

Public Liability Insurance

การประกันภัย ความรับผิดชอบต่อบุคคลภายนอก



Mitsui Sumitomo Insurance Co., Ltd. Thailand Branch

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**MITSUMI
SUMITOMO**
INSURANCE CO., LTD.
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A Member of **MS&AD** INSURANCE GROUP

Features

Provides indemnification for any loss or damages caused by any defect owned by insured or by the fault of the employee.

Feature 1

Will indemnify your legal liability for any accidental loss or damage caused by any defect of premise owned or managed by insured.

Feature 2

Will also indemnify your legal liability for accidental bodily injury and/or accidental damage to property of third party caused by the fault or negligence of insured or employee including sub-contractors.

Feature 3

Cost of lawsuit, lawyer's cost, and cost for settlement, etc. will also be subjects to insurance payment.

Insurance Payment



● Legal expenses with consent of the insurer include the following:

- 1) Legal expenses, attorney fees, and settlement costs;
- 2) Bond guarantee charges incurred by a lawsuit;
- 3) Costs incurred by the Insured in the cooperation of the Insurer in avoiding a lawsuits;
- 4) Costs for emergency medical care in case of accidents causing bodily injury.

● The company will pay compensation to third parties for the following:

- 1) Bodily injury to any person (except persons engaged in service/acting on behalf of the insured, or sub-contractors, or family members);
- 2) Damage to property (except property owned by the insured or held in trust, custody or control by the insured, or employees, or sub-contractors).

● The limit of liability is the amount that applies to the sum of compensation and expenses for legal fees, and will be the aggregate limit to be paid during the insurance term.

Once this limited amount has been used up, no payment will be made for any accident occurring after the events.



Non-applicable Insurance Payment

- The amount of indemnification the insured is required to pay to a third party is determined by the regulation of applicable law and the loss amount incurred by the victim. Cases where the insured pays the compensation to a third party, even when the insured has no legal liability, will not be covered by the insurance.
- In cases where the insured receives any claim of loss, the company's claim agent or lawyer will protect the insured.
- If the insured receives a claim of loss or if the insured anticipates a potential loss claim, immediately report the following to the company; 1) the status at the time the insured initially noticed the loss claim; 2) facts concerning the cause of the loss claim.
- If negotiations are made with the third party, do not carry on without the company's approval. If the insured admits liability or if any indemnification is made without the company's consent, please note that the company will not be required to pay the insurance payment.
- The insured is required to immediately report to the company after the occurrence of any of the events described below. In cases where no report is made the company will not be held liable for the insurance payment for any loss or damages incurred subsequent to the following changes; 1) Changes in the policy description such as address, etc.

Cases Insurance Payment not to be Applied

The company will not indemnify the insured any damages or loss arising from;

1. Any liability arising directly or indirectly through war, invasion, act of foreign enemy, hostilities (Whether war be declared or not), rebellion, military or usurped power, strike, riot, civil commotion, nuclear reaction, radiation or radioactive contamination.
2. The ownership or possession of or use under the control of the insured of animals, power-driven vehicles, aircraft or vessels.
3. In relation to any other vehicle, death or bodily injury to any person in or upon or entering or getting on or to or alighting from such vehicle with the consent of the insured or of any servant of the insured.
4. Damage to any bridge, viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of such vehicle and any load carried thereby, or.
5. Death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for lading thereon or the taking away of the load from such vehicle after unloading therefrom by any person other than the driver, rider or attendant of such vehicle.
6. Elevators or steam boilers.
7. Fire (or panic following an alarm of fire), explosion, flood or earthquake.
8. Fumes, pollution of air or water, underground water or noise.
9. The demolition of buildings.
10. The subsidence or inclination of land, buildings and any other structure.
11. Illnesses caused as a result of defective sanitary arrangements.
12. Poisoning, illness or injury through the consumption of food or beverages.
13. Defective workmanship or products.
14. Any contracts of indemnity which imposes upon the Insured liability which the insured would not otherwise have been under.
15. Arising outside the geographical area stated in the schedule hereto.
16. Loss resulting from asbestos.
17. Loss resulting from any business transactions using Internet and similar kind.
18. Loss resulting from date recognition error. (any similar error to Y2K problem).
19. Loss resulting from terrorism



● This booklet describes the outline of products only.

Please refer to the insurance policy for consideration.



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