

The English language used in this policy is merely a translation of Thai Version 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.

Domestic Group Travel Insurance Muang Thai Happy Passenger

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 Insured Person in accordance to the definitions, conditions, insuring agreement, exclusions and attached endorsements of this Insurance Policy. The Company agrees to the covered Insured Person as follows

SECTION 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.

1. **Insurance Policy** means the policy schedule, the table of benefit, the general terms and conditions, the insuring agreements, exclusions, attachments, special provisions, warranties, endorsements and summary of policy terms, general conditions, coverage and exclusions considered as being part of the insurance contract.
2. **Company** means Muang Thai Insurance Public Company Limited
3. **Policy holder** means the person named as the policyholder in the Policy schedule and/or endorsements who has applied for this insurance Policy for the benefit of the Insured Person.
4. **Insured Person** means the person(s) named as the Insured Person in the policy schedule and/or coverage summary and/or endorsements who is/are the insured under this Insurance Policy
5. **Period of Insurance** means period of the coverage which start until expire as stated in the policy schedule and/or coverage summary
6. **Accident** means an event which happens suddenly from external means iving rise to a result which is not intended or anticipated by the Insured Person

7. **Injury** means bodily injury caused directly and solely 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
- 9.1 When applied to the Insured Person, is Injury or Sickness which seriously and 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,
- 9.2 When applied to the Immediate Family Members, is Injury or Sickness which seriously and requires certified as being dangerous to life by a Physician and which results in the Insured Person's discontinuation of the original trip.
10. **Trip Duration** means a period of travel undertaken by the Insured Person which begins and ends within the period of insurance;
- 10.1 Domestic trip within Thailand:**
Domestic Trip within Thailand – The policy coverage shall commence on the commencement of the Period Of Insurance or when Insured Person leaves their Home or Place of Work or the Place starting the trip within Thailand, and continues until the Insured Person returns to his/her Home or Place of Work or Place starting the trip within Thailand until the end of the Period of Insurance or the Insured Person travels out of Thailand (whichever comes first), except otherwise herein stated.
- 10.2 Automatic Extension of Period of Insurance:**
During the Period of Insurance, if the Insured Person 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 considers 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 and/or coverage summary.

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| 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 | a person with a medical degree, lawfully registered with The Medical Council and holding a license as a physician in the place in which medical or surgical treatment is given. |
| 13. | Nurse | means | a person holding a license as a nurse. |
| 14. | Hospital | means | any place providing medical treatment and services, being 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 6 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, being 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 Insured Person to the |

- Company as being the country whose nationality he or she bears. (in Thailand only)
19. **Immediate Family Member** 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 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).
22. **Medical Necessity** means medical services subject to the following conditions:
- 22.1 must correspond with the diagnosis and treatment according to the Injury or Sickness of the service recipient.
 - 22.2 must have clear medical indications pursuant to the current modern medical standards.
 - 22.3 must not be for the convenience of the service recipient or his family or of the treatment provider solely and
 - 22.4 must be medical services pursuant to the proper standard of patient care taking and the Injury or Sickness of service recipient.
23. **Medically 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;

- 24. Pre-existing Condition** means any disease (including complications), symptoms or disorders that occurred to the Insured Person within 24 months before the date of coverage under this Insurance Policy will be in effect, which is significant enough to make anyone seeking a diagnosis, medical care, or medical advice or treatment was recommended by a Physician.
- 25. 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.
- 26. 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.
- 27. 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 policy schedule and/or coverage summary.
- 28. Home, usual place of residence** means the place where the Insured Person usually

- lives in or register address within Thailand as declared to the Company if home country or location of house of the Insured Person is in Thailand.
29. **Place of Work** means the the place of regular employment of the Insured Person in Thailand.
30. **Destination** means Destination in Thailand where the Insured Person travels to during its Domestic Trip within Thailand.
31. **Starting point of place for traveling in Thailand** means the place within Thailand determined as the starting point of traveling or journey within Thailand on the commencement date as specified in the Policy Schedule in case the Insured person has domicile or a house located outside Thailand.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 Insurance Contract

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

In the event an the Policyholder and/or the Insured Person 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 refuse to execute insurance contract. In this regard, this insurance contract shall become void pursuant to Clause 865 of Civil and Commercial Code and the Company is entitled to terminate this insurance contract.

The Company cannot deny liability 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 Cover Duration

This Insurance Policy provides cover to the Insured Person as per the definition of 'Trip Duration' while traveling during the Period of Insurance.

Provided always that the coverage under this Policy shall automatically once the Insured Person has been travelled outside the territory of Thailand.

2.4 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.

2.5 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.

2.6 Subrogation

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

2.7 Notification

The Policyholder and/or 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.

In case the Policyholder and/or the Insured Person failure to report the loss or damage to the Company within the specified timeframe shall not invalidate any claim if the Policyholder and/or Insured Person can be proved that there is reasonable explanation which is not the fault of the Policyholder and/or the Insured Person and that the Policyholder and/or the Insured Person sent the notification/evidence as soon as practicable.

2.8 Claim and Proof of Loss

2.8.1 Claim for Medical Expenses

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

1. Completed Claim Form of the Company
2. Medical report containing material symptoms, diagnosis and treatments given and signed by the treating doctor
3. Original receipt and invoice listing itemized medical expenses and the final amount
4. Copy of Insured Person's passport or sufficient evidence of traveling

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.

2.8.2 Claim for Permanent Disability, Dismember or Loss of sight due to an accident

The Policyholder and/or 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 Policyholder and/or the Insured Person suffers permanent total disablement:

1. Completed Claim Form of the Company
2. Physician report certifying the total permanent disability or disablement
3. Copy of Insured Person's passport or sufficient evidence of traveling

2.8.3 Claim for Compensation in Case of Accidental Death

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

1. Completed Claim Form of the Company
2. Death certificate
3. Copy of autopsy certified by authorized personnel
4. Copy of police report certified by authorized officer
5. Copy of personal identification card and the house registration indicating "deceased" status of the Insured Person
6. Copy of Insured Person's passport or sufficient evidence of traveling
7. Copy of personal identification card and the house registration of the beneficiary

2.8.4 Claim for Other Benefits

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

1. Completed Claim Form of the Company;
2. Original receipt(s);
3. Copy of the Insured Person's passport or sufficient evidence of traveling;
4. Copy of Police report certified by authorized officer (If any)
5. Invoice(s) and other relevant documents;
6. Documents or written confirmation letter from the Common Carrier including relevant details of traveling (If any)
7. In case of claiming under Insuring Agreement Trip Cancellation or Insuring Agreement Trip Curtailment, the Insured Person must give the following additional evidences:
 - (a) 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;
 - (b) Copies of medical or death certificate from a qualified Physician treating the Insured Person, Insured Person's Immediate Family Member or Close Business Associate;
8. Copy of the court order stating the bond amount to be posted in case of claiming under the Insuring Agreement Bail Bond Facility;
9. Other documents requested by the Company, if necessary.

Non-compliance within the specified timeframe shall not jeopardize the right to claim if Insured Person 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.

2.9 Indemnification

The Company will pay compensation within 15 days after 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.

2.10 Fraudulent Claims

If the Policyholder and/or the Insured Person, or representative of the the Policyholder and/or Insured Person, 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 void. The company will refund the premium to the the Policyholder and/or Insured person by deducting the premium for the period of insurance already inforce.

2.11 Payment of Premium and Premium Refund

2.11.1 The premium by this policy is due immediately and the insurance by this policy will commence on the commencement date specified in the Policy Schedule.

2.11.2 The Cancellation which has been made by the Insured after the Insurance Policy has been issued, no premium will be refunded.

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 Precedent Condition

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

SECTION 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:

1. Whilst the Insured Person is under the influence of alcohol, solvent or drugs to the extent of being unable to control one's mind. 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. Suicide, attempted suicide or self-inflicted Injury
3. Infectious parasite, with an exception of infection of tetanus or rabies from a wound suffered as the result of an Accident.
4. Services or surgical treatment in relation to Injury incurred for the purpose of reaping benefit from this Policy.
5. Abortion or miscarriage.
6. Expenses related to dental treatment, except within 7 days after an Accident.
7. Expenses for dental reconstructive treatment, dentures, crowns, scaling, filling, or medical expenses for treatment necessary for natural phonation due to dental treatment.
8. Food poisoning.
9. Backache or notalgia causing by spondylolisthesis, degeneration or pondylosis, spomdyilitis and spondylolysis condition except having bone fracture or dislocation of backbone, arising from an accident.
10. Whilst the Insured Person is performing duties as a soldier, police officer, emergency medical service provider, fireman or volunteer in a war or to suppress crime.
11. Whilst the Insured Person is participating in a quarrel or involving in provoking a quarrel.
12. Whilst the Insured Person is committing a crime or whilst being arrested or fleeing from being arrested.
13. 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.

14. Terrorism
15. 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;
16. Explosion of radioactive or nuclear elements or other dangerous material that may give rise to explosion, burning or radiation in the nuclear process;
17. Whilst the Insured Person is racing of all kinds of car or boat, 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 or diving with oxygen tank and breathing equipment underwater.
18. Whilst the Insured Person is practicing or engaging in professional sports or engaging in sports competitions or preparatory trainings on amateur basis.
19. Whilst the Insured Person is pilot or work as a crew in any aircraft.
20. Whilst the Insured Person is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.
21. Any loss or damage outside Thailand.
22. Pre-existing condition.

SECTION 4 THE COMPANY OR AN 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.

SECTION 5 INSURING AGREEMENT

Whilst the Insurance Policy is in force under general terms and conditions, insuring agreements, exclusions and attached endorsements of this Insurance Policy and in consideration of the premium paid by the Insured, the Company shall provide coverage as follows:

Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability (due to an accident) Insuring Agreement

Definition

- 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.

Coverage

During the validity of this Insurance Policy, this Insurance covers any loss or Injury sustained by the Insured Person arising from an Accident during Trip duration, 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 compensation in accordance with the sum insured stated in the Schedule of Benefits as follows:

Schedule of Benefits

100% of the sum insured	for loss of life
100% of the sum insured	For Total Permanent Disability which happens 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	for loss of both hands from wrist joint, or loss of both feet from ankle joint or Loss of Sight for both eyes.
100% of the sum insured	for loss of one hand from wrist joint and one foot from ankle joint.
100% of the sum insured	for loss of one hand from wrist joint and Loss of Sight in one eye.

100% of the sum insured	for loss of one foot from ankle joint and Loss of Sight in one eye.
60% of the sum insured	for loss of one hand from wrist joint.
60% of the sum insured	for loss of one foot from ankle joint.
60% of the sum insured	for Loss of Sight in one eye.

The Company will compensate only one item of loss which has the highest 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 and/or coverage summary. 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.

Specific Exclusions (applicable only to Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability (due to an accident) Insuring Agreement)

This insurance does not cover whilst the Insured Person is riding or traveling on a motorcycle.

Medical Expenses due to an Accident During Trip Duration Insuring Agreement

Coverage

During the validity of this Insurance Policy, this insurance provides cover for necessary and reasonable expenses arising from necessary medical treatment and standards if the Insured Person suffers injury from an accident during the trip duration, resulting to admitting to a hospital whether as an inpatient or outpatient. The company will compensate the actual cost of necessary and reasonable medical treatment but shall in no case exceed the sum insured specified in the policy schedule.

Specific Exclusions (applied only to Medical Expenses due to accident during the trip Insuring Agreement)

This Insuring Agreement coverage shall not cover of the following:

1. The insurance coverage is not covered by the agreement, wages, medical specialty. The device supports various (Except wood bracing) wheelchair. Artificial organs outside the body, alternative (Alternative medicine) Acupuncture.
2. Whilst the Insured Person is riding or traveling on a motorcycle.

Emergency Medical Evacuation and Repatriation Or Repatriation of Mortal Remains due to an Accident Insuring Agreement

Definitions

Emergency Medical Evacuation	means	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 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 Country 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 the Authorized Company.
Repatriation	means	the necessary arrangements for the return of the Insured Person's mortal remains to his/ her Home Country in the event of the Insured Person's death.

Coverage

Emergency Medical Evacuation and Repatriation

During the validity of this Insurance Policy, this insurance provides cover for the Emergency Medical Evacuation of the Insured Person, as a result of an accidental Injury or Sickness during the Trip Duration, according to the opinion of the Authorized Company to move the Insured Person to another location or return to the starting place of traveling in Thailand for medical treatment. The 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 the Authorized Company the covered expenses for such Emergency Medical Evacuation.

The means of Emergency Medical Evacuation arranged by the 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 the Authorized Company, and will be based solely upon Medical Necessity.

Repatriation of Mortal Remains

During the validity of this Insurance Policy, this insurance provides cover for the Repatriation of the Insured Person's mortal remains to his home or the starting place of traveling within Thailand or home country if the Insured Person suffers an accidental death during the trip duration. The Company shall pay directly to the Authorized Company for 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 any expenses in excess of expenses that would be deemed to have incurred for Repatriation back to the starting place of traveling in Thailand.

The Company shall compensate for the 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 Emergency Medical Evacuation and Repatriation Expenses and Repatriation of Mortal Remains expenses exceed the sum insured specified in the policy schedule.

Specific Conditions (applied only to Emergency Medical Evacuation & Repatriation to Home Country Insuring Agreement)

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.
2. 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.
3. 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 the Authorized Company shall mean the Insured Person exempts the Company and the 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 the Authorized Company and the Company's indemnity.

6. Where the 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 the 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 (applied only to Emergency Medical Evacuation & Repatriation to Home Country Insuring Agreement)

This Insuring Agreement does not cover any injury, loss or damage arising by or resulting from or happening at the time of any arrangement not authorized or arranged by the Authorized Company except that the Insured Person cannot for reasons beyond his control notify the Authorized Company during an emergency medical situation. In any event, the Company reserves the right to compensate the Insured Person only for those expenses incurred for services which the Authorized Company would have provided under the same circumstances not exceeding the sum insured specified in the policy schedule.

Trip Cancellation Insuring Agreement

Definition

Severe Weather means wind storms, rain storms, snow storms, fog storms, typhoons, heavy smoke and soot in the air caused by the eruption of the volcano. Which affect the safety of the trip.

Coverage

During the validity of this Insurance Policy, this insurance 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:

- a. Death, Serious Injury or Serious Sickness of the Insured Person, the Insured Person's Immediate Family Member or Close Business Associate; or
- b. Cancellation of Common Carrier's scheduled consequent upon riot, strike, industrial action, civil commotion, Severe Weather; or
- c. Witness summons of the Insured Person;

The Company shall reimburse the Insured Person for the expense of trip cancellation occurred after the effectiveness of this Insurance Policy, e.g. advance payments and loss of deposits for unused travel fare, hotel accommodation and pre-booked excursions paid or where there is a contract to pay by the Insured Person, which is irrecoverable from any other source. The Company shall pay for actual expense up to the sum insured specified in the policy schedule and/or coverage summary. The expense incurred must certified in writing by the relevant providers for the trip.

Specific Conditions (applied only to Trip Cancellation Insuring Agreement)

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 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 informed later than 48 hours after knowing the reasons to cancel and it can be demonstrated that the delay in notification is the fault of the Insured Person. And if the expense incurred on the notify date is higher than the expense on the date of the insured should have notified, the Company will only reimburse the cancellation fees contractually payable on the date of the insured should have notified and the Insured Person will remain responsible for the difference.

Specific Exclusions (applied only to Trip Cancellation Insuring Agreement)

This Insuring Agreement shall not cover trip cancellation which arising or resulting from or happening at the time of the following:

1. Any loss or damage caused by regulations or government of Thailand and/or destination country control;
2. Any loss or damage that is recoverable from any other sources under any other existing insurance policies, or any protection program of the Government, or hotel, airlines, travel agent and accommodation providers;.
3. Circumstances that the Insured Person has expected to occur or known about on or before the issuing date of this Policy;

Trip Curtailment Insuring Agreement

Definition

Severe Weather means wind storms, rain storms, snow storms, fog storms, typhoons, heavy smoke and soot in the air caused by the eruption of the volcano. Which affect the safety of the trip.

Coverage

During the validity of this Insurance Policy, this insurance provides cover if the confirmed trip of the Insured Person has to be curtailed after the traveling started but not yet completed by its itinerary due to the following unexpected circumstances which fall beyond the control of the Insured Person :

- a. Serious Injury or Serious Sickness of the Insured Person; or
- b. Death, Serious Injury or Serious Sickness the Insured Person's Immediate Family Member or Close Business Associate; or
- c. Curtailment of Scheduled Common Carrier consequent upon riot, strike, industrial action, civil commotion, Severe Weather; or
- d. Witness summons of the Insured Person.

The Company shall reimburse the Insured Person for

1. Loss of advance payments or deposits on traveling expense, accommodation and pre-booked excursion expenses which are irrecoverable from;
2. Additional expenses or charges incurred on traveling, accommodation and pre-booked excursion according to the above curtailment.

The Company shall compensate actual expenses incurred not exceeding the sum insured specified in the policy schedule, p

Specific Conditions (applied only to Trip Curtailment Insuring Agreement)

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.

Specific Exclusions (applied only to Trip Curtailment Insuring Agreement)

This Insuring Agreement shall not cover trip curtailment which arising or resulting from or happening at the time of the following:

1. Any loss or damage caused by any regulations or control of the Government of Thailand and/or the Government of the destination country;

2. Any loss or damage that is recoverable from any other sources under any other existing insurance policies, or any protection program of the Government, or hotel, airlines, travel agent and accommodation providers;
3. Circumstances that the Insured Person had expected to occur or know about on or before the issuing date of the Insured Person's Insurance Policy.

Travel Delay Insuring Agreement

Definition

Severe Weather means wind storms, rain storms, snow storms, fog storms, typhoons, heavy smoke and soot in the air caused by the eruption of the volcano. Which affect the safety of the trip.

Coverage

During the validity of this Insurance Policy, this insurance provides cover if the Traveling Schedule of the Insured Person which is provided by the Common Carrier has been delayed more than ...as specified in the policy schedule.... consecutive hours (subject to the maximum 12 hours) from the time specified in the itinerary supplied to the Insured Person due to strike, industrial action, severe weather, mechanical breakdown or defect and/or structural defect of the Common Carrier or serious fire at the departure points.

The Company shall compensate for meal and accommodation expenses as necessary and appropriate as specified in the policy schedule, according to every ...as specified in the policy schedule... hours (subject to the maximum of 12 hours), subject always to not exceeding the maximum sum insured stated in the Policy Schedule.

Specific Conditions (applied only to Travel Delay Insuring Agreement)

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.

In case the Common Carrier has been provided the Insured Person for alternative mode of transportation, the compensation by this insuring agreement 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 final destination of such alternative transportation.

Specific Exclusions (applied only to Travel Delay Insuring Agreement)

This Insuring Agreement shall not cover for any loss or damage which arising or resulting from or happening at the time of the following:

1. A Delay arising from:
 - 1.1 failure of the Person Insured to enter the inspection point at departure from any reason;
 - 1.2 strike or industrial action which has begun and been publicly announced before the commencement date of this Insurance Policy, provided that the Insured Person can reasonably make other travel arrangements;
2. Any loss or damage which can be recoverable from any other source.

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

Definitions

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.
Valuables	means Jewelry, gem, watch, items made of precious objects or precious stones, fur or leather
Pair or set	means a number of items of Personal Baggage or Personal Property that belongs together or can be used together.
Personal Money	means coins, banknotes, currency, traveler's cheques, travel/transport tickets, hotel vouchers, holiday vouchers or gift vouchers which can be converted to cash or replacement.
Personal Documents	means Green Card, passports, identity card and driving licenses.

Coverage

During the validity of this Insurance Policy, this insurance provides cover to any loss or damage arising during a Trip Duration, for Personal Baggage and/or Personal Property taken or purchased during the trip. The Company shall compensate the Insured Person the actual cost but not exceeding the maximum limit stated for each item, whichever is lesser. Subject however to not exceeding the maximum sum insured specified in the Policy Schedule.

In the event of the loss or damage, the Insured Person must report within 24 hours upon discovery of such loss or damage, to the local or domestic police, or to the management of the hotel or the transport providers, unless it has seen a reasonable prove that the claims could not be made in a timely manner but has however been filed as soon as applicable. The Insured Person must obtain as the evidences, a written police report or any written documents of the relevant parties, e.g. hotel or airlines.

In respect of loss of or damage to any one article forming part of a Pair or Set, the compensation will be made without any reference to any value of particular part or parts forming a Pair or Set. But the compensation will be made only to the loss or damage to the particular article, subject always to not exceeding the sum stated in the Policy Schedule.

The Company deserves the right to compensate the Person Insured for the claims either in cash after deducting depreciation from the sum compensated, or by repairing the damaged Personal Baggage and/or Personal Property of the Insured Person. In case a repair

cannot be made and happens a total loss to the Personal Baggage and/or Personal Property of the Insured Person, the Company will compensate in full for the sum stated in the policy schedule for such baggage or property and once the compensation has been made, the Company has been entitled to take and keep possession of such baggage or property and to deal with the salvage in a reasonable manner.

In case the stolen or lost objects are found, the Insured Person must inform the Company by registered letter immediately after having informed of the found objects. If the Company has not yet made any compensation, the Person Insured must have recovered the said objects, and the Company will compensate only for those objects having damaged and covered by this policy. If the Company has already paid for such compensation, the Insured Person deserves the right to either abandon such objects or to call for such objects by returning the sum reimbursed from the Company as only for such objects. The Company shall within 15 days upon having been informed of the objects found, consider that the Insured Person elects to abandon such objects if no claims has been made to the Company.

Provided always by the insurance under this policy, the Person Insured is unable to claim at the same time for both benefits under this Insuring Agreement and the Baggage Deed Insuring Agreement (if any) for his personal baggage and/or property if in the same incident.

Specific Conditions (applied only to Loss of or Damage to Personal Baggage and/or Personal Insuring Agreement)

1. The Insured Person shall take all reasonable precautions to safeguard all Personal Baggage or Personal Property.
2. In case of any compensated under this Insuring Agreement, the Company shall be subrogated to all the Insured Person's right to recovery thereof against any person or organization only in the part which the Company has prepaid compensation. In this regard, the Insured Person shall cooperate to the Company in delivering documents and take necessary action to secure such rights and shall take no action to cause damage to the Company.

Specific Exclusions (applied only to Loss of or Damage to Personal Baggage and/or Personal Insuring Agreement)

This Insuring Agreement shall not cover for the following:

1. 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 financial document, stamps, Personal Money, credit cards, SIM cards and keys.
2. Loss of or damage to Valuables, which are not kept on the Insured Person, unless they are locked in a safe or safety deposit box.

3. 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. Stolen without breaking and entering or with skeleton keys.
5. Loss of or damage to baggage which is left unsecured and unattended.
6. Any loss or damage that is covered by any other existing insurance or which has been recoverable by a Common Carrier, hotel, or any other sources.
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, including but not limited to all kinds of equipment;
9. Loss of or damage to the Insured Person's property while being detained, destroyed by the order of the government or other official authority or customs official of Thailand and/or destination country;
10. Any property purchased after arriving at the final destination stated in the traveling 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;
13. Loss or damage of prosthesis and apparatus, except if they are destroyed or damaged during an accident involving the Insured Person.
14. Loss or damage of the leased or hired equipment.
15. Loss or damage of data recorded in tape, program, and diskette, card or any other kind of the like and similar.

Baggage Delay Insuring Agreement

Coverage

During the validity of this Insurance Policy, this insurance provides cover if it happens a late arrival of the baggage at the final destination or misplacement of the baggage or temporarily loss during the trip duration. The Company will compensate the Insured Person for the expenses in according to an emergency purchase of essential clothes, outfits or personal toiletries, subject to the sum stated in the policy schedule for everyas specified in the policy schedule hours (subject to not exceeding 12 hours) upon arriving at the baggage pick-up point of the final destination, subject always to not exceeding the maximum sum insured specified in the policy schedule.

Provided always by the insurance under this policy, the Person Insured is unable to claim at the same time for both benefits under this Insuring Agreement and the Loss of or Damage to Personal Baggage and/or Personal Property Insuring Agreement (if any) if in the same incident.

If upon further investigation, it is confirmed that the baggage has been lost permanently, any amount claimed and paid to the Insured Person under this Insuring Agreement from any payment under the Loss of or Damage to Personal Baggage and/or Personal Insuring Agreement.

Specific Conditions (applied only to Baggage Delay Insuring Agreement)

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

Specific Exclusions (applied only to Baggage Delay Insuring Agreement)

This Insuring Agreement shall not cover for the following:

1. A delay arising directly or indirectly from strike or industrial action or protest, existing during the trip duration or before the commencement of this insurance policy, whichever is later.
2. Any baggage certified by a transit certification such as Bill of Lading, Air Way Bill, Rail Way Bill or Parcel Post Receipt.
3. Any baggage being detained, destroyed by the order of the government, other official authority or customs officials of Thailand or destination country.
4. A Delay occurring outside Thailand.

Legal Third Party Liability Insuring Agreement

Definitions

Third Party means any person other than relative who is family member or who is residing with the Insured Person, employee and partner of the Insured Person.

Coverage

During the validity of this Insurance Policy, this insurance covers legal liability of Insured Person to Third Party during the Trip Duration due to accident for:

1. Death or Bodily Injury of Third Party;
2. Loss of or Damage to Third Party's property;

The Company will indemnify on behalf of the Insured Person according to the law, for any loss or damage to Third Party, for the actual expense incurred in relation to :

- a) Any expenses the Insured Person be liable by law to Third Party for the sum actually lost or damaged;
- b) Any expenses and fees the Insured Person has been paid by the written consent of the Company;
- c) Any expenses incurred in accordance with the court or arbitration on legal proceedings.

Provided that the limit of 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 Duration shall not exceed the sum insured specified in the Policy Schedule.

Specific Conditions (applicable only to Legal Third Party Liability Insuring Agreement)

1. If in respect of any occurrence or claims under this Insurance Policy, there is any other insurance policy applicable to such occurrence or claims, the Company shall contribute the sum hereunder not more than its rateable proportion of any compensation, costs, charges or expenses responsible by this policy.
2. No admission, offer, promise, payment or indemnity shall be made without the written consent of the Company.
3. the Insured Person must immediately submit any letter, claims notification, writ, summon or any other documents relevant to such claims or any causes which may give rise to a claims.

Specific Conditions (applicable only to Legal Third Party Liability Insuring Agreement)

1. If in respect of any occurrence or claims under this Insurance Policy, there is any other insurance policy applicable to such occurrence or claims, the Company shall contribute the sum hereunder not more than its rateable proportion of any compensation, costs, charges or expenses responsible by this policy.
2. No admission, offer, promise, payment or indemnity shall be made without the written consent of the Company.
3. the Insured Person must immediately submit any letter, claims notification, writ, summon or any other documents relevant to such claims or any causes which may give rise to a claims.

Specific Exclusions (applied only to Personal Legal Liability Insuring Agreement)

This Insuring Agreement shall not cover for the following:

1. Any loss or damage the Insured Person is responsible to Third Party in accordance with a circumstance arising from any willful or illegal act of the Insured Person;
2. Any liability arising from or in consequence of:
 - 2.1 rendering of or failure to render any professional service or any omission there of;
 - 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 of the Insured Person 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 the Insured Person's accommodation during the Trip Duration;
 - 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. Any legal liability arising from acts of animals (except dogs, cats or horses) which are under the care, custody or control of the Insured Person;
6. Any death or bodily Injury or loss of or damage to the property of any family member of the Insured Person;
7. Any loss of or damage to the Insured Person's property or belonging to or held in trust by or in the custody or control of the Insured Person;
8. Fines and penalties according to civil or crime or contract.