ที่ ทล.11/2564

20 พฤษภาคม 2564

เรื่อง แจ้งผลการพิจารณาแบบและข้อความกรมธรรม์ประกันภัยความรับผิดของผู้ให้บริการโลจิสติกส์ เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ

เรียน กรรมการผู้จัดการ

อ้างถึง หนังสือสมาคมประกันวินาศภัยไทย ที่ คปภ.25/2564 ลงวันที่ 9 กุมภาพันธ์ 2564

สิ่งที่ส่งมาด้วย สำเนาหนังสือคปภ. ที่ 4213/1018 ลงวันที่ 22 มีนาคม 2564

ตามที่คณะกรรมการประกันภัยทางทะเลและโลจิสติกส์ ได้ยื่นขอรับความเห็นชอบกรมธรรม์ประกันภัยความรับผิดของผู้ให้บริการโลจิสติกส์ เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย **ฉบับภาษาอังกฤษ** ไปยังนายทะเบียนและได้รับความเห็นชอบเรียบร้อยแล้ว ความละเอียดตามหนังสือที่อ้างถึง เพื่อให้แบบและข้อความดังกล่าวเป็นมาตรฐานที่สามารถใช้ได้เป็นสากลทั่วโลก เหมาะสมและสอดคล้องกับการดำเนินการของภาคธุรกิจของผู้ให้บริการโลจิสติกส์ รวมทั้งเพื่อรองรับการเป็นประชาคมเศรษฐกิจอาเซียน หรือ AEC รวมถึงโครงการเขตพัฒนาพิเศษภาคตะวันออก หรือ EEC ในอนาคตอันใกล้

ในการนี้ คณะกรรมการฯ ได้รวบรวมใบคำขอรับความเห็นชอบ และยื่นขอรับความเห็นชอบจากนายทะเบียนในนามบริษัทสมาชิกจำนวน 35 บริษัท ซึ่งนายทะเบียนได้ให้ความเห็นชอบในแบบและข้อความดังกล่าวแล้ว เมื่อวันที่ 22 มีนาคม 2564 ดังนั้น จึงขอแจ้งพร้อมทั้งนำส่งแบบและข้อความกรมธรรม์ประกันภัยความรับผิดของผู้ให้บริการโลจิสติกส์ เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ ความละเอียดตามสิ่งที่ส่งมาด้วย มายังท่าน

จึงเรียนมาเพื่อโปรดทราบ

ขอแสดงความนับถือ

(นายอรรณพ พรธิติ)
ประธานคณะกรรมการประกันภัยทางทะเลและโลจิสติกส์

ฝ่ายวิชาการประกันภัย
โทรศัพท์: 0 2108-8399 ต่อ 1203 ,1208

25 ซอยสุขุมวิท 64/1 ถนนสุขุมวิท แขวงพระโขนงใต้ เขตพระโขนง กรุงเทพฯ 10260
25 Soi Sukhumvit 64/1, Sukhumvit Road, Phra Khanong Tai, Phra Khanong, Bangkok 10260, Thailand
+66 2108 8399 +66 2108 8398
general@tgia.org www.tgia.org

คปภ.
สำนักงานคณะกรรมการกำกับและส่งเสริมการประกอบธุรกิจประกันภัย(คปภ.)

ที่ ๔๒๑๓ / ๑๐๑๗

๒๖ มีนาคม ๒๕๖๔

เรื่อง ขอความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย Logistics Service Provider's Liability Policy เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ ของบริษัทประกันภัย จำนวน ๓๕ บริษัท

เรียน นายกสมาคมประกันวินาศภัยไทย

อ้างถึง ๑. หนังสือสมาคมประกันวินาศภัยไทย ที่ คปภ. ๐๘๓/๒๕๖๓ ลงวันที่ ๑ กรกฎาคม ๒๕๖๓
๒. หนังสือสมาคมประกันวินาศภัยไทย ที่ คปภ. ๒๕/๒๕๖๔ ลงวันที่ ๙ กุมภาพันธ์ ๒๕๖๔

สิ่งที่ส่งมาด้วย แบบและข้อความกรมธรรม์ประกันภัย Logistics Service Provider's Liability Policy เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ ของบริษัทประกันภัย จำนวน ๓๕ บริษัท จำนวน ๑๕ แผ่น

ตามหนังสือที่อ้างถึง คณะกรรมการประกันภัยทางทะเลและโลจิสติกส์ สมาคมประกันวินาศภัยไทย ได้ยื่นขอความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย Logistics Service Provider's Liability Policy เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ ของบริษัทประกันภัย จำนวน ๓๕ บริษัท ดังความละเอียดแจ้งแล้ว นั้น

บัดนี้ นายทะเบียนได้ให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย Logistics Service Provider's Liability Policy เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย ฉบับภาษาอังกฤษ ดังกล่าว สำหรับบริษัทประกันภัย จำนวน ๓๕ บริษัทแล้วเมื่อวันที่ ๑๒ มีนาคม ๒๕๖๔ ดังมีรายละเอียดตามสิ่งที่ส่งมาด้วย

จึงเรียนมาเพื่อโปรดทราบ และโปรดแจ้งให้บริษัทสมาชิกทราบต่อไป

ขอแสดงความนับถือ

อาภากร ปานเลิศ

(นายอาภากร ปานเลิศ)
ผู้ช่วยเลขาธิการ สายกำกับผลิตภัณฑ์ประกันภัย

สายกำกับผลิตภัณฑ์ประกันภัย
โทร. ๐๒-๕๑๕-๓๙๙๙ ต่อ ๔๒๐๓
โทรสาร ๐๒-๕๑๕-๓๙๘๓

แบบและข้อความกรมธรรม์ประกันภัย Logistics Service Provider's Liability Policy
เอกสารแนบท้ายขยายความคุ้มครอง และอัตราเบี้ยประกันภัย
ฉบับภาษาอังกฤษ ของบริษัทประกันภัย จำนวน ๓๕ บริษัท

๑. บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
๒. บริษัท คิง ไว ประกันภัย จำกัด (มหาชน)
๓. บริษัท จรัญประกันภัย จำกัด (มหาชน)
๔. บริษัท เจนเนอราลี่ ประกันภัย (ไทยแลนด์) จำกัด (มหาชน)
๕. บริษัท ชับบ์สามัคคีประกันภัย จำกัด (มหาชน)
๖. บริษัท คุ้มภัยโตเกียวมารีนประกันภัย (ประเทศไทย) จำกัด (มหาชน)
๗. บริษัท ทิพยประกันภัย จำกัด (มหาชน)
๘. บริษัท เทเวศประกันภัย จำกัด (มหาชน)
๙. บริษัท ไทยพัฒนาประกันภัย จำกัด (มหาชน)
๑๐. บริษัท ไทยศรีประกันภัย จำกัด (มหาชน)
๑๑. บริษัท นวกิจประกันภัย จำกัด (มหาชน)
๑๒. บริษัท นำสินประกันภัย จำกัด (มหาชน)
๑๓. บริษัท นิวแฮมพ์เชอร์ อินชัวรันส์ สาขาประเทศไทย
๑๔. บริษัท บางกอกสหประกันภัย จำกัด (มหาชน)
๑๕. บริษัท ประกันภัยไทยวิวัฒน์ จำกัด (มหาชน)
๑๖. บริษัท พุทธธรรมประกันภัย จำกัด (มหาชน)
๑๗. บริษัท ฟอลคอนประกันภัย จำกัด (มหาชน)
๑๘. บริษัท มิตซุย สุมิโตโม อินชัวรันซ์ จำกัด (สาขาประเทศไทย)
๑๙. บริษัท มิตรแท้ประกันภัย จำกัด (มหาชน)
๒๐. บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)
๒๑. บริษัท วิริยะประกันภัย จำกัด (มหาชน)
๒๒. บริษัท ซมโปะประกันภัย (ประเทศไทย) จำกัด (มหาชน)
๒๓. บริษัท สหมงคลประกันภัย จำกัด (มหาชน)
๒๔. บริษัท สินทรัพย์ประกันภัย จำกัด (มหาชน)
๒๕. บริษัท สินมั่นคงประกันภัย จำกัด (มหาชน)
๒๖. บริษัท อลิอันซ์ อยุธยา ประกันภัย จำกัด (มหาชน)
๒๗. บริษัท อาคเนย์ประกันภัย จำกัด (มหาชน)
๒๘. บริษัท อินทรประกันภัย จำกัด (มหาชน)
๒๙. บริษัท เอฟพีจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)
๓๐. บริษัท เอซ ไอเอ็นเอ โอเวอร์ซีส์ อินชัวรันซ์ จำกัด
๓๑. บริษัท เอ็ม เอส ไอ จี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)
๓๒. บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)
๓๓. บริษัท แอกซ่าประกันภัย จำกัด (มหาชน)
๓๔. บริษัท แอลเอ็มจีประกันภัย จำกัด (มหาชน)
๓๕. บริษัท ไอโออิ กรุงเทพประกันภัย จำกัด (มหาชน)

ได้รับความเห็นชอบเมื่อวันที่ ๑๒ มีนาคม ๒๕๖๔

(นายชูฉัตร ประมูลผล)
รองเลขาธิการ ด้านกำกับ
ปฏิบัติหน้าที่แทนนายทะเบียน

Name – Address of Company

Logistics Service Provider's Liability Policy

Policy Schedule		
Assured: Name Address and E-mail		
Place of Storage:		
Period of Insurance: Commencing from .... at..............hours, expiring on .... at 16.30 hours Territory: Thailand		
List of Limits of Liability (both items 1 and 2 must be insured)	Limit of Liability (percentage or amount)	Deductible (percentage or amount)
Item 1. Limits of Liability per any one accident for Goods in transit 1.1 Loss of or damage to Goods 1.2 Delay in Delivery Aggregate Limit of Liability	....	....
Item 2. Limits of Liability for Goods within the following place during Period of Insurance 2.1 Place of Storage as stated in the Policy Schedule 2.2 Place of Temporary Storage Aggregate Limit of Liability	....	....

Attachments or Endorsements or Warranties at the time of issuing Policy ☐ None ☐ Yes .... items, namely

....

Premium for Chapter 2 Clause 1	Premium for Chapter 2 Clause 2	Total Premium Amount	Stamp Duty	Value Added Tax	Total
Bht.	Bht.	Bht.	Bht.	Bht.	Bht.

☐ Direct Insurance ☐ Agent ☐ Broker .... Licence No. ....

Date of insurance contract.. Date of issuing Policy..

IN WITNESS OF the insurance under conditions, exclusions, terms, attachments, special clauses, warranties and policy endorsements as appeared in this Policy, the Company by its authorized persons hereby subscribe their names and affix the common seal at the office of the Company.

....	....	....
Director	Director	Authorized Signature

Name - Address of Company

Logistics Service Provider's Liability Policy

คปภ

Chapter 1. Definitions

Any terms and description specifically defined by this Chapter shall bear the same meaning wherever they may appear in this Policy, unless otherwise stated in this Policy.

"Policy" includes insurance proposal, schedule, conditions, exclusions, terms, attachments, special clauses, warranties and policy endorsements which are deemed part of this insurance contract.

"Company" means the Insurer under this Policy.

"Assured" means the person or juristic person stated as Assured in the Schedule.

"Logistics" means transportation of Goods and operations at Place of Storage or Place of Temporary Storage (if any) particularly stated under Chapter 2 Clause 1 and Clause 2 and other hire of work operations in accordance with attachment LSP. 1 (if additionally insured)

"Logistics Contract" means the contract whereby the Assured undertakes to perform the Logistics.

"Limits of Liability" means the limit of liability in accordance with the List of Limits of Liability specified in the Schedule.

"Aggregate Limit of Liability" means the maximum sum for indemnity as separately specified in Items 1 and 2 of the Schedule which still remains after every deduction of indemnity amount including defence cost paid by the Company or to which the Company has agreed in writing to pay pursuant to this Policy (if any) during the Period of Insurance unless otherwise agreed in writing.

"Limits of Liability per any one Accident" means the maximum sum for indemnity per any one accident for loss of or damage to Goods in transit and delay in delivery. The Aggregate Limit of Liability in respect of Item 1 as specified in the Schedule shall be deducted by every amount of indemnity already paid by the Company or agreed in writing to pay by the Company.

"Deductible" means the amount or percentage of loss of, damage to or delay in delivery for each Item as specified in the Schedule, whichever is higher, shall be applied as deductible for which the Assured is responsible each and every time in accordance with conditions of the Policy.

"Carrying Conveyance" means the conveyance which is used for carriage and owned by or in the possession of or supplied by the Assured as per the contract or any evidence in writing, and used for service under Logistics Contract.

"Place of Storage" means the place owned by the Assured or other person which the Assured is entitled to use under the contract evidenced in writing for storage or operation under Logistics

Contract as specified in the Schedule, excluding bonded warehouse of government or the entity which is not operated by the Assured.

"Place of Temporary Storage" means the place other than the Place of Storage as specified in the Schedule but the Assured has notified the Company in writing after issuing the Policy and the Company has granted consent in writing or in case the Company has not declined in writing within 24 hours from receipt of the notice from the Assured, it is deemed that the Company has consented thereto. However, such consent shall be particularly and individually valid and the period that this Policy shall cover for such particular and individual consent shall not exceed the period as specified in Chapter 2 Clause 2 in respect of the Place of Temporary Storage, provided that the notice is to be made not less than 24 hours prior to loss or damage and all such Place of Temporary Storage shall be within the Territory.

"Goods" means all kinds of movable property, which the Assured undertakes to deal with and is exposed to the risk of liability under Logistics Contract, and they are not excluded under the Policy.

"Territory" means Thailand unless otherwise extended by specifying in the Schedule or attachments.

"In Writing" includes electronics statement.

Chapter 2. Cover

Subject to Exclusions in Chapter 3 and General Conditions in Chapter 4, terms, conditions, warranties, attachments and endorsements (if any), the Limits of Liability and Aggregate Limit of Liability stated in the Schedule, the insurance under this Policy shall cover legal liability of the Assured to Goods which occurred within the Period of Insurance and arose from operations or services under Logistics Contract within Territory. The cover for legal liability and services under Logistics Contract shall be limited only to the cover as specified in Clause 1 and Clause 2 of this Chapter and attachments for extending cover (if any) as follows:

Clause 1. Loss of, damage to or delay in delivery of Goods in transit and by Carrying Conveyance from the time the Assured has received Goods in his possession until completion of delivery but excluding the operations under Clause 2 of this Chapter.

Clause 2. Loss of, damage to Goods from the following operations at Place of Storage or Place of Temporary Storage (if any) which shall occur within the period of 60 days in case of Place of Storage or 7 days in case of Place of Temporary Storage counting from the time the Goods are brought in the said place or within the longer period which the Company has agreed to extend in writing prior to the expiry of such period. The Company shall be entitled to charge additional premium as agreed;

2.1 Operation of storage or deposit.

2.2 Stuffing or packaging of Goods but not including the undertaking to take the Goods into manufacturing or assembling process for new product unless it is an additional hire of work as per sub-clause 2.4

2.3 Unstuffing of Goods from container or unloading of Goods from Carrying Conveyance, stuffing or consolidating of Goods in container or loading of Goods onto Carrying Conveyance, and

2.4 Other hire of work as per attachments (if any).

Clause 3. Defence cost

Chapter 3. Exclusions

Unless otherwise agreed in writing by the Company or otherwise stipulated in the attachment or endorsement, this insurance does not cover:

Clause 1. Loss of, damage to or delay in delivery of the Goods, which are undertaken by the Assured to operate under Logistics Contract, caused by:

1.1 Force majeure or inherent nature of the goods or the fault of the shipper or consignee or employer under Logistics Contract.

1.2 Ordinary leakage or normal wear and tear, or ordinary loss in weight or quantity of the goods.

1.3 Deliberate destruction of the Goods undertaken by the Assured to operate under Logistics Contract or gross negligence of the Assured or his employees or representatives or subcontractors no matter how many times the work has been subcontracted.

1.4 Embezzlement or fraud by the Assured or his employee or representatives or subcontractors no matter how many times the work has been subcontracted.

1.5 Theft of Goods occurring within Place of Storage or on the Carrying Conveyance while the Place of Storage or the Carrying Conveyance is left unattended and the Assured or representative or the driver or controller of the said conveyance is still capable of taking care of it.

1.6 Robbery or gang-robbery whether or not committed by any person including committed or participated by employee of the Assured.

1.7 Stuffing or packaging of Goods, unstuffing of Goods from container, stuffing or consolidating of Goods in container or use of or equipment or tools in the unsuitable or unfit condition for transport unless carried out by the

Assured or his employees or representatives or subcontractors no matter how many times the work has been subcontracted.

1.8 Delivery of Goods to any person other than the consignee or person entitled to receive the Goods, or delivery of Goods to the wrong destination, or in the manner which does not conform to the law or customs of the trade regarding delivery of Goods.

1.9 Deterioration or unfitness of Carrying Conveyance for safe carriage, or overloading or towing that exceeds the capacity of the Carrying Conveyance for safe carriage, or stowing in the manner that violates the rules for stowage, or towing in the manner that violates the rules for safe carriage, or unsuitable storage or in the manner that violates the rules for safe storage, or without material normally required to prevent damage to the Goods on Carrying Conveyance, or at Place of Storage which is necessary for such normal transportation or storage.

1.10 Goods which Assured undertakes to operate under Logistics Contract are lost due to unexplained cause or inventory loss.

Clause 2. Loss of, damage to or delay in delivery of the Goods undertaken by the Assured to operate under Logistics Contract which occurred in the following event:

2.1 Driving or controlling of Carrying Conveyance by the driver or controller who does not have valid license as required by law, or whose license is suspended by order of the court or officer.

2.2 Driving or controlling of Carrying Conveyance by the driver or controller who is under influence of addictive drugs or has alcohol in the blood over 50 percentage milligrams.

2.3 Transportation which is not conducted in the ordinary course of transit and without prior written consent of the Company, unless the Assured can prove that such loss, damage or delay occurred before the use of such unordinary course of transit or the use of such course is necessary and unavoidable which is beyond control of the Assured or employees or his representatives or subcontractors no matter how many times the work has been subcontracted.

2.4 Transportation outside the Territory in which the starting point or destination point or both are not located within the Territory, unless prior written consent has been obtained from the Company.

Clause 3. Loss of, damage to or delay in delivery of the following goods, unless the Assured has notified the Company in writing of the characteristics of such goods prior to commencement of any operation in accordance with Chapter 2 and the Company has agreed in writing to provide additional cover there for:

3.1 Silver bars, ornamental silver, gold bars, ornamental gold, precious metal, jewels or other valuable goods.

3.2 Currencies, bank notes, bills, bonds, stamps, stamp duties, credit cards, top-up cards, stocks certificates, share certificates, debenture certificates or goods warrants.

3.3 Art objects, each worth more than Bht. 20,000 or antiques.

3.4 Illegal goods, such as narcotics.

3.5 Dangerous property, dangerous goods, explosives, guns and ammunitions including weapons of war.

3.6 Live animals or plants.

3.7 Moulds, charts, plans such as blueprints, house plans, textile patterns or other things of similar features.

3.8 Original documents, business documents, data and programs in computer system kept in whatever form and equipment.

3.9 Property of the Assured or of which the Assured is a joint owner.

Clause 4. Loss of, damage to or delay in delivery of the Goods caused by or attributable to:

4.1 War, whether declared or not, civil war, mutiny, rebellion, revolution, coup d'etat, declaration of martial law and exercise of power by the state under the law granting such power.

4.2 Seizure, attachment, detention or destruction of property by officials, governmental organizations or agencies.

4.3 Riots, civil commotion, civil commotion assuming the proportion of or amounting to an uprising, sabotage, terrorism.

4.4 Landmines, torpedoes or other weapons of war.

4.5 Strikes and lockouts.

4.6 Permanent or temporary loss of possession caused by seizure, requisition expropriation, confiscation, detention, confinement, destruction of property or any result thereof by lawful order of governmental official or authority acting in compliance with the law to withdraw the Assured's right in using or getting benefit from any property.

4.7 Permanent or temporary dispossession of premises resulting from the unlawful occupation by any person.

4.8 Radiation or diffusion of radioactivity from any nuclear fuel or from nuclear wastes caused by combustion of nuclear fuel, fission or explosion of radioactivity or nuclear components or any hazardous property which may explode in the nuclear process.

Clause 5. All consequential losses arising from the loss of or damage to the Goods including delay in delivery such as loss of market, interruption of business and production line, loss of use, etc.

Clause 6. Contractual Liability for penalty or any amount of fines specified in advance.

Clause 7. Any expenses incurred or related to salvage or disposal of the Goods.

Clause 8. Any legal liability and liability under Logistics Contract which is out of the scope of cover in accordance with Clause 1 and Clause 2 of Chapter 2, and attachment to extend cover (if any) under this Policy.

Chapter 4. General Terms and Conditions

Clause 1. Period of Insurance

The cover of liability of the Assured shall be in accordance with the scope as defined in Chapter 2 and Period of Insurance shall commence and cease in accordance with date and time stated in the Schedule except:

when the amount the Company has indemnified or agreed in writing to indemnify under this Policy has reached the Aggregate Limit of Liability for Goods in transit specified in Item 1. of the Schedule or has reached the Total Aggregate Limit of Liability for Goods within Place of Storage as specified in Item 2. of the Schedule, this Policy shall cease to have effect although this Policy has not yet expired in accordance with the above paragraph, but the termination of coverage of this Policy shall be subject to the following conditions:

1.1 The Company shall immediately notify the Assured in writing to seek an agreement with the Assured on reinstatement of the Limits of Liability up to full amount of the Aggregate Limit of Liability of Item 1. or of Item 2. of the Schedule, depending on which item of the Aggregate Limit of Liability has reached its full amount. During the negotiation, the policy shall still be in force for 30 days from the date of such notification by the Company. The Company shall be entitled to premium in proportion to the premium calculated for the coverage of such Chapter. In case of no conclusion within 30 days from the date of the Company's notification, the Policy shall be immediately terminated on the expiry of such 30-day period. In such case, the Company shall return the premium charged for other Chapter of which the coverage still remains effective to the Assured in proportion to the remaining Period of Insurance after deducted by the premium charged for the said 30 days.

1.2 In case the Company does not notify the Assured in accordance with Clause 1.1 above, the Policy shall still remain in force until the expiry of Period of Insurance as specified in the Schedule or until either party shall exercise their right to cancel the Policy as per Clause 7. During the Policy still remains in force, the Aggregate Limit of Liability for such Chapter shall be reinstated and the Company shall be entitled to additional premium as agreed. In case of no conclusion, the Company shall be entitled to ratable premium of the premium calculated for such Chapter for the remaining Period of Insurance.

Clause 2. Settlement of Claim

In case the Company must be liable to indemnify in accordance with this Policy, the indemnification shall be subject to the following basis:

2.1 To indemnify the Assured for the sum which the Assured is entitled to limit under the law or by legally enforceable agreement or

2.2 To directly indemnify the third party who is entitled to claim damages for actual loss of or damage for which the Assured is liable but the indemnity shall not exceed the Limits of Liability and in any event, not exceed the Total Aggregate Limit of Liability as specified in the Schedule.

2.3 The indemnity for delay in delivery shall neither exceed actual loss nor the amount determinable in the event of total loss or damage, or not exceed the Limits of Liability per any one accident for Goods in transit in accordance with Item 1.2 and the Aggregate Limit of Liability as specified in Item 1 of the Schedule whichever is less. The Company shall indemnify for the lesser amount.

2.4 In case the liability of the Assured under this policy is simultaneously covered by other insurance policy(s) and such other policy(s) provides for the liability or damage to be contributed among the Insurers involved, the liability of Company under this Policy shall be in proportion of the claim amount for which this Policy is liable and the claim amount for which other insurance policy(s) is liable bears to the actual claim amount for which the Assured is liable to the injured person. But should other insurance policy(s) provides for different contribution condition, the liability of Company under this insurance policy shall be Article 870 of The Thai Civil and Commercial Code.

2.5 All the above indemnification shall be subject to the Deductible as stated in the Schedule in respect of actual loss when each claim is made less salvage value (if any). The Company shall be responsible for the remaining loss not exceeding the Limits of Liability or Aggregate Limit of Liability as stated in the Schedule, whichever is less. The Company shall pay for the lesser amount.

Clause 3. Duty of the Assured

It is the duty of the Assured, his employees and agents:

3.1 to notify the Company without delay when loss, or damage, or delay in delivery occurred and to give information relating to such occurrence immediately. In the event the Assured is sued in the court of law, the Assured must notify the Company immediately and take all necessary acts to protect his interest in the defence proceedings within the period required by law. If the Assured has performed his duty in accordance with this Clause and if the Company considers that the ground of claim does not fall under the exclusions of this Policy or may be covered by the Policy, the Company shall cover the lawyer fees incurred from defending the claim in the amount approved by the Company on condition that the lawyer representing the Assured in the defence proceedings must be approved or nominated by the Company

3.2 to act with reasonable dispatch as necessary and practicable under the circumstances or within the control of the Assured or as required by the Company to prevent loss of or total damage to the Goods carried by the Assured, or to mitigate the loss or damage occurred at the material time, or to protect interest or properly exercise all rights against other carriers or persons. Expenses reasonably incurred from carrying out the aforesaid acts are recoverable by the Assured from the Company.

3.3 in no case shall liability of the Company including lawyer fees, legal costs and judgment debts in accordance with Clause 3.1 and reasonable expense incurred in accordance with the above Clause 3.2 exceed the following amounts:

3.3.1 in case the liability to Goods in transit in accordance with Chapter 2 Clause 1, not exceeding the Limits of Liability per any one Accident in accordance with Item 1.1 or 1.2 of the Schedule as the case may be, or the Aggregate Limit of Liability in accordance with Item 1 of the Schedule, whichever is less. The Company shall pay for the lesser amount.

3.3.2 in case the liability to Goods within Place of Storage, not exceeding the Limit of Liability in accordance with Item 2.1 or in case Place of Temporary Storage, not exceeding the Limit of Liability in accordance with Item 2.2 or the Aggregate Limit of Liability in accordance with Item 2 of the Schedule, whichever is less. The Company shall pay for the lesser amount.

3.4 not to compromise or agree to admit liability with third party in any manner which may cause damage to the Company or prejudice its rights against third party or waive the right of recourse against third party without prior consent in writing from the Company.

3.5 to compile all relevant evidence including details of the property or Goods damaged, lost or delayed and estimated valuation of damage resulting therefrom and to deliver the relevant documents to the Company upon request.

The Company may not entertain the claim if the Assured deliberately fails to comply, or there is reasonable ground to believe the Assured has the intention not to comply with the above conditions.

Clause 4. Breach of Warranty

It is expressly agreed in this Policy that where the Policy stipulates a warranty clause in the Schedule or Endorsement, it shall be the duty of the Assured to exactly comply with the said warranty, failing which the Company shall be immediately discharged from liability under this Policy as from the moment of the said breach of warranty.

Clause 5. Voidable Policy

Where the Assured has misrepresented the essence of the risks insured or material facts required to be declared to the Company for risk assessment whether to accept or reject the risk or fixing of the premium, or where the Assured has omitted to disclose the said facts, it shall be deemed that the insurance contract under this Policy is voidable and the Company reserves the right to avoid the insurance contract within the period of one month from the day the Company became aware of the cause for the avoidance.

Clause 6. Non-Separation of Insurance

This insurance policy is concluded to cover the liability of the Assured on the basis that the Assured cannot opt to insure for coverage of either only Clause 1 or Clause 2 of Chapter 2.

Clause 7. Cancellation of Policy

7.1 The Company is entitled to cancel this Policy without returning premium if the Assured has committed a fraud.

7.2. The Company is entitled to cancel this Policy by giving written advance notice not less than 15 days to the Assured at his address stated in the Schedule. In such event, the Company shall return premium to the Assured by deducting the premium in proportion to the period this Policy has been in effect unless the amount of indemnity paid by the Company or the amount which the Company has agreed in writing to pay under this Policy or both amounts combined have reached the full Aggregate Limits of Liability under this Policy, in which case no premium in which calculated for the coverage that have reached such full Aggregate Limits of Liability shall be returned.

7.3 The Assured is entitled to cancel this Policy by giving a written advance notice to the Company and shall be entitled to return of premium after deduction of the premium in proportion to the period this Policy has been in effect as calculated on the Short Term Premium basis, unless the amount of indemnity paid by the Company or the amount which the Company has agreed in writing to pay under this Policy or both amounts combined have reached the full Aggregate Limits of Liability under this Policy. In such case, the Company shall not return the premium calculated for the coverage that has reached such full Aggregate Limits of Liability or in case the premium has not been paid, the Assured shall pay the premium according to the period and short term rate:

Short Term Rate Premium

Period of Insurance (not exceeding / month)	Percentage of full year premium
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

Clause 8. Dispute Resolution by Arbitration

Where there is any dispute, difference or claim arising under this Policy between the Assured and the Company and if the Assured wishes and considers it appropriate to settle the dispute by arbitration, the Company shall agree to refer the dispute to arbitration for decision in accordance with the Arbitration Rules of the Office of Insurance Commission.

Form LSP. 1

เอกสารแนบท้าย
หมายเลข 1
จำนวน 1 แผ่น

Attachment for Extending Cover

In accordance with Clause 2.4 Chapter 2

Logistics Service Provider's Liability Policy

It is hereby agreed that the insurance under this Policy is extended to cover the liability of the Assured for loss of or damage to Goods arising from the performance of other hire of work in accordance with Clause 2.4 of Chapter 2 only on the item which is marked in the checkbox ☐ in front of the following hire of work operations:-

- ☐ Taking the Goods in to manufacturing or assembling process to produce new product.
- ☐ Stock control; the Company agrees to extend the 60-day period in accordance with Clause 2 of Chapter 2 to .... days in consideration of additional premium agreed to pay by the Assured but in no case shall the extended period exceed the Period of Insurance stated in the Schedule.
- ☐ Ordering.
- ☐ Labelling.
- ☐ Tagging barcode or any other code of the similar purpose.
- ☐ Invoicing.
- ☐ Customs formalities for export of the Goods to be taken out from Place of Storage or Place of Temporary Storage.
- ☐ Customs formalities for import of the Goods to be kept in the Place of Storage or Place of Temporary Storage.
- ☐ Taking delivery of the Goods from port and airport prior to taking them into the Place of Storage or Place of Temporary Storage.

Any of the above hire of work operations which is not marked in the checkbox ☐ shall not be covered by this Attachment.

However, it is also expressly agreed that the extension of coverage under this Attachment is still subject to the Limit of Liability under Items 2.1 and 2.2 and the Aggregate Limit of Liability stated in Item 2 of the Schedule, Exclusions, General Conditions and other statements in this Policy unless otherwise stated in this Attachment.

Name / Address of Company

Premium Rate (per annum)

Logistics Service Provider's Liability Policy

	Minimum	Maximum
Premium Rate	0.01%	10% Of Insured value and/or revenue and/or volume of Goods per annum as the case may be or otherwise agreed between the Assured and the Insurer

Remark: The above premium rate is not include stamp duty and applicable VAT.