VEHICLES ONLY  
(R.Y.P. 10)**

**1. Coverage**

The Company shall pay compensation for any damage incurred to Motor Vehicle in the period of insurance, including equipment, decoration or accessories equipped to Motor Vehicle as specify in the Schedule and such damage arise from collision of vehicles and including the damage caused by fire directly from collision of vehicle, whether from the gross negligence of the driver of Motor Vehicle or third party and the Insured is able to identify the third party involved.

The vehicle under this Policy means any vehicle including conveyance transport operated by engine fuelled such as gasoline, gas or electricity power and including trailer, train, tram.

The liability of the Company shall not exceed the sum insured as specified in the Schedule.

**2. Compensation for damage to the Motor Vehicle**

**2.1 In the event the Motor Vehicle is a Total Loss**, the Company shall pay compensation in the full amount of the sum insured as stated in the Schedule.

If the sum insured is not less than 80% of the market value of Motor Vehicle at the time of this insurance agreement, the Insured or the beneficiary, as the case may be, shall transfer ownership of the Motor Vehicle to the Company at the expense of the Company and the coverage shall be considered terminated.

Total Loss means a Motor Vehicle has been damaged to the extent that it is no longer capable of being repaired, or the damage is not less than 70% of the value of the Motor Vehicle at the time of the damage.

**2.2 In the event the Motor Vehicle is damaged but not a Total Loss**, the Company and the Insured may agree to have the Motor Vehicle repaired or replaced with another vehicle in the same condition including parts and accessories or agree on monetary compensation for such damage or loss.

If the amount of compensation cannot be settled, the standard price created by the Office of Insurance Commission with Centre Insurance Accredited Garage Association and Auto Repairing Association of Thailand which has been approved by registrar shall be used.

**Limits of Liability**

If spare parts are required to be shipped from abroad, the Company shall be liable for no more than the price of imported parts shipped by sea.

### **3. Deductible**

The Insured is liable for the first 2,000 Baht of damage arising from collision in case of the driver or the Insured must be liable by law, the Company shall advance payment on behalf of the Insured. The Insured must reimburse such payment to the Company within 7 days from the date received a requesting letter from the Company.

### **4. Moving and care expenses**

In case the Motor Vehicle is damage which cover under this Policy, the Company shall pay for the actual care and moving cost of such Motor Vehicle from the date of the incident until the repair or compensation payment is completed, but such cost shall not exceed 20% of the cost of repairs.

### **5. Care of the Motor Vehicle**

The Insured shall be liable for any additional damage or damage from another Accident due to the use of the Motor Vehicle prior to a necessary repair or disregarding proper care of the Motor Vehicle when involved in an accident or engine failure.

### **6. Waiver of Subrogation**

In the event damage to the Motor Vehicle occurred while being used by any person with the Insured's permission, the Company waives the rights of subrogation against such person, except when the Motor Vehicle was delivered to and used by a person from an automotive repair service, cleaning service, maintenance service or automotive parts or accessories service.

### **7. Exclusion of Own Damage**

This Policy does not cover:

- 7.1 Depreciation or wear and tear of the Motor Vehicle.
- 7.2 Mechanical breakdowns, or mechanical or electronic failures which are not due to an accident.
- 7.3 Damage to the Motor Vehicle caused directly by overloading or exceeding the number of passengers limited by law, which is not due to an accident.
- 7.4 Damage to tires caused by braking, punctures, cuts or bursts unless damage occurs to another part of the Motor Vehicle at the same time.
- 7.5 Loss of use of the Motor Vehicle, unless such loss is caused by the Company delaying the repair or taking unnecessary time to repair the Motor Vehicle without justification.

### **8. Exclusion of Use**

The Policy does not cover

- 8.1 Use of the Motor Vehicle outside the territorial limit of the Policy.
- 8.2 Use of the Motor Vehicle for an illegal purpose, e.g. robbery or drugs trafficking regardless of modification of the Motor Vehicle has been done or not, including the use of Motor Vehicle for escaping civil crime, searching or arrest from the officer.
- 8.3 Use of the Motor Vehicle for racing.

## 9. Other Exclusions

This Policy does not cover:

- 9.1 Use of the Motor Vehicle for towing or pushing vehicle or other property, except if the vehicle that is being towed or pushed is also insured by the Company or specially built for towing purposes or adapted with the connecting braking system.
- 9.2 Use of the Motor Vehicle at the time of accident outside the scope as stated in the Schedule.
- 9.3 Driving of the Motor Vehicle by a person who according to The Land Traffic Act determined to be drunk:
  - 9.3.1 Blood alcohol level more than 50 milligram percent (50 milligram of alcohol is found in 100 millilitre of blood) or
  - 9.3.2 Blood alcohol level more than 20 milligram percent (20 milligram of alcohol is found in 100 millilitre of blood), in the case the person who drive Motor Vehicle age less than 20 year or have temporally driver license or had been granted a valid driving license but was barred from using the driving license or
  - 9.3.3 In the case the Insured or driver of the Motor Vehicle refuse to get alcohol level test from traffic officer, inquiry officer or other authorized person and being arrested for alcohol or other substance intoxicated subject to The Land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motor Vehicle is guilty.
- 9.4 Driving of the Motor Vehicle by a person who has narcotic substance which is narcotic drug or psychoactive substance as describe in Psychotropic Substance Act and being arrested subject to The land Traffic Act, and the Insured or driver of the Motor Vehicle plead guilty or the court renders judgment that the driver of the Motor Vehicle is guilty.
- 9.5 Driving of the Motor Vehicle by any person who has not been granted a valid driver's license or had been granted a valid driving license but was barred from using the driving license or being granted a driver's license for motorbikes but uses such license for driving of the Motor Vehicle.

The exclusions as stated in 9.1, 9.2, 9.3, 9.4 and 9.5 do not apply in the event the damage of the Motor Vehicle is not due to the gross negligence of the driver of the Motor Vehicle under this Policy.

However, in the event the Policy specifies a named driver, the exclusion in 9.5 does not apply if the driver at the time of the accident is the same person as specified in the Schedule.

**Condition:** Extension of coverage under this endorsement shall be subject to the terms and conditions and exclusions as appeared in the General Conditions Section of this Policy excluding Item 7. No claim discount and Item 8. Increase of premium for improper driving shall not be applied.

**ENDORSEMENT**  
**TERRORISM EXCLUSION (M.V. 30)**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed that this Policy excludes loss, damage, or any expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act or use of force or violence and/or the threat thereof, of 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excluded loss, damage, or any expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**AXA Hotline**  
**Daily 24-hour accident assist call center and roadside assistance.**  
**Tel: 0 2118 8111**

**At any time you experience a car accident, just call to inform the accident for being conveniently and quickly assisted through AXA Hotline which provides you the following services.**

1. Give advice when the accident is experienced, coordinate with you and the Company's claims surveyor until the complication is completely unraveled.
2. Provide an ambulance to urgently move patients to the hospital in the case of necessity.
3. Coordinate services to provide a car lift as well as a policeman.

**The following are the implementations whenever you call to inform through our AXA Hotline.**

1. Please keep your car at the scene of a crash until claims surveyor or policeman approaches. If it is considered as unsafe and dangerous position, the car should be allowed to move to other safe spots which are community areas or police boxes.
2. If it is considered as safe position, the car should not be moved from the scene of a crash. You should wait at the accident scene with your third party's car and note down its license plate number for an examination by claims surveyor or policeman. If the third party owns up, his/her driving license or identification card or other relevant evidences should be asked for, and have your third party sign the notice of acceptance of mistakes.
3. Do not compromise with your third party or indemnify for any losses if you are at fault or being indemnified if you are not at fault. Please wait until claims surveyor gets to the accident scene or being received advice from AXA Hotline center.
4. In the event of severe accident, in which it causes the injured and death, the injured should be urgently taken to the nearest hospital or medical facility for treatment, and immediately notify the hospital or medical facility name to AXA Hotline center.
5. If you believe that you are right for the accident.
  - 5.1 If the third party does not own up, please take photos and note down the license plate number, car brand and color of the third party's car. If the third party tries to get away from the accident scene, please immediately notify a local inquiry officer at jurisdiction of the accident scene and AXA Hotline center.
  - 5.2 If the third party owns up, please ask for his/her driving license or identification card and the notice of acceptance of mistakes from the third party.
  - 5.3 Note down the name and address of the third party you consider at fault and also the name and address of any witnesses available.
6. If you believe that you are at fault for the accident.
  - 6.1 In any case, please do not agree to indemnify for any damages to the third party.
  - 6.2 If it is not immediately apparent who is to blame, please do not own up unless you are obvious at fault.
  - 6.3 Please do not run away, you may not be at fault.
  - 6.4 If there is any injury, please give the injured first aid as much as you can, and notify a policeman at the nearest one.
  - 6.5 If there is a bail or lawsuit, please notify AXA Hotline immediately. If it is a civil or criminal case, you must immediately submit the relevant documents to the Company, which would be a claim as per a policy.
  - 6.6 If you receive court writ, judicial order or writ of execution, please immediately notify them to the Company.

# Notes

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# AXA Nationwide Network

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