

MOTOR INSURANCE POLICY

(Promulgated with Decision No: 041/QD-LAP-BTGD dated 26 November 2020 of General Director of Lanexang Assurance Public Company)

GENERAL CONDITIONS

SECTION I: PROVISIONS RELATING TO COVERS

The Contract Agreement, Territorial Limits, Definitions Relating to Insured Person and Vehicle

Article1: THE CONTRACT AGREEMENT

- 1.1. In consideration of the Insured having applied to Lanexang Assurance Public Company. (Hereinafter referred to as “the Insurer”) to insure the vehicle by a Proposal and declaration which shall be the basis of this Contract Agreement and having paid the Premium stated in the Policy Schedule, the Insurer hereby cover loss, damage or liability as stated in the Policy Schedule, subject always to the Terms and Conditions of this Policy.

CIVIL LIABILITY OF THE OWNER OF THE VEHICLE

- A. CIVIL LIABILITY WITH REGARDS TO ROAD TRAFFIC
- B. CIVIL LIABILITY OUTSIDE ROAD TRAFFIC

DAMAGES TO THE INSURED VEHICLE

- C. ALL ACCIDENTAL DAMAGES
 - D. DAMAGES RESULTING FROM COLLISION
 - E. PLATE GLASS
 - F. FIRE
 - G. THEFT
 - H. DEFENCE AND RECOURSE
 - I. DRIVER AND PASSENGERS
- 1.2. The coverage under this Insurance may be extended to include other risks by incorporating a particular appendix to be enclosed, which defines the Conditions for Insurance cover.

Article 2: TERRITORIAL LIMITS

- 2.1. This Contract Agreement insures against loss or damage that occurred within the Lao PDR territory. It may be extended to neighbouring countries by means of an extra Premium specified under the Policy Schedule, subject always to the Terms and Conditions of the Policy.

Article 3: DEFINITION RELATING TO INSURED PERSON

THE POLICYHOLDER

- 3.1. The term "Policyholder" is deemed to refer to the person whose name is defined in the Policy Schedule or any person who could legally replace him/her as a result of an agreement reached by the parties concerned or as a result of the death of the preceding Policyholder.

THE INSURED

- 3.2. The term "Insured" shall be taken to include:
- the voluntary driver of the Insured Vehicle;
 - the Policyholder (or their legal representatives);
 - the owner of Insured Vehicle; and
 - the persons transported as non-fare-paying passengers (including the wage-earners or employees of the Policyholder or the owner of the Insured Vehicle) from the moment they get into the Insured Vehicle indicated in the Policy Schedule until and including the moment when they get off, and including on their part any act of driving or repairing of the Insured Vehicle even when they are not in the designated vehicle; and
 - the Permitted Driver, when occasionally sitting in a tourist vehicle not belonging to him, whether he is driving or not.

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

- 3.3. The aforementioned persons are only entitled to claims under the Provisions of this Policy provided at the time of the accident, the driver has fulfilled the requirements required by the regulations on the driving of said vehicle and any other rules and regulations in Lao PDR governing the ownership and use of said motor vehicle including possession of a valid driving license (not suspended nor expired) and of which the driver must be the valid holder, and be of the legal driving age.
- 3.4. If these requirements are not fulfilled, there will be no insurance even if the driver is having a driving lesson or is helped by another person who holds a valid driver's license.
- 3.5. This Exclusion shall not be applicable to the driver who holds a valid driver's license, having declared the fact to the Insurer at the moment of underwriting or renewal of the Contract Agreement, but due to the place or length of residence of its holder, is no longer valid.

ACCIDENT

- 3.6. The term "accident" shall refer to any unforeseen, unexpected, and unintentional event, independent of the Insured and involving the Insured Vehicle.

PERSONS CONSIDERED FOR COVER

3.7. The persons hereinafter mentioned with the exception of obligations with regards to the driver's license and the driver's age (Articles 3.3 and 3.4) are entitled to claims under the Provisions of this Policy.

(a) For insurance covers A to G

The Policyholder, the owner of the Insured Vehicle and any other persons being authorised by the Policyholder or the owner of the Insured Vehicle to be in charge of guarding and driving the vehicle (garage keepers and those who normally carry out the brokerage, sales work, repair work, or checking the vehicle to be in good working order and their overseers as well, are not considered as beneficiaries of such authorisation, regardless of the vehicles entrusted to them in consideration of their duties).

(b) For insurance cover A

The passengers of the Insured Vehicle (except for non-fare-paying passengers – refer to (d) below).

(c) For insurance cover H

As regards to penal defence, the persons above-mentioned under insurance covers A to G. As regards to recourse, these same persons, and any other passengers carried by the Insured Vehicle, who are non-fare-paying passengers.

(d) For insurance cover I

Non-fare-paying passengers, being defined as any passenger carried without remuneration even if he, without making an actual payment, contributes of his own free will to the transport expense.

Article 4: DEFINITIONS RELATING TO THE VEHICLE

INSURED VEHICLE

4.1. The term "*Insured Vehicle*" shall refer to:

- any motored land vehicle, or
- any vehicle (trailer or semi-trailer) built up to be attached to a motored land vehicle meant for transportation of persons or things

described in the Policy Schedule, which shall include the manufacturer's standard options and accessories that the Policyholder had informed the Insurer and the Insurer having agreed in writing to cover; and

- any terrestrial apparatus (such as implements of husbandry or building-site machinery), when its usage is mentioned in the Policy Schedule.

UNAVAILABILITY OF THE INSURED VEHICLE

4.2. If the Insured Vehicle is unavailable for use during the Period of Insurance under any circumstances, the cover may be temporarily reassigned to a replacement vehicle, hired or borrowed by the Policyholder or the owner of the Insured Vehicle. The cover, when reassigned, shall be applicable as follow:

4.3. **For insurance covers A, B and H**

The cover will be provided from the moment a registered letter is received by the Insurer (proven by post office stamp) informing of the reassignment, provided that the Policyholder pays off, wherever applicable, any additional Premium calculated according to the rate in effect at the time of reassignment. For this purpose, the registered letter shall, under the penalty of the recalled sanctions from Article 14.5, bear mention to the differences between the replacement and the Insured Vehicle as regards to the elements indicated in Article 14.2(i).

4.4. ***For insurance covers C to G***

The cover may be accorded only upon the Insurer's written agreement validating the transfer. Alternatively, the Insured may request for a suspension on the Insurance cover during the time when the Insured Vehicle is not available, for which a prorated Premium for the unexpired term shall be refunded, calculated according to the rate applicable to the Policy from the time of suspension.

SECTION II: EXPLANATION OF INSURANCE COVERS

Article 5: COVER "A": CIVIL LIABILITY WITH REGARDS TO ROAD TRAFFIC

1) ***Purpose of the cover***

5.1. The purpose of the cover is to meet:

the principle of no-fault liability for compensation of bodily injury caused to the third-party victims of a road traffic accident involving a motored land vehicle. This no-fault civil liability shall be limited to the attached Annex 01;

The principle of no-fault liability cannot be extended beyond the obligatory coverage.

5.2. This coverage applies to the financial consequences the Insured may incur as his liabilities due to bodily injury and/or material damages caused to third parties in the course of or under road traffic circumstances the Insured Vehicle has met with, resulting from:

- i. an accident, fire, or explosion brought about by the Insured Vehicle, the accessories and products used for its service, the objects and substances being carried therein or thereon;
- ii. loss of/or failure of these accessories, objects, substances or product; or
- iii. accidents occurring whilst the Insured Vehicle is hauling another vehicle or is itself being hauled by another vehicle; however, damages to these vehicles are not covered.

5.3. In addition to third party liability cover, the Insurer shall be liable to reimburse the Insured on the actual expenses incurred for cleaning or reconditioning of the Insured Vehicle's interior furniture, his clothes and those of the persons accompanying him when the Insured Vehicle is voluntarily used to transport person(s) injured as a result of a road traffic accident involving the Insured Vehicle. This reimbursement is covered without consideration of liability.

2) ***Exclusions***

The following are not covered:

- 5.4. Losses suffered by the driver and any other non-fare-paying passengers (which should be appropriately covered under the "Driver and Passengers" section).
- 5.5. Damages caused by persons driving under the influence of alcohol or drugs.
- 5.6. Damages incurred by a vehicle transporting inflammables, explosives, corrosives or motor fuel, which could cause the aggravation of damages. This Exclusion, however, shall not be applicable for the transportation of oil, petrol or gas if the load does not exceed 500 kilograms or 600 liters (including the motor fuel or gas required for the engine) or unless especially agreed.
- 5.7. Damages occurring during speed contests or other sports contests (or the trials thereof), even with prior government authorization as prescribed by the regulations in effect, for which the Insured participates in the contests as a competitor, organizer or agent acting on behalf thereof.
Any Insured who would, without prior arrangement for special insurance, expose himself to the risks mentioned in this Article would be liable to the penalties provided for in the Law. If so required by the Insured, he may request for a special insurance to cover against these particular risks, subject always to the Insurer's express agreement in writing.
- 5.8. 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.
- 5.9. Damages caused to goods and objects transported by the Insured Vehicle.
- 5.10. Damages provoked or aggravated by gunfire or instruments used for causing explosions using an atom nucleus structure modification or any nuclear fuel product or radioactive waste or by any other ionising radiation sources which exclusively engage the liability of the user of such nuclear installation.
- 5.11. Damages occasioned by or through or in consequence directly or indirectly of wars, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), munity, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person or persons acting on behalf of or in connection with any organization the object of which are to include the overthrowing or influence of any de jure de facto government by terrorism or any violent means,
- 5.12. Damages intentionally brought about by the Insured.
- 5.13. Damages caused by fires.
- 5.14. Damages caused by the Insured Vehicle when transporting ionising radiation sources to be used outside a nuclear installation, as from that moment, the said sources would have provoked or caused an aggravation of damages.
- 5.15. Damages caused by riots, mass demonstrations or planned group actions openly carried out.
- 5.16. Damages caused by the driving or operation of vehicles, machinery and/or equipment intended for the purpose of farming, construction, or other similar purposes, unless the

vehicle, machinery and/or equipment is licensed for use on the road as evidenced by a license registration which shall be valid throughout the duration of this Insurance.

- 5.17. Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 5.18. The insurer shall not be liable to pay any claim or pay any benefit hereunder to the extent the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nation resolution or the trade or economic sanctions, law or regulation of the European Union, United Kingdom or United States of America.

3) *Special Conditions covering damages incurred by persons on board*

- 5.19. Without being detrimental to the Provisions contained in Articles 5.1 to 5.18 concerning the liability of the Insured in respect of damages caused to all passengers, these coverages shall be subject further to the following:

a) *Nature of damages covered*

- 5.20. The above-mentioned coverage shall be applicable exclusively in respect of bodily injuries suffered by the passengers of the Insured Vehicle, and to their damaged garments but only if accompanied by such bodily injury.

b) *Conditions for transportation*

5.21. For 2- and 3-wheel vehicles

The Insured Vehicle must not carry more than one passenger only besides the driver (or two passengers when it has such additional seating capacity).

5.22. For motorcars (including convertibles), minibuses and buses

Only when the passengers are transported inside the Insured Vehicle.

5.23. For commercial vehicles

All passengers must be seated either inside the cabin or car fitted with slatted sides or inside a closed-body car.

5.24. For trailers and semi-trailers (as long as they are "Insured Vehicles" in the sense of Article 4.1)

The vehicle must be manufactured, for the purpose of transporting passengers, and the passengers must be seated inside the trailer or semi-trailer.

- 5.25. In addition to the Conditions provided for in paragraphs 5.21 to 5.24, the following shall be applicable:

- The number of passengers and/or carrying capacity must not exceed the seating and/or carrying capacity as specified by the manufacturer.
- Children under 10 years of age, for the purpose of this Condition, shall be considered as half a person.
- Breach of these Conditions pertaining to the seating capacity shall be subject to application of Article 14.5(b).

- No cover shall be given in the event of a breach of the conditions pertaining to carrying capacity as stated herein.

c) *Persons on board excluded from cover*

- 5.26. Unless stated to the contrary in the Policy Schedule, non-fare-paying passengers shall be excluded from cover.
- 5.27. In respect of Article 5.26, the Insured may, if such need arises, insure his exposure to such risk by requesting for special insurance coverage, subject always to the Insurer's express agreement in writing.

4) *Limits of liability*

- 5.28. The limits of liability are specified in the insurance contract and/or insurance schedule.
- 5.29. The cost of lawsuit of an acquittance and other settlement charges are not deducted from the total limit of liability. Nevertheless, in case of condemnation to a higher amount the Insurer and the Insured will stand the cost, proportional to their relative part in the condemnation.

5) *Insurance certificate*

- 5.30. Within a period of 15 days following his application, the Policyholder can obtain an insurance certificate which the driver of the Insured Vehicle must, under penalty of fine, be ready to present in accordance with the Law.
- 5.31. On the delivery of the Insurance Certificate, the Insurer is not exempt from handing over, upon request, a separate receipt or tax invoice to the Policyholder.

Article 6: COVER "B": CIVIL LIABILITY OUTSIDE ROAD TRAFFIC

1) *Purpose of the cover*

- 6.1. The cover is applicable to liability pertaining to financial consequences the Insured may incur due to bodily injury and/or material damages incurred to third parties which do not occur at the time of circulation and resulting from the fact as cited in Cover "A".
- 6.2. However, damages caused by accessories and products serving the Insured Vehicle and those caused by the objects and substances carried therein or thereon are only covered as long as they are not a separate body or are part of the containing vehicle.

2) *Exclusions*

- 6.3. The Exclusions mentioned in paragraphs 5.4 to 5.18 are applicable to Cover "B".

3) *Limits of liability*

- 6.4. The limits of liability of the cover are specified in Articles 5.28 and 5.29.

Article 7: COVER "C": ALL ACCIDENTAL DAMAGES

1) *Purpose of the cover*

- 7.1. The cover is applicable to damages to the Insured Vehicle resulting from a collision with a stationary or mobile body or the overturning of the Insured Vehicle with reservation to the specific Exclusion under paragraph 7.19. The additional coverage specified within Articles

9 to 11 in respect of Plate Glass, Fire, and Theft are also incorporated within the scope of this cover, subject to the respective Exclusions and/or Conditions detailed therein.

- 7.2. The cover extends to damages incurred whilst in transit (including its loading and unloading) on land or waterway within Lao PDR.
- 7.3. This Insurance shall cover damages resultant from pneumatic tyres, consequently causing an accident and affecting other part(s) of the Insured Vehicle.
- 7.4. The Insurance covers all the component parts of the Insured Vehicle, including accessories, repair equipment and spare parts when these are to be delivered at the same time as the vehicle and without any additional cost for the considered model. However, when parts or accessories necessary for repairing the vehicle cannot be found locally or when they are from an outdated model, the pertaining indemnity for these parts or accessories shall not be higher than the latest price quoted by the local franchise holder.

The Insurer shall have the option to pay the cost of repairs on the Insured Vehicle or pay in cash the amount of the loss or damage to the Insured Vehicle or reinstate or replace the Insured Vehicle.

2) ***Exclusions***

The following are not covered:

- 7.5. Damages intentionally brought about by the Insured.
- 7.6. Damages incurred by the Insured Vehicle whilst driven by the Insured under the influence of alcohol or narcotics at the time of the accident.
This Exclusion shall not be applicable if there is sufficient evidence to prove that the accident was independent of the condition of the Insured and is applicable only to the driver in question.
- 7.7. Damages incurred by the Insured Vehicle whilst transporting inflammables, explosives, corrosives or fuel, which could have provoked or aggravated the accident. This Exclusion, however, shall not be applicable for the transportation of oil, petrol or gas if the load does not exceed 500 kilograms or 600 liters (including the motor fuel or gas required for the engine) or unless especially agreed.
- 7.8. Damages of any kind caused to the Insured Vehicle when requisitioned by the police, army, or by authorities.
- 7.9. Damages caused to the Insured Vehicle by goods or other objects transported therein or thereon.
- 7.10. Damages resulting from the loading or unloading of goods onto or from the Insured Vehicle.
- 7.11. Damages occurring during speed contests or other sports contests (or the trials thereof), even with prior government authorization as prescribed by the regulations in effect, for which the Insured participates in the contests as a competitor, organizer or agent acting on behalf thereof.
- 7.12. Damages provoked or aggravated by gunfire or instruments used for causing explosions using an atom nucleus structure modification or any nuclear fuel product or radioactive waste or by any other ionising radiation sources which exclusively engage the liability of the user of such nuclear installation.

- 7.13. Damages caused by the Insured Vehicle when transporting ionising radiation sources to be used outside a nuclear installation, as from that moment, the said sources would have provoked or caused an aggravation of damages.
- 7.14. Damages conditioned by acts of God, including but not limited to earthquakes, volcanic eruptions, tidal waves, flood, typhoons, hurricanes, tornados, cyclones. Damage to engine caused by water resulting from the insured riding into high water area is excluded.
- 7.15. Expenses incurred for relocating or hauling the Insured Vehicle to the nearest qualified workshop of repairs and other related garage expenses as a result of an accident involving the Insured Vehicle
Provided that the cost of these expenses shall not exceed 20% of the actual cost of repairs for which the Insurer is liable, and the Insurer's maximum liability shall not be exceeded by virtue of the provisions under this Article.
If in the event of any accident or breakdown, the vehicle is left unattended without proper precautions being taken to prevent further loss or damage or if the vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be excluded from cover.
- 7.16. Indirect damages such as deprivation of usage, lack of interest gained and depreciation in the condition of the vehicle.
- 7.17. Damages resulting from the consequence of a maintenance defect, wear and tear, imperfection or defect in the vehicle construction, unevenness of or bad ground conditions affecting the running of the Insured Vehicle and loss of accessory (ies) fitted within or onto the Insured Vehicle.
- 7.18. Damages arising whilst the Insured Vehicle is loaded beyond its designated seating and/or carrying capacity as specified by the manufacturer, regardless of whether this would have contributed to the damage or otherwise.
- 7.19. In the event of the overturning of the Insured Vehicle, the only damages covered are those directly resulting from shock due to said overturn.
- 7.20. Loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 7.21. Loss or damage occasioned by or through or in consequence directly or indirectly of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, munity, civil commotion assuming the proportion of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure de facto government by terrorism or any violent means.
- 7.22. The insurer shall not be liable to pay or pay any benefits hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolution or the

trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

3) *Basic of settlement*

7.23. This Insurance covers against each damage, up to the amount of the vehicle's monetary value on the day when the damage occurred, less any deduction for the deductible provided for in the Policy Schedule.

Article 8: COVER "D": DAMAGES RESULTING FROM COLLISION

1) *Purpose of the cover*

8.1. The cover is applicable to damages resulting from a collision taking place outside the garages, sheds or property occupied by the Insured, with any vehicle or animal or pedestrian, except when the Insured is the owner of the vehicle or the animal or the pedestrian concerned.

8.2. The Insurance covers all the component parts of the Insured Vehicle, including accessories, repair equipment and spare parts when these are to be delivered at the same time as the vehicle and without any additional cost for the considered model. However, when parts or accessories necessary for repairing the vehicle cannot be found locally or when they are from an outdated model, the pertaining indemnity for these parts or accessories shall not be higher than the latest price quoted by the local franchise holder.

The Insurer shall have the option to pay the cost of repairs on the Insured Vehicle or pay in cash the amount of the loss or damage to the Insured Vehicle or reinstate or replace the Insured Vehicle.

2) *Exclusions*

8.3. The Exclusions provided for in paragraphs 7.5 to 7.22 are applicable to the insurance Cover "D".

3) *Basic of settlement*

8.4. This Insurance covers against each damage, up to the amount of the vehicle's monetary value on the day when the damage occurred, less any deduction for the deductible provided for in the Policy Schedule.

Article 9: COVER "E": PLATE GLASS

1) *Purpose of the cover*

9.1. This Insurance cover is applicable to pay for the cost of reinstating any damaged glass in the windscreen, window, side-mirror and sunroof of the Insured Vehicle, whether resulting directly from an accident or otherwise.

2) *Exclusions*

9.2. The Exclusions provided for in paragraphs 7.5 to 7.22 are applicable to the insurance Cover "E".

5) *Basic of settlement*

9.3. The Insurance covers against each damage up to the amount of the replacing value of the plate glass, including equipment required their replacement and the cost of the repairs

Article 10: COVER "F": FIRE

1) *Purpose of the cover*

10.1. The Insurance cover is applicable to damages resulting from fire, lightning strikes, or explosion.

10.2. Damages caused by electrical apparatus are not covered unless these damages are resultant from the malfunctioning of the said apparatus.

10.3. The Insurance covers all the component parts of the Insured Vehicle, including accessories, repair equipment and spare parts when these are to be delivered at the same time as the vehicle and without any additional cost for the considered model. However, when parts or accessories necessary for repairing the vehicle cannot be found locally or when they are from an outdated model, the pertaining indemnity for these parts or accessories shall not be higher than the latest price quoted by the local franchise holder.

2) *Exclusions*

In addition to the Exclusions provided for in paragraphs 7.5 to 7.22, the following are excluded:

10.4. Damages caused by any explosives transported in or on the Insured Vehicle.

10.5. Damages which cannot be considered as resulting from a fire, especially burns produced by excessive heat without flames and accidents caused by smokers.

3) *Basic of settlement*

10.6. This Insurance covers against each damage, up to the amount of the vehicle's monetary value on the day when the damage occurred, less any deduction for the deductible provided for in the Policy Schedule.

Article 11: COVER "G": THEFT

1) *Purpose of the cover*

11.1. This Insurance cover is applicable to damages resulting from the disappearance or deterioration of the Insured Vehicle following a theft or attempted theft of the vehicle. With the Insurer's agreement, the expenses accounted for or moderately taken on by the Insured in order to recuperate his stolen vehicle are also covered.

11.2. The Insurance covers all the component parts of the Insured Vehicle, including accessories, repair equipment and spare parts when these are to be delivered at the same time as the vehicle and without any additional cost for the considered model. However, when parts or accessories necessary for repairing the vehicle cannot be found locally or when they are from an outdated model, the pertaining indemnity for these parts or accessories shall not be higher than the latest price quoted by the local franchise holder.

11.3. Nevertheless, theft of any components on the exterior of the Insured Vehicle is not covered, unless the theft should take place in the garage or shed, via a break in, use of skeleton keys, climbing over the wall or assault.

2) Exclusions

In addition to the Exclusions provided for in paragraphs 7.5 to 7.22, the following are excluded:

11.4. Thefts committed by the Insured's employees during their working hours.

11.5. Thefts committed by members of the Insured's family who live together with the Insured or with their connivance.

3) Basic of settlement

11.6. This Insurance covers against each damage, up to the amount of the vehicle's monetary value on the day when the theft occurred, less any deduction for the deductible provided for in the Policy Schedule.

Article 12: COVER "H": DEFENCE AND RECOURSE

Within the limits of indemnity per damage incident as determined in the Policy Schedule, and provided that the usage of the Insured Vehicle was in accordance to that specified in the Policy Schedule, the Insurer engages to:

12.1. provide for the expenses for the defence of the Insured before the courts as specified in paragraph 3.7(c), if the Insured is prosecuted for breach of law and regulations committed at the time of accident against which is covered by the present Policy; and

12.2. provide for the expenses for the financial repairs according to the fixed provisions in paragraphs 18.15 to 18.19 concerning:

- i. bodily injuries suffered by the Insured, as described in paragraph 3.7(c); and
- ii. physical damages caused to the Insured Vehicle along with the objects contained therein insofar as these are not covered by any other insurance.

12.3. The "recourse" cover is only at stake when these damages are brought about by any person other than the Insured, as specified in paragraph 3.7(c).

Article 13: COVER "I": DRIVER AND PASSENGERS

1) Purpose of the cover

13.1. In the context of this Contract Agreement, the Insurer shall provide financial compensation, the insurance and amount of which are stipulated in the Policy Schedule, pertaining to bodily injuries suffered by the Insured.

2) Exclusions

13.2. The Exclusions provided for in paragraphs 7.5 to 7.22.

13.3. In the event of death of the Insured resulting from the Insured's road traffic accident, incurred within 24 months following the date of the accident and which is covered by this Insurance, the Insurer shall pay the surviving spouse the capital sum insured specified in the Policy



Schedule, naming that his beneficiary or his entitled party for which the insurer shall have no involvement in the division of such payment. On his part, the Policyholder may nevertheless nominate a beneficiary.

- 13.4. In case the Insured becomes permanently disabled, whether total or partial, the Insurer provides a capital payment according to the disability rate determined in accordance with the scale in Annex 02. The maximum payment, which is determined by the Policy Schedule, may be reduced in proportion to the infirmity.

This compensation may be called for only after a final recognition of the injuries.

Nevertheless, when the consequences of an accident become more serious as a result of negligence on the part of the Insured or from an empiric medical treatment, the compensation will be calculated according to the effect that the accident would have incurred on a person with a clean bill of health, subjected to a rational medical treatment.

- 13.5. **Non-accumulation of "Death" compensation with "Disability" compensation**

The total compensation already paid for each covered accident with regard to permanent disability shall be deducted from the capital sum insured to be paid out in the event of death. On no account should the Insurer be liable for the consequences of an accident already settled on the basis of this present Contract Agreement and for which a formal receipt will have been given out to him.

- 13.6. **Medical expenses**

a) ***Nature of damages covered, upon documentary evidence***

If the "medical expenses" cover is subscribed, the Insurer reimburses, to the extent of the sum indicated in the Policy Schedule, the cost of the medicine, pharmaceuticals, medical examinations, orthopedics and functional rehabilitation, and dental cares and prosthesis resulting from the covered road traffic accident.

b) ***Repayment transactions***

The compensation to be paid to the Insured shall not exceed the expenses actually incurred and shall not be more than the Sum Insured.

SECTION III: POLICYHOLDER'S AND INSURER'S LIABILITY
INFORMATION ON THE RISK

Article 14: POLICYHOLDER'S DECLARATION UPON UNDERWRITING AND DURING THE CONTRACT AGREEMENT IMPLEMENTATION, SANCTIONS

1) *Upon underwriting of the Contract Agreement*

14.1. The Contract Agreement is established according to the Policyholder's declaration and the Premium is determined accordingly. The Subscriber shall, under penalty of sanctions provided 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 Contract Agreement implementation*

14.2. The Policyholder, or failing that the Insured, shall declare to the Insurer by registered letter, all modifications affecting:

- i. 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); and
 - any transformation and/or modification affecting the performance of the Insured Vehicle.
- ii. the use of Insured Vehicle, even in case of temporary modification.
- iii. for any new customary driver: the sex, age, date of their driving license.

14.3. This declaration shall be completed prior to the modification if the latter results from the act of the Policyholder or the Insured and in other cases, within eight days from the moment when one or the other is aware of it.

14.4. When this modification constitutes an aggravation such that, if the new state of affairs had existed at the time of the Contract Agreement underwriting, the Insurer would not have contracted or would only have done so by means of a higher Premium, the declaration shall be made under penalty of sanctions described hereinafter, and by virtue of the Provisions stated in the Law, the Insurer may either terminate the Contract Agreement by means of a prior notice of ten days, or propose a new Premium.

In case of refusal of the new Premium by the Policyholder, the Insurer may terminate the Contract Agreement by means of a prior notice of ten days.

3) *Sanctions*

14.5. Any concealment, intentional false declaration, omission or inaccuracy in the circumstances or aggravations above-mentioned is sanctioned, regardless whether these having any direct or indirect influence upon the accident, in the following cases:

- a. by contract nullification, in case of dishonesty on the part of the Policyholder or the Insured, or their representatives.

- b. by a proportional reduction of the damage indemnity from the Premium paid against the Premium which would have been due if the declaration of risk had been accurate and complete, in the case where the Policyholder or the Insured is able to prove their apparent lack of dishonest intentions, but declaration of risks had nonetheless not been accurate or complete.

The rate taken as basis of the reduction is, according to the case, either that applicable at the time of the Contract Agreement underwriting, or on the day of the risk aggravation or if this day cannot be determined, at the last falling due preceding the damage.

4) Other insurance

- 14.6. If the risks covered by this Contract Agreement are covered by any other insurance, the Policyholder shall declare the fact to the Insurer in writing.
- 14.7. In case of accident, the Provisions in paragraph 18.18 shall apply.

PREMIUMS

Article 15: PREMIUM PAYMENTS BY THE POLICYHOLDER, CONSEQUENCES OF DELAY IN PAYMENT, TAXES

- 15.1. Premium shall be paid by the Policyholder to the Insurer in one or more than one installment according to the payment term in the insurance contract and/or insurance certificate. In case of not specifically mentioned in insurance contract and/or insurance certificate, the due of payment is regarded as the commencement of period of insurance"
- 15.2. In any case, the premium is not paid or paid in full when it is due and the parties have no written agreement on extension of payment term, this insurance policy shall automatically be terminated on the next final day of the payment term of the due installment.
- 15.3. In case a damage occurs while the insurance policy is effective and the premium not due, the Policyholder shall pay the entire outstanding premium hereof to the Insurer within 15 (fifteen) days from the date of damage occurrence before the Insurer considers any indemnity.
- 15.4. In case the Policyholder pays premium and requests continuation of insurance for its vehicles after this insurance policy is terminated according to the item 15.2 of this Article, the validity of this insurance policy shall be reinstated automatically from the day of payment. The Insurer, however, shall not pay for any damages occurring from the earlier automatic termination hereof to the Insurer's full payment of premium according to the provisions hereof and request for reinstatement of the insurance policy.

Article 16: PREMIUM MODIFICATION

- 16.1. Should the Insurer modifies the rates applicable to the risks covered by the present Contract Agreement, the Premium is modified in the same proportion on any payment date which follows this modification.
- 16.2. In case of an increase in the Premium, the Policyholder will have the right to revoke the Contract Agreement within fifteen days following the day on which he becomes aware of the increase.

- 16.3. The revocation will take effect one month after the receipt of a registered letter or after the notification against acknowledgement of the letter; thereafter the Policyholder will be liable for a Premium fraction calculated according to the preceding Premium on the basis of the time elapsed between the latest day of payment and the day when the revocation comes into effect.

ACCIDENTS

Article 17: DECLARATION OF THE ACCIDENT BY THE POLICYHOLDER

17.1. In case of accident, the Policyholder, or failing that the Insured, shall:

- a. give notice of the accident to the Insurer, under penalty of forfeiture, except under extreme situations or circumstances, as soon as he becomes aware of the accident, and at the latest within five days after the occurrence of the accident. Preferably notice of the accident shall be given via a registered letter or verbally against acknowledgement of receipt.

Should such accident be classified as theft, notification to the Insurer must be made within 36 hours after the theft took place.

- b. forward a conciliatory certified report along with the declaration of claim or when impossible, a later declaration made as soon as possible, bearing mention of the nature and circumstances of accident, its presumed or known causes, and when necessary, the name and address of the driver at the time of accident, the persons injured and the eyewitnesses, if possible.
- c. forward to the Insurer, upon receipt of any notices, letters, summons, appointment, extra-judiciary acts and procedure documents which would be sent, delivered or meant for himself or his agents, concerning the accident putting the Contract Agreement at stake.

No negotiation, admission or repudiation of any claim may be entered into, without the Insurer's prior written consent. The Insurer shall have full discretion in the conduct, defence and/or settlement of any claim.

- d. in case of damage caused to the Insured Vehicle (Covers C to G), inform the Insurer of the place where these damages can be verified, without proceeding with or undertaking any repairs prior to verification by the Insurer. This obligation terminates if verification has not taken place within fifteen days from the day when the Insurer was informed of the accident, after which the Insured may send a bill to the Insurer justifying the expenses incurred.
- e. in case of accident suffered whilst the Insured Vehicle is being transported, the Insured shall send a notice of exception to the carrier and all concerned parties via registered mail, as well as extending such notification to the Insurer in the form of a registered letter within 3 days, for the pursuit of recovery against the parties liable.
- f. in case of theft of the Insured Vehicle, immediately inform the local police and the office where the Certificate of Registration was issued. If the vehicle is recovered, the Insured must notify the Insurer within eight days, and if so requested by the Insurer, to lodge a complaint to the prosecution department.

- 17.2. Failure on the part of the Policyholder or the Insured to comply with the obligations provided for in paragraphs 17.1(a) to 17.1(f), except for accidental case or force majeure, the Insurer has the absolute right to reduce his indemnity payment in proportion to the damages brought about by that failure.
- 17.3. When an accident gives rise to the death of the Policyholder or the Insured, it is the duty of the rightful claimant of one or the other, once he is aware of the said accident, to notify the Insurer according to the timeframe and form mentioned in 17.1(a) and to generally comply with various obligations above-mentioned, with reservation on the part of the Insurer to reduce the indemnity payment proportional to the damage caused by that failure, except for mere chance or force majeure.
- 17.4. Should the Policyholder or the Insured or the entitled party of one or the other make a false declaration on the nature, causes, events and/or consequences of the accident, he/she would have entirely forfeited his/her rights to claim against that accident.

Article 18: ACCIDENT SETTLEMENT

1) *Provisions applicable to Civil Liability cover*

18.1. In case of an inquiry into question pertaining to the liability covered by this Contract Agreement, the Insurer has the right, within the limits of this Insurance, to the following proceedings:

- Before public or administrative jurisdictions: the option to assume the defence of the Insured in directing a lawsuit or exercise any remedy at law.
- Before penal jurisdictions: with the Insured's prior approval, the option of directing the penal defence of or joint defence of the Insured, when the victim is not liable for the accident. In the absence of an approval by the Insured, the Insurer may nonetheless assume defence of the Insured's civil interest.

The Insurer may make appeals on behalf of the Insured, including the petition at the Supreme Court when the Insured's penal interest is not involved; otherwise he must acquire the prior agreement of the Insured.

- 18.2. Only the Insurer, within the limits of this cover, has the right to come to terms with the injured persons or their entitled parties.
- 18.3. Any liability recognition, any transaction with persons other than the Insurer shall not be binding on the Insurer. Such acts of liability recognition or acknowledgement of material facts, if performed, shall be construed solely as assistance towards the victims in the manner for which every person has the legal or moral duty to accomplish.

2) *Provisions applicable to Damages to the Insured Vehicle*

a. *Damage assessment, expert evaluation*

- 18.4. If the extent of damages cannot be determined by mutual consent, a conciliatory survey shall be called for, subject to the respective rights of the parties. Each of the parties selects one assessor; should the assessors thus nominated not be in agreement, a third assessor may be called upon. The three assessors shall work together by means of majority of vote.

- 18.5. Failure of one of the parties to nominate its assessor, or of the two assessors in agreeing on the extent of damage or in selecting the third assessor, the presiding judge of the people's tribunal shall carry out the nomination with the scope of the accident occurrence. This nomination takes place upon a simple request of the most active party.
- 18.6. Each party is liable for the costs and fees for his assessor, and should the case arise, half of the cost and fees for the third assessor.

b. Indemnity determination

- 18.7. Without being detrimental to the Provisions in paragraphs 14.1 to 14.7 regarding the declarations to be made by the Policyholder at the time of underwriting and during implementation of the Contract Agreement, the repayment of an indemnity, owed by the Insurer will correspond to:
- when the Insured Vehicle is entirely destroyed or out of use or stolen: the monetary value of the said vehicle on the day of the accident, with appropriate deductions to be made in consideration for salvage and/or any expenses incurred in locating or recovering the stolen vehicle, if any.
 - when the damages are partial: the cost of repair or replacement of deteriorating component parts within the limits of the monetary value of the Insured Vehicle on the day of the accident.
- 18.8. This indemnity is based on the assessment provided for in paragraphs 18.6 to 18.8. It may not, in any case, be higher than the Sum Insured as specified in the Policy Schedule.
- 18.9. If the Sum Insured is less than the market value of the Insured Vehicle, the Insured will not receive full compensation for the damage to the Insured Vehicle in the unfortunate event of an accident. The maximum amount payable by the Company shall be determined in accordance with the following formula:

$$\text{Maximum amount payable by the Company} = \frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Value of loss / damage}$$

- 18.10. All deductibles as specified in the Policy Schedule, if any, will be deducted from the final indemnity amount.

c. Settlement of Indemnity

- 18.11. The Policyholder, owner of the Insured Vehicle or any other persons having his express agreement will be directly indemnified by the Insurer upon presentation of the invoice.

3) Provisions applicable to Defence and Recourse cover

a. Defence

18.12. The Insurer takes in hand the defence of the Insured in the presence of the criminal courts or a committee in charge of withdrawing driving licenses, to which the Insured would be summoned following the occurrence of an accident caused by the Insured Vehicle.

b. Recourse

18.13. The Insurer agrees to enter into negotiations with or to prosecute in court any third parties held liable for the accident, in pursuit of recovering financial compensation for bodily injuries and/or material damages incurred to the Insured.

18.14. In these two cases the Insurer pays for the cost and fees for the investigation, expert and attorney, and the cost of lawsuit, but not for the additional fine and cost of the lawsuit.

18.15. The amount of the claim for damages is determined by an agreement between the Insured and the Insurer, who reserves the right not to prosecute the third party or to terminate the proceedings when he considers the claim untenable or the lawsuit destined for failure and also when he deems the defendant's transaction offers reasonable.

18.16. Any contradictions relating to paragraph 18.13 shall be resolved by arbitration. An independent arbitrator shall be nominated by common consent or, failing that, by the presiding judge of the local court where the Insured resides. Each of the parties' accounts for half of the arbitrator's fees.

18.17. Should, despite the arbitrator's inferable notice, the Insured plead on his own accord and gets a more favorable outcome than that of the arbitrator, the Insurer shall repay him, upon documentary evidence and within the time limit prescribed by the Special Conditions, the expenditures accounted by him and which were not recoverable from the opponent.

4) Common provisions relating to other insurance

18.18. Should there be any other existing insurance covering the same loss, damage or liability, the Insurer shall only pay the rateable proportion of any loss, damage, compensation, costs or expenses.

Article 19: DELAY OF INDEMNITY PAYMENT

19.1. The Insurer must present an indemnity offer within six months from the day of accident. In the event of the victim's death, this timeframe is reduced to 30 days.

Theft

19.2. In case of theft, the payment may only be demanded for by the Insured after a period of 30 days following the declaration of the theft.

When the Insured Vehicle is recovered after the theft, the proceedings for indemnity shall comply with the following rules:

- a. When the vehicle is recovered prior to the end of the period of 30 days above-mentioned: The Insured is bound by the Contract Agreement to take back the stolen vehicle, whereas the Insurer only pays for the cost for the damages and other specified expenses.

- b. When the vehicle is recovered prior to indemnity payment but by the end of the period of thirty days following the declaration of the theft: if upon the Insured's inquiry for an indemnity, the payment of which has not been executed by the Insurer, the Insured may either take back the vehicle in conformity with the previous paragraph 19.2(a), or leave the vehicle to the Insurer who shall pay the Insured the whole Sum Insured in respect of Cover "G" – Theft.
- c. When the stolen vehicle is recovered after the indemnity payment, the Insured may, within 30 days following the day when he becomes aware of the recovery, decide to take the vehicle back by means of indemnity repayment, with a deductible of a sum corresponding to the cost of damages and other specified expenses.

Article 20: SUBROGATION AND CLAIMS AFTER ACCIDENTS

- 20.1. The Insurer is subrogated up to the amount of an indemnity paid by him, in the rights and actions of the Insured, against any person liable for the accident.
The Insurer may not, however, put in any claim against the ancestors and descendants, direct relatives, employees or any person usually living at the Insured's residence, except in case of malevolence committed by one of these persons.
- 20.2. Should subrogation be no longer exercisable by the Insurer, due to an act or omission of act by the Policyholder and/or the Insured and/or their representatives, the cover may be terminated even when the subrogation could have been exercised.

SECTION IV: PROVISIONS RELATING TO THE CONTRACT AGREEMENT

Article 21: ESTABLISHMENT AND ENFORCEMENT OF THE CONTRACT AGREEMENT

- 21.1. An Insurance proposal is not a contract agreement between the parties. The Insurance Policy Schedule and/or a cover note shall constitute evidence of the contract agreement.
- 21.2. The insurance Contract Agreement is completed after being duly signed by both parties concerned.
The Contract shall commence from the Inception Date and Time and remain in force until the Expiry Date, as specified in the Policy Schedule.
- 21.3. The same Provisions apply to any modifications or additional clauses of the Contract.

Article 22: CONTRACT DURATION

- 22.1. The Contract Agreement expires according to the duration stipulated in the Policy Schedule.
- 22.2. The Insurer shall not be bound to accept any renewal and it shall not be incumbent on the Insurer to provide notice for renewal of this Policy nor any subsequent renewals, and the Insurer shall not be liable for losses which occur after the expiry of this Policy.

Article 23: CONTRACT REVOCATION

The Contract may be revoked prior to its normal expiry date under the following circumstances:

- 23.1. By the Policyholder or the Insurer

- a. In case of transfer of the Insured Vehicle.
 - b. In case of occurrence of one of the following events: change of residence, change of marital status, change of the type of ante nuptial settlement, change of profession, retirement or definite termination of professional activity, concerning the Policyholder or Insured.
- 23.2. By the Inheritor or the Insurer
- In case of transfer of ownership of the Insured Vehicle as a result of death of the Policyholder or the owner of the Insured Vehicle.
- 23.3. By the Insurer
- a. In case of non-payment of Premium.
 - b. In case of risk aggravation.
 - c. In case of omission or inaccuracy in the risk declaration at the time of underwriting or during enforcement of the Contract.
 - d. In case of revocation by the Policyholder of another contract between the Policyholder and the Insurer after an accident.
 - e. In case of liquidation or insolvency of the Policyholder by judiciary regulation.
- 23.4. By the Policyholder
- a. In case of disappearance or aggravation of a case stated in the Insurance policy, where the Insurer does not agree to the reduction of the corresponding Premium.
 - b. In case of cessation of commerce or dissolution of the Insurer.
 - c. In case of revocation by the Insurer of another contract between the Policyholder and the Insurer after an accident.
 - d. In case of Premium modification according to the Provisions in Article 16 of this Contract.
- 23.5. By the Policyholder's mass of creditors
- In case of liquidation or insolvency of the Policyholder by judiciary regulation.
- 23.6. By right
- a. In case of total loss of the Insured Vehicle as a consequence of a non-covered risk.
 - b. In case of transfer of the Insured Vehicle.
 - c. In case of withdrawal of the Insurer's acceptance.
 - d. In case of requisition of the Insured Vehicle by the authorities in conformity with the regulations provided for by the law in force.
- 23.7. In case of Contract revocation during an Insurance period, the Policyholder shall not be liable to pay for the Premium fraction relating to the portion of the period subsequent to the revocation. Should this Premium fraction be paid in advance, the prorated Premium shall be refunded to the Policyholder.

23.8. The Policyholder or the inheritor has the right to revoke the Contract as he thinks suitable, either by a registered letter or by notification against acknowledgement at the Insurer's head office or at the agent office of which the Contract is dependant, or by an extra-judiciary act. Should the Insurer revoke the Contract, he shall notify the Policyholder by means of a registered letter.

23.9. Under revocation circumstances provided for in:

Article 23.3(a) – Revocation in case of non-payment of the Premium;

Article 23.4(d) – Revocation by the Policyholder upon modification of the Premium by the Insurer,

the timeframe stipulated under these notices shall commence from the day of dispatching the notification.

23.10. Under all other revocation circumstances provided above, the revocation shall take effect 30 days from the date of notification being sent from the party requesting for such revocation, or an earlier date if so agreed in writing by the counterparty.

Article 24: TRANSFER OF VEHICLE OWNERSHIP

1) *Death of the Policyholder*

24.1. In the event of the death of the Policyholder, the Insurance shall, by default, be assigned to the person who inherits the vehicle. In case of revocation of the Contract Agreement by the inheritor, the latter shall pay the Insurer an amount equal to the Premium fraction relating to the period prior to the revocation.

2) *Vehicle transfer*

24.2. In case of transfer of the vehicle, the Contract shall, by default, be revoked.

24.3. The Policyholder or the Insured shall inform the Insurer of the date of transfer by means of a registered letter or direct written notification to the Insurer.

Article 25: REGULATIONS

25.1. All acts resulting from this present Contract are prescribed for three years, in conformity with the provisions in the Law, from the date of the event giving rise to them.

Article 26: JURISDICTION

26.1. The court which has the jurisdiction to settle the dispute between the Insured and the Insurer is the local court where the Insured resides.

For property damage insurance, it is the court where the property is situated.

For accident insurance, it is the court where the accident occurred.

SECTION V: ANNEXES

ANNEX 01: NOTION OF NO-FAULT LIABILITY

This present Annex covers the civil liability of physical or moral persons using a motored land vehicle as well as trailers and semi-trailers.

The notion of no-fault liability will be applicable when the Insured is not liable and covers bodily injuries only. The Insurer ensures the payment to the victim according to the actual damage but not exceeding the amount prescribed by the schedule below.

Coverage	Amount (Kip)
Bodily injury, <i>maximum per accident</i>	10,000,000
➤ Death or total permanent disability, <i>maximum per victim</i>	3,000,000
➤ Medical expenses, <i>maximum per victim</i> (including contractual indemnity for hospitalization exceeding 24 hours)	1,800,000 100,000

If so desired by the Insured, he/she may offer additional amounts to the victim beyond these limits, for which the difference shall be borne by himself/herself.

ANNEX 02: DISABILITY RATE

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

Type of disability	Right	Left
Total loss of arm, hand	60%	50%
-"- 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%

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Type of disability		Right		Left
-“-	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, 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 the permanent total disability.

NOTICE TO POLICYHOLDER

Please examine the Insurance Policy to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Policy, Schedule and any Endorsements attached therein be read thoroughly.