

The English version of the Policy Schedule hereunder is for reference only. In the event of any conflict or discrepancy between the Thai and English versions, the Thai version shall prevail and be treated as the legal and correct version for all purposes.

# Policy Schedule Oasis Group Tour

# Schedule of benefits and services

The most the Company will pay, in any one Period of Insurance, for each Insured Person under this Insurance Policy is the amount stated in the following Schedule of Benefits and Services.

Insurance Benefits	Oasis Group Tour
Insuring Agreement No. 1 – Accidental Death and Permanent Total Disablement  1.1 For Insured Person aged from 16 years old to 75 years old  In case of Accidental death  In case of permanent total disablement due to an accident  In case of permanent total loss of sight due to an accident  In case of permanent total loss of limb(s) due to an accident  1.2 For Insured Person aged under 16 years old or over 75 years old  In case of Accidental death  In case of permanent total disablement due to an accident  In case of permanent total loss of sight due to an accident  In case of permanent total loss of limb(s) due to an accident  In case of permanent total loss of limb(s) due to an accident	Up to 1,000,000 Baht Up to 1,000,000 Baht Up to 1,000,000 Baht Up to 1,000,000 Baht Up to 500,000 Baht Up to 500,000 Baht Up to 500,000 Baht Up to 500,000 Baht
Insuring Agreement No.2 – Overseas Medical Expense Reimbursement  • Medical expenses abroad	Up to 1,500,000 Baht
Insuring Agreement No.3 – Emergency Medical Evacuation and Repatriation Expenses  • Medical assistance/repatriation in case of emergency  • Repatriation in case of death and funeral expenses approved by the Company	Up to 1,500,000 Baht Up to 1,500,000 Baht
Insuring Agreement No. 4 – Additional Transport  • Additional transport for one insured close family member or companion travelling with you if you are repatriated for medical or death reasons	One way business / economy airfare
Insuring Agreement No. 5 – Child Guard  • Additional transport cost to allow one person to go and return with your unaccompanied minor children due to your repatriation	Not insured
Insuring Agreement No. 6 – Trip Cancellation Expenses  • Cancellation fees  • Aggregate Limit of Liability	Not insured
Insuring Agreement No. 7 – Trip Curtailment Expenses  Curtailment fees Aggregate Limit of Liability	Not insured
Insuring Agreement No. 8 – Travel Delay • In case of common carrier breakdown or serious fire, storm, flood, strike, or industrial action at the terminal	2,000 Baht for each complete 12 hours delay; Up to a maximum of 20,000 Baht
Insuring Agreement No. 9 – Missed Connecting Travel • In case of initial common carrier breakdown or serious fire, storm, flood, strike or industrial action at departure points	2,000 Baht for each complete 12 hours; Up to a maximum of 20,000 Baht

Insurance Benefits	Oasis Group Tour
Insuring Agreement No. 10 – Loss of / Damage to Personal Baggage and/or Personal Property  Loss/damage/theft of personal baggage	Up to 10,000 Baht and 5,000 Baht per single article, pair or set
• Valuables	Up to 10,000 Baht and 5,000 Baht per single article, pair or set.  The maximum benefit payable under this section is 10,000 Baht
<ul> <li>Insuring Agreement No. 11 – Baggage Delay</li> <li>In case the checked-in baggage has been delayed, misdirected or temporarily misplaced by the Common Carrier.</li> </ul>	2,000 Baht for each complete 12 hours delay, up to a maximum of 10,000 Baht
Insuring Agreement No. 12 – Loss of Personal Money or Personal Documents Overseas  • Loss, damage or theft of Personal Money or Personal Documents	Not insured
Insuring Agreement No. 13 – Personal Liability  • Accidental damage caused to a third party	Up to 1,000,000 Baht
Insuring Agreement No. 14 – Golf Equipment  • Loss of or damage to golf equipment	Not insured
Insuring Agreement No. 15 – Alternative Employee and/or Resumption of Journey     Reasonable and necessary expenses for an alternative employee to complete the original business commitments and objectives of the Insured Person; or     Reasonable and necessary expenses incurred for resumption of assignment by the Insured Person	Not insured
<ul> <li>Insuring Agreement No. 16 – Replacement of Business Documents</li> <li>Reasonable and necessary expenses for emergency replacement of business documents when the Insured Person's baggage is delayed, misdirected or temporarily misplaced for more than 6 hours</li> </ul>	Not insured
Insuring Agreement No. 17 – Hijack • In case the Insured Person is illegally detained due to hijack of the public transport on which the Insured Person is travelling	Not insured
<ul> <li>Insuring Agreement No. 18 – Bail Bond Facility</li> <li>In case the Insured Person is arrested for inadvertently breaking the law during the Trip due to the improper use of a motor vehicle</li> </ul>	Not insured
Attachment No. 1 – Emergency Telephone Charge • Reimbursement of actual telephone charges incurred to contact the Authorised Company during a medical emergency	Not insured
Attachment No. 2 – Rental Vehicle Excess  • Reimbursement for excess which the Insured Person is liable as a result of an Accident to the rented vehicle	Not insured
Attachment No. 3 – Medical Dispatch  • The Company pays for costs to dispatch necessary medication in case the Insured Person forgot to bring such medicine	Not insured
Attachment No. 4 – Home Renovation or Education Fund  The Company pays for expenses to renovate the Insured Person's Home and/or expenses to purchase medical equipment to facilitate the Insured Person's movement, following a covered accidental disablement  Or the Company pays one time only the sum insured as an education subsidy to dependent child(ren) in case of the Insured Person's death	Not insured
Attachment No. 5 – Emergency Medical Expenses within Thailand  Cover follow-up medical expenses in Thailand within 30 days after the return to Thailand, as a result of Injury or Sickness Overseas	Up to 150,000 Baht
Attachment No. 6 – Hospital Confinement  • Daily sum insured is paid in case the Insured Person is treated as an inpatient in the Overseas hospital	Not insured

Insurance Benefits	Oasis Group Tour
Travel Assistance Services	
Basic Travel Advice concerning the Insured Persons planned trip and information	Available 24 hours
about your intended destination	
Thai or Foreign Embassy Referral	X
Flight Schedules	X
Visa Information	X
Weather Information	X
Exchange Rate Information	X
Airline Regulations Information	x
Concierge Services	
Urgent Message Relay	X
Medical Information	X
Legal Referral	X
Emergency Family Travel Arrangements	X
Hotel Reservations	X
Car Rental Reservations	X
Lost Luggage Retrieval	X
Lost Passport Assistance	X
Translator / Interpreter Service	X
Roaming Information	X
Personal Data Services	X
Flower and Present Purchasing Services	X
Information on Providers of Laptop or Mobile Phone Services	X

# **Travel Insurance Policy**

In reliance upon the statements declared in the proposal of Travel Insurance which forms part of this Insurance Policy and in consideration of the premiums paid by the Policyholder or Insured Person, the Company agrees to insure the Insured Person in accordance to the definitions, conditions, insuring agreement, exclusions and attached endorsements of this Insurance Policy.

This Insurance Policy offers coverage for business and/or leisure Trips of employed person(s) and/or non-employed person(s), provided that these person(s) are declared and paid for.

# 1. Policy Definitions

Unless otherwise stipulated herein, all words and phrases (expressions) which meanings as specially defined elsewhere in this Policy shall have the same meanings as appeared hereunder.

- Insurance Policy means the Schedule, the table of benefit, the general conditions terms and conditions, the insuring agreements, exclusions, provisions, attachments, special provisions, warranties, endorsements and summary of policy terms, general conditions, coverage and exclusions considered as being part of the Insurance Contract
- Period of Insurance means the period from the date the policy comes into force to the date the policy ends, as stated in the Policy Schedule
- **3. Company** means the Company issuing this Insurance Policy
- **4. Policyholder** means the person named as the policyholder in the Schedule and/or endorsements who has applied for this Insurance Policy for the benefit of the Insured Person
- 5. Insured Person means the person(s) named as the insured person in the schedule and/or endorsements who is/are the insured person(s) under this Insurance Policy and must be from 6 months up to 80 years of age

- 6. Accident means an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured Person
- Injury means bodily injury caused directly by an Accident and happens independently from other causes
- 8. Sickness means symptoms, unusual condition, illness or disease of the Insured Person
- 9. Serious Injury or Serious Sickness means:
  - when applied to the Insured Person, is Injury or Sickness which
    requires treatment by a Physician and which results in the
    Insured Person being certified by the Physician as being unfit to
    travel or continue with the original Trip,
  - when applied to the Immediate Family Members, is Injury or Sickness certified as being dangerous to life by a Physician and which results in the Insured Person's discontinuation of the original Trip.
- **10. Trip** means a period of travel undertaken by the Insured Person as follows:
- 10.1 Overseas Trip the policy coverage shall commence on the commencement of the Period Of Insurance or 2 hours before the Insured Person travels out of Thailand whichever is later, and continue until the Insured Person returns to his accommodation in Thailand or within 2 hours after arriving in Thailand or until the end of the Period of Insurance stated in the Policy Schedule, whichever comes first.
- 10.2 Domestic Trip the policy coverage shall commence on the commencement of the Period Of Insurance or when the Insured Person leaves their Home or Place of Work, whichever is later, to undertake a journey where the destination is more than 200km from the Insured Person's Home but within Thailand, and continues until the Insured Person returns to his/ her Home or Place of Work or

- until the end of the Period of Insurance stated in the Policy Schedule, whichever comes first.
- 10.3 Automatic Extension of Period of Insurance If the Insured Person, during the Period of Insurance receives medical treatment and must continue treatment as an in-patient, the coverage under this Insurance Policy shall be extended until the date the Company or Authorized Company consider that the Insured Person can return to Thailand or the Home Country. Notwithstanding that, the Company is only liable up to the sum insured specified in the Policy Schedule.
- 11. Common Carrier means any road, rail, sea or air conveyance operated under a license issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed and established routes only.
- **12. Physician** means any road, rail, sea or air conveyance operated under a license issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed and established routes only.
- **13. Nurse** means a person holding a license as a nurse.
- 14. Hospital means any place providing medical treatment and services, able to accept patients to stay overnight and having space, elements, sufficient medical staff, and also offering the full array of medical services, especially an operating room for major surgery and holding a license as a hospital pursuant to the laws of the treatment place jurisdiction.
- **15. Inpatient** means a person who is registered as an inpatient and admitted to a Hospital or Medical Center, diagnosed and under the care of a licensed medical practitioner for not less than six hours, for as much time as the Medical Necessity requires. This also includes a circumstance in which an inpatient dies within 6 hours after being hospitalized.
- **16. Medical Center** means any place providing medical treatment and services, able to accept patients to stay overnight and holding a license as a medical center pursuant to the laws of that jurisdiction.
- 17. Clinic means a place with modern treatment capability, holding a license pursuant to the laws, operated by a Physician, offering treatment, and diagnosis but not being able to accept patients overnight.
- **18. Home Country** means the country declared by the Person Insured to the Company as being the country whose nationality he or she bears.
- **19. Immediate Family** means an Insured Person's spouse; parents; parents-in-law; legitimate children; siblings; grandparents; grandchildren; legal guardian; or ward.
- 20. Close Business Associate means
- 20.1 business associate, not a fellow employee of the Insured Person, where the business relationship with the Insured Person is continuous and interdependent, and essential for the Insured Person's business, or
- 20.2 business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business, or
- 20.3 fellow employee of the Insured Person.
- 21. Medical Necessity means medical services subject to the following conditions:
- 21.1 must be in accordance with the diagnosis and the received treatment must be according to the Injury or Sickness of the Insured Person receiving the service.

- 21.2 must have clear medical indications pursuant to the current modern medical standards.
- 21.3 must not be for the convenience of the person receiving service or his family or of the service provider and
- 21.4 must be proper medical services pursuant to the patient caretaking standards and the Injury or Sickness of the person receiving services.
- 22. Pre-existing Condition means any condition which the Insured Person knew about or received medical care, advice for treatment, diagnosis, consultation or prescribed drugs within 24 months preceding the date that the Insured Person became insured under this Insurance Policy, or a condition for which medical advice or treatment was recommended by a Physician within 24 months preceding the date that the Insured Person became insured under this Insurance Policy.
- from AIDS means Acquired Immune Deficiency Syndrome contracted from AIDS virus and from micro-organism, Malignant Neoplasm or contracted disease or illness which the blood result indicating HIV (Human Immunodeficiency Virus) positive. Infection with micro-organism also including but not limited to Pneumocystis Carinii Pneumonia, Organism or Chronic Enteritis, Virus and/ or Disseminated Fungi Infection, Malignant Neoplasm including but not limited to Kaposi's Sarcoma, Central Nervous System Lymphoma and/or other diseases currently known as Acquired Immune Deficiency Syndrome or causing sudden death, sickness or disablement. AIDS also includes HIV (Human Immunodeficiency Virus), Encephalopathy Dementia and virus epidemic.
- 24. Terrorism means an act with force or violence and/or threat of a person or any group irrespective of acting solely, for someone or relating to any organization or government with political, religious aim or other similar objectives including an act to frighten the government and/or the public or part of the public.
- **25. Authorized Company** means the solely juristic person that has been authorized by the Company to provide assistance services to the Insured person who is specified in the schedule.
- **26. Home, usual place of residence** means the place where the Insured Person usually lives in Thailand
- **27. Place of Work** means the place of regular employment of the Insured Person in Thailand
- **28. Overseas** means the destination of the Insured Person

# 2. General Conditions

#### 2.1 Insurance Contract

This insurance contract is entered into by the Company in reliance of the Policyholder and/or Insured Person's statements in the Proposal Form and additional statements if any, signed by the Policyholder and/or Insured Person as an evidence of the agreement to insure and whereby the Company issues this Insurance Policy and the summary of policy terms, general conditions, coverage and exclusions.

In the event an applicant misrepresents or omits to inform the Company of any relevant fact, the Company upon being aware of the true situation, may decide to increase premium or void the policy as per Clause 865 of Civil and Commercial Code.

The Company cannot deny acceptance of responsibility except where there has been material misrepresentation in the aforementioned documents submitted by the applicant.

#### 2.2 Completeness of Contract and Changes in the Insurance Policy

This Insurance Policy together with the Insuring Agreements and Endorsements form the insurance contract. Any change in the wording of the contract must be approved by the Company and endorsed in the Insurance Policy or endorsement before the change is valid and covered under the Insurance Policy.

### 2.3 Interpretation

In relation to any such dispute arising out of or incidental to this Insurance Policy, such dispute shall be determined in accordance with the Thai law and the parties agree to submit to the jurisdiction of any competent court in Thailand.

#### 2.4 Medical Examination

The Company has the right to medically examine the Insured Person who is claiming benefit under this Insurance Policy and has the right to conduct an autopsy, within the limits of the law, in case of death, and the expense incurred will be paid by the Company.

#### 2.5 Subrogation

In the event of any payment under this Insurance Policy, the Company shall be subrogated to all the Insured Person's rights of recovery thereof against any person or organization and the Insured Person shall execute and deliver instruments and documents and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

#### 2.6 Notification

The Insured Person or the Beneficiary or the representative of the said person, whichever the case may be, must report the Injury or Sickness to the Company without delay. In the event of death, immediate notice must be given to the Company unless it can be proved that the circumstances make it impossible to do so and the notification is given to the Company as early as possible. In all other events – As soon as practicable or latest within 30 days after the loss or damage

Failure to report the loss or damage to the Company within the specified timeframe shall not invalidate any claim if it can be demonstrated that it is not the fault of the Insured Person not to submit the notification/evidence within the timeframe and that the Insured Person sent the notification/evidence as soon as practicable.

#### 2.7 Claim and Proof of Loss

# 2.7.1 Claim for Medical Expenses

In claiming for medical expenses, the Insured Person, at his own expense, must give the Company the following evidences within 30 days from the date the Insured Person is being discharged from the Hospital or the Medical Center or the Clinic:

- a) Completed Claim Form of the Company
- b) Medical report containing material symptoms, diagnosis and treatments given and signed by the treating doctor
- Original receipt and invoice listing itemized medical expenses and the final amount
- d) Copy of Insured Person's passport

The receipt showing the expense items must be original. The Company will return the original receipt if it is not fully paid noting the amount already paid so that the Insured Person can claim the amount not yet compensated from other insurance companies, if any. If the Insured received compensation from the government or other welfare schemes, the Insured Person must submit to the Company the certified receipt of the public welfare schemes or other entities in order to claim the remaining amount from the

Company in accordance with terms and conditions under this Insurance Policy.

#### 2.7.2 Claim for Permanent Total Disablement Benefits

The Insured Person must, at his own expenses, give the following evidences to the Company within 30 days from the date of diagnosis by a Physician that the Insured Person suffers permanent total disablement:

- a) Completed Claim Form of the Company
- b) Physician report certifying the permanent total disablement
- c) Copy of Insured Person's passport

#### 2.7.3 Claim for Compensation in Case of Death

The beneficiary must, at the beneficiary's expense, give the following evidences to the Company within 30 days from the date of death:

- a) Completed Claim Form of the Company
- b) Death certificate
- c) Copy of autopsy certified by authorized personnel
- d) Copy of police report certified by authorized officer
- e) Copy of personal identification card and the house registration indicating "deceased" status of the Insured Person
- f) Copy of Insured Person's passport and proof of traveling
- g) Copy of personal identification card and the house registration of the beneficiary

#### 2.7.4 Claim for Other Benefits

The Insured Person shall submit the following evidences to substantiate its claim to the Company within 30 days of the notification of claim:

- a) Completed Claim Form of the Company;
- b) Original receipt(s);
- c) Copy of the Insured Person's passport or sufficient evidence of traveling;
- d) Copy of Police report certified by authorized officer in case of claiming under Insuring Agreement(s) Loss of Personal Baggage and/or Personal Property, or Loss of Personal Money and/or Personal Document Overseas, or Emergency Cash Advance;
- e) Invoice(s) and other relevant documents;
- f) Documents or written confirmation letter from the Common Carrier including relevant details of traveling in case of claiming under Insuring Agreement(s) Travel Delay, Baggage Delay, Missed Connecting Travel, or Replacement of Business Documents:
- g) In case of claiming under Insuring Agreement Trip Cancellation Expenses or Insuring Agreement Trip Curtailment Expenses, the Insured Person must give the following additional evidences:
  - Documentary proof of the Insured Person's payment for deposits, travel fare and accommodation charges and pre-booked excursion as well as original copies of additional traveling and hotel accommodation charges incurred;
  - Copies of medical or death certificate from a qualified Physician treating the Insured Person, Insured Person's Immediate Family or Close Business Associate;
- Copy of the court order stating the bond amount to be posted in case of claiming under the Insuring Agreement Bail Bond Facility;

i) Other documents requested by the Company, if necessary.

Non-compliance within the specified time shall not jeopardize the right to claim if it can be proved that there is reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as reasonably possible.

#### 2.8 Indemnification

The Company will pay compensation within 15 days from the date the Company receives complete and correct proof of loss or damage. Compensation for death will be paid to the beneficiary while other types of compensation will be paid to the Insured Person

In the event the Company wishes to investigate a claim for compensation under Insuring Agreement, the time so specified may be extended if necessary but in no event shall this total period be more than 90 days after all documents are received by the Company.

If the Company cannot pay compensation within the above specified period, the Company will be liable for a penalty charge of 15 per cent per annum of the amount of money that must be paid starting from the date the payment becomes due.

If the medical treatment is given by Hospital or the Medical Center or the Clinic outside Thailand, the Company will pay the compensation in Thai Baht by using the exchange rate on the date given on the medical expenses receipt.

#### 2.9 Fraudulent Claims

If the Policyholder, Insured Person, or anyone acting on the Insured Person's behalf, uses fraud or dishonest means to obtain a claim payment under this Insurance Policy or obtain cover for which the Insured Person does not qualify, all benefits under this Insurance Policy will be lost. All benefits claimed fraudulently and received must be paid back to the Company.

#### 2.10 Payment and Return of Premium

- 2.10.1 The Policyholder or the Insured Person must pay the premium promptly or prior to the commencement of coverage.
- 2.10.2 In case of Single Trip coverage, there is not entitlement for a premium refund unless there is evidence from the embassy displaying that the Insured Person's visa application is not approved. In this case, the Insured Person must inform the Company of the visa disapproval prior to the policy effective date.
- 2.10.3 In case of Annual Trip coverage, The Policyholder or the Company has the right to terminate the Insurance Policy subject to the following conditions:
  - a) The Company may terminate this Insurance Policy by sending notice in writing at least 15 days prior to such termination by registered mail to the last known address of the Policyholder as declared to the Company. In such event, the Company shall be liable to refund the premium for unused insured days to the Policyholder on pro-rata basis.
  - b) The Insured Person may terminate this Insurance Policy by giving notice in writing to the Company and shall be entitled to receive a refund premium after deducting premium for the period that the Insurance Policy has been in forced according to the Short Period Schedule, provided that the Insured Person confirms in writing that no claim under the Insurance Policy would be made.

Short Period Schedule		
Period of Insurance (Not over / months)	Percentage of Annual Premium	
1	15	
2	25	
3	35	
4	45	
5	55	
6	65	
7	75	
8	80	
9	85	
10	90	
11	95	
12	100	

The termination of the Insurance Policy under this provision must be made for the whole policy only. Neither party can cancel only part of the coverage during the Period of Insurance.

After a claim has been made and fully or partly compensated under the Insurance Policy, the Insured Person can still cancel the Insurance Policy, but the Company will not refund any part of the premium.

# 2.11 Maximum Amount Payable

The Company's total liability for all claims under one or more Insuring Agreement(s) which arise out of any one event or series of related events shall not exceed 100,000,000 Baht, where the company insures more than one person.

#### 2.12 Arbitration

In case of argument, dispute or appeal under this Insurance Policy between the person who has a right to claim under the Insurance Policy and the Company, and if that person desires to settle the disputed claim by use of arbitration, the Company agrees to conform and allow the case to be judged by arbitration according to the Arbitrating Regulation governed by the Office of Insurance Commission.

#### 2.13 Expiry of Legal Actions

No action at law or in equity shall be brought to recover on this Insurance Policy after the expiration of 2 years after the time written proof of loss is required to be furnished.

#### 2.14 Precedent Condition

The Company shall not be liable to compensate under this Insurance Policy unless the Policyholder, Insured Person, the beneficiary or the representatives thereof have complied with the insurance contract and the policy conditions.

#### 2.15 Other Insurance

If at the time a claim is made by the Insured Person under this Insurance Policy there is any other insurance covering the same liability, the Company shall not be liable to pay or contribute any amount other than that which is in excess or otherwise not recoverable from the other insurance.

# 3. General Exclusions

This insurance shall not cover for any loss or damage or Injury resulting from or arising in connection with or consequent upon or happening at the time of the following:

- the Insured Person under the influence of alcohol, solvent or drugs, except those drugs as prescribed by a Physician "Under the influence of alcohol" means in case of blood test, there must be alcohol level in the blood from 150 milligram percent and above;
- 2. mental and nervous disorders, including but not limited to insanity;
- any claim or expense of any kind which is directly or indirectly caused by, contributed by, or arising from sexually transmitted diseases, Human Immunodeficiency Virus Infection ("HIV"), Acquired Immune Deficiency Syndrome ("AIDS") or any form or variation of HIV or AIDS, however caused;
- 4. whilst the Insured Person is acting as soldier, police, emergency medical or fire service personnel or volunteering and participating in war or crime suppression;
- 5. whilst the Insured Person is engaging in motorcycling whether as a rider or passenger, without a valid motorcycle license to ride the motorcycle in the country the Insured Person is traveling in;
- 6. whilst the Insured Person is participating in a quarrel or fight or involving in provoking a quarrel or fight;
- whilst the Insured Person is committing a crime or whilst being arrested or fleeing from being arrested, except for claims under Insuring Agreement Bail Bond Facility;
- the Insured Person not following restrictions, suggestions or recommendations made by the government or other official authorities:
  - against travel to a particular country or parts of a country or
  - about a strike, riot, civil commotion, bad weather, or contagious disease
- inability to travel due to financial reasons or mere disinclination to travel or due to the bankruptcy or liquidation of the company providing the Insured Person's transport or accommodation, their agents or any person acting for the Insured Person;
- 10. war, invasion, act of foreign enemies or warlike act, whether declared or not, civil war, lock-out, insurrection, revolution, riot, strike, civil commotion, coup, declaration of martial law or other situations causing declaration or the continuation of martial law, or Terrorism, hijack and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism unless specifically listed as covered in the insuring agreement;
- 11. Cancellation, Evacuation and/or Repatriation claims resulting from the closure of frontiers decided by a state or any competent authority representing that state are not covered.

However, the following remain insured:

- Evacuation and/or repatriation claims resulting from Sickness or Accident occurring within those countries including in the case of riots or civil commotions in which the insured takes no active part. In such cases, the cover shall cease 14 days after the inception of these events.
- Cancellations resulting from the closure of the frontier of the
  country or of one of the countries visited during the insured Trip,
  provided that no alternative solution has been offered by the
  travel agents or the tour operator, and subject to the closure of the
  frontiers being declared within 14 days of the departure to this
  country.
- ionizing radiation or radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel and any process of self-sustaining nuclear fission or fusion;

- explosion of radioactive or nuclear elements or other dangerous material that may give rise to explosion, burning or radiation in the nuclear process;
- whilst happening in the country or jurisdiction exempted from coverage specified in any endorsement attached to this Insurance Policy (if any).
- 15. the Insured Person's claim arises because the Insured Person acts illegally or breaks any government prohibition or regulation including visa requirements.
- 16. suicide, attempted suicide or self-inflicted Injury;
- 17. any treatment by a Physician if the Physician is the Insured Person, the Insured Person's parent, spouse, child or a person booked to accompany the Insured Person on the Trip, or a person who is related to the Insured Person.
- 18. childbirth, abortion, or miscarriage (unless the Injury is caused by an Accident covered under this Insurance Policy);
- 19. whilst the Insured Person is being employed on merchant vessels, engaging in naval, military or air force service or operations or testing of any kind of conveyance or whilst engaging in offshore activities like diving and oil rigging or mining or aerial photography or handling of explosives;
- whilst the Insured Person is practicing or engaging in professional sports or engaging in sports competitions or preparatory trainings on amateur basis;
- 21. whilst the Insured Person is engaging in the occupation of flying an aircraft or being a crew member on duty in an aircraft
- 22. whilst the Insured Person is flying, or getting on or getting off or being on board or traveling as a passenger, an aircraft which is not duly licensed to carry fare-paying passengers and/or is not a commercial flight;
- 23. whilst the Insured Person is taking part in racing of all kinds including car, boat and horse racing, ski racing, including jet-ski, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot air balloon or gliding, bungee jumping and scuba diving; boarding or traveling in a hot air balloon or gliding, bungee jumping and scuba diving;
- 24. a Trip undertaken against the advice of a Physician or for the purpose of obtaining treatment abroad;
- 25. Pre-existing Conditions
- 26. the Insured Person having been given a terminal diagnosis
- 27. any claim arises from an epidemic or pandemic.

# 4. The Company or Authorized Company's Intervention

The Company or Authorized Company's interventions are carried out under the national laws and regulations. The Company or Authorized Company's services are subject to the required authorizations by the relevant authorities. The Company and the Authorized Company cannot be held liable for delays in, or prevention of, the agreed services resulting from a case of force majeure or from events such as strikes, riots, civil commotion, restrictions to free circulation, sabotage, terrorist attacks, civil or foreign war, any consequences of a source of radioactivity or of any Act of God.

# 5. Insuring Agreement

In addition to the definitions, general conditions, insuring agreements, exclusions and attached endorsements of this Policy and in consideration of the premium paid by the Insured, the Company shall provide coverage as follows:

# Insuring Agreement 1: Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability due to Accident

# **Additional Definition Specific to This Section**

**Dismemberment** means loss of limb from the wrist joint or the ankle joint and shall include total loss of use of that limb, which according to the qualified medical practitioner, will never be able to function at any time in the future.

**Loss of Sight** means complete blindness which is permanently incurable.

**Total Permanent Disability** means disability to the extent of being unable to perform the normal duty in the Insured Person's regular occupation or any other occupation totally and permanently.

#### Cover

This Insurance Policy covers any loss or Injury sustained by the Insured Person arising from an Accident, resulting in Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability within 180 days from the date of Accident or causes the Insured Person to receive continuous medical treatment as an In-patient at a Hospital or Medical Center and suffers loss of life due to that Injury at any time, solely and independently of any other cause, the Company will pay the Insured Person the relevant benefit payable specified in the Schedule of Benefits Payable below.

#### **Schedule of Benefits Payable**

For Loss of Life	100% of the sum insured
Total Permanent Disability for at least 12 consecutive months from the date of the Accident unless it can be proved that the Insured Person is permanently disabled.	100% of the sum insured
Loss of both hands from wrist joint, or loss of both feet from ankle joint or Loss of Sight in both eyes.	100% of the sum insured
Loss of one hand from wrist joint and one foot from ankle joint)	100% of the sum insured
Loss of Sight in one eye and loss of one hand from wrist joint	100% of the sum insured
Loss of Sight in one eye and loss of one foot from ankle joint	100% of the sum insured
Loss of one hand from wrist joint	60% of the sum insured
Loss of one foot from ankle joint	60% of the sum insured
Loss of sight in one eye	60% of the sum insured

The Company will compensate only one item of loss which has the highest payable Benefit Amount. During the Period of Insurance, the Company will compensate the loss under this coverage in aggregate not exceeding the sum insured stated in the Policy Schedule. If the Company has not paid the full sum insured, the Company shall provide cover until the end of the Period of Insurance for the remaining sum insured.

# Insuring Agreement 2: Overseas Medical Expenses Reimbursement

# **Additional Definition Specific to This Section**

**Necessary and Reasonable Expenses** means medical expense and/or any reasonable costs comparing to services charged for general patient at the Hospital or the Medical Center or the Clinic where the Insured Person receives the treatment;

**Medical Standard** means regulations or universal modern medical guidelines entailing a proper medical treatment plan suitable for patient

and in accordance with conclusions from Injury, Sickness records, autopsy results or other records (if any).

#### Cover

This Insurance Policy covers Necessary and Reasonable Expense occurring Overseas from treatment of Medical Necessity according to the Medical Standard as a result of accidental Injury or Sickness sustained by the Insured Person during the Trip Overseas, solely and independently of any other cause. The Company will pay the Insured Person, up to the sum insured specified in the Policy Schedule.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss or damage or Injury resulting from or arising in connection with or consequent upon or happening at the time of the following:

- 1. expenses for any implants, prosthesis, apparatus and optical expenses;
- expenses for physiotherapy, and medically non-justified treatments and surgical processes;
- expenses for dental or optical expenses unless incurred as a result of an Accident;
- 4. for preventive expenses or vaccination expenses;
- 5. expenses incurred in Thailand

# Insuring Agreement 3: Emergency Medical Evacuation and Repatriation Expenses

#### **Additional Definitions Specific to This Section:**

#### **Emergency Medical Evacuation** means

- 1.1 emergency transportation of the Insured Person from the location where the Insured Person suffers accidental Injury or Sickness to the nearest suitable Hospital where appropriate medical treatment can be obtained; or
- 1.2 after initial treatment at a local Hospital, the Insured Person's medical condition warrants transportation to a Hospital or the Insured Person's Home in Thailand for further medical treatment or recovery.

**Covered Expenses** means expenses for transportation, medical services and medical supplies necessarily incurred in connection with the Emergency Medical Evacuation of the Insured Person. All transportation arrangements and expenses, medical supplies and services made for Emergency Medical Evacuation of the Insured Person must be approved and arranged by Authorized Company.

**Repatriation** means the necessary arrangements for the return of the Insured Person's mortal remains to his/her Home in Thailand or Home Country in the event of the Insured Person's death.

# Cover

### **Emergency Medical Evacuation**

This Insurance Policy covers Emergency Medical Evacuation of the Insured Person, as a result of accidental Injury or Sickness sustained by the Insured Person during a Trip. If according to the opinion of Authorized Company, it is judged medically appropriate to move an Insured Person to another location or return to Thailand for medical treatment, Authorized Company shall arrange for Emergency Medical Evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person's condition. The Company shall pay directly to Authorized Company the Covered Expenses for such Emergency Medical Evacuation.

The means of Emergency Medical Evacuation arranged by Authorized Company may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means.

All decisions as to the means of transportation and the final destination will be made by Authorized Company, and will be based solely upon Medical Necessity.

#### **Repatriation Expenses**

This Insurance Policy covers Repatriation arrangement of the Insured Person's mortal remains to his/her Home in Thailand or Home Country if the Insured Person dies as a result of accidental Injury or Sickness during the Trip. The Company shall pay directly to Authorized Company the covered expenses for such Repatriation.

For the return of the mortal remains to the Home Country, other than Thailand, the Company shall not be liable for expenses in excess of expenses that would be deemed to have incurred for Repatriation back to Thailand.

The Company shall reimburse to the Insured Person's Estate expenses actually incurred for services and supplies provided by mortician or undertaker, including but not limited to the cost of casket, and cost of burial or cremation but not including funeral ceremonies or rituals.

In no event shall the total Emergency Medical Evacuation and Repatriation Expenses incurred exceed the limit of sum insured specified in the Policy Schedule.

# **Specific Conditions**

The Company has appointed Authorized Company to help the Insured Person with any Overseas medical emergency. The conditions of using Authorized Company are provided below:

- 1. Decisions are taken solely in the Insured Person's medical interest.
- Authorized Company's doctors and/or medical personnel shall contact
  the local medical facilities and, if needed, the Insured Person's usual
  doctor to collect information allowing Authorized Company to take the
  decisions best suited to the Insured Person's health condition.
- The Insured Person accepts that the Insured Person's evacuation is decided and managed by medical personnel of Authorized Company with officially acknowledged qualifications in the said personnel's country of usual practice.
- 4. Authorized Company interventions are carried out under the national and international laws and regulations. Authorized Company's services are subject to the required authorizations by the relevant authorities.
- 5. In case of any refusal on the Insured Person's part to comply with the decisions taken by Authorized Company means the Insured Person exempt the Company and Authorized Company from any liability concerning the consequences of such an initiative and the Insured Person will then lose all the Insured Person's rights to the services of Authorized Company and the indemnities from the Company.
- 6. Where Authorized Company has provided an assistance service, the Company will become the owner of the original transport ticket(s) and the Insured Person will undertake to send the ticket(s) to Authorized Company or reimburse the Company the amount recovered from the organization having issued the transport ticket(s). If the Insured Person had not purchased any ticket for the Insured Person's return journey, the Company reserves the right to claim from the Insured Person the expenses that the Insured Person would necessarily have incurred for the return journey.

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

- any expense for a service not approved and arranged by Authorized Company, except that this exclusion shall be waived in the event the Insured Person cannot for reasons beyond his control notify Authorized Company during an emergency medical situation. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for services which Authorized Company would have provided under the same circumstances and up to the sum insured specified in the Policy Schedule;
- 2. Medical Insurance and Medical Assistance Exclusion: Your claim arises from an Epidemic or Pandemic.

# **Insuring Agreement 4: Additional Transport**

#### Cover

The Company will pay for additional transport expenses (return trip business or economy travel ticket equal to the original booked class of travel) for one insured closed family member or one traveling companion traveling with the Insured Person to return to their Home or Place of Work, if they cannot use the transport initially planned due to the Insured Person's repatriation or death which is covered under Insuring Agreement 3 Emergency Medical Evacuation and Repatriation Expenses.

# Insuring Agreement 5: Child Guard

#### **Additional Definition Specific to This Section**

**Child(ren)** means the Insured Person's legally dependent child(ren).

#### Cover

This Insurance Policy covers if the Insured Person, accompanied by the Insured Person's child(ren) aged under 12, sustains accidental death, Injury or Sickness, and is receiving medical treatment as an in-patient in an Overseas Hospital or Medical Center. The Company will pay for reasonable traveling expenses (return trip economy travel ticket) necessarily incurred by one (1) relative of the Insured Person to go and return to Thailand with the Insured Person's child(ren) staying alone due to the Insured Person's hospitalization, up to the sum insured specified in the Policy Schedule.

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

 any expense not approved and arranged by Authorized Company, or an authorized representative of Authorized Company, except that this exclusion shall be waived in the event Authorized Company fails to make such arrangement within a reasonable time in any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for which Authorized Company could have provided under the same circumstances and up to the sum insured specified in the Policy Schedule.

# Insuring Agreement 6: Trip Cancellation Expenses

#### Cover

This Insurance Policy covers if the Insured Person's confirmed Trip is cancelled, within 30 days before the commencement of the Trip, due to the following unforeseen circumstances beyond the control of the Insured Person:

- Death, Serious Injury or Serious Sickness of the Insured Person, the Insured Person's Immediate Family or Close Business Associate; or
- Cancellation of Scheduled Common Carrier consequent upon riot, strike, industrial action, civil commotion, storm or typhoon; or
- 3. Witness summons of the Insured Person;

The Company shall reimburse the Insured Person for advance payments and loss of deposits for unused travel fare, hotel accommodation and prebooked excursions paid or where there is a contract to pay by the Insured Person, which are irrecoverable from any other source, up to the sum insured specified in the Policy Schedule.

#### **Specific Conditions**

The Insured Person shall take all necessary and immediate steps to inform the travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel or curtail the travel arrangement.

If the Insured Person has failed to inform the travel agent or tour operator or provider of transport or accommodation immediately or no later than 48 hours and if it can be demonstrated that the delay in notification is the fault of the Insured Person, then the Company will only reimburse the cancellation fees contractually payable on the date of the event and the Insured Person will remain responsible for the difference.

# **Aggregate Limits of Liability**

The Company's total liability for all claims arising under this Insuring Agreement which arise out of any one event or series of related events shall not exceed the limit of sum insured specified in the Policy Schedule.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

- any loss that is covered by any other existing insurance, government program or which will be paid or refunded by a hotel, travel agent Common Carrier or any other provider of travel and/or accommodation;
- 2. Failure to comply with the vaccination schedule or as required by the destination country the Insured Person is traveling to;
- Circumstances that the Insured Person had expected to occur or knew about on or before the issue date of the Insured Person's Insurance Policy;

# Insuring Agreement 7: Trip Curtailment Expenses

#### Cover

This Insurance Policy covers if the Insured Person's confirmed Trip should be curtailed due to the following unforeseen circumstances beyond the control of the Insured Person:

- 1. Serious Injury or Serious Sickness of the Insured Person; or
- 2. Death, Serious Injury or Serious Sickness the Insured Person's Immediate Family or Close Business Associate; or
- Curtailment of Scheduled Common Carrier consequent upon riot, strike, industrial action, civil commotion, storm or typhoon; or
- 4. Being a subpoena to testify in the court of the Insured Person.

The Company shall reimburse the Insured Person for

 advance payments and loss of deposits of unused travel fare, hotel accommodation and pre-booked excursion paid by the Insured Person

- less the value of applied credit from unused return travel tickets to return Home
- additional accommodation charges and traveling expenses due to the Insured Person being required to re-route the Trip, which are irrecoverable from any other source up to the limit of sum insured specified in the Policy Schedule.

#### **Specific Conditions**

The Insured Person shall take all necessary and immediate steps to inform the travel agent or tour operator or provider of transport or accommodation if it is found necessary to curtail the travel arrangement.

#### **Aggregate Limits of Liability**

The Company's total liability for all claims arising under this Insuring Agreement which arise out of any one event or series of related events shall not exceed the limit of sum insured specified in the Policy Schedule.

### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

- any loss that is covered by any other existing insurance, government program or which will be paid or refunded by a hotel, travel agent, Common Carrier or any other provider of travel and/or accommodation;
- 2. circumstances that the Insured Person had expected to occur or knew about on or before the issued date of the Insured Person's Insurance Policy.

### **Insuring Agreement 8: Travel Delay**

#### Cover

This Insurance Policy covers if the scheduled Common Carrier which the Insured Person had arranged to travel on is delayed for not less than the number of hours stipulated in the Policy Schedule and/or the table of benefit (not exceeding 12 hours) from the time specified in the itinerary supplied to the Insured Person due to strike, industrial action, mechanical breakdown or defect and/or structural defect of the Common Carrier or serious fire, storm or flood at departure points, the Company will compensate as per the sublimit of sum insured for each delay lapse as per the Policy Schedule and/or the table of benefit (not exceeding 12 hours) up to the maximum sum insured stipulated in the Policy Schedule.

# **Specific Conditions**

Claims for compensation will be calculated on the basis of the difference between the Insured Person's scheduled time of arrival and the actual time of arrival at the Insured Person's final destination.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

- 1. delay arising from:
  - failure to check-in according to the itinerary supplied to the Insured Person;
  - 1.2 strike or industrial action which began or was announced before the Period of Insurance started and where the Insured Person could have reasonably made other travel arrangements;
- 2. any amount recoverable from any other source.

# **Insuring Agreement 9: Missed Connecting Travel**

#### Cover

This Insurance Policy covers if the Insured Person missed any onward connecting scheduled Common Carrier transportation the Insured Person is booked on abroad due to the late arrival of the Common Carrier the Insured Person is traveling on to the connecting point because of strike or industrial action, mechanical breakdown or defect and/or structural defect of the Common Carrier or serious fire, storm or flood at departure points.

The Company will pay the sublimit of sum insured for the each delay lapse as per the Policy Schedule and/or the table of benefit (not exceeding 12 hours), up to the maximum sum insured stipulated in the Policy Schedule. Provided the Insured Person has no alternative onward transportation being made available to the Insured Person within the number of hours stipulated in the Policy Schedule and/or the table of benefit (not exceeding 12 hours) after the actual arrival time of the Insured Person's initial flight.

In addition, Authorized Company will arrange and the Company will pay for reasonable overnight hotel accommodation costs if the delay exceeds the number of hours stipulated in the Policy Schedule and/or the table of benefit (not exceeding 12 hours) up to the maximum sum insured stipulated in the Policy Schedule.

#### **Specific Conditions**

Claims for compensation will be calculated from actual time of arrival until the departure of alternative onward transportation.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss resulting from or arising in connection with or consequent upon or happening at the time of the following:

- 1. delay arising from:
  - 1.1 failure to check-in according to the itinerary supplied to the Insured Person;
  - 1.2 strike or industrial action which began or was publicly announced before the Insured Person's Insurance Policy becoming effective;
  - 1.3 failure of Common Carrier caused by strike or industrial action which began or was announced before the Insured Person left Home and where the Insured Person could have reasonably made other travel arrangements;
- 2. any amount recoverable from any other source;
- 3. any cost for overnight accommodation which has not been arranged by the Authorized Company.

# Insuring Agreement 10: Loss of or Damage to Personal Baggage and/or Personal Property

### **Additional Definitions Specific to This Section:**

**Personal Baggage** or **Personal Property** means personal goods and property belonging to the Insured Person, or for which the Insured Person is responsible and which is taken by the Insured Person on the Trip, or acquired by the Insured Person during the Trip.

**Pair** or **set** means a number of items of Personal Baggage or Personal Property that belong together or can be used together.

**Personal Money** means the Insured Person's coins, banknotes, currency, travelers checks travel/transport tickets, hotel and other holiday vouchers which can be converted into cash or replaced, petrol coupons, telephone cards, credit cards and magnetic cards.

**Personal Documents** means Green Card, passports, identity papers and driving licenses.

#### Cover

This Insurance Policy covers if the Insured Person, during a Trip, sustains loss of or damage to Personal Baggage or Personal Property taken or purchased on the Trip. The Company shall indemnify the Insured Person in respect of such loss or damage up to the sum insured specified in the Policy Schedule. The Company shall not be liable for more than the sum insured (per item limit, Pair or Set limit and maximum limit) specified in the Policy Schedule.

In the event of loss, the Insured Person must report the loss to the police and if applicable the Common Carrier within 24 hours upon discovery unless it can be proved that there is a reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible and the Insured Person must obtain a written report of such loss either from the police and relevant authority such as Hotel and Airline management having jurisdiction at the place of the loss.

In respect of loss of or damage to any one article forming part of a Pair or Set, the value of the particular part or parts which may be lost is assessed without reference to any special value such parts may have forming a Pair or Set but in any event not exceeding the sum insured per item specified in the Policy Schedule.

If any property is proved to be beyond economical repair, the Company shall settle the claim as if the property is lost.

In the event of loss or damage, the Company shall be entitled to take and keep possession of such Personal Baggage or Personal Property and to deal with salvage in a reasonable manner or at its own option reinstate or repair or pay for the cost to reinstate or repair the Insured Person's Personal Baggage or Personal Property subject to due allowance of wear and tear, loss of value and depreciation.

In case stolen or lost objects are found, the Insured Person must inform the Company by registered letter as soon as the Insured Person is informed that the items have been found. If the Company has not paid the Insured Person yet, the Insured Person must recover the said items and if cover applies, the Company's sole obligation is to pay for damage and missing items of Personal Baggage or Personal Property.

If the Company has already paid the Insured Person, the Insured Person can elect either to abandon the items or to recover the items, provided the Insured Person reimburse the Company the indemnity that the Insured Person received, less the amount for the damage or missing items of Personal Baggage or Personal Property. If the Insured Person does not claim recovery of the said objects within a 15 day period from the date on which the Insured Person was informed that the items were found, the Company shall consider that the Insured Person chose abandonment.

# **Specific Conditions**

The Insured Person shall take all reasonable precautions to safeguard all Personal Baggage or Personal Property;

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement cover shall not cover the following:

- animals, automobiles (including accessories), vessels, sports
  equipment, other vehicles, fruits, food, household effects, antiques,
  artifacts, glass, china porcelain, marble, earthenware or other brittle
  objects, paintings, objects of art, musical instruments, glasses (lenses
  and frames), contact lenses, Personal Documents, important papers
  with financial value, stamps, Personal Money, credit cards, SIM cards
  and keys;
- 2. loss of or damage to jewellery or watches, which are not kept on the Insured Person, unless they are locked in a safe or safety deposit box;

- loss or damage caused by wear and tear, scratches, stains, atmospheric
  or climatic conditions, gradual deterioration, leakage of liquids, greasy,
  coloring or corrosive substances being part of the baggage, mechanical
  or electrical failure, insects, vermin, inherent vice or damage sustained
  due to any process or while actually being worked upon resulting there
  from;
- 4. loss or damage without breaking and entering or with skeleton keys;
- loss of or damage to baggage which is left unsecured and unattended at any time;
- 6. loss or damage that is insured under any other Insurance Policy or reimbursed by any other Common Carrier, hotel or any other party;
- 7. loss of or damage to Insured Person's baggage sent in advance, mailed or shipped separately;
- 8. loss of or damage to business goods or samples;
- loss of or damage to the Insured Person's property being held, taken, destroyed or damaged under the order of any government, other official authority or customs officials;
- purchases made after arriving at the final destination mentioned on the airline ticket;
- 11. theft by the Insured Person's staff members;
- 12. loss or damage occurring in Thailand, except theft, loss or damage caused by the airline or its representatives;
- loss or damage of prosthesis and apparatus, except if they are destroyed or damaged during an accident involving the Insured Person.

# Insuring Agreement 11: Baggage Delay

### Cover

This Insurance Policy covers if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the Common Carrier, and the Company will compensate the Insured Person for each delay lapse as per the Policy Schedule and/or the table of benefit (not exceeding 12 hours) from the arrival time at the Insured Person's destination, up to the sum insured stipulated in the Policy Schedule.

If upon further investigation, it is confirmed that the Insured Person's baggage has been lost, any amount claimed and paid to an Insured Person under this section will be deducted from any payment under Section 10 for loss or damage to Personal Baggage or Personal Property.

# **Specific Conditions**

The Insured Person shall take all reasonable precautions to ensure that the checked-in baggage is properly locked and tagged.

### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- delay arising directly or indirectly from strike or industrial action existing at the time the Trip was arranged or the date the Insured Person purchased this Insurance Policy (whichever is later);
- 2. baggage sent under an airway bill or bill of lading;
- 3. confiscation of baggage by customs or any government authority;
- 4. delay occurring in Thailand unless occurring during a Domestic Trip.

# Insuring Agreement 12: Loss of Personal Money and/or Personal Documents Overseas

### **Additional Definitions Specific to This Section:**

**Personal Money** means the Insured Person's coins, banknotes, currency, travelers checks travel/transport tickets, hotel and other holiday vouchers which can be converted into cash or replaced, petrol coupons, telephone cards, credit cards and magnetic cards.

**Personal Documents** means Green Cards, passports, identity papers and driving licenses.

#### Cover

This Insurance Policy covers if the Insured Person suffers loss of or damage to Personal Money and/or Personal Documents Overseas during the Trip. The Company shall indemnify the Insured Person for loss of or damage to Personal Money and the cost of replacement of Personal Documents, up to the sum insured specified in the Policy Schedule.

# **Specific Conditions**

- The Insured Person shall take all reasonable precautions for the safety of all Personal Money and/or Personal Documents;
- 2. In the event of loss or damage, the Insured Person must report the loss or damage to the police within 24 hours upon discovery unless it can be proved that there is a reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible and the Insured Person must obtain a written report of such loss from the police having jurisdiction at the place of the loss.

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss or damage resulting from or arising in connection with or consequent upon the following:

- due to devaluation of currency or shortages due to errors or omissions during any transactions involving money;
- 2. due to confiscation or detention by customs or any other authority;
- Personal Money and/or Personal Documents which is/are not being carried by an Insured Person or is not deposited in a safe deposit box at the time of loss;
- 4. Loss occurring in Thailand.

#### **Insuring Agreement 13: Personal Liability**

#### Cover

This Insurance Policy covers if an event occurs during the Trip, for which the Insured Person shall become legally liable to pay damages, and the Company will indemnify the Insured Person in respect of damages for

- a) death or accidental bodily Injury to any third party person;
- b) accidental loss of or damage to property of any third party person.

The Company will also indemnify the Insured Person for:

- a) all costs and expenses recoverable by a claimant from the Insured Person:
- all costs and expenses incurred with the written consent of the Company:
- all costs and expenses incurred from the legal process and proceedings.

The liability of the Company in respect of any one occurrence or a series of occurrences consequent upon or attributable to any one source or original source during the Trip shall not exceed the limit of sum insured specified in the Policy Schedule.

# **Specific Conditions**

- If in respect of any occurrence or claim under this Insurance Policy, there is any other insurance policy applicable to such occurrence or claim, the Company shall not be liable to contribute hereunder more than its ratable proportion of any compensation, costs, charges or expenses.
- 2. No admission, offer, promise, payment or indemnity shall be made without the written consent of the Company.
- Every letter, claim, writ, summon and notice of any prosecution or inquest in connection with any circumstance which may give rise to a claim or loss shall be forwarded to the Company upon receipt.

### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- liability of the Insured Person to third party for any loss or damage arising from any willful or malicious or illegal act of the Insured Person;
- 2. claims directly or indirectly caused by or arising from or arising in consequence of:
  - 2.1 rendering of or failure to render any professional service or any omission thereof;
  - 2.2 carrying on of any trade, business or profession of the Insured Person;
  - 2.3 any use of any firearm or weapon;
  - 2.4 taking part in any dangerous activity unless extended under this policy;
  - 2.5 ownership, possession or use of any mechanically propelled vehicle and any trailers attached to the vehicle, aircraft or watercraft;
  - 2.6 ownership, possession or use of any land or building, except for the purpose of accommodation the Insured Person is using during the Trip;
  - 2.7 sexual harassment, physical or mental abuse;
  - 2.8 any form of land, water or air pollution and contamination;
- 3. Employer's Liability, liability to any person under a contract of employment or apprenticeship with the Insured Person;
- 4. liability assumed by agreement which would not have been attached in the absence of such agreement;
- 5. legal liability arising from acts of animals (except dogs, cats or horses) which are under the care, custody and control of the Insured Person;
- accidental death, bodily Injury or loss of or damage to property of any member of the Insured Person's family or with whom the Insured Person resides:
- loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person;
- 8. Fines and penalties.

# Insuring Agreement 14: Golf Equipment

#### Cover

This Insurance Policy covers loss or damage to the Insured Person's golf equipment during the Trip, as a result of an event which could not have been foreseeable, and the Company will pay to the Insured Person up to the sum insured specified in the Policy Schedule.

# **Specific Conditions**

- The Insured Person shall take all reasonable precautions to safeguard all golf equipment.
- 2. In the event of a loss, the Insured Person must report the loss or damage to the police within 24 hours upon discovery unless it can be proved that there is a reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible and the Insured Person must obtain a written report of such loss either from the police having jurisdiction at the place of the loss.

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- loss or damage caused by wear and tear, scratches, stains, atmospheric
  or climatic conditions, gradual deterioration, inherent vice or damage
  sustained due to any process or while actually being worked upon
  resulting there from;
- loss of golf equipment which is left unsecured and unattended at any time:
- 3. loss or damage that is insured under any other insurance policy or reimbursed by a Common Carrier, hotel or any other party. The Company shall compensate any remaining balance but not exceeding the limit of sum insured stipulated in the Policy Schedule.
- 4. loss or damage to Insured Person's golf equipment sent in advance, mailed or shipped separately;
- the Insured Person's property being held, taken, destroyed or damaged under the order of any government, other official authority or customs officials;
- 6. loss or damage to golf balls;
- loss or damage resulting from a deliberate act by the Insured Person or anyone under the Insured Person's instruction;
- 8. loss or damage without evidence of breaking in and entering or the use of skeleton keys;
- 9. theft by the Insured Person's staff members;
- 10. loss or damage occurring in Thailand, except loss or damage caused by the airline or its representatives.

# Insuring Agreement 15: Alternative Employee and/or Resumption of Journey

# Cover

The Company shall pay for incurred expenses which are not recoverable from other party such as air ticket, advance hotel charge resulting from Alternative Employee and/or Resumption of Journey or necessary expenses. The Company shall pay for reasonable and necessary expenses up to the sum insured specified in the Policy Schedule for either

 a) sending a substitute person to complete the original business commitments and objectives of the Insured Person if the Insured Person is unable to do so due to his death, Injury or Sickness which is covered under Insuring Agreement No. 1 Accidental Death and Permanent Total Disablement or Insuring Agreement No. 2 Overseas Medical Expense Reimbursement, or due to the Insured Person's unexpected return to his/her Home following the unexpected death of Immediate Family member which is covered under Insuring Agreement No. 7 Trip Curtailment Expenses;

b) or returning the Insured Person whom has been evacuated back Home or to a Hospital by the Company following an incident covered under the Insuring Agreement No. 3 Emergency Medical Evacuation and Repatriation Expenses, within 90 days of such evacuation, to complete his/her original business commitments and objectives.

#### **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover any expenses necessarily incurred as part of cost for the original Trip.

# Insuring Agreement 16: Replacement of Business Documents

#### Cover

The Company will reimburse reasonable and necessary expenses incurred during the Trip, up to the sum insured specified in the Policy Schedule for the Insured Person, for the emergency replacement of business documents by covering:

- a) Expenses incurred from the reprinting of Business Documents;
- Administrative or legal-related expenses incurred to obtain a replacement of Business Documents;
- c) Expenses incurred in delivering a replacement of Business Documents via post or any other courier services in the event that during the Trip the Insured Person's Baggage is delayed, misdirected or temporarily misplaced by Common Carrier for more than 6 consecutive hours.

#### **Specific Conditions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- Any loss of, damage to or replacement of any electronic data or software
- Baggage delay arising directly or indirectly from strike or industrial action taking place and publicly announced prior to this Insurance Policy becoming effective;
- 3. Baggage sent under an airway bill or bill of lading;
- 4. Confiscation of baggage by customs or any government authority.

#### Insuring Agreement 17: Hijack

# Cover

The Company will pay when the Insured Person is illegally detained during the Trip for at least 12 consecutive hours due to the hijack of the flight, international train or sea vessel on which he or she is traveling. The Company will pay for each complete 12 hour of being illegally detained, up to the sum insured specified in the Policy Schedule.

# **Specific Conditions**

Such hijack event must be confirmed by a police report.

# Insuring Agreement 18: Bail Bond Facility

#### Cover

Subject to all other terms and conditions if the Insured Person is arrested for any inadvertent law breaking during the Trip due to the improper use of a motor vehicle, the Company would pay the legally required amount up to the sum insured specified in the Policy Schedule towards the bail bond required by the court of law for the Insured Person's release.

#### **Specific Conditions**

- 1. The Insured Person must provide the Company with a copy of the court order stating the amount of bond to be posted;
- The Insured Person must confirm in writing that the amount advanced by the Company for the bail bond purpose will be reimbursed to the Company within 14 days from date of the Insured Person's release. Failure to reimburse the Company within 14 days from the date of the Insured Person's release will result in interest payments being added to the amount based on the rate that is specified in the Civil and Commercial Code.

# Attachment 1: Emergency Telephone Call Charge

#### Cover

The Company shall reimburse the Insured Person the actual telephone charges incurred solely for the purpose of contacting the Authorized Company during a medical emergency and for which a medical claim has been submitted under Insuring Agreement No. 2 Overseas Medical Expense Reimbursement or Insuring Agreement No. 3 Emergency Medical Evacuation & Repatriation Expenses, up to the sum insured specified in the Policy Schedule.

#### **Attachment 2: Rental Vehicle Excess**

# Cover

The Company will reimburse for any excess or deductible which the Insured Person is legally liable to pay under a car rental contract as a result of an Accident to the rented vehicle during the rental period, up to the sum insured specified in the Policy Schedule.

# **Specific Conditions**

- 1. The rental vehicle must be rented from a licensed rental agency;
- 2. As part of the renting agreement, the Insured Person must comply with all requirements of the rental agency and the insurer of the rental vehicle:
- 3. The Insured Person must comply with laws, rules and regulations of the country;
- 4. The rental vehicle must be rented and driven by the Insured Person(s) who must hold legal valid driving license(s) to drive the vehicle.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- Any loss or damage as a result of violation of the terms and conditions in the renting agreement, or violation of laws, rules or regulations of the country;
- Loss or damage arising because the Insured Person operates the rental vehicle beyond the limits of any public roadway or on any roadway inaccessible to two-wheel-drive cars;

- 3. Loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage;
- 4. If the Insured Person was taking part in or practicing for speed or time trials of any kind.

# **Attachment 3: Medical Dispatch**

#### Cover

If the Insured Person forgot to bring necessary medicine with him or her, which was prescribed by a Physician that the Insured Person must take during the Trip for an ongoing treatment, the Company will arrange and pay for costs to dispatch the necessary medication to the Insured Person during the Trip if such medication is not available locally and when local laws, rules and regulations allow such a dispatch. The medication cost must be borne by the Insured Person.

#### **Specific Exclusion**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

1. Any cost of medicine.

#### Attachment 4: Home Renovation or Education Fund

#### Cover

In case of the Insured Person's accidental death or disablement which is covered under the Insuring Agreement No. 1 Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability by accident, the Company shall pay for either:

- 1. Home Renovation If the Insured Person sustains Injury which results in Total Permanent Disability, the Company will cover:
  - 1.1 necessary expenses incurred in renovating his/her Home to be suitable for the Insured Person's physical condition as approved by the responsible medical doctor and/or;
  - 1.2 necessary expenses incurred in purchasing medical equipment in order to facilitate the Insured Person's movements, up to the limit of sum insured specified in the Policy Schedule. Or
- Education Fund In case of the Insured Person's death which is covered under Insuring Agreement No. 1, the Company will pay once under the limit of sum insured specified in the Policy Schedule as an education subsidy to cover the Insured Person's dependent child(ren) full time further education, provided that the Insured Person's dependent children are already enrolled in a full time further education at the time of the Accident.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover the following:

- 1. if your child(ren) are in full time employment or are married;
- 2. if the accidental death is caused by suicide or for any other reason other than caused by Injury as defined in Policy Definitions section.

#### Attachment 5: Emergency Medical Expenses within Thailand

# **Defintions**

**Necessary and Reasonable Expenses** means medical expense and/or any reasonable costs comparing to services charged for general patient at the Hospital or the Medical Center or the Clinic where the Insured Person receives the treatment.

**Medical Standard** means regulations or universal modern medical guidelines entailing a proper medical treatment plan suitable for patient and in accordance with conclusions from Injury, Sickness records, autopsy results or other records (if any).

#### Coverage

This Insurance Policy covers Necessary and Reasonable Expense occurring in Thailand from treatment of Medical Necessity according to the Medical Standard as a result of accidental Injury or Sickness sustained by the Insured Person during the Trip Overseas, solely and independently of any other cause and that would also be covered under the Overseas Medical Expenses Reimbursement Insuring Agreement. The Company will pay the Insured Person up to the sum insured specified in the Policy Schedule for Injuries or Sickness for which the Insured Person has already received treatment while still Overseas and for which the Insured Person can provide evidence. Treatment expenses shall have been incurred within 30 days after the return of the Insured Person to Thailand.

If the Insured Person is able to have these treatment expenses in Thailand partially or entirely reimbursed by other sources, the Company will only reimburse the remaining expenses above what the Insured person has been reimbursed already, but not exceeding the sum insured specified in the Policy Schedule and only those expenses incurred in Thailand.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss or damage or Injury resulting from or arising in connection with or consequent upon or happening at the time of the following:

- 1. expenses for any implants, prosthesis, apparatus and optical expenses;
- expenses for physiotherapy, and medically non-justified treatments and surgical processes;
- expenses for dental or optical expenses unless incurred as a result of an Accident;
- 4. Treatment or remedy of bodily deficiency sustained since birth.
- 5. Treatment for relaxation or health, healthy or relaxation massage, rehabilitation, body checkup, other treatment cost unrelated to the injury or sickness, other treatment costs unrelated to injury or sickness
- Medical treatment unrelated to the modern type medicine including alternative medicine, e.g. acupuncture, natural therapy, massage, reflexology and chiropractic;
- 7. Medical services or surgery that is not necessary;
- 8. Medical expenses incurred for cosmetic/beauty purposes including skin treatment., weight loss, sun damage, fickle, dandruff, hair implants, cosmetic surgery unless the surgery is necessary for it to be done to allow functioning of the said organs after an accident as a result:
- 9. Expenses for medical prevention or vaccination expenses;

# **Attachment 6: Hospital Confinement**

#### Coverage

This Insurance Policy covers Necessary and Reasonable Expenses in case the Insured Person becomes an inpatient Overseas for treatment of Medical Necessity according to the Medical Standard as a result of accidental Injury or Sickness sustained by the Insured Person during the Trip Overseas, solely and independently of any other cause and that would also be covered under the Overseas Medical Expenses Reimbursement Insuring Agreement as elaborated in the Policy Wording.

The Company will pay the Insured Person the daily sum insured specified in the Policy Schedule from the first day that he or she receives treatment and is an inpatient in the Overseas hospital for at least 3 days uninterruptedly.

# **Specific Exclusions**

In addition to the General Exclusions, this Insuring Agreement coverage shall not cover for any loss or damage or Injury resulting from or arising in connection with or consequent upon or happening at the time of the following:

- 1. expenses for any implants, prosthesis, apparatus and optical expenses;
- 2. expenses for physiotherapy, and medically non-justified treatments and surgical processes;
- 3. expenses for dental or optical expenses unless incurred as a result of an Accident;

- 4. Treatment or remedy of bodily deficiency sustained since birth.
- 5. Treatment for relaxation or health, healthy or relaxation massage, rehabilitation, body checkup, other treatment cost unrelated to the injury or sickness, other treatment costs unrelated to injury or sickness
- Medical treatment unrelated to the modern type medicine including alternative medicine, e.g. acupuncture, natural therapy, massage, reflexology and chiropractic;
- 7. Medical services or surgery that is not necessary;
- 8. Medical expenses incurred for cosmetic/beauty purposes including skin treatment., weight loss, sun damage, fickle, dandruff, hair implants, cosmetic surgery unless the surgery is necessary for it to be done to allow functioning of the said organs after an accident as a result:
- 9. Expenses for medical prevention or vaccination expenses.