



General Condition of Motor Insurance.

Assurances General Laos Sole Co., Ltd

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Authorization:

The content of this document has been reviewed and approved as follows:

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Amendment	This document is effective and replace all unclear, non up to date general condition	Motor UW Department	Director

MOTOR VEHICLE INSURANCE

GENERAL CONDITION

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Your policy is evidence of the Policy between you (Called as “Insured”) and Assurances General Laos Sole Co., Ltd Called as “Insurer” or AGL.

The policy, specific condition, the Certificate of Insurance, Endorsements, and Application form are the basis of this Policy that explains exactly what Insurer cover and what Insurer do not cover. When the Insured has paid to Insurer the premium, Insurer will indemnify the Insured against accidental death, injury, damage or loss occurred during the period of insurance stated in the Certificate of Insurance subject to the terms, condition, or endorsements of the policy as set forth below

IN WITNESS WHERE OF, this policy was signed by and on behalf of Assurances General Laos Sole Co., Ltd

The present Policy is governed by the General and specific conditions in Annex:

SECTION I: PROVISIONS RELATING TO COVERS

EMUNERATION AND TERRITORIAL LIMIT OF INSURANCE DEFINITIONS RELATING TO INSURED PERSON AND VEHICLES

Art1 ENUMERATION OF COVERS

- 1.1 The present Policy covers against the risks enumerated here in after, the insurance of which is stated in the specific conditions:
- 1.2 The insurance can be completed and extended to others risks by underwriting a particular appendix herewith in closed; which defines the conditions for insurance cover.

Art2 TERRITORIAL LIMIT OF THE COVER

This Policy insures against damages which occurred within the Lao PDR territory. It can be extended to neighboring countries by means of an extra-premium or any special derogation specified under the special conditions.

Art3 GENERAL DEFINITION

- 3.1 ACCIDENT: any accidental, unexpected bodily injury, unintentional, independent of the insured and involving the vehicle mentioned in the special conditions.
- 3.2 CONDITIONS OF POLICY
The Insured must observe fulfill the Conditions of the Policy.

Art4 DECLARATIONS

Any information and declaration that the Insured have given to Insurer must be correct and true. If the Insured does not give accurate information, Insurer reserves right to do not pay for any claim.

4.1 INTERPRETATION

The Policy, the Certificate of Insurance or Endorsement will be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, of the Certificate or of Endorsement shall bear such specific meaning wherever it may appear.

4.2 CARE OF VEHICLE

- 4.2.1 In the event of any accident or breakdown to the Insured Vehicle, the Insured or driver must maintain the Insured Vehicle in an efficient condition.
- 4.2.2 INSURER will not be liable for any further loss, damage, or any other accident if the Insured vehicle be driven before the necessary repairs or will not be maintenance of vehicle after an accident or breakdown.

4.3 DEDUCTIBLE

Deductible is a sum of money which an insured person has to pay toward the cost of an insurance claim. The insurance company pays the rest.

The Insured is responsible for the deductible as specified in the Certificate of Insurance; specific condition for any claim is made under the Policy.

The deductible shall be applied irrespective of the liability in the case against the 3rd party. This simply means the insured is entitled to be responsible for the deductible even he/she has no liability in the case. In any case, the insurer shall pay for the actual repair cost and up to the maximum cover as in the policy by deducting the amount of the deductible.

4.4 OTHER INSURANCE

If the Insured Vehicle has made claim during the period of insurance and were covered the same loss, damage or liability by any other insurance, Insurer will only pay for the proportionate share of any claim.

4.5 OTHER INTERESTED PARTIES

If there is any mortgagee or other party with a financial interest in any the Insured Vehicle which has been notified to **Insurer**, **Insurer** may pay to the interested parties in order of their legal priorities and to the extent of their financial interest for total loss.

4.6 TOTAL LOSS

In case of the Insured Vehicle cannot be repaired or the repairs cost will be equal to or over 70%, or more expensive than the vehicle's actual value.

4.7 MARKETVALUE

It is the current sale price in the Market of the replacing the Insured Vehicle with another of the same make, model, age, mileage, and condition at the time loss or damage.

4.8 PREMIUM PAYMENT

Paid before cover, in case of no premium payment, Insurer reserves right to cancel the policy or Endorsement without giving the Insured advance notices of the cancellation.

4.9 ENDOSEMENT

Amendment to the policy used to add, change, or edit coverage.

4.10 Repairs permitted at any work shop policy:

The repair is permitted at any workshop including both Insured's & third party's vehicle. The depreciation will not be applied for new part replacement. The cost of repair must be decided and adjusted by AGL.

4.11 Non-Repairs permitted at any work shop policy & Third-Party policy:

The repair is permitted at AGL garage network only. Otherwise, the depreciation table will be applied for new part replacement and 20% of the total labor cost. The cost of repair must be decided and adjusted by AGL.

I. THE SUBSCRIBER:

The word "subscriber" must be understood to mean the person whose name is defined in the special conditions or any person who would replace him/her as a result of an agreement reaches by the parties concerned or as a result of the death of the preceding subscriber.

1. THE INSURED

1.1. Persons entitled to be the insured

- Any person, company, organization or legal entity is insured as named in the certificate of insurance.
- The voluntary driver of the insured vehicle.
- The subscriber, the owner (If they are "corporate person": their legal representatives).

1.2. Necessary obligations for driver license and driver's age

- The aforementioned persons are only entitled to be the Insured if, at the time of the accident, the driver has fulfilled the requirements required by the regulations on the driving of the said vehicle as regards the necessary age and certificates (driver license, traffic license) still valid (not suspended nor expired) and which the driver must be the holder.
- If these requirements are not fulfilled, there will be not insurance, even if the driver is having a driving lesson or he is helped by another person who holds a legal driver's license.
- This exclusion cannot be against the driver, who holds a driver license, declared to the Insurer at the moment of underwriting or renewal of the Policy when the driver license is because of the place or length of residence of its holder no longer valid.


2. THE THIRD PARTY:

Any person who suffered by the loss or damage from the accident **except the driver**

Art5 DEFINITIONS RELATING TO THE VEHICLE

5.1. Insured vehicle

The word <<insured vehicle>> means:

- When it is specified under the special conditions:
-  Any motored land vehicle;

- ✚ Any vehicle (trailer or semi-trailer) built up to be attached to a motored land vehicle meant for transportation of persons or things;
- When its usage is mentioned in the Special Conditions, any terrestrial apparatus (such as implements of husbandry or building-site machinery) when it is attached to an insured terrestrial vehicle.

5.2. Unavailability of insured vehicle

The Insured can request the cover suspension during the time when the insured vehicle is not available by repaying the premium pro rata temporary calculated according to the rate applicable to the Policy at the time of suspension.

SECTION II. INSURANCE COVERS

Art6 COVER AB.CIVIL LIABILITY WITH RESPECT TO AND OUTSIDE ROAD TRAFFIC

(If this cover is triggered)

6.1. Purpose of the cover:

6.1.1. The purpose of the cover is as following:

*TPL AB covers damage to others parties including passengers in insured vehicles except the driver and property owned by insured, the coverage would be according to Sum Insured mentioned on Motor Insurance Schedule which is the maximum limit of Insurer's liability.

6.1.2. The reimbursement will be made according to the Insured responsibility.

The settlement of Bodily Injury and Property Damage will be according to the percentage of responsibility but not exceeding Sum Insured. Regarding Partial Permanent Disability, the percentage of Disability will be applied with paid amount for Total Permanent Disability.

6.1.3. The Settlement under No Fault principle, limited to bodily injury and, in case the responsibility is not yet determined according to the Law, AGL will pay in advance up to maximum of 10,000,000 LAK per accident in which per victim 3,000,000 LAK in case of death or Total permanent disability and 1,800,000 of Medical expenses. For Partial Permanent Disability will apply as 6.1.1 - 6.1.2 above.

* The covers in the matter of civil liability which the Insured can subscribe are precisely stated in the Special conditions.

The principle of no fault liability cannot be extended beyond the obligatory coverage provided for in the Decree.

6.1.4. This coverage applies to the direct loss or damage that the Insured may incur in his liabilities because of bodily injury and or material damages caused to others in the course of or under road traffic circumstances the insured vehicle has met with, resulting from:

6.1.5. An accident, fire or explosion brought about by the said vehicle, the accessories and products used for its service, the objects, and substances it carries.

6.1.6. Loss of/failure of these accessories, objects, substances, or product.

6.1.7. An accident caused by the vehicle occasionally hauling a broken-down vehicle or hauled itself by another, the damages suffered by these vehicles not being covered.

6.1.8. Insured finally, in addition to third party liability cover, the Insurer engages in reimbursing the expenses actually accounted by the insured for cleaning or reconditioning the vehicle's interior furniture, his clothes and those of the persons accompanying him a road traffic accident. This reimbursement is covered without consideration of liability.

6.2. Exclusions

The following damages are not covered:

6.2.1. Damages suffered to the driver; (who is covered under diver insurance cover, when subscribed)

6.2.2. Damages caused by the person driving without driving license, driving under the influence of drugs, other self-intoxication, alcohol over 0.24mg /l or equivalent following the law on Road Traffic of the Lao PDR.

6.2.3. Damages to third party which occurs when the insured vehicle has accident while transport dangerous goods (inflammables explosives, corrosives fuel, etc.), **any third party have been damaged by such dangerous goods.** (Nevertheless transport of oil mineral gas or similar product not more than 500 kg or 600 liters including a supply of motor fuel needed for the engine is not applicable to this exclusion)

6.2.4. Damages occurred during sports-contest (or their trials) subject to previous government authorization as prescribed by the regulations in effect, when the Insured

participates in the contests her/himself as competitor, organizer or agent acting for one of them.

- 6.2.5. Any property damages arising from vibration or weight of the motor vehicle or weight of the load of the Motor Vehicle such weighbridge, Vehicle Bridge, rail way bridge, road, race track, foot path, lawn or anything underneath such things.
- 6.2.6. Any damage arising from over high of vehicle or good transportations to any cable such electric, telephone, television or other anything over such things (art. 34, Decree no. 188 of Prime Minister dated 03 July 2007).
- 6.2.7. Damages caused to real estates, things or animals hired or entrusted to a driver in any capacity; however, this exclusion does not apply to financial consequences for which the insured may be liable, in case of damages from fire or explosion caused to premises where the insured vehicle is parked. (In case of agreement, a special insurance must be there for subscription, to cover against these particular risks)
- 6.2.8. Damages caused to goods and objects transported by the insured vehicle including damages due to such goods and/or objects to other (property and bodily injury).
- 6.2.9. Damages caused by foreign war or civil war;
- 6.2.10. Damages intentionally brought about by the Insured such as any accident or damage caused by the Insured, driver, passenger, or third party that have intent self-injuries, suicide, attempted suicide, or any mental disorders, any accident, loss or damage intentionally caused by the Insured, driver or any other person acting with other Insured express or implied consent, etc...
- 6.2.11. Fines and any penalty.
- 6.2.12. Damages produced by riots, mass demonstrations or group planned actions openly carried out.
- 6.2.13. Damages under the accident that the insurer has discovered that the insured or the driver has concealed, false declared, omitted or inaccurate or dishonestly provided information about the accident (place, time, person involved, etc.), denied to provide cooperation to the police and/or authorities concerned, or has escaped from accident to avoid legal liability, including any dishonest acts discovered either before, during, or after the claim has been accepted by the insurer.
- 6.2.14. Initial Repair at the accident location, haulage, garage expenses, the cost incurred by the guarding of the vehicle or its transportation to the nearest qualified workshop of repairs which are in fact the responsibility of the insured (however in case of an accident, the insurer will reimburse the sum of all above expenses at the amount of 20% of the total cost of repairs but not exceed 5,000,000 LAK) which is included under maximum cover of TPL material damage (Cover AB).

Art7 COVER OWN DAMAGES (if this cover is triggered):

A. Purpose of the cover

Cover own damage car according to sum insured specified in specific condition;

7.1 Sum insured could be lower or equal the actual car value according to condition of product.

7.2 The cover is applicable to damages resulting under the following terms:

- a) **Collision** with stationary or mobile body (applicable to damages resulting from a collision taking place outside of the garages, sheds or property occupied by the insured, with a vehicle or an animal or a pedestrian, except when the owner of the vehicle or the animal or the pedestrian is duly identified, other than by the insured or a person to whom the insured is liable).
- b) **Overturning,**
- c) **Breakage of glass**
- d) **Fire** applicable to damages resulting from fire or explosion (Fire or explosion due to the vehicle itself sometime over-heated or leakage of gas that cause the fire or explosion).
- e) **Theft** (Theft is illegal act by taking of another person's property without that person's freely consent and by force or violence), the insurer will cover the loss due to theft or damage of the insured vehicle following a theft or an attempted theft of the vehicle. With the Insurer agreement, the expenses accounted for or moderately taken on by the Insured in order to recuperate his stolen vehicle are also covered
- f) The cover affects the entire parts of the insured vehicle, including accessories, repair equipment and spare parts when they are to be delivered at the same vehicle and without any additional cost for the considered model. However, when parts of necessary equipment for vehicle repair cannot be found at the place or when they are from an outdated model, the corresponding cost payment for these part and equipment shall not

be higher than the last price quoted by the local franchise holder. Indemnity to Vehicle Own Damage:

B. Insurer has right to consider as below:

- a) Repair, reinstate or replace the Insured Vehicle, its standard accessories
- b) Pay in cash the amount of damage to the Insured Vehicle.

C. Limit of Indemnity:

If the Insured Vehicle is a total loss, the maximum limit of indemnity is the actual market value of the Insured Vehicle at the time of the damage or the declared value shown on the Certificate of Insurance Whichever is lower. When the Insured receive compensation, the Insured Vehicle becomes Insurer's property automatically, the policy will be also not valid, and no refund of the remaining premium to the Insured

- a) If the vehicle is insured at a lower sum than its market value, **Insurer** will repair or pay in cash the amount of repairs for the proportionate share of the declared value shown on the Certificate of Insurance at the time of the damage.
- b) Specific condition on Windscreen damages resulting from accident, the coverage is as following:
 - In case of repair, AGL to cover full cost of the repair
 - In case of replacement, AGL to cover full cost of the repair and apply specific deductible according to insurance policy schedule.

Note: The technology used for repairing the windscreen can deliver different physical outcomes depend of extend of damage and source of repair.

D. Car inspection:

It is mandatory needed for Own damage cover to have car inspection, the vehicle must be inspected prior policy issuance and any time then there is the modification or update on vehicle, in case of not yet completed the car inspection from network of AGL, AGL will cover own damage of insured vehicle only in case of damage by collision with other motor vehicle battery, when the inspection is completed, then AGL will provide the coverage as mentioned in Policy.

Art8 EXCLUSIONS

Excluded from the cover:

- 8.1 Damages intentionally brought about by the Insured such as any accident or damage caused by the Insured, driver, passenger, or third party that have intent self-injuries, suicide, attempted suicide, or any mental disorders, any accident, loss or damage intentionally caused by the Insured, driver or any other person acting with other Insured express or implied consent, etc...
- 8.2 Damages caused by the persons driving under the influence of drugs, and other self-intoxication, alcohol over 0.24mg /l on breath or equivalent following the law on Road Traffic of the Lao PDR.
- 8.3 Damages to the insured vehicle or third party which occurs when the insured vehicle has accident while transport dangerous goods (inflammables explosives, corrosives fuel, etc.) and the insured or third party have been damaged by such dangerous goods.
- 8.4 Damages of all kinds caused to the vehicle when requisitioned by the police or army authority.
- 8.5 Damage caused by fire resulting from burglary or Embezzlement, by individuals who are authorized to use or possess the Motor Vehicle according to a rent agreement, a leasing agreement, a hired purchase agreement, pawn agreement, or individuals who are entering into such agreements.
- 8.6 Damages caused to the insured vehicle by transported goods and object.
- 8.7 Damages resulting from loading or unloading operations of the insured vehicle during the transportation.
- 8.8 Damages occurred during sport competitions (or their trials) subject to prior government authorization as prescribed by the regulations in effect, when the insured participates himself in such contests as a competitor, organizer acting for one of them.
- 8.9 Damages conditioned by natural catastrophic such as: earthquakes, storms, flood, fire, explosion.
- 8.10 In case of fire, Damages especially burns produced by any modification of vehicle will not be covered, For Electric vehicles (EV) The insurance policy will not cover any damage to the battery or the vehicle due to charging the Electric vehicle battery using non-recommended chargers (by the manufacturer);

- 8.11 Indirect damages such as deprivation of usage, lack of interest gained and depreciation in the condition of the vehicle;
- 8.12 All wear and tear or depreciation items are not covered;
- 8.13 Damages which would be the consequence of a maintenance defect, rust and corrosion or vehicle losing value, imperfection or defect in the vehicle construction unevenness or bad ground conditions affecting the running of the automobile and less of accessory failure, Wear and tear items which is deteriorated, loss or damage from the normal use, pose, operate of the vehicle by the insured, on his/her behalf or any person.
- 8.14 Windscreen: The coverage to apply deductible according to policy schedule.
- 8.15 Tire, Rim: The damage from normal use (non-accident) will not be covered under general condition; however, if the damage of such items is resulting from accident, then such claims will be covered by following the option of policy under general deductible or no deductible to refer to actual policy,
- 8.16 Scratch: The damages from normal use (non-accident) are not covered under general condition; however, if the damages of such items is resulting from accident, then the claims will be covered by following the option of policy under general deductible or no deductible, the damages resulting from normal use (non-accident) are not covered as listed here below:
- 8.16.1 Any nail scratch on the door handle or door frame, tear on the footstep or sidestep,
- 8.16.2 Any tear of color or dent on the corner, frame or trim of door, rim, bumper, etc.
- 8.16.3 Any impact or scratches on the vehicle body such as trail of clothes scratches due to cleaning the vehicle with dirt clothes, hitting of small objects like gravel, tree bushes, etc.
- 8.17 Any damage caused by animal is not covered (unless resulting from collision).
- 8.18 Any replace or repairs, which improve for betterment the Insured Vehicle beyond its condition at the time of policy issuance;
- 8.19 Any glass coating before or after policy issuance is not covered.
- 8.20 Any damage due to failure of the operating system or software of vehicles, any loss, damage, expense or liability arising out of a Cyber Event such as: mechanical, electrical, equipment or computer failures, breakdown, or breakages; unless resulting from accident
- 8.21 In the event of water, any liquid substance, sand, submersion due to the insured intended to drive the vehicle off-road or drive pass the river or on the detour or occasionally road blocked by flood is not covered.
- 8.22 Thermic shock as consequence of carelessness or negligence of the insured driver is not covering unless resulting from accident.
- 8.23 Expenses incurred from cleaning, sanitary, rehabilitation, recondition, polishing...
- 8.24 In case the insured failed to report claim on timely manner set forth or collection of many damages to declare at once, only newly damaged item will be covered.
- 8.25 In case of theft claims (theft is illegal act by taking of another person's property without that person's freely consent and by force or violence) the following are not covered:
- 8.25.1 Any accessory, tool equipment, spare part stored outside the vehicle such as: tire, rim, carry boy, bumper...
- 8.25.2 Loss arising from the Insured Vehicle's key are left unsecured, unattended, or are left in-on the Insured Vehicle;
- 8.25.3 Thefts committed by members of the insured's family who live under the same roof as the Insured or with their complicity.
- 8.25.4 Damage or Theft resulting from burglary or Embezzlement, by individuals who are authorized to use or possess the Motor Vehicle according to a rent agreement, a leasing agreement, a hired purchase agreement, pawn agreement, or individual s who are entering into such agreements.
- 8.25.5 Thefts committed by the Insured's employees during their working hours, unless a complaint is made against them.
- 8.26 Damages under the accident that the insurer has discovered that the insured or the driver has concealed, false declared, omitted or inaccurate or dishonestly provided information about the accident (place, time, person involved, etc.), denied to provide cooperation to the police and/or authorities concerned, or has escaped from accident to avoid legal liability, including any dishonest acts discovered either before, during, or after the claim has been accepted by the insurer.
- 8.27 Damages as consequence of continue driving the car after accident where the insured should stop the car for repair or contact the insurer for roadside assistance. Damages sometimes occurred due to leaving the insured vehicle under non-secured premise where the vehicle got more damages or new damages.

- 8.28 Damages as result of unacceptable negligence such as: driving on the wrong side of the road, driving reverse the permitted direction, driving through the blocked, cutoff road, non-drivable circumstance with fully aware of the risk beforehand by the insured or the driver, etc.
- 8.29 Any property damages arising from vibration or weight of the motor vehicle or weight of the load of the Motor Vehicle such weighbridge, Vehicle Bridge, rail way bridge, road, race track, foot path, lawn or anything underneath such things.
- 8.30 Any damage arising from over high of vehicle or good transportations to any cable such electric, telephone, television or other anything over such things (art. 34, Decree no. 188 of Prime Minister dated 03 July 2007).
- 8.31 Damages caused to goods and objects transported by the insured vehicle including damages due to such goods and/or objects to other (property and bodily injury).
- 8.32 Damages caused by using the insured vehicle as equipment for construction or production activity.
- 8.33 Damages caused by act of terrorism.
- 8.34 Initial Repair at the accident location, haulage, garage expenses, the cost incurred by the guarding of the vehicle or its transportation to the nearest qualified workshop of repairs which are in fact the responsibility of the insured (however in case of an accident, suffered by the insured vehicle, the insurer will reimburse the sum of all above expenses at the amount of 20% of the total cost of repairs) which is included in the maximum sum insured; in case of third party the insurer will reimburse the sum of all above expenses at the amount of 20% of the total cost of repairs which is included in the maximum of Own Damage sum insured.
- 8.35 Any liability recognition and/or transaction without prior agreement of Insurer.
- 8.36 Insured and related person must support truly and fully information to insurer and agree that insurer accesses, collect, request, use information from those and related organization.

Art 9 COVER H: DEFENCE AND RECOURS (if this cover is triggered):

Within the limit of maximum indemnity, per damage as determined in the Special Conditions, In the event the insured was sued by the adversary or third party for a compensation for loss and/or damages resulted from accident, AGL will defend on behalf of the insured to protect his/her right and interest. Contrary, in case the insured will sue against the adversary or third party for a compensation for loss and/or damages resulted from accident,

Insurer's role and responsibility:

- Provide technical advice,
- Assist in preparing documents,
- Assist following up the case for the insured only.

Insured's role and responsibility:

- Provide the information to the police in person.
- Provide evidence to the police / the court,
- provide testimony or argument,
- Attend the meeting on request,
- Present to the judgment, etc...

Remark: For TPL AB: The insurer has no liability to pay for the unrecoverable expense incurred to the insured including any delay, consequent losses, and so on. AGL shall take its resources that AGL have in order to file a lawsuit for the insured on his/her legal proceeding. The scope of service/assistance provided by AGL is limited to initial legal document preparation only since the case proceeding on court level might require a lawyer. The case needs to be continued & carried out by the insured; Alternatively, AGL can provide advice on the lawyer sourcing for the case proceeding if needed.

Note: under the recovery case that requires case to be registered by the police, the insured has full right and responsibility to make the report to the police in person for the loss incurred. The insurer has no role under the law to report the loss on the behalf of somebody else. Any report or testimony to the about the loss description is considered a criminal matter. As a result, the insured must report the police in person. The insurer who has Civil liability can assist and present on behalf of the insured after the case has been registered by the police in order to follow up and report the case progress back to the insured only.

Art10 COVER DRIVER (if this cover is triggered):

1. Purpose of the cover

- 10.1 Cover any person driving the vehicle with consent of the Insured who would not be indemnified by any other cover or who would be indemnified but not adequate. AGL will compensate for that part which in excess only and up to maximum limit of the Policy.
- 10.2 Non-accumulation of << death>> indemnity with << disability>> indemnity.

2. Exclusions.

- Driving under the influence of drugs, and other self-intoxication, alcohol over 0.24mg /l on breath or equivalent following the law on Road Traffic of the Lao PDR.
- Any person who drives the Insured Vehicle without the Insured's permission, without a driver license,
- Damages intentionally brought about by the Insured such as any accident or damage caused by the Insured, driver, passenger, or third party that have intent self-injuries, suicide, attempted suicide, or any mental disorders, any accident, loss or damage intentionally caused by the Insured, driver or any other person acting with other Insured express or implied consent, etc...
- Bodily injury or death of the driver which occur when the insured vehicle has accident while transport dangerous goods (inflammables explosives, corrosives fuel, etc.) and the driver has been injured by such dangerous goods.

Art11 MEDICAL EXPENSES

11.1 Nature of covered cost upon documentary evidence

Cover **medical expenses** as mentioned in Special Conditions according to actual cost but not more than sum insured of the medicine, pharmaceuticals, medical examinations, orthopedics and functional rehabilitation, and dental cares and prosthesis resulting from the covered road traffic accident.

11.2 Repayment transactions

The indemnity to be paid to the Insured shall not higher than the expenses actually accounted and shall not be more than the sum insured.

SECTION III. SUBSCRIBER'S AND INSURERS LIABILITY INFORMATION ON THE RISK

Art12 SUBSCRIBERS'S DECLARATION UPON UNDERWRITING AND DURING

THE POLICY IMPLIMENTATION – SANCTIONS

1/. UPON THE UNDERWRITING OF THE POLICY

- 12.1 The Policy is established according to the Subscriber's declaration and the premium is determined accordingly. The subscriber shall under penalty of sanctions provide hereinafter, give an exact declaration of all circumstances to his knowledge and which are likely to help the Insurer appreciate the risks he is liable for.

2/. DURING POLICY IMPLEMENTATION

- 12.2 The Subscriber or, the Insured, shall declare to the Insurer, all modification affecting the characteristics of the vehicle enumerated below:
- * Capacity
 - * Body
 - * Attachment of a side-car to a two-wheeled vehicle
 - * Live load and dead weight (for commercial vehicles)
 - * Any transformation modifying the performance of the vehicle
- 12.3 The use of vehicle, even in case of temporary modification
- 12.4 For any new customary driver, the sex, age, date of their driving license
- 12.5 This declaration shall be completed prior to the modification if the latter results from the act of the Subscriber or of the Insured and in other cases, within eight days from the moment when one or the other is aware of it.
- 12.6 When this modification constitutes an aggravation such as, if the new state of affairs existed at the time of the Policy underwriting, the Insurer would not have Policy or would only have done it by means of a higher premium.
- The declaration shall be made under penalty of sanctions describer hereinafter, and by virtue of the Decree provisions the Insurer can, either cancel the Policy by means of a previous notice of ten days, or propose a new premium. In case of refusal of the new premium by the Subscriber, the Insurer can cancel the Policy by means of a previous notice of ten days.

3/. SANCTION

- 12.7 Any concealment, intentional false declaration, omission or inaccuracy in the declaration of circumstances or aggravations above mentioned is sanctioned even if they have no influence upon the accident, in the following cases:
- 12.8 by Policy nullification, in case of dishonesty on the part of the Subscriber or the Insured
- 12.9 By a proportional reduction of the damage indemnity from the premium paid with regards to the premium which would have been due, if the declaration of risk had been accurate and complete.

If the Subscriber or the Insured dishonesty is groundless, but declaration of risks had been accurate and complete

The rate taken as a basis of the reduction is, according to the case, either that applicable at the time of the Policy underwriting, or on the day of the risk

Aggravation or if this day cannot be determined, at the last falling due preceding the damage

Art13 PREMIUM PAYMENTS

Premium must be paid in order to get the coverage as stated in the policy, in case of no premium payment within 30 days from inception date of the Policy or Endorsement, AGL reserve right to cancel the policy or Endorsement without giving the Insured advance notices of the cancellation.

Art 14 CLAIM SETTLEMENT

14.1 CLAIMS NOTIFICATION

- a) When the Insured Vehicle is involved in accident, lost, robbed or damaged by strike, riot and civil commotion, the Insured or driver must immediately: Call or file a report to the nearest police or the local authority; contact AGL at Tel 1456; (021) 222 222 or 020 5524 4222.
- b) The insured must notify claim to AGL immediately and no any delay
- c) The Insured must send **AGL** any document the Insured receive, such as summons, writ, or claim letters.
- d) In case of accident in Thailand

Under comprehensive insurance policy, the insured vehicle will be covered even it has accident Thailand. This cover is specially granting coverage to the damage resulting from collision (with mobile object) to the insured vehicle itself (Own Damage). However, regarding the cover for third party's vehicle, the insured has to subscribe to insurance policy from available insurer in Thailand for each & every time crossing the border. This is to ensure that the insured has proper Third Party Liability (TPL) insurance policy to cover the loss and damage to other/third party which may become the liability of the insured once accident occurred.

Therefore, AGL can extend cover to Thailand for loss or damage from collision to its insured vehicle only. **For any loss or damage to other party, it's required by Law that the insured has to subscribe to TPL insurance policy with the insurer in Thailand.** It's compulsory that the insured of AGL has to subscribe to TPL insurance policy for whenever crossing the border.

1) Claim Procedure

Once accident happens in Thailand; the cover for the loss or damage will be divided into 2 parts:

- (i) **Own damage (OD)** refers to the damage from collision that the insured vehicle suffered from subject to be responsible by AGL;
- (ii) **Third Party Liability (TPL)** refers to the damaged to other caused by the insured. This liability subject to be responsible by Thai Insurer who provides TPL insurance cover to the insured while in Thailand (more detail of coverage is available in the insurance policy).

2) Table defining actions in the claims settlement process

No	Own damage Claim Covered by AGL	TPL Claim Covered by Thai Insurer
1	Notify: AGL	Notify: Thai Insurer

	Helpline +856-21-222222 Tel : +856-21-215903 Fax +856-21-222713 Email: claims@agl.com.la Website: www.agl.com.la	Please note that Thai Insurer should be the company that the insured purchased TPL insurance policy from when cross the border to Thailand.
2	<p>The insured is required to submit below documents to AGL (these documents got from accident site from Thailand see the right column for more details ⇒):</p> <ol style="list-style-type: none"> Photos of accident / damages (normally done by the adjuster, however, it's recommended that the insured to take photos clearly shown Reg. Plate Number, Details of Damages, Impacted Parts of both vehicles for further reference) Claim Notification Form (given by AGL & the insured can fill it at the time of accident. The insured can also use a photocopied of the Claim Report of Thai insurer instead) Compensation Agreement (or any agreement made in respect of determining liability in the accident of each party issued by the adjuster/ surveyor of the Thai insurer) Police Report must be provided to certify the genuine of the accident. 	<p>Adjuster: an adjuster/surveyor from Thai Insurer will:</p> <ul style="list-style-type: none"> – intervene the accident; – collect evidence; – assess the loss; – determines responsibility; – perform other necessary actions <p>At this stage, a Claim Report will made and incase both of the parties agree to adjuster's determination, a Compensation Agreement will be made.</p> <p>Police: Thai Police will step in and take action on the case if there is no agreement reached after an adjuster of Thai Insurer addressed the accident site (normally case involving serious bodily injury).</p> <p>The police will then ask both of the parties to negotiate & issue a Police Report for reference in case an agreement reached. Otherwise, the case will be sent to higher related authority.</p> <p>The case will be pursued through Traffic Law of Thailand and the insured will be assisted by Thai Insurer on managing the case in each level: police, tribunal, court</p>
3	Up to this stage an agreement shall be made	
4	AGL to repair the damages to the insured vehicle base on the terms & condition of the insurance policy and to be considered in conjunction with the compensation agreement made with the opponent in the accident in Thailand. AGL reserves the right to subrogate to any 3 rd party who might have caused the accident and the insured must provide full cooperation in order to facilitate the process of the subrogation.	<p>In case it's the insured is the at-fault-party in the accident, The Thai Insurer will pay the claim covering loss or damage under the liability of the insured to the third party in the accident.</p> <p>In case it's the adversary is the at-fault-party, AGL to subrogate the insured's right and will be in connection with Thai Insurer to recover the cost of claim paid.</p>

SECTION IV: CLAIMS PROCEDURE

Art15 Motor Accident Settlement Instruction and Claim Settlement Procedure

Definition:

- The Insured:** refers to (1) the person who bought motor insurance from AGL, or (2) the person who drives the insured vehicle.
- The Third Party** also called the adversary or the opponent refers to the person who drives the vehicle that collided with the insured vehicle of AGL or (2) the person who was affected by the accident causing from the insured vehicle.
- Insurance indemnities:** refers to the amount of compensation for the loss and/or damage that the insurer has legal liability to pay for the insured or the beneficiary as per terms and conditions of the insurance policy.
- Remark:** If the parties are insured with AGL, the party who is determined as the at-fault-party subject to pay for the loss and/or damage incurred shall be called "The Insured" (due to AGL will apply third party liability policy to cover loss and/or damage on behalf of the insured); the party who is not determined as the at-fault-party shall be called "The Third Party".

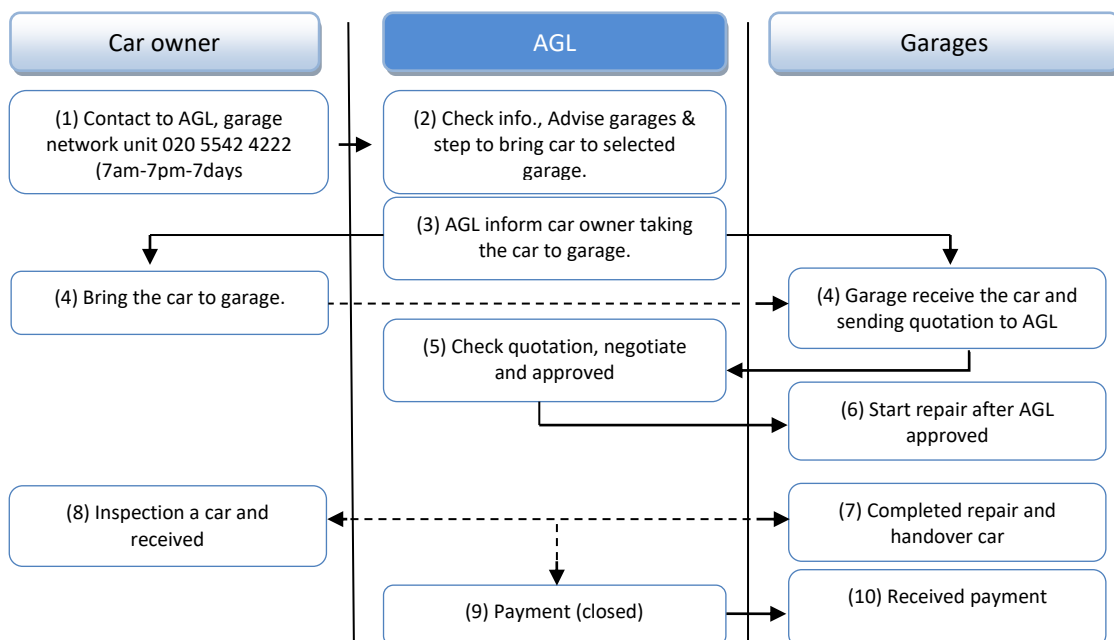
Art16 Initial instruction for claim settlement

1. Contact the AGL Helpline Tel: 1456, 021 222 222 (hotline service 24 hrs/ 7days) immediately.
2. Do not touch or move the vehicles unless they are really hampering the traffic; before moving it's required to mark on the road dropping location (wheels) of the vehicles with the presence and consent from both parties.
3. If there is any injured person, please manage to transport him/her to the nearest hospital immediately.
4. In case the accident happened in remote area where AGL adjuster may requires long time for travelling to the accident site, please follow below steps:
 - ✚ Contact police or local authorities (e.g. the chief of village) to witness and/or assist preparing document/evidence.
 - ✚ Please take photo of: (1) the damaged vehicles and objects in the accident that clearly show the damaged part(s) of the vehicles; (2) Vehicle Register Card of the insured vehicle; (3) Driver License for both drivers; (4) Insurance Certificate Sticker (small yellow sticker pad on the screen of the vehicle); and (5) Insurance Policy.
 - ✚ In case any negotiation undertaken, please create document and sketch the accident to certify.
 - ✚ Deliver all documents collected above to AGL immediately.

Art17 Claim Payments

1. Vehicle Repair Indemnify

- Before taking the damaged vehicle to repair, it's compulsory that the owner must call to AGL for approval Tel: 020 5691 5757 to avoid any unexpected problem relating to the quality of repairing as well as payment issue.
- AGL will not be liable for any consequence loss or damages in case taking the vehicle to repair without AGL's approval and/or repair where was not AGL Garage network.
- After successfully repaired the vehicle, please complete Certificate Form to certify, for this progress AGL staff will advise in case of incident.



2. Medical Indemnify

- The bodily injury treatment must be treated accordingly to the doctor's advice with official diagnosis and prescription & tax invoice from the hospital. AGL will not compensate and medical invoice that is not related to accident.
- Submit medical invoice to the AGL adjuster who went settle your accident. All documents shall be sent to AGL head office for inspection.

- AGL will contact to the beneficiary to collect the claim payment after we have thoroughly checked all documents base on the terms and conditions of the insurance policy.

3. **Appointing Representative to Claim**

In case the beneficiary cannot come to pursue the claim and/or collect the payment, he/she can appoint representative by submitting us the power of attorney to his/her representative accompanied with photocopied of ID Card of both persons for certifying the appointment.

Art18 Claim Settlement Procedure

1) **Claim Processing Steps**

After the accident is negotiated and settled by having clear responsibility involved, AGL will compensate the loss incurred accordingly to the terms & conditions of the insurance policy by following below steps:

1	Notifying Accident
2	Collecting Documents
3	Taking Vehicle to Workshop
4	Inspecting & Assessing Damages
5	Verifying & Negotiating Claim Cost
6	Reporting & Approving Claim
7	Preparing Claim Payment
8	Releasing Claim Payment

2) **Contact point:**

Accident Notification	021-222222 (24 hour)
General Accident Enquiry	021-215903 (day time)
Garages Network Unit	030-5112652 (7AM –7PM)
Claim Cost Control Unit	021-215903 ext. 175
Motor Technician Unit	021-215903 ext. 185
Claim Legal Unit	021-215903 ext. 178
Service Feedback	021-215903 ext. 166

Art19 Important Notes

1.) **Determine Responsibility & Claim Pursuing**

- AGL will not be responsible to compensate any loss or damage without AGL's written consent.
- AGL attached herewith a form named "Compensation Agreements", after the negotiation, AGL adjuster will issue/fill the form determining all agreements made by the parties. To avoid any unexpected problem on later date, you should read all details thoroughly and make sure that you've understood all terms and conditions, obligations, and liability before signing.
- Please kindly read this instruction guideline thoroughly for better understanding of our claim settlement procedure and for easier in the stage of contacting and requesting supports from related staffs of AGL

2.) **Nullification of Insurance Policy**

Insurance Policy subject to nullification (unenforceable) in case the insured violated the terms of the terms & condition:

- **The insured driver has no driver license** for the class of vehicle that he/she was operating. However, for case that the insured forgot to bring driver license along but can convince us that he/she has a valid driver license, adjuster will consider issuing compensation agreement identifying "the parties fully acknowledge that if the insured driver cannot submit his/her driver license with specific class of vehicle that he/she operated & caused the accident, all legal liability of AGL as stipulated in the agreement shall be fully charged to the insured driver".
- **The insured driver was under the influence of alcohol or drug.**

- **The insured driver escaped from accident to avoid liability in the accident** intended to hide/destroy evidence tracing to his/herself, didn't provide good cooperation to police aiming to violate traffic rules & law of Lao PDR.
- 3.) **Additional Instruction on Claim Payment**
- In case of any urgent petty cash requirement to cover emergency expense e.g. medical expense or repairing vehicle just after the accident, the insured or any third person can advance the payment & AGL will consider reimbursing it later. Please follow below steps:
- Prepare document to be signed by both payer & receiver.
 - Copy ID Card of both parties (payer & receiver) as evidence. If the payer has no direct relation-ship to the accident (an individual or relatives of either party), please clearly indicate the relationship on the photocopied of ID Card before sending to AGL adjuster.

Remark: Advance Payment Form is provided to facilitate the claim settlement only aiming to cover emergency payments on short-coming. Therefore, this does not mean AGL will reimburse in full amount as stipulated on the form. However, AGL will consider reimbursing by referring to the actual damages base on market value of the said damages/part of vehicle as same as regular fee for medical expense from hospital.

Art20 FRAUD CLAIMS

If the Insured have made a fraud claim, **AGL** will not pay for any claim and the Policy will be automatically cancelled, then no refund of the remaining premium to Insured.

Art21 Customer consent

AGL have been working on improving our customer satisfaction on claim service. Therefore, we would like to request your permission to use your personal information related to the accident that we had in the system such as name, contact number and address to our partners for processing the customer satisfaction survey. The survey will be made in the form of questionnaire that we will be sent to you via SMS.

SECTION V. PROVISION RELATING TO POLICY

Art22 ESTABLISHMENT AND ENFORCEMENT OF THE POLICY

- 22.1 An insurance proposal is not a Policy agreement neither for the Insurer but only an insurance policy and a cover note certifying Policy agreement
- 22.2 The insurance Policy is completed after the parties have signed it. Concerned from that moment on the Insurer can follow up it come into effect when the premium is paid and legally expires on the date started in the Special Conditions.
- 22.3 The same provisions apply to any modifications or additional clauses of the Policy

Art23 POLICY DURATION

- 23.1 The Policy expires according to the duration stated in the Special Conditions.

Art24 POLICY CANCELLATIONS

- 24.1 The Policy can be cancelled prior to its normal expiry date under the following circumstances.

1. By the Subscriber or the Insurer

- 24.2 Each year, on the anniversary of the day of enforcement of the Policy, by means of at least one month previous notice:
- 24.3 In case of transfer of the Insured vehicle;
- 24.4 In case of occurrence of one of the following events: change of residence, of material status, of the type of ante nuptial settlement, professional retirement or definite termination of professional activity.

2. By the inheritor or the Insurer

- 24.5 In case of transfer of property of the Insured vehicle as a result of death.

3. By the Insurer

24.6 In case of non-payment of premium.

24.7 In case of risk aggravation.

24.8 In case of omission or inaccuracy in the risk declaration at the time of underwriting or during of enforcement of the Policy.

24.9 After an accident, the Subscriber having then a right to cancel other Policy the subscriber with the Insurer.

24.10 In case of liquidation of an insolvent debtor's property of judiciary regulation of the Subscriber.

4. By the subscriber

24.11 In case of disappearance of aggravation of a case stated in the Insurance policy if the Insurer does not agree to the reduction of the corresponding premium.

24.12 In case of cessation of commerce or dissolution of the Company.

24.13 In case of cancellation, by the Insurer of another Policy of the subscriber after an accident;

24.14 In case of premium modification according to the provisions in article 16 of this Policy.

5. By the Subscriber's mass of creditors

24.15 In case of liquidation of an insolvent debtor's property of judicial settlement.

6. By right

24.16 In case of total loss of the insured vehicle as a consequence of a non-covered risk,

24.17 In case of transfer of the insured vehicle

24.18 In case of withdrawal of the Insurer's acceptance.

24.19 In case of requisition of the Insured vehicle by the authorities in conformity with the regulations provided for in the law in force.

24.20 In case of Policy cancellation during an Insurance period, the premium fraction relating to the portion of this period subsequent to the cancellation is not acquired by the Insurer. If this premium fraction has been paid beforehand, the Subscriber shall be repaid.

24.21 When the Subscriber or the Inheritor chooses to cancel the Policy as he thinks suitable, either by a letter or by the notification against acknowledgement at the Insurer's head office or at the agent office of which the Policy is dependent, or by an extra-judiciary act. If the Insurer cancels the Policy, he shall notify the Subscriber by means of written.

24.22 Under cancellation circumstances provided for is;

24.23 Cancellation on the anniversary date of the enforcement of the Policy.

24.24 Cancellation in case of non-payment of the premium.

24.25 Cancellation by the Subscriber upon renewal of the premium by the insurer,

24.26 The delays of previous notices are deducted from the day of dispatching the notification.

Art25 TRANSFER OF VEHICLES OWNERSHIP

1. Death of the Subscriber

25.1 In the event of the death of the Subscriber of the insured vehicle, the insurance, by right, assigned to the person who inherits the vehicle. In case of cancellation of the Policy by the inheritor, the latter shall pay the Insurer an indemnity equal to the premium fraction relating to a period subsequent to the cancellation.

2. Vehicle transfer.

25.2 In case of transfer of the vehicle, the Policy by right is canceled.

25.3 The Insured shall inform the Insurer of the transfer by means of a registered letter or direct information.

3. Cancellation Procedure

a. The Insured's Right

Cancellation of policy, must return both Insurance certificate and Motor Insurance Schedule, the premium will be refunded as below (**in case of no accident only**), the premium refund to be subject according to condition of product set up

No. of covered days	≤30	31-60	61-90	91-120	121-150	151-180	181-210	211-240	241-270	271-300	301-330	331-365
% of annual premium	72	66	60	52	44	32	27	22	15	12	5	0

b. AGL's Right

All motor insurance policies are designed and underwritten in order to respond to normal risk of the insured in traffic circulation where the insurer is well aware of the extend of risks and the insured has declared fully any potential risk associated in the way the vehicle is used, in the case AGL becomes aware of abnormal risk after the policy date, AGL reserves the right to consider appropriate solution in order to respond to the new risks discovered or to cancel the policy in case no any available option left.

Under (a) and (b) above, Insured must return the original Certificate and sticker to AGL.

Art26 DATA PROTECTION

The Insurer obtains and processes personal information for the purposes of preparing quotations, underwriting policies, collecting premium, paying claims and for any other purpose which is directly related to administering policies in accordance with the insurance Policy. The confidentiality of the Insured information is of paramount concern to AGL. The Insured has a right to access the personal data that is held about them. The Insured also has the right to request that AGL amend or delete any information which the Insured believes is inaccurate or out of date. AGL will not retain the Insured's data for longer than is necessary for the purposes for which it was obtained.

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for such things as receiving information on products and offers by us or persons we have an association with, please contact us.

Art27 REGULATIONS

All acts resulting from this present Policy is prescribed for three years, in conformity with the provisions in the law, article 47, from the event giving rise to them.

Art28 THE COURT CONCERNED

The court concerned which has the decisive power to settle the dispute between the Insured and the Insurer is the local Court where the Insured lives.

For property damage Insurance, it is the Court where the property is situated. For accident Insurance, it is the Court where the accident occurred.

DISPUTES SETTLEMENT

Any disputes arising under the policy shall be settled by the Insured and **AGL** through reconciliation and amicable negotiation, If this dispute cannot be settled, the parties have the right to refer the case to the court. If there is not filing the lawsuit in court within 12 months of the start of an event occurring

SECTION VI. ANNEXES

ANNEX I

i. SCALE FOR PERMANENT TOTAL DISABILITY (100%)

- * Total of both eyes and sight in both eyes;
- * Complete loss of capacity of both lower and upper limbs;
- * Incurable mental disorder resulting directly and exclusively from a covered accident.

ii. SCALE FOR PERMANENT PARTIAL DISABILITY

Description of loss	Right	Left
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Total loss of arm, hand	60%	50%
Total loss of Shoulder movement	25%	20%
Elbow movement	20%	15%
Joint movement	20%	15%
- Thumb for finger	30%	15%
Three fingers, including thumb or forefinger	25%	20%
Three fingers, besides thumb or forefinger	25%	20%
Thumb and one finger besides forefinger	25%	20%
Forefinger and one finger besides thumb	20%	17%
Only one thumb	20%	15%
Only one forefinger	15%	10%
Middle finger, ring finger or little finger	10%	8%
Two of those last finger	15%	12%
One leg or one foot	50%	50%
Partial amputation of one foot including all toes	30%	
Ablation of lower jaw	30%	
Total loss of an eye or half reduction of binocular sight	25%	
Complete deafness in both ears	40%	
Complete deafness in one ear	10%	
Non-consolidated fracture of one leg or one foot	25%	
Non-consolidated fracture one of knee-cap	20%	
Total loss of movement of a hip or a knee	20%	
Abridgment of at least 5 cm of one lower limb	15%	
Total loss of one big toe	10%	
Total loss of another toe	5%	

For left-handed people the incapacity percentage is the reserve of the percentage applicable to right-handed people.

Infirmities not enumerated above, even of a lesser importance are indemnified proportionally, and to their gravity compared to that of the enumerated cases without taking into account the victim's occupation.

Complete functional importance of an organ is considered as its total loss.

Total indemnity due to several infirmities resulting from the same accident is obtained by addition within the limit of the integral sum Insured for the case of permanent total disability.

ANNEX II Bonus / Malus

Applicable according to condition of each product

ANNEX III Notion of no fault liability

Settlement under No Fault principle, limited only to bodily injury and, in case the responsibility is not yet determined according to the Law, Insurer will pay in advance up to maximum of 10,000,000 LAK per accident in which per victim 3,000,000 LAK in case of death or Total permanent disability and 1,800,000 of medical expenses.

Coverage	No Fault principle (In LAK)
Bodily injury maximum per accident.	10,000,000
- Death or total permanent disability, maximum per victim	3,000,000
- Medical expenses, maximum per victim	1,800,000
(Including Baci fee for hospitalization more than 24 hours)	100,000

ANNEX IV Depreciation value of Motor Vehicle insurance

To refer to claim guideline in separate wording.