930. — If a person who has insured his own property transfers the ownership of such property to another person, the contract of insurance is extinguished.

The foregoing provision does not apply and the contract of insurance is transferred with the property in the following cases :

1) When the property is transferred by way of inheritance.

2) When the underwriter, having received notice of the transfer, agrees to it.

931. — The underwriter is bound to pay compensation for the actual amount of the loss.

The actual amount of the loss shall be valued at the place where, and at the time when, the loss occurred. The sum insured is presumed to be a correct basis for such valuation.

The compensation cannot exceed the sum insured.

932. — The actual amount of the loss includes:

1) The damage caused to the insured property by reasonable measures used for preventing the loss.

2) All reasonable expenses incurred for preserving the insured property from the loss.

933. — A contract of insurance on carriage covers every loss which the goods carried may sustain from the time when they are received by the carrier until they are delivered to the consignee, and the amount of compen-

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934. — The expenses of valuation of the loss must be borne by the underwriter.

935. — If the loss is caused by the fault of a third person, the underwriter who pays compensation is subrogated, up to the amount paid by him, to the rights of the insurer and of the insured against such third person.

If the underwriter has paid part only of the amount of the loss, he cannot exercise the rights mentioned in the foregoing paragraph to the prejudice of the rights which the insurer or the insured retain against the third person for the remainder of the loss.

ILLUSTRATION. — A, underwriter, has paid to B whose house was destroyed by fire the total amount of the loss baht 30,000. It is proved that C caused the fire and an action for compensation may be brought against him. A is entitled to sue C for baht 30,000. Had A paid no more than baht 25,000, he would have had no action against C until B recovered from C the remainder of the loss viz. 5,000 baht.

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