

## TRANSLATION

#### **TRAVEL ACCIDENT POLICY**

## FOR INDIVIDUAL OR GROUP OF TRAVELLER

In reliance upon the statement made in the proposal for insurance which is considered a part of this Insurance Policy, and in consideration of the premium paid by the Insured, and subject to General Conditions, Insuring Agreements, Exclusions, and attached Endorsement of this insurance Policy, the Company agrees to the Insured as follows:

**General Conditions** 

- 1. Definitions : Applicable to this Insurance Policy and Endorsement attached.
  - 1.1 "Company" refers to the Company issuing this Insurance Policy.
  - **1.2 "Policyholder"** refers to the person named as Policyholder in the Policy Schedule who arranges this insurance for the benefits of the Insured.
  - **1.3** "**Insured**" refers to the person named as Insured in the Policy Schedule and/or attachment who is covered under this policy.
  - 1.4 "Schedule" refers to the Schedule of this insurance Policy
  - **1.5** "Accident" refers to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured.
  - **1.6 "Injury" refers** to bodily injury which is caused directly and solely from an accident and is independent from other causes.
  - **1.7 "Total Permanent Disability**" refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation or any other occupation totally and permanently.
  - **1.8 "Any Loss or Injury"** refers to bodily injury suffered by the Insured as a result of an accident and which causes death, dismemberment, loss of sight, disability, or requires the Insured to be medically treated.
  - **1.9 "Period of Journey"** refers to each journey of the Insured which is covered under this Policy starting and ending within the insurance effective period
    - **1.9.1 Domestic Travel and Outbound Travel:** The coverage starts when the Insured leaves his/her home for the purpose of that travel, and shall continue until the Insured arrives home unless agreed or stated otherwise in the policy.

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**1.9.2** In case the Insured travels to Thailand (Inbound Tour): The coverage starts when the Insured has arrived Thailand and continues until departure from Thailand unless agreed or stated otherwise in the policy. Arrival to or departure from Thailand is marked when the Insured completes all immigration process.

## 2. Completeness of the contract and changes in the Insurance Policy

This Insurance Policy together with the Insuring Agreements and Endorsements are forming part of the insurance contract. Any changes of wordings in the contract must be approved by the Company and noted in the Insurance Policy or Endorsement before such changes shall be valid.

## 3. Period of Cover

This Policy covers the Insured according to the definition of "Period of Journey" whenever the Insured travels within the insurance effective period with a maximum of 180 days per trip. In case of any medical emergency, hijack, delay or mechanical problem of the aircraft which causes the Insured to be unable to return according to the original travel schedule, the policy will automatically extend until the coverage ceases by the definition of "Period of Journey".

#### 4. Report of Accident

The Insured, the Policyholder, the beneficiary or the representative of the said person, whichever the case may be, must report the accident to the Company without delay. In the event of death, an immediate notice must be made 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.

#### 5. Proof of Loss

In claiming for compensation, the Insured, the Policyholder, the beneficiary or the representative of the said person, whichever the case may be, must furnish all necessary evidences as required at his own expense to the Company.

For death or disability claims, the evidence stated above must be given to the Company within 30 days from the date of death or the commencement of the disability. For other types of compensation, the evidence must be furnished within 180 days from the date of accident. Nevertheless, 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 possible.

For medical expenses claim, the original receipt must be presented. The Company will return the original receipt if it is not fully paid noting the amount already paid, so that the Insured can claim the balance from other Insurers, if any. If the Insured receives reimbursement from the government or other welfare, the Insured may submit a copy of the receipt



together with the original statement showing the amount paid by the government or other welfare and claim the balance from the Company in accordance with Policy Conditions.

### 6. Medical Examination

The Company has the right to require a medical examination of the Insured including the autopsy if necessary during the process of claim consideration.

#### 7. Indemnification

Compensation for death will be paid to the beneficiary. Other types of compensation will be paid to the Insured within 20 days after receipt of complete and proper proof of loss.

In case of a claim that requires further investigation, the period shall be extended but not over 90 days after all documents received by the Company.

The burden of proof for denying any claim under this Item lies on the Company. The Insured or the beneficiary must give all relevant facts in order to facilitate the claims process of the Company.

If the Company cannot pay the benefit within this specified time, a penalty charge of 12% per annum will be exercised.

#### 8. Limit of Liability

During the insured period, the Company is not liable to compensate, as a result of the Insuring Agreement No. 1, any amount in excess of the amount specified in the Schedule. Whenever compensation under Insuring Agreement No. 1 is paid in full, the coverage remains on the Policy is only that under Insuring Agreement No. 2 (if any).

#### 9. Arbitration

In case of argument, dispute, or appeal under this Policy between the person who is entitled for compensation versus the Company, and if so desired by that person to settle the disputed claim by use of arbitration, the Company must conform and allow the case to be judged by arbitration according to the Arbitrating Regulation governed by the Department of Insurance.

#### 10. Automatic Termination of the Contract

This Insurance Policy shall be automatically terminated should the Insured be imprisoned by lawful Authority.

### **11. Precedent Condition**

The Company shall not be liable to compensate the Insured or other party under this insurance policy unless the Insured has complied with the insurance contract and the Conditions of this Policy.



## **INSURING AGREEMENT**

This insurance covers losses or injuries to the Insured caused by an accident which occurs during the travel period giving results as follows:

# 1. Loss of life, Dismemberment, Loss of Sight or Permanent Disability

If the Insured sustains injury and it causes loss of life, dismemberment, loss of sight or permanent disability within 180 days from the date of the accident or the injury causes the Insured to receive continuous medical treatment as an in-patient in hospital and loss of life occurs later because of such injury, the Company will pay compensation in accordance with the sum insured stated in the Schedule as follows:

- 1.1 100% of the sum insured for loss of life
- 1.2 100% of the sum insured for permanent disability which continues not less than 12 months after the accident or if there is any medical indication that the Insured suffers a permanent disability
- 1.3 100% of the sum insured for loss of both hands from the wrist joint. or both feet from the ankle joint, or loss of sight for both eyes.
- 1.4 100% of the sum insured for loss of one hand from the wrist joint and one foot from the ankle joint.
- 1.5 100% of the sum insured for loss of one hand from the wrist joint and loss of sight in one eye.
- 1.6 100% of the sum insured for loss of one foot from the ankle joint and loss of sight for in eye.
- 1.7 60% of the sum insured for loss of one hand from the wrist joint
- 1.8 60% of the sum insured for loss of one foot from the ankle joint
- 1.9 60% of the sum insured for loss of sight in one eye

Permanent dismemberment refers to the loss of body organ from the wrist joint or the ankle joint, and also the loss of use of that organ, which according to the medical indication, will never be able to function at any time in the future.

Loss of sight refers to complete blindness, which is permanently incurable.

The Company shall compensate only one item of loss which has the highest amount.

## 2. Medical Expense

If the Insured sustains injury and requires him to receive medical treatment by a legally licensed physician or surgeon, or requires treatment by licensed nurse, the Company shall compensate the Insured according to the actual medical expense, hospital charges or nurse fees, except individually-hired-nurse fees, incurred within 52 weeks from the date of accident, but not exceeding the amount specified in the Schedule.

If the Insured receives compensation from government or other welfare or from other insurer, the Company is responsible only for the excess amount, over that which is covered under the welfare or other insurer's policy.

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## EXCLUSIONS

This insurance does not cover

- 1. Any Loss or Injury arising from/ or in consequence of the following causes:
  - A. Action of the Insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.

The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150mg percent and over.

- B. Suicide or attempted suicide or self-inflicted injury.
- C. Infections parasite except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.
- D. Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this Insurance Policy and occurring within the period of this Insurance Policy.
- E. Miscarriage and abortion
- F. Dental care, root canal treatment, except necessary treatment within 7 days following an accident.
- G. Dentures, crown, troprostodontic
- H. Food poisoning
- I. Backache as a result of Herniated Disc, Prolapsed Disc, Subluxation or Spondylolisthesis, Degeneration or Spondylosis except if there is a fracture or dislocation of spinal cord as a result of an accident.
- J. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike.
- K. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion.

## 2. Loss or Injury which occurs :

- A. While the Insured is hunting for animals, racing of all kinds of car or boat, horse racing, ski playing or racing including jet ski, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, mountain climbing with equipments, or diving with oxygen tank and breathing equipment under water.
- B. While the Insured is riding or traveling on a motorcycle.
- C. While the Insured is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.



- D. While the Insured pilots or works as a crew in any aircraft.
- E. While the Insured is taking part in a brawl or taking part in inciting a brawl.
- F. While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest.

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