

## Domestic Group Travel Insurance "Muang Thai Happy Passenger" (Sell through electronic channel (Online)) (Thai Airways)

In reliance upon the statements that are contained in the insurance application which is an integral part of this Policy, and in consideration of the premium paid by the Insured subject to the general terms and conditions, exclusions, insuring agreements and attachments of this insurance Policy, the Company agrees with the Insured as follows:

## Section 1: Definitions

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

1.	Policy	means	Policy schedule, general condition, terms and conditions, exclusions, insuring
			agreements, attachments, endorsements, summary documents showing the material
			contents under this Policy, which are all regarded as being part of the insurance contract.
2.	Company	means	Muang Thai Insurance Public Company Limited
3.	Policyholder	means	Private individual as the policyholder on schedule or certificate which provided for
			insured-s benefit.
4.	Insured	means	The person named as the Insured in this schedule and/or attachments, and under coverage
			of this Policy.
5.	Period of Insurance	means	Period of each trip of the Insured which begins and ends according to the period of
			insurance as specified in schedule.
6.	Accident	means	An event which happens suddenly due to an external cause and gives rise to a result
			which is not intended or anticipated by the Insured.
7.	Injury	means	Bodily injury directly resulting from an Accident that happens solely and independently
			from other causes.
8.	Sickness	means	A symptom, irregularity, sickness, or disease contracted by the Insured.
9.	Serious Injury or	means	9.1 In case of Insured, it means Serious Injury or Sickness that need medical treatment
	Sickness		from physician and physician confirm that insured cannot continue travelling on travel
			schedule.
			9.2 In case of Close relative, it means Serious Injury or Sickness that physician confirm
			to have lethal effects and insured cannot continue travelling on travel schedule.
10.	Period of travel	means	Period of each trip of the Insured which begins and ends according to the period of
			insurance
			10.1 Domestic coverage
			The coverage starts at departure from insured's residence or office or starting place
			in Thailand, whichever is later, and continues until the Insured travels back to his or her
			residence or office or starting place in Thailand, or until the expiry date of the period of
			insurance, whichever is earlier (unless specified otherwise in this Policy).
			10.2 Extended period of each trip

#### **10.2 Extended period of each trip**

In case that insured receives medical treatment during period of insurance and need to receive continued medical treatment as inpatient, this policy will extend coverage until company or Authorized company considers that insured is able to travel back to insured's residence or Country of residence. However, company will limit sum insured as specified

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11.	Transport company	means	A road, railroad, fly or shipping transport company which has license for carrying
			passengers in specified and regular routes.
12.	Physician	means	A person who graduated with a degree in Medical Sciences and is legally registered with
			the Medical Council to perform as a medical professional in the locality in which medical
			services or surgeries are provided. A Physician shall not be: the Insured, or legal spouse
			or child of the Insured.
13.	Nurse	means	A person who is legally licensed to engage in the nursing profession.
14.	Hospital	means	Any medical facility that provides medical services, can accommodate overnight patients,
			has an adequate number of medical personnel and facilities and a complete range of
			services, particularly a major operating room, and is registered as a Hospital in
			accordance with the law on medical facilities in that locality.
15.	Inpatient	means	A person who is required to receive medical treatment in a Hospital at least 6 hours in a
			row and registered as an Inpatient by diagnosis and advice of the Physician based on
			indication of Medical Standards for treatment of such Injury or Sickness. It must be
			included the case of death after registered as an inpatient within 6 hours.
16.	Medical Facility	means	Any medical facility that provides medical services, can accommodate overnight patients,
			and is permitted to be registered as a Medical Facility in accordance with the law in that
			locality.
17.	Clinic	means	A modern medical facility that is permitted by law to provide medical treatment and diagnoses
			by Physicians, but cannot accommodate overnight patients.
18.	Residence	means	The country of which the insured is a citizen and defined by insured.
19.	<b>Close Relatives</b>	means	Spouse of the Insured, Father, mother, son, daughter, brothers and sisters of full blood,
			overseer, grandfathers, grandmothers and Father, mother of the spouse.
20.	<b>Business close</b>	means	20.1 A person who relates to insured in business way not a fellow employee of the
	person		Person insured, where the business relationship with the Person insured is continuous and
			interdependent.
			20.2 A person who travels along with insured with the same purpose and is necessary for
			insured's business or
			20.3 An insured's employee
21.	Medical Standards	means	International rules or practices of modern medical providers for creating suitable treatment plans
			that are based on Medical Necessity and appropriateness, taking into account the conclusions
			drawn from the Injury or Sickness record, medical findings, diagnosis results and other pertinent
			information (if any).
22	Medical Necessity	means	medical services provided under the following conditions:
			22.1 The services correspond with the diagnosis, and the treatment is consistent with the
			treated person's Injury or Sickness;
			22.2 There are clear medical indications based on current Medical Standards;
			22.3 The services must not be solely for the convenience of the treated person or his or
			her family or the treatment provider; and
			22.4 The services must be medical services provided in accordance with Medical

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Standards and suitable for caring for the patient based on the patient's needs in light of the Injury or Sickness.

- 23. Necessary and means Medical treatment costs and/or other expenses that correspond to the amounts normally charged to general patients for similar services by the Hospital, Medical Facility or Clinic where the Insured has been treated.
- 24. Pre-existing means Any disease (including complications), symptom or abnormality of the Insured occurring within 24 months preceding the effective date of coverage of this Policy with sufficient indication for a general person to seek for diagnosis, care or treatment, or for which a Physician shall provide diagnosis, care or treatment.
- 25. AIDS means Acquired Immune Deficiency Syndrome which is caused by HIV virus infection, and shall include opportunistic infection, Malignant Neoplasm, infections or any Sickness that reveals an HIV (Human Immunodeficiency Virus) positive blood test result. Opportunistic infection shall include, but is not limited to, Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus, and/or Disseminated Fungi Infection. Malignant Neoplasm shall include Kaposi's sarcoma, Central Nervous System Lymphoma, and/or other severe disease which is presently known to be a symptom of Acquired Immune Deficiency Syndrome, or which causes sudden death, Sickness, or disability to infected persons.

AIDS shall include HIV (Human Immunodeficiency Virus), Encephalopathy Dementia, and outbreak of virus.

- 26. Terrorism means Any action using force or violence and/or involving threat by any person or group of persons regardless of whether such action is taken alone, on behalf of, or in relation to any organization or government with an aim for results involving politics, religions or cults, or similar purposes, and to cause the government and/or the public or any part thereof to be in panic.
- 27. Authorized *means* A juristic person who is solely authorized by the Company to provide service and assistance in emergency case to the Insured as stated on schedule of the policy.
- 28. House *means* A place where insured lives in Thailand
- **29. Office** *means* A place where insured works in Thailand
- **30. Destination** *means* A destination of insured's trip in Thailand
- 31. Starting place inmeansA place in Thailand area which is a start point of travel in Thailand as specified in policyThailandschedule in case that insured have residence or house outside Thailand

## 2.1 Insurance Contract

This insurance contract arises from the fact that the Company relies upon the statements of the Insured in the insurance application as well as additional declarations (if any) that the Insured has signed in evidence of his or her acceptance of the insurance contract, this Policy and summary documents, general conditions, exclusions and insuring agreements of the material contents of which are issued by the Company.

In the event that the Insured knowingly provides false statements in the declarations mentioned in paragraph one, or knowingly conceals relevant facts which, if made known to the Company, might motivate the Company to demand a higher premium or refuse to execute the insurance contract, this insurance contract shall become void in accordance with section 865 of the Civil and Commercial Code, whereupon the Company will be entitled to terminate the insurance contract.

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The Company shall not deny its liability based on any declaration other than the declarations made in the documents in accordance with paragraph one.

## 2.2 Validity of the Insurance Contract and Change of Wording in the Insurance Contract

This insurance Policy, together with the insuring agreements and attachments, forms part of the insurance contract. Any change of wording in the insurance contract must be approved by the Company and recorded in the Policy or attachments before such change becomes valid.

## 2.3 Period of Insurance

This insurance policy covers insured as definition of "Period of travel" every time that insured travels within period of insurance.

The coverage under insurance policy will terminate automatically when insured travels outside 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 examine the Insured's medical record and diagnosis records as may be necessary for this insurance. The Company also has the right to conduct an autopsy, if necessary and not contrary to the law, at the Company's expense.

## 2.6 Subrogation

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

## 2.7 Notification and Claim

The policyholder and/or insured, beneficiary or representative of such person as the case may be shall notify the Company of any loss or damage without delay. In case of loss of life, the Company must be notified immediately unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible. For other situations, the notification must be as early as possible within 30 days from date of occurrence.

In case that policyholder and/or insured cannot notify within defined period, the policyholder and/or insured still have a right to claim if policyholder and/or insured can prove that it is not an error of policyholder and/or insured for unable to notify within defined period and policyholder and/or insured manages to notify as early as possible.

## 2.8 Claim and Evidence for claim

2.8.1 In case of Medical Expenses Benefit

For claim for cost of medical treatment, the policy holder and/or insured shall, at his or her expense, submit the following evidence to the Company within 30 days from the date on which the policyholder/insured is discharged from the Hospital, Medical Facility or Clinic.

- 1. Claim form as prescribed by the Company.
- 2. Physician's report indicating significant symptom, diagnosis result and treatment.
- 3. Original copy of receipt listing the expenses, or a summary of the bill and receipt.
- 4. Copy of the Insured's passport or travel evidence.

The receipts listing expenses must be the original receipts. The Company will return such receipts that certify the amount paid to the Insured to further claim the remaining amount from another insurer. If the Insured has been indemnified by

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government welfare, other welfare, or other insurance, the Insured shall submit a copy of the receipt certifying the amount paid by government welfare or other agency to further claim the remaining amount from the Company.

2.8.2 In case of Dismemberment, Loss of Sight or Total Permanent Disability from Accident Benefit

The policy holder and/or insured shall, at his or her expense, submit the following evidence to the Company within 30 days from the date on which the Physician concludes that the policyholder and/or insured suffers permanent disability or dismemberment.

- 1. Claim form as prescribed by the Company
- 2. Physician's report indicating the permanent disability or dismemberment
- 3. Copy of the Insured's passport or travel evidence.

## 2.8.3 In case of Loss of Life Benefit

The beneficiary shall, at his or her expense, submit the following evidence to the Company within 30 days from the date of insured's death.

- 1. Claim form as prescribed by the Company
- 2. Death certificate
- 3. Copy of autopsy report
- 4. Copy of police report
- 5. Copies of ID card and house registration of the Insured with the wording "Deceased" thereon
- 6. Copy of the Insured's passport or travel evidence
- 7. Copies of ID card and house registration of the beneficiary

## 2.8.4 In case of other Benefit

The policy holder and/or insured shall, at his or her expense, submit the following evidence to the Company within 30 days from the date of claim notification.

- 1. Claim form as prescribed by the Company
- 2. Original receipt
- 3. Copy of the Insured's passport or travel evidence
- 4. Police report (if any)
- 5. Invoice and other relating documents
- 6. Letter of notification from the Transport Company and relating travel information (if any)
- 7. In case of Trip cancellation and Trip curtailment benefit, insured shall submit additional documents as follow
  - a. Confirmation letter that insured pays deposit and accommodation cost including original copy of additional paid travel and accommodation expense.
  - b. Medical expense document or Death certificate of insured, close relative or business close person or a copy of conscription notice
- 8. Copy of notice of bail
- 9. Documents or evidence according to the company required

If the documents are not submitted within specified period, insured still has right to claim in case that there is(are) appropriately reason(s) of not submitting documents within specified period but submitting as soon as possible.

## 2.9 Compensation Payment

The Company shall provide compensation within 15 days from the date on which the Company has received a complete and correct set of evidence of Loss or Damage. Compensation for death will be paid to the beneficiary while other types of

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compensation will be paid to the Insured. If there is a reasonable doubt that the aforesaid claim was not made in accordance with the insuring agreement in this Policy, the period of time specified for claim compensation investigation may be extended if necessary but in no event shall this period last more than 90 days from the date on which all documents are received by the Company.

If the Company cannot settle the claim within the specified time limit, the Company is liable to pay interest at 15 percent per annum of the amount due accrued from the due date of the compensation.

In case of medical expense in oversea hospital or medical facility or clinic, the company shall compensate in currentry exchange rate of the date of medical expense receipt.

## 2.10 Fraudulent Claims

The Company shall not be liable for the claim which the policyholder and/or insured, the beneficiary or the representative of such Person, uses fraudulent or dishonest means to obtain the benefits under this insurance policy and the company has the right to void this insurance policy immediately. In this case, the company shall refund the premium to the insured by deducting the premium for the period of insurance which this policy has already been enforced on the pro-rata basis.

## 2.11 Payment of Premium and Premium Refund

- 2.11.1 Premium will be due immediately which shall be paid by the policyholder and/or the insured, and the policy will be effective on the date stated on the policy schedule.
- 2.11.2 In case of Policy termination by policyholder and/or insured after policy issued, the company will not return premium.

Cancellation of this insurance policy under this condition, regardless of the cancellation is made by either parties, must be for the entire policy. Cancel some parts of the policy during policy year is not allowed.

## 2.12 Dispute Resolution by Arbitration

In case of an argument, dispute, or claim under this Policy between a person who is entitled to claim under the Policy and the Company, if that person wishes to settle the dispute by way of arbitration, the Company shall comply and allow the case to be decided by an arbitrator according to the Arbitration Regulations of the Office of the Insurance Commission on arbitration.

## 2.13 Conditions Precedent

The Company may not be liable for compensation under this Policy unless the policyholder and/or insured, the beneficiary, or the representative of the said person, as the case may be, has fully complied with the insurance contract and the conditions of the Policy.

## Section 3: General Exclusions

This Policy does not cover any Injury, Sickness, Loss or Damage arising from or as a result of the following causes or which occurs at the times as follows.

- 1. Injury arising from the action of the Insured while the Insured is under the influence of alcohol, addictive substance, or narcotics 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 an alcohol level of 150 milligram percent and over.
- 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. Surgery excluding necessary surgery from covered injury and within specified period in insurance.
- 5. Miscarriage
- 6. Dental or root canal treatment except treatment within 7 days from the date of accident
- 7. Dentures or crowns or prosthodontics
- 8. Food poisoning

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- 9. Backache from Nucleoplasty, Spondylolisthesis, Degeneratation, Spondylosis, Spondylitis except Fracture or Dislocation of backbone from accident
- 10. While the Insured as a soldier, police, emergency medical treatment provider, fireman or a volunteer and participates in war or crime suppression
- 11. While the Insured is committing a felony or while the Insured is being arrested or escaping arrest.
- 12. Injury while the Insured is taking part in a brawl or taking part in inciting a brawl.
- 13. War, invasion, act of foreign enemies, warlike operations (whether war is declared or not), civil war, uprising, insurrection, riot, strike, civil commotion, revolution, coup d'état, proclamations of martial law, or any events which lead to the proclamation or maintenance of martial law.
- 14. Terrorism
- 15. Radiation or radioactivity from any nuclear fuel or nuclear waste produced by the combustion of nuclear fuel or any process of self-sustaining nuclear fission/fusion.
- 16. Radioactive explosion, or any nuclear component or harmful substance that could cause an explosion in a nuclear process.
- 17. Injury while the Insured is taking part in racing of all kinds, including car, boat, horse, ski, jet-skiing, skate, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot air balloon, or gliding.
- 18. While insured practices or attend professional sport event or sport event or practice as non-professional.
- 19. While the Insured is piloting or working on board as an employee of an airline.
- 20. 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.
- 21. Any loss or damage outside Thailand
- 22. Pre-Existing condition

## Section 4: Scope of Service by the Company and/ or the Authorized Company

The Company and/or the Authorized Company's Scope of Assistance are carried out under the Thai national laws and regulations. The Company and/or the Authorized Company's services are subject to the required authorizations by relevant authorities. The Company and/or the Authorized Company shall not 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, and restrictions to free circulation, sabotage, terrorist attacks, civil or foreign war, and 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 attachments of this Insurance Policy and in consideration of the premium paid by the policyholder and/or insured, the Company shall provide coverage as follows:



#### **Insuring Agreement**

#### Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability from Accident Benefit

Additional Definitions				
Dismemberment means		The cutting of a wrist or ankle from the body, and shall include total loss of usability of the		
		aforesaid organ, and there is a clear medical indication that it will never be able to function		
		again.		
Loss of Sight	means	Total blindness that is incurable.		
Total Permanent	means	Disability to the extent of permanent inability to perform any function in a full-time job or any		
Disability		other occupation.		
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#### <u>Coverage</u>

This insurance covers Loss or Damage arising from physical Injury of the Insured due to an Accident, which causes death, dismemberment, loss of vision or permanent disability to the Insured within 180 days from the date of Accident; or Injury for which continuous treatment as an Inpatient in a Hospital or Medical Facility is required for the Insured, and which subsequently causes death at any time. The Company shall pay the following compensation.

- 1. 100% of the sum insured In case of death.
- 100% of the sum insured In case of permanent disability which must continue for not less than 12 months from the date of Accident, or there is a clear medical indication that the Insured has become permanently disabled.
- 3. 100% of the sum insured For both hands from wrists, both feet from ankles, or sight of both eyes.
- 4. 100% of the sum insured For one hand from the wrist and one foot from the ankle.
- 5. 100% of the sum insured For one hand from the wrist and sight of one eye.
- 6. 100% of the sum insured For one foot from the ankle and sight of one eye.
- 7. 60% of the sum insured For one hand from the wrist.
- 8. 60% of the sum insured For one foot from the ankle.
- 9. 60% of the sum insured For sight of one eye.

The Company shall pay compensation in accordance with this clause only for one maximum item throughout the period of insurance. The Company shall compensate the consequence arising in accordance with this insuring agreement in aggregate not exceeding the amount specified in the schedule. If the Company has not compensated the full sum insured, the Company shall continue to provide coverage until the expiry of the period of insurance only in the amount of the remaining sum insured.

## Exclusions (only apply to Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability from Accident Benefit)

While riding or as a passenger on motorcycle.



## Insuring Agreement Accidental Medical Expenses Benefit

## **Coverage**

During the validity of the Policy, the Company shall reimburse the Insured the Necessary and Reasonable Expenses incurred from medical treatment based on Medical Necessity and Medical Standards in the actual amount paid but not more than the sum insured specified in the insurance schedule, if the Insured is injured from an Accident during the period of insurance, causing the Insured to receive medical treatment whether as an Inpatient or Outpatient.

## Exclusions (only apply to the Accidental Medical Expenses Benefit Agreement)

1. The insurance will not cover special nurse expense, bracing equipment (except crutches), wheelchair, artificial organs outside body, alternative medicine, acupuncture.

2. While riding or as a passenger on motorcycle.



## **Insuring Agreement**

## **Emergency Medical Evacuation or Transportation to Country of Residence** and/or Repatriation of Body or Ashes to Country of Residence Benefit

residence

Additional Definitions		
<b>Emergency Medical</b>	means	1. Emergency Transportation from the place that insured has an accident or sickness to
Evacuation		the nearest hospital which is able to give proper medical treatment or
		2. Emergency Transportation from the local hospital that gives initial medical treatment
		and insured can be transferred to other hospital for further medical treatment or to resider
		for convalescence
Covered expenses	means	Expenses for evacuation, medical treatment, medical need, transportation to country of
		residence. Any expense have to be approved and managed by Authorized company
<b>Repatriation of Body</b>	means	A necessary management for repatriation of body or ashes to country of residence
or Ashes		in case of insured's death during period of insurance.
<u>Coverage</u>		

## **Emergency Medical Evacuation or Transportation to Country of Residence**

During the validity of the policy, the insurance provides benefit coverage for emergency medical evacuation for injury from an accident or sickness during period of insurance by the most proper method based on opinion or advice of Authorized Company. The company shall compensate expenses directly from Authorized Company.

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 the medical necessity to treat the insured only.

## **Repatriation of Body or Ashes**

During the validity of the policy, the insurance provides benefit coverage for repatriation of body or ashes to country of residence in case of insured's death or sickness during period of insurance which is managed by Authorized Company. The company shall compensate expenses directly from Authorized Company.

In case of repatriation of body or ashes outside Thailand, the sum insured will not exceed the cost for repatriation of body or ashes to Thailand.

The company shall compensate actual costs of services and arrangement by a funeral director (undertaker), casket, embalming, and cremation but exclude funeral arranging cost.

The total sum insured of emergency medical evacuation or transportation to country of residence and/or repatriation of body or ashes to country of residence benefit will not exceed sum insured defined in the policy schedule.

## Conditions for Coverage (only apply to the Emergency Medical Evacuation or Transportation to Country of Residence and/or Repatriation of Body or Ashes to Country of Residence Benefit)

The Company has appointed the Authorized Company to assist the Insured Person with any oversea medical emergency per the following conditions:

1. Various decisions will be best performed solely in the insured's medical interest.

2. The Authorized Company's doctors and/or medical personnel shall contact the local medical facilities or, if needed, shall request the information from the insured's usual doctor to take the decisions best suited to the insured's health condition.

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3. The insured accepts that the insured's evacuation shall be decided and managed by the medical personnel of Authorized Company with officially acknowledged qualifications in the said personnel's country of usual practice.

4. The Authorized Company's arrangements are carried out under the national and international laws and regulations. The Authorized Company's services are subject to the required authorizations by relevant authorities.

5. In case that insured refuses to follow Authorized Company's decisions, it means that exempts the Company and the Authorized Company from any liability concerning the consequences of such initiative and the Insured Person will then lose all of his/her rights to receive the services from the Authorized Company and the indemnities from the Company.

6. When Authorized Company gives assistance; the company reserves the right to own original return ticket, insured has to sent the ticket to Authorized Company or return money from travel agency to company. If insured does not book and purchase for return ticket, insured shall pay an amount of money for return ticket to company.

Exclusions (only apply to the Emergency Medical Evacuation or Transportation to Country of Residence and/or Repatriation of Body or Ashes to Country of Residence Benefit)

The insurance under this insuring agreement does not cover injury, sickness, loss or damage from the following

Any action that is not approved or managed by Authorized Company, unless there is a reasonable cause for the immoderate and incontrollable action and the insured is unable to notify Authorized Company and has incurred during emergency medical treatment at any place. In this case, the Company reserves the right to compensate the amount advanced by the Insured only for the expenses incurred from those services under the situation specified by Authorized Company and in the maximum amount not exceeding the sum insured specified in the schedule.



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## Insuring Agreement Trip Cancellation Benefit

## **Additional Definitions**

Severe weather

Strom, Rainstorm, Snow storm, Fog storm, Typhoon, Smoke and Air soot from volcano eruption affected safety during travel

## **Coverage**

During the validity of the policy, the insurance provides benefit coverage when insured's travel plan confirms to cancel within 30 days before the date of departure due to unexpected and incontrollable events as follows.

a. Death, or serious injury or sickness of the insured or his or her close relative or business close person or

b. Cancellation of Transport Company schedule due to riot, strike, protest, severe weather or

c. The Insured is subpoenaed to present as a witness in court, or receives a mandatory writ from the court.

The Company shall reimburse the insured for Loss or Damage of trip cancellation occurring after the Policy has become effective, i.e. accommodation expense, advanced travel deposit, any expense during travel booking program or penalty from cancellation that reimbursement is not provided by other sources. The company shall compensate actual costs but not exceed sum insured specified in policy schedule. However, costs must be certified in writing by responsible service provider relating to that trip.

## Conditions for Coverage (only apply to the Trip Cancellation Benefit)

The insured must notify travel agency or transport company or accommodation provider as soon as possible when trip is cancelled.

If the insured does not notify travel agency or transport company or accommodation provider as soon as possible or 48 hours after insured informs about cause of trip cancellation. Late notification is an insured's fault. If expense on the date of notification is higher than expense on the date that insured should notify, the company shall compensate the amount of cost on the date of notification. The insured must be responsible for difference that insured cannot claim.

## Exclusions (only apply to the Trip Cancellation Benefit)

The insurance under this insuring agreement shall not cover trip cancellation arising from or as a result of the following causes.

- 1. Any Loss or Damage arising from the Thai and/or destination country government's control or rules and regulations.
- 2. Any Loss or Damage covered under other policies in effect or government program, or compensation from other sources, i.e. hotels, airlines, travel agencies, or any other operator of business related to travel, and accommodation.
- 3. Any situation that insured knows in advance or expects to happen before the issue date of policy.



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## Insuring Agreement Trip Curtailment Benefit

## Additional Definitions

Severe weather

Strom, Rainstorm, Snow storm, Fog storm, Typhoon, Smoke and Air soot from volcano eruption affected safety during travel

## **Coverage**

During the validity of the policy, the insurance provides benefit coverage when insured's travel plan must be shorten from curtailment after the date of departure but between period of trip as travel plan due to unexpected and incontrollable events as follows.

- a. The insured suffering serious injury or sickness, OR
- b. Death, or serious injury or sickness of the insured or his or her close relative or business close person OR
- c. Adjusting of Transport Company schedule due to riot, strike, protest, severe weather OR
- d. The Insured is subpoenaed to present as a witness in court, or receives a mandatory writ from the court.
- The company shall compensate for following expenses.
- 1. Advance expense of vehicle expense, accommodation expense, any expense relating to booking travel program that reimbursement is not provided by other sources.
- 2. Additional expense of vehicle expense, accommodation expense, any expense relating to booking travel program that insured has to pay due to trip curtailment from above causes.

The company shall compensate actual costs but not exceed sum insured specified in policy schedule. However, costs must be certified in writing by responsible service provider relating to that trip.

## Conditions for Coverage (only apply to the Trip Curtailment Benefit)

The insured must notify travel agency or transport company or accommodation provider as soon as possible when trip is curtailed.

## **Exclusions (only apply to the Trip Curtailment Benefit)**

The insurance under this insuring agreement shall not cover trip curtailment arising from or as a result of the following causes.

- 1. Any Loss or Damage arising from the Thai and/or destination country government's control or rules and regulations.
- 2. Any Loss or Damage covered under other policies in effect or government program, or compensation from other sources, i.e. hotels, airlines, travel agencies, or any other operator of business related to travel, and accommodation.
- 3. Any situation that insured knows in advance or expects to happen before the issue date of policy.



means

## Insuring Agreement Trip Delay Benefit

## **Additional Definitions**

Severe weather

Strom, Rainstorm, Snow storm, Fog storm, Typhoon, Smoke and Air soot from volcano eruption affected safety during travel

## <u>Coverage</u>

During the validity of the policy, the insurance provides benefit coverage when transport company's travel schedule prepared for insured's trip delays for a maximum of three consecutive hours counting from the time specified in the travel plan, provided to the Insured due to strike, riot, severe weather, defective tools and equipment, structure impairment of transport company's vehicle or severe fire from departure preventing it from travelling. The Company shall pay compensation for food and accommodation in the amount of the sum insured as specified in the schedule for Public Conveyance delay with respect to every three full consecutive hours of delay.

## Conditions for Coverage (only apply to the Trip Delay Benefit)

Benefit will be calculated from difference between the schedule time of destination arrival and the actual time that insured arrive at destination.

If Transport Company provides other vehicle for insured, benefit will be calculated from difference between the schedule time of destination arrival and the actual time that other vehicle provided by Transport Company arrives at destination.

## Exclusions (only apply to the Trip Curtailment Benefit)

The insurance under this insuring agreement shall not cover trip delay arising from or as a result of the following causes.

- 1. Delay from following causes ;
  - 1.1 Failure of the Insured Person to check in at the checkpoint of the Air Port in time regardless of what cause it may be
  - 1.2 Strike or Riot that happen and is publicly announced before the date of departure that insured can modify his or her travel plan.
- 2. Any loss or damage that is recoverable from any other sources.

# <u>เมื่อปไทยประกันภัย</u>

MUANG THAI INSURANCE

## **Insuring Agreement**

## Loss or Damage of Baggage or Personal Effects Benefit

## Additional Definitions

Baggage or	means	An insured's baggage or personal effect under insured's responsibility and carried by
Personal Effects		insured or bought during period of travel
Valuables	means	Accessories, jewelry, watch, or precious stone including gold ornaments and silverware,
		fur, leatherwork
Pair or set	means	Number of baggage or personal effect that is integral part or used together.
Carried money	means	Coin, banknote, various currency of money, travel check, travel documents, holiday
		vouchers, gift voucher that can change to be cash or can be reprinted
Personal documents	means	Green card, passport, identification card, driving license

## **Coverage**

During the validity of the policy, the insurance provides benefit coverage for any loss or damage of baggage or personal effect within period of insurance. The company shall compensate an actual cost but not exceed sum insured limit of each item and accumulated coverage amount specified in policy schedule.

Insured must report to a police officer or hotel executive or transport company executive at the place of the loss or damage within 24 hours from the incident or as soon as possible, and such police report or confirmation letter/document from relating sources must be provided in the claim of indemnity.

In case of loss or damage of a part of pair or set, benefit shall not be considered from total value of pair or set but considered for only a part of pair or set that loses or damages not more than sum insured per item, pair or set, as specified in the schedule.

The company can choose to compensate in cash by deducting depreciation from sum insured or from repairing cost of baggage or personal effect. In case of major damage of baggage or person effect that the item is unable to repair, company shall compensate as loss of the item and company will obtain right of the item and manage to sell the item after compensation is paid to insured.

The insured must notify company as soon as the lost item is found. If company has not yet compensated benefit to insured, insured must request the return of the item. In case of damaged item under this coverage, company shall compensate within limit of sum insured for damage of baggage or person effect only. If company has compensated the claim to insured, insured can select between disclaiming the item or requesting the return of the item, then insure must return received compensation of that item. In case that insured does not request the return of the item within 15 days from date of notification, company will assume that insured disclaim the item.

Under this insuring agreement in insurance policy, insured may not claim indemnity under the benefit under this insuring agreement and baggage delay benefit insuring agreement for the same incident.

## Conditions for Coverage (only apply to the Loss or Damage of Baggage or Personal Effects Benefit)

1. Insured must absolutely protect his or her own personal effect.

2. In case that company compensated benefit under this insuring agreement and company own a right in the item, insured must cooperate with company for claiming with other sources in the part that company paid for compensation by preparing necessary documents and not doing any action that affects company negatively.

## Exclusions (only apply to the Loss or Damage of Baggage or Personal Effects Benefit)

The insurance under this insuring agreement does not cover

# <u>เมื่อ มิทยประกันภัย</u>

MUANG THAI INSURANCE

- 1. Animal, vehicle driven by engine (including essential part of such vehicle), boat, other vehicles, fruit, houseware, antique object, handiwork, glassware, chinaware, glazed tile, marble, pottery or breakable item, drawing, art piece, eye glasses (lens and frame), contact lens, personal documents, important financial documents, stamp, carried money, credit card, sim card, key
- 2. Any loss or damage from valuables that not kept with insured excluding valuables kept in locked safety
- 3. Any loss or damage caused by wear and tear, drying mark, damage from weather, deterioration, liquid leakage, oil contamination, rust on baggage, engine or electrical equipment impairment, insect, mouse, item condition, damage from or as a result of production process.
- 4. Robbery without breaking in, trespassing or using passkey
- 5. Any loss or damage of baggage that is not locked or left without responsible person.
- 6. Any loss or damage of baggage that cover under other insurance policy and insured receive reimbursement from Transport Company or accommodation or other sources.
- 7. Any loss or damage of baggage that sent to destination beforehand or moved separately from insured
- 8. Any loss or damage of product or product sample or any equipment
- 9. Any loss or damage of insured's personal effect from seizing or destroying under command government or government sector or immigration of Thailand and/or destination country
- 10. Personal effects that bought after insured arrival at destination
- **11.Robbery by insured's employee**
- 12. Any loss or damage of artificial organs and equipment excluding loss or damage from accident
- 13. Any loss or damage of rental equipment
- 14. Any loss or damage of data in program, disk, data recording card or other similar items.



Insuring Agreement Baggage Delay Benefit

## **Coverage**

During the validity of the policy, the insurance provides benefit coverage when insured's baggage arrive delay or send to wrong destination or temporary loss during period of travel. The Company shall pay compensation for necessary clothes or personal items for insured in the amount of the sum insured as specified in the schedule with respect to every five (5) full consecutive hours of delay counting from the arrival time of insured at destination.

Under this insuring agreement in insurance policy, insured may not claim indemnity under the benefit under this insuring agreement and Loss or damage of baggage or personal effects benefit insuring agreement for the same incident.

In case that there is an approval of permanent loss of baggage, company will deduct paid amount of compensation under this insuring agreement from amount of Loss or damage of baggage or personal effects benefit.

## Conditions for Coverage (only apply to the Baggage Delay Benefit)

Insured must absolutely protect his or her own baggage by locking and identifying correct data on baggage tag.

Exclusions (only apply to the Baggage Delay Benefit)

The insurance under this insuring agreement does not cover

- 1. Delay directly or indirectly from strike or riot while traveling or before the issue date of insurance, whichever occurs earlier.
- 2. Baggage that has a transportation certificate for example Bill of Loading, Air waybill, Rail Way Bill or Parcel Post Receipt.
- 3. Baggage that is seized or destroyed under command government or government sector or immigration of Thailand and/or destination country
- 4. Delay happens outside Thailand



### **Insuring Agreement**

### **Third-Party Liability Benefit**

## **Additional Definitions**

Third Party means Any person except relatives or family members who stays with the Insured, or insured's employee

## <u>Coverage</u>

During the validity of the policy, the insurance provides benefit coverage of Loss or Damage of a Third Party incurred during period of travel in case of:

- 1. Death or injury of any person;
- 2. Loss or damage of property of Third Party.
- The Company shall compensate on behalf of insured with actual costs for following expense:
- a. compensation that insured must compensate to third party as actual loss or damage
- b. Any expense or charge that insured pay with consent.
- c. Managing expense for judicial expense or arbitration

The sum insured per incident or consecutive incident from same reason during period of travel shall not exceed sum insured specified in policy schedule.

## Conditions for Coverage (only apply to the Third-Party Liability Benefit)

- 1. If there are other insurance policies that cover the incident, company shall compensate in average but not exceed proportion that company must be responsible.
- 2. Insured must not confess, offer, promise, pay or compensate without company approval in writing.
- 3. Insured must send a letter, claim form, summons or other documents relating to damage or as result of claim to company immediately.

## Exclusions (only apply to the Third-Party Liability Benefit)

The insurance under this insuring agreement does not cover

- 1. Any loss or damage from incident that happens by insured's intention or illegal action of insured
- 2. Any liability from or as a result of
  - 2.1 Professional liabilities and non-compliance with the profession
  - 2.2 Insured's business or profession
  - 2.3 Use of firearm or weapon
  - 2.4 Insured's harmful activities excluding extended coverage under the insurance policy
  - 2.5 Ownership, possession, or use of any wheeled vehicles, aircraft or watercraft.
  - 2.6 Ownership, possession, or use of land, building except residence place of insured during period of travel.
  - 2.7 Sexual harassment, criminal violence affected to body and mind
  - 2.8 Pollution or contamination of soil, water or air.
- 3. Liability of business close person or third-party from employment or internship with insured.
- 4. Liability from contract. If there is no contract, insured's liability will not happen.
- 5. Liability from animals (Except dog, cat or horse) under insured's responsibility or control
- 6. Loss of life or injury of body or loss or damage of close relative's personal effect.
- 7. Any loss or damage of insured's personal effect.
- 8. Expenses for criminal proceedings.