

Translation

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 WHEN THE INSURED PAYS THE PREMIUM

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

2. DEFINITIONS

Unless otherwise specified in this Policy, when used in this Policy or endorsement:

"Company"	means	the Company issuing the Policy;
"Insured"	means	the person shown as the Insured in the Schedule;
"Motor Vehicle"	means	the insured motor vehicle which has particulars as stated in the Schedule;
"Schedule"	means	the Schedule of this Policy;
"Each Accident"	means	an incident or series of incidents arising from one event;
"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

This Policy does not cover damage or liability arising directly or indirectly caused by:

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; or

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 exception, combustion shall include any self-sustaining process of nuclear fission.

4. CLAIMS MANAGEMENT WHEN DAMAGE OCCURS

When damage or liability covered under the Policy occurs, the Insured or the driver must give notice to the Company without delay, and take any necessary action to preserve the legal rights provided that the Insured may notify the Company via the Application for road accident notification of the Office of Insurance Commission or the Application developed by the Company that the data is linked to the Application of the Office of Insurance Commission and contains the details as required by the Office of Insurance Commission.

The Company, on behalf of the Insured, has the right to take proceedings on any matter regarding the accident if the damage is under the coverage of the Policy.

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

5. COMPANY'S LIABILITY IF THE COMPANY REFUSES TO PAY COMPENSATION

When there is a claim for compensation against the Company, and the Company disclaim liability wrongfully, and as a resulting in the Insured or an injured person bringing a case to the court or requesting arbitration, if the court or arbitral tribunal renders a judgment or award ruling that the Company loses the case, the Company must be liable to the Insured or the injured person in accordance with the judgment or award, plus default interest at the rate at 15% from the date of default.

6. AMENDMENT

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

7. NO-CLAIM DISCOUNT

7.1 If the Insured insures a Motor Vehicle with the Company, the Company shall apply the premium discount to the Insured in steps as follows:

1st step: 20% of the premium of the renewal year for the motor vehicle which did not have any claim in the first year

2nd step: 30% of the premium of the renewal year for the motor vehicle which did not have any claim for two years consecutively

3rd step: 40% of the premium of the renewal year for the motor vehicle which did not have any claim for three years consecutively

4th step: 50% of the premium of the renewal year for the motor vehicle which did not have any claim for four years consecutively or more

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

“The motor vehicle which did not have any claim” shall include a Motor Vehicle regarding which a claim for damage is made, but such damage arises from the negligence of a third party and the person who is at fault is known, resulting in the Company being 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 the negligence of the driver of the 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 is a claim for damage for the negligence of the driver of the 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.

7.2 If the Insured entered into an insurance policy with another insurer and renews the insurance with the Company, the Company may apply clause 7.1, mutatis mutandis.

8. INCREASE OF PREMIUM FOR IMPROPER DRIVING:

If the Insured insures a Motor Vehicle with the Company and there is a claim for damage arising from an accident which happens during the period of insurance and the driver of the Motor Vehicle is negligent, 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:

1st step: 20% of the premium of the renewal year.

2nd step: 30% of the premium of the renewal year for the Motor Vehicle which has claim for damage for two years consecutively

3rd step: 40% of the premium of the renewal year for the Motor Vehicle which has claim for damage for three years consecutively

4th step: 50% of the premium of the renewal year for the Motor Vehicle which has claim for damage for four years consecutively or more.

If the premium is increased due to improper driving, regardless of which step, and during the period of insurance there is a claim for damage for the negligence of the driver 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, in renewal of the insurance, the Company shall apply the premium in the same step, e.g. the premium in the previous year. However, if there is no claim for damage, or there is a claim for damage but the damage does not arise from the negligence of the driver 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.

9. TRANSFER OF THE MOTOR VEHICLE

When the Insured transfers the insured Motor Vehicle to another person, the transferee is deemed as the Insured under this Policy, and the Company shall be continuously liable under the remaining period of the Policy.

However, if the Policy specifies a named driver, the Insured must notify the Company regarding the change of named driver, in order to adjust the premium rate according to the change of risk circumstances. If failing to do so, the Insured may be liable for the Deductible under the conditions as appear in this Policy.

For the Motor Insurance with the own damage coverage if the Insured sells the Motor Vehicle to the persons with a profession of automobile buyer and seller/ car rental/ repairing garage/ car maintenance regardless of such selling made in writing or registration of transfer, This Policy coverage shall be deemed to have lapsed from the date and time of selling the Motor Vehicle and the Company shall return to the Insured the premium after deduction of pro-rata premium for the period the policy in force within 15 days from the selling date the Insured notified to the Company. Even the Company has acknowledged such vehicle selling; the Company can notify to terminate such policy with a return premium by sending written notice to the Insured at the last known address provided to the Company.

10. ARBITRATION

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

11. 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.

12. TERMINATION OF THE POLICY

This Policy shall be terminated:

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

12.2 When there is a termination of this Policy;

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

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

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

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

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

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

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

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

PREMIUM REFUND RATE

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

13. Fraudulent Claims

The Company is not liable for any claims arising from fraud or dishonesty in any way that the Insured or the person acting on behalf of the Insured has done in order to gain benefits under this insurance policy. And the Company may reserve the right to cancel the Insurance policy immediately without returning the insurance premium.

COVERAGE FOR THIRD PARTY LIABILITY

1. COVERAGE

The Company agrees to pay, on behalf of the Insured, compensation for loss or damage incurred by a third party to whom the Insured is liable under the law due to an accident arising from the Motor vehicle that being in used or is in run-way or from articles carried in or attached to the Motor Vehicle during the period of insurance. The details are as follows.

1.1 Damage to Life, Bodily Injury, or Injury to Health The Company shall pay compensation for the loss of life or bodily injury or injury to health of a Third Party only the exceeding limit of the Compulsory Motor Insurance maximum coverage up to the actual amount for which the Insured is legally liable to the Third Party but not exceeding the per person and per accident liability limit as specified in the Policy Schedule under the conditions specified in this clause .

In case of loss of life or total permanent disability against a Third Party, the Company, the Insured and the claimant under this insurance policy can completely agree on the total amount of damages,

the Company shall pay compensation as follows:

1.1.1 Compensation with liability limit amount as specified in the Policy Schedule under this clause on which the limit of liability shall not be less than 500,000 Baht per person

1.1.2 In the event the limit of liability exceeds 2,000,000 Baht per person, the Company will compensate not less than 2,000,000 Baht per person while the excess of 2,000,000 Baht, the Company will compensate for the actual damage amount on which the Insured is legally liable to the Third Party

1.1.3 In the event the heir of a deceased Third Party or a Third Party sustaining totally permanent disability shall be entitled to receive the compensation from more than one Motor Insurance policy including the case of the insured Motor Vehicle being insured with multi insurers for the same casualty by entering insurance contracts simultaneously or subsequently, the Company will compensate in proportion for the total liability limit of each policy but not exceeding 2,000,000 Baht per person, for the excess of 2,000,000 Baht, the Companies will jointly compensate the actual loss for which the Insured is legally liable to the Third Party.

In the event, such Third Party sustains bodily injury or injury to health and is entitled to receive compensation from more than one Motor Insurance policy including the case of the insured Motor Vehicle being insured with multi insurers for the same casualty by entering insurance contracts simultaneously or subsequently, the Company will compensate in average clause.

Total Permanent Disability herein mean disability to the extent of being unable to perform the normal duty in the Insured's regular occupation and any other occupation totally and permanently.

Third Party referred to under 1.1 shall not include driver of the Motor Vehicle, who is legally liable, employees, spouse, parents and children of such driver

1.2 Property Damage The Company shall pay compensation for the third person's property damage for which the Insured must be liable under the law. The liability of the Company shall not exceed the sum insured stated in the Schedule.

In the case of the damage incurred to the Third Party's property and there shall be the claim for Loss of Use, the Company shall pay the compensation according to the actual loss sustained for the Motor Vehicle with 7-seat maximum capacity, or for the passenger Motor Vehicle with 7-seat maximum capacity inclusive of the driver, at the rate of not less than 500 Baht per day; and, not less than 700 Baht per day for the public passenger Motor Vehicle of maximum 7 seats inclusive of the driver; and at the rate of not less than 1,000 Baht per day for both Motor Vehicle with more than 7 seats, or the public passenger Motor Vehicle of more than 7 seats inclusive of the driver.

In the case, such Third Party is entitled to receive compensation from more than one Motor Insurance Policy, the Company shall be liable to pay compensation in average clause.

The following properties are excluded:

(A) property which belongs to, is in the care of, under control of, or in possession of the Insured, the driver whom is at fault by law, including spouse, father, mother or child 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 into a Motor Vehicle, or property loaded in a Motor Vehicle, or being lifted up and down from the Motor Vehicle, or property in the Motor Vehicle lifted from one place to another place; and

(D) property damaged by leaking of a toxic chemical carried, 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 property damage if using the Motor Vehicle at a time an accident happened outside the scope as stated in the Schedule.

(B) Deductible amount as stated in the Schedule.

(C) First 2,000 Baht for the third party's property damage, if it is named-driver insurance, if such damage is the fault of the driver of the Motor Vehicle who is not the named driver.

If the Insured must be liable for more than one Deductible item, it is deemed that each Deductible is a separate 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 seven days from the date of receiving the demand letter from the Company.

3. 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 before such lawsuit.

4. 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:

4.1 such person shall perform as if that person were the Insured and shall be subject to the provisions of this Policy; and

4.2 such person is not compensated by any other insurance policy, or is compensated but not adequately, then the Company shall pay compensation only for the portion of the damages in excess of the amount paid under the other insurance policy.

5. COVERAGE OF THE LIABILITY OF THE PASSENGER

This Policy provides coverage for the passenger's liability when the passenger is liable from the Motor vehicle that being in use or is in run-way due to loading or installing objects in that 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, in which case the Company shall then pay compensation only for the portion of the damages in excess of the amount paid under the other insurance policy.

6. 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:

6.1 the employer shall perform in accordance with the provisions of the policy;

6.2 the employer is not compensated by any other insurance policy, or is compensated but not adequately, then the Company shall pay compensation only for the portion of the damages in excess of the amount paid under the other insurance policy.

6.3 this coverage shall not increase the sum insured under the Policy.

7. GENERAL EXCLUSIONS

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

7.1 use of the Motor Vehicle outside the territorial limits of the Policy;

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

7.3 use of the Motor Vehicle for racing;

7.4 use of the Motor Vehicle for towing or pushing a vehicle or any other property except if the Motor Vehicle that is being towed or pushed is also insured by the Company or the Motor Vehicle is specially built for towing purposes, or the Motor Vehicle is adapted with the connecting braking system;

7.5 contractual liability or records on which the Driver made and agreed if there were no such contract or records, such liability would not have existed.

7.6 Driving by a person who, while driving, has been considered drunk or intoxicated under the Road Traffic Law as follows;

7.6.1 Having blood alcohol content exceeding 50 milligram percent or

7.6.2 Having blood alcohol content exceeding 20 milligram percent, in the case of driving by a person under the age of twenty or by a person with a temporary driving license or by a person who doesn't have a driving license or under the process of suspension or revocation of driving license or

7.6.3 In the event of not consent to the traffic officer, investigator or police officer to have alcohol testing causing being prosecuted for driving while intoxicated or intoxicated with other substance under the Road Traffic Law and the driver finally admits or the court has final verdict to punish such offense.

7.7 Driving by a person while driving with substance abuse according to the Narcotics law or containing with psychotropic substances under the Psychotropic Substance and Nerve Law in consequence of being prosecuted under the Road Traffic Law and the driver finally admits or the court has final verdict to punish such offense.

8. SPECIAL CONDITION

Subject to the limits of liability stated in the Schedule, the Company shall not raise the invalidity of the Policy or the gross negligence of the Insured, or clause 7.1, 7.2, 7.3, 7.4, 7.5, or General Conditions, except clause 3 of General Conditions, as a defense against a third party for the purpose of denying the liability under clause 1.1 of this section.

The Company shall not raise clause 7.6 and 7.7 as a defense 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 seven days from the date of receiving a demand letter from the Company.

COVERAGE FOR LOSS OF OR FIRE DAMAGE TO THE 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 fitted to the Motor Vehicle in accordance with the Motor Vehicle manufacturer's standard specification or dealership sales, or additional equipment and decoration 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 excluding the theft loss arising from fraudulence.

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 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** agrees to 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 totally damaged 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 of receiving 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 which suffers damage 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.

If the sum insured is not less than 80% of the market value of the Motor Vehicle at the time of this insurance agreement, either the Insured or the beneficiary, as the case may be, shall transfer

ownership of the Motor Vehicle to the Company immediately at the Company's expense and the Policy 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 Motor Vehicle in the same condition including parts and accessories, or agree on compensation for such damage or loss.

If the repair of the Motor Vehicle or the amount of compensation cannot be settled, the standard price specified by the Thai General Insurance Association with the Insurance Accredited Garage Association and the Auto Repair Association of Thailand shall be applied which have been approved by the Registrar.

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 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. WAIVER OF SUBROGATION

In the event damage or loss to the Motor Vehicle arose when a person other than the Insured used the Motor Vehicle 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

This insurance does not cover loss or fire incurred from:

5.1 damage or loss from theft or embezzlement by a spouse or the persons who are living together as husband and wife without a marriage registration or a person who is a business partner with the Insured or the guarantor of car hire purchase contract or the persons who are authorized to use or possess the Motor Vehicle according to the loan agreement, leasing agreement, a hire purchase agreement, or pledge agreement, or by individuals who are entering into such agreements regardless of whether the said persons have the real intention to enter into the said contracts or not.

5.2 use of the Motor Vehicle outside the territorial limits of the Policy.

COVERAGE FOR DAMAGE TO MOTOR VEHICLE

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 fitted to the Motor Vehicle in accordance with the motor vehicle manufacturer's standard specification or dealership sales, or additional equipment and decoration which the Insured informed the Company, but not including damage from fire.

The Company's limit of liability 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, either the Insured or the beneficiary, as the case may be, shall transfer ownership of the Motor Vehicle to the Company at the Company's expense and the Policy shall be considered terminated.

Total Loss means a Motor Vehicle which suffers damage 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 Motor Vehicle in the same condition including parts and accessories, or agree on compensation for such damage or loss.

If the repair of the Motor Vehicle or the amount of compensation cannot be settled, the standard price specified by the Thai General Insurance Association with the Insurance Accredited Garage Association and the Auto Repair Association of Thailand shall be applied which have been approved by the Registrar.

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 not arising from a collision or overturning, or in case the Insured is not able to identify the adverse party.

(B) Deductible amount 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 named-driver insurance and the driver who was driving 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 of receiving the demand 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 or loss to the Motor Vehicle arose when a person other than the Insured used the Motor Vehicle 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

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 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 external 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; or

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 good reason.

8. EXCLUSIONS OF USE

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

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 carrying of drugs

regardless of whether or not the Motor Vehicle has been modified or used to escape from a criminal offense or escape from the search or arrest of the officers etc.

8.3 use of the Motor Vehicle for racing;

9. OTHER EXCLUSIONS

This insurance also does not cover:

9.1 use of the Motor Vehicle for towing or pushing a vehicle or any other property except if the Motor Vehicle that is being towed or pushed is also insured by the Company or the Motor Vehicle is specially built for towing purposes or the Motor Vehicle is adapted with the connecting braking system;

9.2 use of the Motor Vehicle outside the scope as stated in the Schedule;

9.3 Driving by a person who, while driving, has been considered drunk or intoxicated under the Road Traffic Law as follows;

9.3.1 Having blood alcohol content exceeding 50 milligram percent or

9.3.2 Having blood alcohol content exceeding 20 milligram percent in the case of driving by a person under the age of twenty or by a person with a temporary driving license or by a person who doesn't have a driving license or under the process of suspension or revocation of driving license or

9.3.3 In the event of not consent to the traffic officer, investigator or police officer to have alcohol testing causing being prosecuted for driving while intoxicated or intoxicated with other substance under the Road Traffic Law and the driver finally admits or the court has final verdict to punish such offense.

9.4 Driving by a person while driving with substance abuse according to the Narcotics law or containing with psychotropic substances under the Psychotropic Substance and Nerve law in consequence of being prosecuted under the Road Traffic Law and the driver finally admits or the court has final verdict to punish such offense.

9.5 Driving by a person who has never obtained a license to drive any motor vehicle, or who has obtained it before but is disqualified to drive by law, or uses a driving license for motorcycle to drive a 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 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 of Additional Coverage

Personal Accident Insurance (MV 01)

For the use of this endorsement,

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

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

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

Coverage 1: Loss of Life

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

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

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

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

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

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

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

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

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

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

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

Coverage 3: Total Permanent Disability

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

Coverage 4: Temporary Disability

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

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

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

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

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

Endorsement of Additional Coverage

Insurance of Medical Expenses (MV 02)

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

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

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

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

Endorsement of Additional Coverage

Insurance of Driver's Bail Bond (MV 03)

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

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

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

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

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

Endorsement

Exclusion of Terrorism (MV 30)

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

For the purpose of this exclusion, an act of terrorism means an act, including but is not limited to the use of force or violence and/or threat by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes. This shall also include the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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