

Independent Study Title : Legal Status and Health Insurance: A Case Study of Voluntary Insurance

Author Name : Mr. Anuwat Umnutkittikul

Degree : Master of Laws (Business Law Program)

Academic Year : 2011

Advisory : Assoc. Prof. Sumate Janpardub

ABSTRACT

The Health Insurance contract is normally covered in Life and Non-life Insurance contract. However, there is no such law applies to Health Insurance contract in particular. Therefore, the Civil and Commercial Code in Book 3 Title 20 about Insurance Law is used to cover such issues. The law of general provision is adapted to apply in the law of interested party and the doctrine of good faith. If the insured is injured, he shall ask for compensation or subrogation as stated in the law of Non-life Insurance. If the insured is disabled or dead, he shall be protected by his Life Insurance law and be paid on behalf of the written contract.

After analyzing the legal status under Health Insurance contract, the problem about categorizing such contract is raised. There is no direct law about Health Insurance in the Thai Civil and Commercial Code and there are problems of violation of the Non-life Insurance Act B.E. 2535 (edited No.2) B.E. 2551 and Life Insurance Act B.E. 2535 (edited No.2) B.E. 2551, section 31 and section 33 accordingly. The law stated that the Non-Life Insurance company shall not be engaged in Life Insurance business and Life Insurance company shall be separated from Non-life Insurance business. For example, the Health Insurance is aimed to protect medical expenses arising from illness, accident, including death. Such contract covers Life and Non-Life Insurance contract.

Therefore, the specific law of Health Insurance should be enacted for such matters, by adding the Health Insurance policy or regulation in the Thai Civil and Commercial Code.