

Travel Accident Insurance for Individual or Group of Tourists

In reliance upon the statements in the application here for, made a part hereof, in consideration of the payment of the premiums from the policyholder or Insured person and subject to General Provisions, Coverages, Exclusions and Endorsements contained herein, attached hereto, the Company makes the following agreement with the named Insured:

Coverages: The coverage shall be in accordance with the coverage provisions contained herein/endorsements attached hereto.

General Provisions

1. **Definitions:** When used in this policy and endorsements attached hereto.
 - 1.1 “Company” means the Company issues this policy.
 - 1.2 “Policyholder” means the person is named as the policyholder in the schedule, which he is the person who provides the insurance for the benefit of the Insured.
 - 1.3 “Insured” means the person is named as the Insured as specified in the schedule of the policy and/or any attachment, which he is the person who receives the coverage under this policy.
 - 1.4 “Schedule” means the schedule of the policy.
 - 1.5 “Accident” means the sudden accident caused to external of the body, leading to the result which is not deliberated or expected by the Insured.
 - 1.6 “Injury” means bodily injury caused solely and directly by accident and independently of any other causes.
 - 1.7 “Total Permanent Disability” means the Insured is so disabled that he is unable to perform the daily duties of his occupation or any other occupations forever..
 - 1.8 “Any losses or damages” mean an accidental bodily injury sustained by the Insured causes loss of life, dismemberment, loss of sight, permanent disability of the Insured or admitted to hospital.
 - 1.9 Duration of Insurance means no.of days travelling of insured person for each trip commencing and complete within the period of insurance.
 - 1.9.1 Domestic and Outbound - Duration of insurance means period of insurance commences immediately from time leaving place of residence anywhere in Thailand and continues until completion of the tour schedule and ceases upon arrival place of residence.
 - 1.9.2 Inbound - Duration of insurance means period of insurance commences immediately upon arrival in Thailand and continues according to the arranged itinerary until completion of the itinerary in Thailand and ceases upon departure at the check-out boundary of any Thai airports.

2. Validity of Contract and Modification of Statements in the Insurance Contract

This policy including the coverage provisions and endorsements shall be deemed the insurance contract. Any modifications of the statements hereunder agreed by the Company and endorsed in this policy or the endorsement shall be valid.

3. Period of Insurance

This insurance policy shall cover as per duration of insurance specify in the general provisions No1.9 within the period of each trip and subject to a maximum limit not exceeding 180 days per trip.

In the case of medical emergency, high jack, flight delay that cause the insured person delay to travel to the destination within the period of insurance, the period of insurance shall automatic extend and continue until the completion of travelling as specify in the general provisions No1.9

4. Notification of Claim

The Policyholder, Insured, beneficiary or any person on behalf of the Insured as the case may be, must notify the Company of the Insured's injury without delay and in case of loss of life, an urgent notification is necessary unless there is a reasonably necessity not to do so, but such notification have been given as soon as possible.

5. Proof of Loss

In the case of claim for compensation, the Policyholder, Insured, beneficiary or its agent as the case may be shall furnish the Company with the proof of loss requested by the Company as necessary at its own expenses.

In the case of claim for compensation due to loss of life or disability, they shall furnish the Company with the aforesaid proof of loss within thirty (30) days commencing on the date of loss of life or disability and in the case of claim for any other loss shall furnish within 180 days commencing on the date of accident. However, the claim which is not requested within that period will not be invalid, if there is a reasonably necessity not to do so, but such claim has been given as soon as possible.

In the case of claim for hospital treatment, the Insured person should furnish the original receipt of hospital expenses and the Company shall return that original receipt with certified claimed amount for claiming the remaining part from other insurance company. However, if the Insured receives reimbursement from government welfare or any other welfare, the Insured must furnish the copy of the original receipt together with the certified amount paid by the government welfare or any other organization to claim for the remaining part from the Company.

6. Physical Examinations

The Company shall have the right to examine the Insured person when and as it may reasonably require during the pendency of a claim hereunder, and to perform an autopsy, if necessary.

7. Payment of Claim

The Company will pay the compensation for loss of life to the beneficiary, others compensation will be paid to the Insured within 20 days from the date the Company receives the receipt of the corrected and completed proof of loss.

In case of there are any queries on claim for the above benefits that the claim are not in accordance with the coverage specified in the policy, the period can be extended as necessary, but not exceeding 90 days from the date that the Company receives all documents completely.

Burden of proof shall belong to the Company to prove that the claim is not in accordance with the coverage specified in the policy. In this case the Policyholder, Insured or the beneficiary shall provide the matter of fact and convenience as the case may be.

If the Company delays in paying the indemnity within the above period, the Company will be liable for the interest at the rate of 12% per year of the amount payable under this policy from the due date.

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. Appointment of Arbitration

In the case of the controversy arising out of this policy between the claimant and the Company, and if the claimant wants to extinguish that controversy by arbitration, the Company consents to use an appointment of arbitration according to the agreement of "Appointment of Arbitration" of the Insurance Department.

10. Automatic Termination of This Policy

This policy shall terminate automatically when the Insured is confined in prison.

11. Condition Precedent

The Company will not be liable for any compensation in accordance with the policy unless the Policyholder, the Insured, beneficiary has legally complied with the insurance contract and the provisions of the policy.

INSURING AGREEMENTS

The Company affords coverages only for insuring agreements for which an amount of liability is stated in the Schedule.

This Insurance covers loss or damage arising from the accidental injury to the Insured body, and cause of the follows results:-

Result 1 : Loss of Life, Dismemberment, Loss of sight or Total Permanent Disability

If the injury causes loss of life, dismemberment, loss of sight or total permanent disability of the Insured within 180 days from the date of accident or due to such injury, the Insured is necessary to confine in a hospital as an in-patient continuously and at anytime while this policy is in force, the Insured dies from such injury, the Company will pay the compensation as the follows:-

- 1.1 100% of the sum insured for Loss of Life.
- 1.2 100% of the sum insured for Total Permanent Disability, which shall sustain for not less than 12 months consecutively from the date of accident, or has the medical indication point out that the Insured sustained Total Permanent Disability.
- 1.3 100% of the sum insured for both hands from the wrist joint or both feet from the ankle joint or sight of both eyes.
- 1.4 100% of the sum insured for one hand from the wrist joint and one foot from the ankle joint.
- 1.5 100% of the sum insured for one hand from the wrist joint and sight of one eye.
- 1.6 100% of the sum insured for one foot from the ankle joint and sight of one eye.
- 1.7 60% of the sum insured for one hand from the wrist joint.
- 1.8 60% of the sum insured for one foot from the ankle joint.
- 1.9 60% of the sum insured for sight of one eye.

Total permanent dismemberment means amputation from the wrist or ankle, including loss of use totally and permanently of such memberment which the medical indication point out that it is unable to use permanently.

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

The Company shall pay for the item of loss with the greatest amount one item only.

Result 2 : Medical Expenses

If the injury causes the Insured requires the treatment of a legally licensed physician or the employment of a licensed nurse the Company will pay the expenses actually incurred by the Insured within 52 weeks from the date of accident for medical expense, nursing services, excluding the special nurse fee. But not exceeding the amount that the Company shall be liable as stated in the Schedule, deducted by the deductible to be borne by the insured as stated in the Schedule (if any).

If the Insured has claimed for any compensation from other Insurance Policy, Programs prepared by government, the Company will be liable for the remaining amount of the Medical expense that the Insured have not been reimbursed only.

GENERAL EXCLUSIONS

This insurance does not cover

1. Any Loss or Injury arising from/ or in consequence of the following causes:

- A. Actions 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 150 mg percent and over.
- B. Suicide or attempt suicide or self-inflicted injury.
- C. Parasite infections except pyrogenic 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 or root canal treatment except the treatment occurring within 7 days from the date of accident
- G. Replacement of or new sets of dentures, Crown, Prosthodontics
- H. Food poisoning
- I. Backache as a result of Herniated Disc, Prolapse 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 and strike.
- K. Nuclear weapons, radiation or radio activity 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 riding or travelling as passenger in any aircraft not operate by commercial airline.
- 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.

Extended Clauses

Should any content contained in following insuring agreements or attachments are objected or conflicted to the contents in insurance Policy, the content in these annexes shall be prevailed.

Other conditions of insurance contract and exclusions therein shall remain in full force and effect.

Extended Clauses
Emergency Medical Evacuation

Definition:

Home country means any country where the Insured is authorized as citizen or the country where is permanent residence of the Insured.

Coverage:

This insurance covers the benefit when the Insured is injured during the trip and it is necessary to evacuate the Insured by the method suitable to the necessity or advice of Travel Assist or its authorized representative to provide suitable treatment or for repatriation at the expenses of Travel Assist directly.

The movement method as mentioned herein, Travel Assist or its authorized representative shall decide and determine the method and type of movement and destination which may include the transportation cost via air, sea, land, train or other suitable method and subject to necessary treatment basis.

The coverage specified herein is expense for the service determined and/or prepared by Travel Assist for transport or treatment, cost of medical equipment as necessary in consequence of evacuation for emergency treatment of the Insured as specified herein.

Exclusions:

This insurance does not cover emergency medical evacuation expenses due to or in consequence of the following causes:-

1. All expenses related to service which the Insured is not liable to pay nor any expenses already included in expenses specified in the trip schedules.
2. Expenses related to any service unapproved nor managed by Travel Assist or its authorized representative unless the Insured or his companion is unable to report Travel Assist and there is reasonable cause of excessive expenses uncontrollable during emergency treatment at any place. In this regard, the Company reserves its right to compensate the amount prepaid by the Insured only the expenses incurred from those services in the same condition as prescribed by Travel Assist at maximum amount not exceeding the sum insured as specified in the Schedules.
3. Pre-existing conditions
4. AIDS or result of blood test that indicates HIV infection and other disease related to AIDS.
5. Venereal disease or other sexual transmitted diseases.

TA-Exclusion 1
(Attached to Travel Insurance Policy)

Company Name:

Endorsement No.	Attached to the policy no.	Inception Date
Insured's Name:		
Period of coverage	day(s)	Effective Date
Premium	Tax	Stamp
		Total

It is hereby agreed and noted that under the travel insurance policy which this endorsement attached, loss or damage, injury, sickness or legal liabilities, arising or deriving from, no matter direct or indirect, the followings will not be covered;

- (a) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, Syria or Crimea Region; and
- (b) any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:
 - (i) a terrorist;
 - (ii) a member of a terrorist organization;
 - (iii) a narcotics trafficker; or
 - (iv) a purveyor of nuclear, chemical or biological weapons.

If the conditions or wording in this Endorsement contradict to the Policy, it is noted to us this Endorsement instead. All other terms, conditions and exclusions remain unchanged.