

Outbound Group Travel Insurance “Muang Thai Happy Passenger” (Sell through electronic channel (Online)) (Lion Care)

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

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| 1. Policy | <i>means</i> | 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 | <i>means</i> | Muang Thai Insurance Public Company Limited |
| 3. Policyholder | <i>means</i> | Private individual as the policyholder on schedule or certificate which provided for the Insured’s benefit. |
| 4. Insured | <i>means</i> | The person named as the Insured in this schedule and/or attachments, and under coverage of this Policy. |
| 5. Period of Insurance | <i>means</i> | Period of each trip of the Insured which begins and ends according to the period of insurance as specified in schedule. |
| 6. Accident | <i>means</i> | 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 | <i>means</i> | Bodily injury directly resulting from an accident that happens solely and independently from other causes. |
| 8. Illness | <i>means</i> | A symptom, irregularity, illness, or disease contracted by the Insured. |
| 9. Serious Injury or Illness | <i>means</i> | 9.1 In case of the Insured, it means serious injury or illness that need medical treatment from doctor and doctor confirm that insured cannot continue travelling on travel schedule.
9.2 In case of close relative, it means serious injury or illness that doctor confirm to have lethal effects and insured cannot continue travelling on travel schedule. |
| 10. Period of travel | <i>means</i> | Period of each trip of the Insured which begins and ends according to the period of insurance |

10.1 Round Trip

The coverage starts at departure from the Insured’s residence for the journey or two hours prior to the departure from Country of Residence, whichever is later, and continues until the Insured travels back to their residence in Thailand, or for two hours upon arrival to Thailand, or until the expiry date of the period of insurance, whichever is earlier (unless specified otherwise in this Policy).

10.2 One-way

The coverage starts at departure from insured’s residence for the journey or two hours prior to the departure from Thailand, whichever is later, and continues until the Insured arrives at destination, or until the expiry date of the period of insurance, whichever is earlier (unless specified otherwise in this Policy).

Travelling back to Thailand or from Thailand is based on going through the immigration properly.

10.3 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 in the schedule.

- 11. Transportation provider** *means* A road, railroad, fly or shipping transportation provider which has license for carrying passengers in specified and regular routes.
- 12. Doctor** *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 Doctor 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 doctor based on indication of medical standards for treatment of such injury or illness. 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 doctors but cannot accommodate overnight patients.
- 18. Domicile** *means* The country of which the Insured is a citizen and defined by insured.
- 19. Close Relatives** *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. Business close person** *means* 20.1 A person who relates to the Insured in business way (Not insured's employee)
A person associated with the Insured in conducting business (not employees of the Insured) who has a business relationship consistently with the Insured and has a mutual business dependency with the Insured.
20.2 A person who travels together with the Insured to the same destination and are essential to the Insured's business operations, or.
20.3 The 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 illness 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 corresponding with the diagnosis, and the treatment is consistent with the treated person's injury or illness;
- 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 their or the treatment provider; and
- 22.4 The services must be medical services provided in accordance with medical standards and suitable for caring for the patient based on the patient's needs in light of the injury or illness.

- 23. Necessary and Reasonable Expenses** *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 condition** *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 doctor 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 Illness 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, Illness, 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 company** *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 the Insured lives in Thailand
- 29. Office** *means* A place where the Insured works in Thailand
- 30. Overseas Trip** *means* A trip taken outside Thailand
- 31. Fraud** *means* Fraudulent claims for insurance benefits by dishonesty or presenting false evidence in claims, including the intention to cause injury or illness to claim the compensations.

Section 2: General Terms and Conditions

2.1 Insurance Contract

This insurance contract is based upon the information provided by the Policyholder and/or the Insured in the insurance application or additional statement form (if any) signed by the Insured as evidence for the purpose of obtaining insurance coverage. The Company therefore issues an insurance policy, documents summarizing material contents, terms and conditions and exclusions thereafter.

In the event that the Policyholder and/or the Insured is already aware of but makes a false statement in the statement under paragraph one or is already aware of the real message but conceals it without notifying the Company. If the Company is aware of the true situation, the Company may increase premiums or refuse to conclude the contract. Therefore, this insurance contract will be voidable under Section 865 of the Civil and Commercial Code. The Company has the right to terminate the contract.

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

2.3.1 Single Trip coverage will cover the Insured according to the definition of “Period of each trip” every time the Insured travels within the period of insurance.

2.3.2 Annual Trip coverage for multiple trips will cover the Insured for each trip as stated in 2.3.1, and the maximum duration for each trip shall not exceed ...-... days.

2.4 Interpretation

In relation to any 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 made under this insurance policy, the Company shall subrogate the rights of recovery of the Policyholder and/or the Insured against any person or organization that should be liable for the loss. The Policyholder and/or the Insured shall execute and deliver instruments and documents and do whatever else is necessary to secure such rights. The Policyholder and/or the Insured shall take no action after the loss to prejudice such rights.

2.7 Notification and Claim

The Policyholder and/or the 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 the date of occurrence.

In case that Policyholder and/or the Insured cannot notify within defined period, the Policyholder and/or the Insured still have a right to claim if Policyholder and/or the Insured can prove that it is not an error of Policyholder and/or the Insured for unable to notify within defined period and Policyholder and/or the 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 Policyholder and/or the Insured shall, at their expenses, submit the following evidence to the Company within 30 days from the date on which the Policyholder and/or the Insured is discharged from the hospital, medical facility, or clinic.

1. Claim form as prescribed by the Company.
2. Doctor's report indicating significant symptoms, 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.
5. Other documents requested by the Company as necessary (in case of doubt and when additional documents are needed for consideration).

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 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 Policyholder and/or the Insured shall, at their expense, submit the following evidence to the Company within 30 days from the date on which the doctor concludes that the Policyholder and/or the Insured suffers permanent disability or dismemberment.

1. Claim form as prescribed by the Company
2. Doctor's report indicating the permanent disability or dismemberment
3. Copy of the Insured's passport or travel evidence.
4. Other documents requested by the Company as necessary (in case of doubt and when additional documents are needed for consideration).

2.8.3 In case of Loss of Life Benefit

The beneficiary shall, at their expense, submit the following evidence to the Company within 30 days from the date of the 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
8. Other documents requested by the Company as necessary (in case of doubt and when additional documents are needed for consideration).

2.8.4 In case of other Benefit

The Policyholder and/or the Insured shall, at their 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. Other documents requested by the Company as necessary (in case of doubt and when additional documents are needed for consideration).

If the documents are not submitted within specified period, the 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 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 currency exchange rate of the date of medical expense receipt.

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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 currency exchange rate of the date of medical expense receipt.

2.10 Premium Payment and Policy Cancellation

2.10.1 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.

2.10.2 In the case of a Single Trip coverage, premiums will not be refunded upon cancellation of the insurance policy after the issuance of the policy, except in cases where the Insured is not granted the VISA with supporting evidence from the embassy. In such cases, the Insured must inform the Company before the commencement of coverage.

2.10.3 In the case of Annual Trip coverage, the Policyholder and/or the Insured, or the Company, may exercise the right to cancel the insurance policy under the specified conditions as follows:

(1) The Company may terminate this insurance policy by sending a written notice by registered mail to the Policyholder and/or the Insured at the last address provided, at least 15 days in advance. In this case, the Company will refund the premiums to the Policyholder and/or the Insured, deducting the premiums for the period during which this insurance policy has been in force.

(2) The Policyholder and/or the Insured may cancel this insurance policy by providing written notice to the Company and have the right to receive a refund of premiums after deducting the premiums for the period during which this insurance policy has been in force, according to the rates specified in the table as follows:

Short-term premium rate

Period of Insurance (Not exceeding/month)	Percentage of annual premium
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

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

2.11 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 the 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, Illness, Loss or Damage arising from or as a result of the following causes or which occurs at the times as follows.

- 1. While the Insured as a soldier, police, emergency medical treatment provider, fireman or a volunteer and participates in war or crime suppression.**
- 2. While the Insured travels to locations that the Thai government or Thai government agencies have announced for advisory, recommendation, or issued warnings regarding strike, riot, weather conditions, or the outbreak of contagious diseases.**
- 3. 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.**
- 4. Terrorism**
- 5. 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.**
- 6. Radioactive explosion, or any nuclear component or harmful substance that could cause an explosion in a nuclear process.**
- 7. While the loss or damage occurs in a country excluded from coverage as specified in the endorsement (if any).**
- 8. When the Insured violates the law or fails to comply with the policies of the Thai government, including visa conditions.**
- 9. Suicide, attempted suicide, or self-inflicted Injury.**
- 10. While the Insured is on a cargo ship, at an oil drilling platform, in an underground mine, or engaged in activities related to explosives.**
- 11. While the Insured is training or participating in professional sports competitions, sports events, or practicing in a capacity as a professional player.**
- 12. Traveling under medical prohibition or traveling for medical treatment abroad.**
- 13. In cases where the Insured has been diagnosed as being in the terminal stage of illness.**
- 14. Loss or damage arising from contagious diseases or contagious diseases that are widely spread.**
- 15. Loss or damage arising from, or as a result of, pollution that occurs in the country to which the Insured is traveling to.**
- 16. Fraudulent claim committed by the Insured.**

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

The scope of assistance provided by the Company and/or the authorized company shall be subject to the laws of Thailand. The services of the Company or the authorized company shall be subject to the approval of the relevant authorities. The Company and/or the authorized company shall not be liable for delays or interruptions in service as agreed due to force majeure events such as strikes, riots, civil unrest, restrictions on free movement, terrorism, sabotage, civil war or foreign war, and consequences arising from 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 the 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 Disability means A disability to the extent of being unable to perform the normal duty in the regular occupation or any other occupation totally and permanently or being unable to perform more than 3 tasks under Activities of Daily Living.

Activities of Daily Living means ability to perform 6 activities which is performed on a daily basis. This is medical criteria in medical assessment for patient who is unable to perform such activities, including:

- (1) Ability to move i.e. the ability to move from a chair to a bed, and vice versa, themselves without any assistance from others or equipment.
- (2) Ability to walk or move i.e. the ability to walk or move from one room to another themselves without any assistance from others or equipment.
- (3) 3) Ability to dress i.e. ability to put on or take off clothes themselves without any assistance from others or equipment
- (4) Ability to bathe i.e. ability to clean oneself including going in and out the bathroom themselves without any assistance from others or equipment.
- (5) Ability to eat i.e. ability to feed oneself without any assistance from others or equipment.

Ability to toilet i.e. ability to use the toilet for excretion including going in and out the lavatory themselves without any assistance from others or equipment

Coverage

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.
2. 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 for 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)

- 1. Infectious parasite, with the exception of infection of tetanus or rabies from a wound suffered as the result of an Accident.**
- 2. While riding or as a passenger on motorcycle.**
- 3. 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.**
- 4. While the Insured is taking part in a brawl or taking part in inciting a brawl.**
- 5. While the Insured is committing a felony or while the Insured is being arrested or escaping arrest.**
- 6. Treatment related to pregnancy, childbirth, or miscarriage (excluding injury from covered accident under the insurance policy)**
- 7. While the Insured is piloting or working on board as an employee of an airline or in the aircraft.**
- 8. 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.**
- 9. 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, bungee jumping, diving that requires the use of air tanks and underwater breathing apparatus.**

Insuring Agreement Trip Cancellation Benefit

Additional Definitions

Severe weather means Storm, Rainstorm, Snow storm, Fog storm, Typhoon, Smoke and Air soot from volcano eruption affected safety during travel.

Coverage

Coverage

While the policy is in effect, this insurance provides coverage when the Insured's travel plan confirms to cancel within 30 days before the date of departure due to unexpected and uncontrollable events as follows.

- a. Death, or serious injury or Illness of the insured or his or her close relative or business close person or
- b. Cancellation of Transportation provider 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 the sum insured specified in the schedule. However, costs must be certified in writing by the responsible service provider relating for that trip.

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

The Insured must notify travel agency, or tour operator, or transportation provider, or accommodation provider as soon as possible when trip is cancelled.

If the Insured fails to immediately notify travel agency, or tour operator, or transportation provider, or accommodation provider or within 48 hours from the time the Insured is informed about the cause of trip cancellation, the delay in such notification is considered the fault of the Insured. If there are expenses incurred at the time the Insured notifies the relevant party that are higher than the expenses incurred at the time the Insured should have informed the party concerned, the Insured should inform the relevant party. The Company will compensate the Insured only for the amount of expenses incurred at the time it should have been notified to the concerned party. The Insured shall be responsible for the difference that is not compensated by the Company.

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. Non-vaccination under time schedule or destination's regulation
4. Any situation that the Insured knows in advance or expects to happen before the issue date of policy.
5. Treatment of disease or condition related to mind, nerves, stress, insanity, including narcotic addiction, or genetic disorder.

6. Any expense relating directly or indirectly from disease about sexual relations or immunodeficiency for example Human Immunodeficiency Virus Infections (HIV), Acquired Immune Deficiency Syndrome (AIDS) or other type of HIV or AIDS.

Insuring Agreement

Trip Delay Benefit

Additional Definitions

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

Coverage

While the policy is in effect, this insurance coverage when transportation provider's travel schedule prepared for the Insured's trip delays for a minimum of five (5) 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 transportation provider'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 five (5) 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 transportation provider provides other vehicle for the Insured, benefit will be calculated from difference between the schedule time of destination arrival and the actual time that other vehicle provided by transportation provider arrives at destination.

Exclusions (only apply to the Trip Delay 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 to check in at the checkpoint of the Airport in time regardless of what cause it may be

1.2 Strike or riot that happens and is publicly announced before the date of departure that insured can modify their travel plan.

2. Any loss or damage that is recoverable from any other sources.

Insuring Agreement

Loss or Damage of Baggage or Personal Effects Benefit

Additional Definitions

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

Coverage

While the policy is in effect, this insurance provides coverage for losses, damages, or disappearance, that occur within the travel period for the liabilities of travel and personal effects of the insured that are taken or purchased during the trip. The Company will compensate for actual losses or damage, or disappearance, up to the amount incurred, but not exceeding the specified amount for each item, and in no case exceeding the maximum sum insured specified in the schedule.

In the event of loss, damage, or disappearance, the insured must report the incident to the local police authorities where the incident occurred. If under the supervision of hotel staff or public conveyance provider staff, the insured must inform the hotel management or the management of the public conveyance provider within 24 hours of discovering the loss, damage, or disappearance, unless it can be proven that there are justifiable reasons preventing timely reporting within the specified time frame. In such cases, the report should be made as soon as reasonably possible. The insured must also keep daily reports from the police authorities or obtain certified documentation from relevant parties, such as the hotel or airline, as evidence.

In the case where the property, which is part of a pair or set, lost, damaged, or disappeared, in assessing the compensation will not consider the value of the paired or set property as a whole. Instead, it will consider only the damage or loss of the specific item that is damaged or lost. The compensation will not exceed the sum insured specified in the schedule.

The Company may opt to compensate the insured in cash, deducting depreciation from the amount to be compensated, or undertake the repair or replacement of the insured's belongings or personal effects. In cases where the insured's belongings or personal effects have been irreversibly damaged beyond repair, the Company will compensate as if the belongings or personal effects have been entirely lost. After providing such compensation, the Company reserves the right to take possession of the mentioned properties and proceed with a salvage management process as appropriate.

In the event of discovering lost property, the insured must immediately notify the Company by registered mail upon being informed that the lost property has been found. If the Company has not yet compensated the insured, the insured shall reclaim such property. If the property has sustained damage and is covered under this policy, the Company will pay for the damages, limited to the compensation amount for the damaged item of the insured's belongings or personal effects. In cases where the Company has already compensated the insured, the insured has the option to either waive the rights to the property or reclaim the property by refunding the compensation amount to the Company, deducting any non-refundable items. If the insured

does not reclaim the property within 15 days from the date of notification, the Company will consider that the insured has chosen to waive their rights to the property.

Subjected to the terms of this insurance agreement, the insured cannot claim compensation for property under this coverage and coverage for baggage delay by aircraft simultaneously in the same event.

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

1. The Insured must absolutely protect their own personal effects.
2. In the event that the Company has compensated under this insuring agreement, the Company shall subrogate the rights of the Insured to exercise the right of recovery against any individual or organization, specifically in the portion for which the Company has already paid indemnity. In this case, the Insured must cooperate with the Company in providing necessary documentation and take actions as required and must not engage in any activities that may affect the 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.

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 the 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 the Insured**
8. **Any loss or damage of product or product sample or any equipment**
9. **Any loss or damage of the 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. **Theft by the Insured's employee or hired personnel**
12. **Any loss or damage in Thailand excluding robbery, loss or damage from airline or airline agent**
13. **Any loss or damage of artificial organs and equipment excluding loss or damage from accident**
14. **Any loss or damage of rental equipment**
15. **Any loss or damage of data in program, disk, data recording card or other similar items.**

Insuring Agreement Baggage Delay Benefit

Coverage

While this policy is in effect, this insurance provides coverage in the event of loss or temporary misplacement of baggage during the trip to the intended destination due to delay, misdirection, or temporary loss, the Company will pay benefits for the urgent purchase of clothing, personal effects, or necessary personal items to the Insured. The payment will be made according to the specified amount in the schedule for every 5 consecutive hours counted from the time the Insured arrives at the baggage claim point at the destination, not exceeding the maximum sum insured specified in the schedule.

Under this insuring agreement, the Insured may not be able to claim compensation under this insuring agreement and the coverage for Loss or damage of baggage or personal effects simultaneously in the same event.

Therefore, in the event it can be proven that the Insured's baggage has been permanently lost during the trip, the Company will deduct the amount paid by the Company under this coverage from the compensation amount provided by the Company under the coverage for loss or damage of baggage or personal effects.

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

The Insured must make every effort to ensure that the baggage is securely locked and that the information on the baggage tag is accurate and clear.

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 in Thailand**

Insuring Agreement Missed Connecting Flight Benefit

Additional Definitions

Severe weather	<i>means</i>	Strom, Rainstorm, Snow storm, Fog storm, Typhoon, Smoke and Air soot from volcano eruption affected safety during travel.
Public Conveyance	<i>means</i>	Aircraft, bus, yacht, train, sky train that receive an approval from government for public passenger transportation.

Coverage

While the policy is in effect, this insurance provides coverage when the Insured misses their confirmed onward connecting schedule trip by public conveyance caused by delay of transportation provider from strike, riot, severe weather, defective tools and equipment, structure impairment of transportation provider's vehicle or severe fire from departure. When the insured arrives at transfer point, transportation provider cannot provide other vehicle for connecting schedule within five (5) hours from the time that insured arrive at transfer point.

The Company shall compensate as specified amount of sum insured in the schedule with respect to every five (5) full consecutive hours of delay but no more than maximum accumulated sum insured defined in the schedule.

The Company or authorized company may manage and responsible for accommodation expense for overnight stay in case that insured misses connecting their schedule for consecutive five (5) hours as specified in policy schedule but not exceed maximum accumulated sum insured in the schedule.

Conditions for Coverage (only apply to the Missed Connecting Flight Benefit)

Benefit will be calculated from difference between the actual time that insured arrive at transfer point and the actual time of transfer point departure by other vehicle provided by transportation provider.

Exclusions (only apply to the Missed Connecting Flight Benefit)

1. Delay from following causes;

1.1 The Insured and the Insured's travel documents are not checked at departure within a defined period of time.

1.2 Strike or riot that happens and is publicly announced before the date of departure that insured can modify their travel plan.

2. Any loss or damage that is able to reimburse from other sources.

3. Accommodation expense that is not provided by company or authorized company

Insuring Agreement

Hijack/Seizure of Public Conveyance Benefit

Definition

Public Conveyance means Aircraft, bus, yacht, train, sky train that receive an approval from government for public passenger transportation.

Coverage

While the policy is in effect, this insurance provides coverage in the event that the Insured is being illegally captured or detained for a continuous period of at least 5 consecutive hours during travel within the period of travel, resulting from the hijack/seizure of the public conveyance used by the insured for travel. The Company will pay benefits to the Insured according to the specified amount in the schedule for every 5 consecutive hours that the Insured is illegally captured or detained, not exceeding the maximum sum insured specified in the schedule.

Exclusions (only apply to the Hijack/Seizure of Public Conveyance Benefit)

The hijack/seizure must be confirmed and documented with a report from local police, specifically from law enforcement officers with jurisdiction in the location of the incident, as evidence.

Insuring Agreement

Third Party Liability Benefit

Definition

Third Party means Any person other than relatives or individuals within the Insured's family or persons traveling with the Insured or employees of the Insured while in the course of employment.

Coverage

While the policy is in effect, this insurance provides 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 for actual loss or damage.
- b. Any expense or charge that insured pay with consent.
- c. Managing expenses for judicial expenses or arbitration.

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

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

1. If there are other insurance policies that cover the incident, the Company shall compensate in average but not exceed proportion that the Company must be responsible.
2. The Insured must not confess, offer, promise, pay or compensate without the Company's approval in writing.
3. The Insured must send a letter, claim form, summons or other documents relating to damage or as result of claim to the 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 for which the Insured is liable to the third party resulting from intentional acts or unlawful actions of the Insured.
2. Any liability arising from or related to:
 - 2.1 Professional liabilities and non-compliance with the profession
 - 2.2 Business, trade, or profession of the insured.
 - 2.3 Use of firearm or weapon
 - 2.4 The Insured's participation in hazardous activities, unless coverage is extended under the insurance policy.
 - 2.5 Ownership, possession, or use of towed vehicles attached to automobiles, aircraft, or watercraft.
 - 2.6 Ownership, possession, or use of land and buildings, except for the residential accommodations of the Insured during travel.
 - 2.7 Sexual harassment, criminal violence affected to body and mind.
 - 2.8 Pollution or contamination of land, water, or air.
3. Liability to business associates or third party, apart from employment or internship with the Insured.
4. Liability arising from a contract, and if such a contract does not exist, the Insured's liability will not arise.
5. Liability arising from animals (excluding dogs, cats, and horses) under the care or control of the insured.
6. Death, bodily injury, or loss or damage to the property of close relatives.
7. Loss or damage to the Insured's property, or property under care, custody, or control of the Insured.
8. Fines in civil or criminal proceedings, or by contract.