

ภาคผนวก

ภาคผนวก 1

THE LOUISIANA INSURANCE CODE

PART XIV.

§611. Scope of Part

A. The applicable provisions of this Part shall apply to insurance other than ocean marine and foreign trade insurances. This Part shall not apply to life insurance policies not issued for delivery in this state nor delivered in this state. This Part also shall not apply to any health and accident insurance policy not issued for delivery in this state nor delivered in this state, except for any group policy covering residents of Louisiana, regardless of from where it was issued or delivered.

B. The exceptions in Subsection A of this Section do not apply to R.S. 22:627. The only exceptions from the requirements of R.S. 22:627 are those specifically stated therein.

§655. Liability policy; insolvency or bankruptcy of insured and inability to effect service of citation or other process; direct action against insurer

A. No policy or contract of liability insurance shall be issued or delivered in this state, unless it contains provisions to the effect that the insolvency or bankruptcy of the insured shall not release the insurer from the payment of damages for injuries sustained or loss occasioned during the existence of the policy, and any judgment which may be rendered against the insured for which the insurer is liable which shall have become

executory, shall be deemed prima facie evidence of the insolvency of the insured, and an action may thereafter be maintained within the terms and limits of the policy by the injured person, or his or her survivors, mentioned in Civil Code Art. 2315.1 Or heirs against the insurer.

B.(1) The injured person or his or her survivors or heirs mentioned in Subsection A, at their option, shall have a right of direct action against the insurer within the terms and limits of the policy; and, such action may be brought against the insurer alone, or against both the insured and insurer jointly and in solido, in the parish in which the accident or injury occurred or in the parish in which an action could be brought against either the insured or the insurer under the general rules of venue prescribed by Code of Civil Procedure Art. 42 only. However, such action may be brought against the insurer alone only when:

- (a) The insured has been adjudged a bankrupt by a court of competent jurisdiction or when proceedings to adjudge an insured a bankrupt have been commenced before a court of competent jurisdiction;
- (b) The insured is insolvent;
- (c) Service of citation or other process cannot be made on the insured;
- (d) When the cause of action is for damages as a result of an offense or quasi-offense between children and their parents or between married persons;

(e) When the insurer is an uninsured motorist carrier; or

(f) The insured is deceased.

(2) This right of direct action shall exist whether or not the policy of insurance sued upon was written or delivered in the state of Louisiana and whether or not such policy contains a provision forbidding such direct action, provided the accident or injury occurred within the state of Louisiana. Nothing contained in this Section shall be construed to affect the provisions of the policy or contract if such provisions are not in violation of the laws of this state.

C. It is the intent of this Section that any action brought under the provisions of this Section shall be subject to all of the lawful conditions of the policy or contract and the defenses which could be urged by the insurer to a direct action brought by the insured, provided the terms and conditions of such policy or contract are not in violation of the laws of this state.

D. It is also the intent of this Section that all liability policies within their terms and limits are executed for the benefit of all injured persons and their survivors or heirs to whom the insured is liable; and, that it is the purpose of all liability policies to give protection and coverage to all insured, whether they are named insured or additional insured under the omnibus clause, for any legal liability said insured may have as or for a tort-feasor within the terms and limits of said policy.

ภาคผนวก 2

CHAPTER 632

INSURANCE CONTRACTS IN SPECIFIC LINES

(Direct Action Statute of Wisconsin State)

SUBCHAPTER III

LIABILITY INSURANCE IN GENERAL

632.24 Direct action against insurer. Any bond or policy of insurance covering liability to others for negligence makes the Insurer liable, up to the amounts stated in the bond or policy, to the Persons entitled to recover against the insured for the death of any Person or for injury to persons or property, irrespective of whether The liability is presently established or is contingent and to become Fixed or certain by final judgment against the insured.

ภาคผนวก 3

The Alabama Insurance Code, 1975

Section 27-23-1, states:

"As to every contract of insurance made between an insurer and any insured by which such insured is insured against loss or damage on account of the bodily injury or death by accident of any person for which loss or damage such insured is responsible, whenever a loss occurs on account of a casualty covered by such contract of insurance, the liability of the insurer shall become absolute and the payment of the loss shall not depend upon the satisfaction by the insured of a final judgment against him for loss, or damage or death occasioned by the casualty.

No such contract of insurance shall be cancelled or annulled by any agreement between the insurer and the insured after the insured has become responsible for such loss or damage, and any such cancellation or annulment shall be void."

Section 27-23-2, states:

"Upon the recovery of a final judgment against any person, firm or corporation by any person, including administrators or executors, for loss or damage on account of bodily injury, or death or for loss or damage to property, if the defendant in such action was insured against the loss or damage at the time when the right of action arose, the judgment creditor shall be entitled to have the insurance money provided for in the contract of insurance between the insurer and the defendant applied to the satisfaction of the judgment, and if the judgment is not satisfied within 30 days after the date when it is entered, the judgment creditor may proceed against the defendant and the insurer to reach and apply the insurance money to the satisfaction of the judgment."

ภาคผนวก 4

THE CALIFORNIA INSURANCE CODE, 1919

Section 11580. A policy insuring against losses set forth in subdivision (a)

(a) Shall not be issued or delivered to any person in this state unless it contains the provisions set forth in subdivision (b). Such policy, whether or not actually containing such provisions, shall be construed as if such provisions were embodied therein.

(a) Unless it contains such provisions, the following policies of insurance shall not be thus issued or delivered:

(1) Against loss or damage resulting from liability for injury suffered by another person other than (i) a policy of workers' compensation insurance, or (ii) a policy issued by a nonadmitted Mexican insurer solely for use in the Republic of Mexico.

(2) Against loss of or damage to property caused by draught animals or any vehicle, and for which the insured is liable, other than a policy which provides insurance in the Republic of Mexico, issued or delivered in this state by a no admitted Mexican insurer.

(b) Such policy shall not be thus issued or delivered to any person in this state unless it contains all the following provisions:

(1) A provision that the insolvency or bankruptcy of the insured will not release the insurer from the payment of damages for injury sustained or loss occasioned during the life of such policy.

(2) A provision that whenever judgment is secured against the insured or the executor or administrator of a deceased insured in an action based upon bodily injury, death, or property damage, then an action may be brought against the insurer on the policy and subject to its terms and limitations, by such judgment creditor to recover on the judgment.

ภาคผนวก 5

Direct Action Statute of Puerto Rico (Title 26 LRPA)

§ 2003. Suits against insured, insurer

(1) Any individual sustaining damages and losses shall have, at his option, a direct action against the insurer under the terms and limitations of the policy, which action he may exercise against the insurer only or against the insurer and the insured jointly. The liability of the insurer shall not exceed that provided for in the policy, and the court shall determine, not only the liability of the insurer, but also the amount of the loss. Any action brought under this section shall be subject to the conditions of the policy or contract and to the defenses that may be pleaded by the insurer to the direct action instituted by the insured.

(2) If the plaintiff in such an action brings suit against the insured alone, such shall not be deemed to deprive him of the right, by subrogation to the rights of the insured under the policy, to maintain action against and recover from the insurer after securing final judgment against the insured.

ภาคผนวก 6

ACT of 16 June 1989 No. 69: Act relating to Insurance Contracts

(Norwegian Insurance Contract Act, 1989)

Chapter 7. The right of third parties under the insurance contract

Section 7-6. (position of the injured party under liability insurance)

When the insurance covers the liability of the assured, the injured party may claim compensation directly from the insurer. The insurer and the assured are obliged to inform the injured party upon request whether liability insurance exists.

When a claim for compensation is advanced against the insurer, he shall notify the assured without undue delay and keep the assured informed about the further handling of the claim. Any admissions by the insurer to the injured party are not binding on the assured.

If legal action is brought against the insurer, he may request that the injured party bring action against the assured in the same case.

The insurer may raise those objections against the claim which the assured has as regards the injured party. The insurer may also raise his own objections against the assured unless the objections are related to the assured's circumstances after the insurance event occurred.

An action against the insurer pursuant to this section must be brought in Norway unless otherwise follows from Norway's obligations under international law.

The provisions of this section shall not preclude a person who does business with the assured waiving the right to claim compensation for a business loss directly from the insurer. Such an agreement will nevertheless not be legally enforceable in the event of the assured's insolvency.

ภาคผนวก 7

The Swedish Insurance Contract Act, 1927

Section 95

“The assured is not entitled to receive payment under the insurance to the greater extent than he has compensated the victim or has received the latter’s approval.”

“If payment had been made without the victim receiving compensation or approving the payment, and if the victim cannot later obtain the damage due to him from the assured, he is entitled to claim the deficit from the insurer, within the margin paid to the assured.”

“If an assured goes bankrupt while having a claim against the insurer which he is not entitled to lift, without the victim’s agreement, the latter may, unless covered by bankruptcy estate, require the estate to assign the right to him.”

ภาคผนวก 8

Code de Assurances

(Partie Législative)

Section I : Assurances sur corps

Article L173-8

(Loi 92-665 du 16 juillet 1992 art. 37 II Journal Officiel du 17 juillet 1992)

With the exception of the damage to the persons, the insurer guarantees the refund(repayment) of the damage of all kinds the insurant of which would be held on the appeal of thirds(third parties) the case of collision by the assured(insured) ship or clash of this ship against a building(ship), a fixed, mobile or floating body.

(A l'exception des dommages aux personnes, l'assureur est garant du remboursement des dommages de toute nature dont l'assuré serait tenu sur le recours des tiers au cas d'abordage par le navire assuré ou de heurt de ce navire contre un bâtiment, corps fixe, mobile ou flottant.)

Section III: Assurance de responsabilité

Article L173-23

(Loi 92-665 du 16 juillet 1992 art. 37 II Journal Officiel du 17 juillet 1992)

The insurance(assurance) of responsibility gives the right to the refund(repayment) to the insurant only if the hurt third(third party) was indemnified and in this measure, except in case of affectation(appointment) of the compensation(allowance) of insurance(assurance) in the constitution of the fund(collection) of limitation, in the terms of articles 62 of the law n 67-5 of January 3rd, 1967 carrying(wearing) status of ships and other sea buildings(ships).

(L'assurance de responsabilité ne donne droit au remboursement à l'assuré que si le tiers lésé a été indemnisé et dans cette mesure, sauf en cas d'affectation de l'indemnité d'assurance à la constitution du fonds de limitation, dans les termes de l'articles 62 de la loi n° 67-5 du 3 janvier 1967 portant statut des navires et autres bâtiments de mer.)

Article L173-24

(Loi 92-665 du 16 juillet 1992 art. 37 II Journal Officiel du 17 juillet 1992)

In case of constitution of a fund(collection) of limitation, the creditors whose right(law) is subject to limitation, in the terms of articles 58 - 60 of the law n 67-5 of January 3rd, 1967 carrying(wearing) status of ships and other sea buildings(ships), have no action(share) against the insurer.

(En cas de constitution d'un fonds de limitation, les créanciers dont le droit est sujet à limitation, dans les termes des articles 58 à 60 de la loi n° 67-5 du 3 janvier 1967 portant statut des navires et autres bâtiments de mer, n'ont pas d'action contre l'assureur.)

ภาคผนวก 9

The Third (parties Rights against Insurers) Act 1930 (c.25)

1. Rights of third parties against insurers on bankruptcy &c. of the insured.

— (1) where under any contract of insurance a person (hereinafter referred to as the insured) is insured against liabilities to third parties which he may incur, then—

(a) In the event of the insured becoming bankrupt or making a composition or arrangement with his creditors; or

(b) in the case of the insured being a company, in the event of a winding-up order[or an administration order] being made, or a resolution for a voluntary winding-up being passed, with respect to the company, or of a receiver or manager of the company's business or undertaking being duly appointed, or of possession being taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the charge[or of][a voluntary arrangement proposed for the purposes of Part I of the Insolvency Act 1986 being approved under that Part]; if, either before or after that event, any such liability as aforesaid is incurred by the insured, his rights against the insurer under the contract in respect of the liability shall, notwithstanding anything in any Act or rule of law to the contrary, be transferred to and vest in the third party to whom the liability was so incurred.

(2) Where[the estate of any person falls to be administered in accordance with an order under section][421 of the Insolvency Act 1986], then, if any debt provable in bankruptcy[(in Scotland, any claim accepted in the sequestration)] is owing by the deceased in respect of a liability against which he was insured under a contract of insurance as being a liability to a third party, the deceased debtor's rights against the insurer under the contract in respect of that liability shall, notwithstanding anything in[any such order], be transferred to and vest in the person to whom the debt is owing.

(3) In so far as any contract of insurance made after the commencement of this Act in respect of any liability of the insured to third parties purports, whether directly or indirectly, to avoid the contract or to alter the rights of the parties thereunder upon the happening to the insured of any of the events specified in paragraph (a) or paragraph (b) of subsection (1) of this section or upon the[estate of any person falling to be administered in accordance with an order under section][421 of the Insolvency Act 1986]], the contract shall be of no effect.

(4) Upon a transfer under subsection (1) or subsection (2) of this section, the insurer shall, subject to the provisions of section three of this Act, be under the same liability to the third party as he would have been under to the insured, but—

(a) if the liability of the insurer to the insured exceeds the liability of the insured to the third party, nothing in this Act shall affect the rights of the insured against the insurer in respect of the excess; and

(b) if the liability of the insurer to the insured is less than the liability of the insured to the third party, nothing in this Act shall affect the rights of the third party against the insured in respect of the balance.

(5) For the purposes of this Act, the expression “liabilities to third parties,” in relation to a person insured under any contract of insurance, shall not include any liability of that person in the capacity of insurer under some other contract of insurance.

(6) This Act shall not apply—

(a) Where a company is wound up voluntarily merely for the purposes of reconstruction or of amalgamation with another company; or

(b) to any case to which subsections (1) and (2) of section seven of the Workmen's Compensation Act 1925, applies.

ภาคผนวก 10

Third Parties (Rights against Insurers) Act 2010

An Act to make provision about the rights of third parties against insurers of liabilities to third parties in the case where the insured is insolvent, and in certain other cases. BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. Transfer of rights to third parties

(1) This section applies if—

(a) a relevant person incurs a liability against which that person is insured under a contract of insurance, or

(b) a person who is subject to such a liability becomes a relevant person.

(2) The rights of the relevant person under the contract against the insurer in respect of the liability are transferred to and vest in the person to whom the liability is or was incurred (the “third party”).

(3) The third party may bring proceedings to enforce the rights against the insurer without having established the relevant person's liability; but the third party may not enforce those rights without having established that liability.

(4) For the purposes of this Act, a liability is established only if its existence and amount are established; and, for that purpose, “establish” means establish—

(a) by virtue of a declaration under section 2 or a declaratory under section 3,

(b) by a judgment or decree,

(c) by an award in arbitral proceedings or by an arbitration, or

(d) by an enforceable agreement.

(5) In this Act—

- (a) references to an “insured” are to a person who incurs or who is subject to a liability to a third party against which that person is insured under a contract of insurance;
- (b) references to a “relevant person” are to a person within sections 4 to 7;
- (c) references to a “third party” are to be construed in accordance with subsection (2);
- (d) references to “transferred rights” are to rights under a contract of insurance which are transferred under this section.

2. Establishing liability in England and Wales and Northern Ireland

(1) This section applies where a person (P)—

- (a) claims to have rights under a contract of insurance by virtue of a transfer under section 1, but
- (b) has not yet established the insured’s liability which is insured under that contract.

(2) P may bring proceedings against the insurer for either or both of the following—

- (a) a declaration as to the insured’s liability to P;
- (b) a declaration as to the insurer’s potential liability to P.

(3) In such proceedings P is entitled, subject to any defence on which the insurer may rely, to a declaration under subsection (2)(a) or (b) on proof of the insured’s liability to P or (as the case may be) the insurer’s potential liability to P.

(4) Where proceedings are brought under subsection (2)(a) the insurer may rely on any defence on which the insured could rely if those proceedings were proceedings brought against the insured in respect of the insured’s liability to P.

(5) Subsection (4) is subject to section 12(1).

(6) Where the court makes a declaration under this section, the effect of which is that the insurer is liable to P, the court may give the appropriate judgment against the insurer.

(7) Where a person applying for a declaration under subsection (2)(b) is entitled or required, by virtue of the contract of insurance, to do so in arbitral proceedings, that

person may also apply in the same proceedings for a declaration under subsection (2)(a).

(8) In the application of this section to arbitral proceedings, subsection (6) is to be read as if “tribunal” were substituted for “court” and “make the appropriate award” for “give the appropriate judgment”.

(9) When bringing proceedings under subsection (2)(a), P may also make the insured a defendant to those proceedings.

(10) If (but only if) the insured is a defendant to proceedings under this section (whether by virtue of subsection (9) or otherwise), a declaration under subsection (2) binds the insured as well as the insurer.

(11) In this section, references to the insurer’s potential liability to P are references to the insurer’s liability in respect of the insured’s liability to P, if established.

3. Establishing liability in Scotland

(1) This section applies where a person (P)—

(a) claims to have rights under a contract of insurance by virtue of a transfer under section 1, but

(b) has not yet established the insured’s liability which is insured under that contract.

(2) P may bring proceedings against the insurer for either or both of the following—

(a) a declarator as to the insured’s liability to P;

(b) a declarator as to the insurer’s potential liability to P.

(3) Where proceedings are brought under subsection (2)(a) the insurer may rely on any defence on which the insured could rely if those proceedings were proceedings brought against the insured in respect of the insured’s liability to P.

(4) Subsection (3) is subject to section 12(1).

(5) Where the court grants a declarator under this section, the effect of which is that the insurer is liable to P, the court may grant the appropriate decree against the insurer.

(6) Where a person applying for a declarator under subsection (2)(b) is entitled or required, by virtue of the contract of insurance, to do so in an arbitration, that person may also apply in the same arbitration for a declarator under subsection (2)(a).

(7) In the application of this section to an arbitration, subsection (5) is to be read as if “tribunal” were substituted for “court” and “make the appropriate award” for “grant the appropriate decree”.

(8) When bringing proceedings under subsection (2)(a), P may also make the insured a defender to those proceedings.

(9) If (but only if) the insured is a defender to proceedings under this section (whether by virtue of subsection (8) or otherwise), a declarator under subsection (2) binds the insured as well as the insurer.

(10) In this section, the reference to the insurer’s potential liability to P is a reference to the insurer’s liability in respect of the insured’s liability to P, if established.

4. Individuals...

8. Limit on rights transferred.

Where the liability of an insured to a third party is less than the liability of the insurer to the insured (ignoring the effect of section 1), no rights are transferred under that section in respect of the difference.

9. Conditions affecting transferred rights

(1) This section applies where transferred rights are subject to a condition (whether under the contract of insurance from which the transferred rights are derived or otherwise) that the insured has to fulfil.

(2) Anything done by the third party which, if done by the insured, would have amounted to or contributed to fulfilment of the condition is to be treated as if done by the insured.

(3) The transferred rights are not subject to a condition requiring the insured to provide information or assistance to the insurer if that condition cannot be fulfilled because the insured is—

- (a) an individual who has died, or
- (b) a body corporate that has been dissolved.

(4) A condition requiring the insured to provide information or assistance to the insurer does not include a condition requiring the insured to notify the insurer of the existence of a claim under the contract of insurance.

(5) The transferred rights are not subject to a condition requiring the prior discharge by the insured of the insured's liability to the third party.

(6) In the case of a contract of marine insurance, subsection (5) applies only to the extent that the liability of the insured is a liability in respect of death or personal injury.

(7) In this section—

- “contract of marine insurance” has the meaning given by section 1 of the Marine Insurance Act 1906;
- “dissolved” means dissolved under—
 - (a) Chapter 9 of Part 4 of the Insolvency Act 1986,
 - (b) section 1000, 1001 or 1003 of the Companies Act 2006, or
 - (c) Chapter 9 of Part 5 of the Insolvency (Northern Ireland) Order 1989 (S.I. 1989/2405 (N. I. 19));
- “personal injury” includes any disease and any impairment of a person's physical or mental condition.

10. Insurer's right of set off

(1) This section applies if—

- (a) rights of an insured under a contract of insurance have been transferred to a third party under section 1,

(b) the insured is under a liability to the insurer under the contract (“the insured’s liability”), and

(c) if there had been no transfer, the insurer would have been entitled to set off the amount of the insured’s liability against the amount of the insurer’s own liability to the insured.

(2) The insurer is entitled to set off the amount of the insured’s liability against the amount of the insurer’s own liability to the third party in relation to the transferred rights.

11. Information and disclosure for third parties

Schedule 1 (information and disclosure for third parties) has effect.

12. Limitation and prescription

(1) Subsection (2) applies where a person brings proceedings for a declaration under section 2(2)(a), or for a declaratory under section 3(2)(a), and the proceedings are started or, in Scotland, commenced—

(a) after the expiry of a period of limitation applicable to an action against the insured to enforce the insured’s liability, or of a period of prescription applicable to that liability, but

(b) while such an action is in progress.

(2) The insurer may not rely on the expiry of that period as a defence unless the insured is able to rely on it in the action against the insured.

(3) For the purposes of subsection (1), an action is to be treated as no longer in progress if it has been concluded by a judgment or decree, or by an award, even if there is an appeal or a right of appeal.

(4) Where a person who has already established an insured’s liability to that person brings proceedings under this Act against the insurer, nothing in this Act is to be read as meaning—

- (a) that, for the purposes of the law of limitation in England and Wales, that person's cause of action against the insurer arose otherwise than at the time when that person established the liability of the insured,
- (b) that, for the purposes of the law of prescription in Scotland, the obligation in respect of which the proceedings are brought became enforceable against the insurer otherwise than at that time, or
- (c) that, for the purposes of the law of limitation in Northern Ireland, that person's cause of action against the insurer arose otherwise than at the time when that person established the liability of the insured.

13. Jurisdictions within the United Kingdom

(1) Where a person (P) domiciled in a part of the United Kingdom is entitled to bring proceedings under this Act against an insurer domiciled in another part, P may do so in the part where P is domiciled or in the part where the insurer is domiciled (whatever the contract of insurance may stipulate as to where proceedings are to be brought).

(2) The following provisions of the Civil Jurisdiction and Judgments Act 1982 (relating to determination of domicile) apply for the purposes of subsection (1)—

- (a) section 41(2), (3), (5) and (6) (individuals);
- (b) section 42(1), (3), (4) and (8) (corporations and associations);
- (c) section 45(2) and (3) (trusts);
- (d) section 46(1), (3) and (7) (the Crown).

(3) In Schedule 5 to that Act (proceedings excluded from general provisions as to allocation of jurisdiction within the United Kingdom) at the end add—

“Proceedings by third parties against insurers is Proceedings under the Third Parties (Rights against Insurers) Act 2010.”

14. Effect of transfer on insured's liability

(1) Where rights in respect of an insured's liability to a third party are transferred under section 1, the third party may enforce that liability against the insured only to the extent (if any) that it exceeds the amount recoverable from the insurer by virtue of the transfer.

2) Subsection (3) applies if a transfer of rights under section 1 occurs because the insured person is a relevant person by virtue of—

(a) section 4(1)(a) or (e), (2)(b) or (3)(b) or (c),

(b) section 6(1)(a), (2)(a), (3)(c) or (4)(a), or

(c) section 7(1)(b).

(3) If the liability is subject to the arrangement, trust deed or compromise by virtue of which the insured is a relevant person, the liability is to be treated as subject to that arrangement, trust deed or compromise only to the extent that the liability exceeds the amount recoverable from the insurer by virtue of the transfer.

(4) Subsection (5) applies if a transfer of rights under section 1 occurs in respect of a liability which, after the transfer, becomes one that is subject to a composition approved in accordance with Schedule 4 to the Bankruptcy (Scotland) Act 1985.

(5) The liability is to be treated as subject to the composition only to the extent that the liability exceeds the amount recoverable from the insurer by virtue of the transfer.

(6) For the purposes of this section the amount recoverable from the insurer does not include any amount that the third party is unable to recover as a result of—

(a) a shortage of assets on the insurer's part, in a case where the insurer is a relevant person, or

(b) a limit set by the contract of insurance on the fund available to meet claims in respect of a particular description of liability of the insured.

(7) Where a third party is eligible to make a claim in respect of the insurer's liability under or by virtue of rules made under Part 15 of the Financial Services and Markets Act 2000 (the Financial Services Compensation Scheme)—

(a) subsection (6)(a) applies only if the third party has made such a claim, and

(b) the third party is to be treated as being able to recover from the insurer any amount paid to, or due to, the third party as a result of the claim.

15. Reinsurance

This Act does not apply to a case where the liability referred to in section 1(1) is itself a liability incurred by an insurer under a contract of insurance.

16. Voluntarily-incurred liabilities

It is irrelevant for the purposes of section 1 whether or not the liability of the insured is or was incurred voluntarily.

17. Avoidance

(1) A contract of insurance to which this section applies is of no effect in so far as it purports, whether directly or indirectly, to avoid or terminate the contract or alter the rights of the parties under it in the event of the insured—

(a) becoming a relevant person, or

(b) dying insolvent (within the meaning given by section 5(2)).

(2) A contract of insurance is one to which this section applies if the insured's rights under it are capable of being transferred under section 1.

18. Cases with a foreign element

Except as expressly provided, the application of this Act does not depend on whether there is a connection with a part of the United Kingdom; and in particular it does not depend on—

(a) whether or not the liability (or the alleged liability) of the insured to the third party was incurred in, or under the law of, England and Wales, Scotland or Northern Ireland;

(b) the place of residence or domicile of any of the parties;

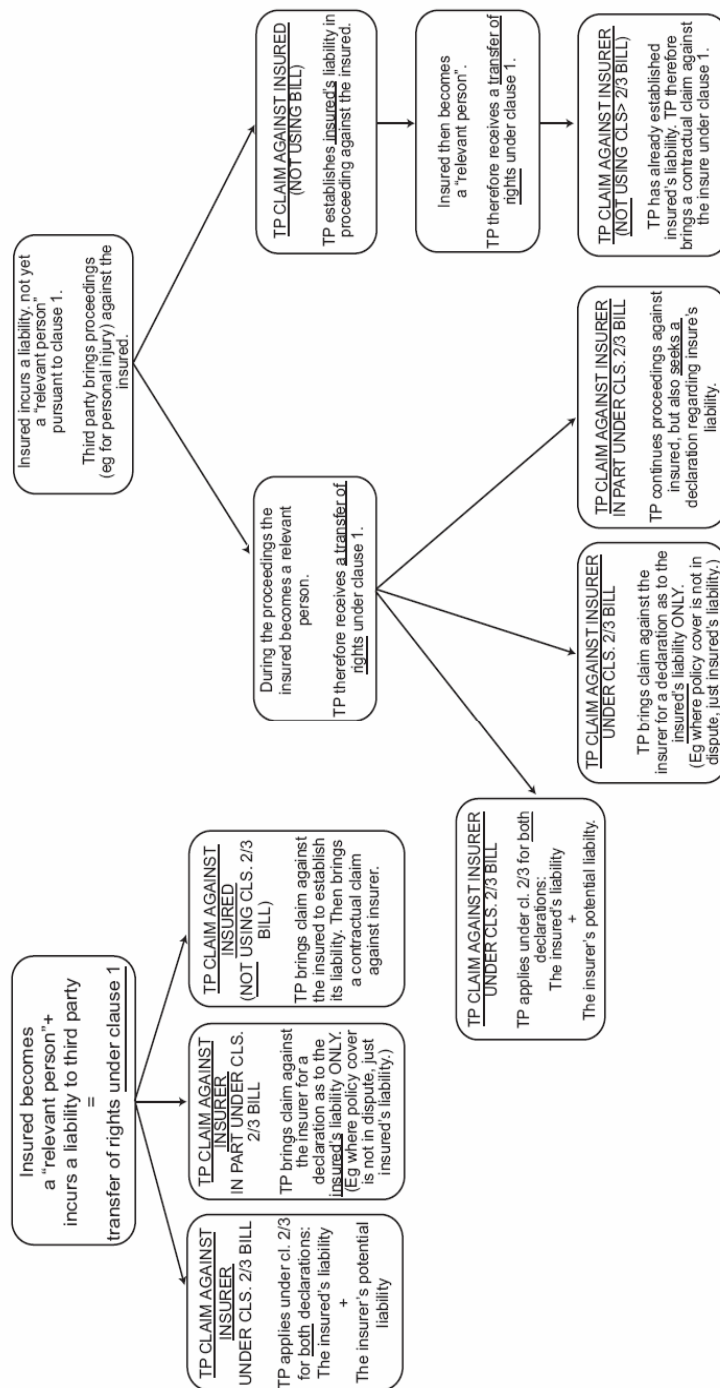
(c) whether or not the contract of insurance (or a part of it) is governed by the law of England and Wales, Scotland or Northern Ireland;

(d) the place where sums due under the contract of insurance are payable.

19. Power to amend act ...

ภาคผนวก 11

Enforcing a Transfer of rights under the Third Parties (Rights against Insurers) Bill



ภาคผนวก 12

The Croatia Maritime Code 1994

Article 756

In a liability insurance for losses caused to third parties the indemnity shall be paid for such amounts as the insured is bound to pay to third parties in connection with his liabilities covered by the insurance and also for expenses necessary for the ascertainment of his obligation.

Third parties, as is the case in paragraph 1 of this article, may claim an indemnity directly from the insurer for the damage and/or loss sustained in an event for which the insured is liable, but only up to the amount insured.

The indemnity shall also be paid for the cost of measures taken on demand of the insurer and his representatives or in the agreement with them to contest unjustified or excessive claims by third parties., and also for the cost of reasonable measures taken by the insured for the same purpose without the agreement of the insurer or his representatives where such agreement could not be obtained in time.

Where the contract of insurance provides the amount for which liabilities are insured, the indemnity shall be paid only up to the amount insured in accordance with paragraph 1 of this article.

ภาคผนวก 13

Quebec Civil Code, 1994

Chapter 15 Insurance

Division 3 Section 3: liability insurance

Section 2500: The proceeds of the insurance are applied exclusively to payment of third persons injured.

Section 2501: An injured third party person may bring an action directly against the insured or against the insurer, or against both. The option chosen in this respect by third party injured does not deprive him of his other recourse.

Section 2502: The insurer may set up against the injured third person any ground he could have invoked against the insured at the time of loss, but not grounds pertaining to facts that occurred after loss, the insurer has a right of action against the insured in respect of facts that occurs after the loss.

Division 4 Marine Insurance Section 13 : Miscellaneous

Section 2628: Article 2500 to 2502 respecting the direct action of injured third persons apply to marine insurance. Any stipulation that is inconsistent with such rules is null.

ภาคผนวก 14

ร่างพระราชบัญญัติประกันภัยทางทะเล พ. ศ...

หมวด 11 การรับช่วงสิทธิ

มาตรา 111

เมื่อผู้รับประกันภัยได้ชดใช้ค่าสินไหมทดแทนเพื่อความเสียหายสิ้นเชิงที่เกิดขึ้นแก่วัตถุที่เอาประกันภัย หรือที่เกิดขึ้นแก่ส่วนใดส่วนหนึ่งแห่งของที่สามารถแบ่งแยกได้ ผู้รับประกันภัยมีสิทธิเข้ารับเอาส่วนได้เสียของผู้เอาประกันภัยตามที่คงเหลืออยู่ในวัตถุที่เอาประกันภัยตามส่วนที่ได้ชดใช้ไป และรับช่วงสิทธิของผู้เอาประกันภัยในวัตถุที่เอาประกันภัยนั้นหรือที่เกี่ยวข้องกับวัตถุที่เอาประกันภัยนั้นนับแต่เวลาที่เกิดเหตุแห่งความเสียหาย

ในกรณีที่ผู้รับประกันภัยได้ชดใช้ค่าสินไหมทดแทนเพื่อความเสียหายบางส่วน ผู้รับประกันภัยจะไม่มีสิทธิเหนือวัตถุที่เอาประกันภัย หรือส่วนของวัตถุที่เอาประกันภัยที่คงเหลืออยู่ แต่ผู้รับประกันภัยอาจรับช่วงสิทธิของผู้เอาประกันภัยในวัตถุที่เอาประกันภัยนั้นหรือที่เกี่ยวข้องกับวัตถุที่เอาประกันภัยนั้นนับแต่เวลาที่เกิดเหตุแห่งความเสียหายตามส่วนแห่งค่าสินไหมทดแทนที่ได้ชดใช้ไป

หมวด 14 การประกันภัยแบบสหการ

มาตรา 115

หากบุคคลตั้งแต่สองคนขึ้นไปตกลงที่จะรับประกันภัยซึ่งกันและกันเพื่อความเสียหายทางทะเล การประกันภัยดังกล่าว เรียกว่า การประกันภัยแบบสหการบทบัญญัติในหมวดว่าด้วยเบี้ยประกันภัยมิให้นำมาใช้บังคับแก่การประกันภัยแบบสหการบุคคลดังกล่าวมีเสรีภาพที่จะตกลงหลักเกณฑ์ของการชำระเงินใดๆ แทนเบี้ยประกันภัยให้นำบทบัญญัติในพระราชบัญญัตินี้มาใช้บังคับแก่การประกันภัยแบบสหการ เท่าที่ไม่มีการตกลงเป็นอย่างอื่นโดยคู่สัญญา หรือโดยกรมธรรม์ประกันภัยหรือกฎเกณฑ์ของสมาคมประกันภัยสหการ