

Content

Title :	Mandatory and Prohibitory Provisions of Standard Form Contract for Automobile Insurance 
Date :	2018.12.21
Legislative :	Amendments promulgated per Financial Supervisory Commission Order No. Jin-Guan-Bao-Chan-Zi-10701966121 dated December 21, 2017, effective on April 1, 2018.
Content :	<p>Mandatory Provisions</p> <ol style="list-style-type: none"><li>1. The insurance contract should state the name, business place, and telephone number of the insurer, and the basic personal information of the applicant and the insured, including name, gender, telephone number and address.</li><li>2. The insurance contract should state the name of the insurance product.</li><li>3. The insurance contract should state types of insurance purchased, insurance period, insured amount, premium and date contract signed.</li><li>4. The insurance contract should state basic data regarding type, model, purpose of use, license plate number, engine number or chassis identification number of the insured vehicle.</li><li>5. The insurance contract should state clauses of insurance contract, additional insurance, additional clauses, the application and other agreements.</li><li>6. The insurance contract should state the statutory interpretation principle.</li><li>7. The insurance contract should state the obligation to make truthful representation, conditions for rescission the contract in the case of violation of such obligation and limitations on rescission of the contract.</li><li>8. The insurance contract should state the time of payment of premium and validity of contract for non-payment.</li><li>9. The insurance contract should state conditions and means for termination of contract for the insurer and the applicant, and calculation method of premium refund after contract termination, and validity of contract termination.</li><li>10. The insurance contract should state in automobile physical damage insurance conditions and process for making total loss claim and handling of unearned premium on other types of insurance under the same insurance contract.</li><li>11. The insurance contract should state conditions and limitation for insurers to exercise rights of subrogation.</li><li>12. The insurance contract should state handling method and calculation method when the same vehicle has other insurance that covers the same insured event.</li><li>13. The insurance contract should state conditions on transfer of subject matter insured and contractual interests, and rights and obligation of contracting parties when transferring or not transferring of the contract.</li><li>14. The insurance contract should state necessary actions to prevent further loss and reimbursement of expenses.</li><li>15. The insurance contract should state in automobile physical damage insurance and automobile theft insurance agreement on pre-repair inspection of the subject matter insured.</li><li>16. The insurance contract should state scope and process of claims and required documents when filing a claim for each type of insurance.</li><li>17. The insurance contract should state obligation of the applicant or the insured to give notice of the occurrence of risk.</li><li>18. The insurance contract should state in third party automobile liability insurance insurers' right of participation in any acknowledgment, settlement, or indemnification made by the insured in connection with its liability toward a third party.</li></ol>

19. The insurance contract should state in third party automobile liability insurance the rightful claimant's right to request direct payment from the insurer.
20. The insurance contract should state time limit for indemnity payment and calculation of delay interest.
21. The insurance contract should state in automobile theft insurance handling method of a recovered stolen vehicle.
22. The insurance contract should state contracting parties can file for complaint, mediation arbitration or ombudsman service for any dispute that arises from the insurance contract.

## II. Prohibitory Provisions

1. The written inquiry made by the insurer shall not contain questions irrelevant to risk assessment.
2. The insurance contract shall not contain provisions prohibited by law or agreements that are obviously unfair.
3. The insurance contract shall not contain a clause providing that the insurer's advertisement does not constitute a part of the insurance contract.
4. The insurance contract shall not exclude the jurisdiction of small claim court provided in Article 47 of the Consumer Protection Act and Article 436-9 of the Code of Civil Procedure.
5. The insurance contract shall not contain a clause allowing the period of indemnity payment to surpass 15 days from the date the applicant or the insured has submitted all required documents.

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Data Source : Financial Supervisory Commission Laws and Regulations Retrieving System