

Summary of General Conditions, Insuring Agreement and Exclusions

Travel Accident Insurance Policy for Travel Agency and Tour Guide (Special)

Section 1: Definitions

1.1 Company refers to Muang Thai Insurance Public Company Limited

1.2 Policyholder refers to Travel agency indicated as the policyholder on the policy schedule which arranges the insurance for the insured's benefit

1.3 Insured refers to The person named as the insured in the policy schedule or attachments of this policy.

1.4 Accident refers to 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

1.5 Injury refers to Bodily injury directly resulting from an accident that happens solely and independently from other causes while the insurance contract is

1.6 Period of travel refers to effective.
Period of each trip of the insured who are covered which begins and ends within the period of insurance

Section 2: General Terms and Conditions

1. Compensation Payment

The compensation for death will be paid to the beneficiary while other types of compensation will be paid to the Policyholder or the insured. 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.

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.

The Company has the burden of proof to verify that a claim does not fall under the coverage of the insurance policy. In this regard, the policyholder, the insured, the beneficiary or their representative must provide the Company with information and assistance as appropriate.

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.

Section 3: General Exclusions

This policy does not cover:

1. Any loss or injury arising from, or in consequence of the following causes:

a. Action of the insured while under the influence of alcohol, addictive substance and narcotic drugs to the extent of being unable to control one's mind

The term "under the influence of alcohol" shall only applies in case of having a blood test with a blood alcohol concentration equivalent to or exceeding 150 mg percent

b. Suicide or attempted suicide or self-inflicted injury
c. Infections except infections, tetanus, or rabies from a wound or cut suffered as a result of an accident

d. Medical treatment or surgical treatment except the treatment necessary for the injury which is covered under this insurance policy and occurs within the period specified in this insurance policy

e. Miscarriage and abortion

f. Dental care or root canal treatment except treatment occurring within 7 days after the date of accident

g. Replacement of dentures, dental crowns or artificial denture

h. Food poisoning

i. Backache as a result of disc herniation, spondylolisthesis, degenerative disc disease, spondylosis, defect or pars interarticularis (spondylolysis) unless there is a fracture or dislocation of spine as a result of an accident

j. Wars (whether declared or undeclared), invasion, foreign hostile acts, civil war, revolution, coups d'état, uprising, insurrection, riot, or strike

k. Terrorism

l. Nuclear weapon, radiation release or the spread of radiation from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel and any method of nuclear fission that continues on its own.

2. Any loss or injury which occurs

a. While the insured pilots or works as a crew in any aircraft
b. While the insured is taking part in a brawl or taking part in inciting a brawl
c. While the insured is committing a crime or while the insured is being arrested, under arrest, or escaping the arrest

d. While the insured illegally enters or resides in the Kingdom of Thailand

Section 4: Insuring Agreement

- Loss of life, dismemberment, loss of sight or total permanent disability from accident**
- Medical expenses due to accident**
- Emergency medical evacuation and/or body or ashes repatriation**

***** Coverage and other terms and conditions shall be in accordance with the Travel Accident Insurance for Travel Agency and Tour Guide (Special) approved by the Office of the Insurance Commission (OIC)*****

Note:

1. This document is merely a summary of general conditions, insuring agreements, and exclusions. Therefore, the policyholder and the insured should thoroughly read the details of the insurance policy and the insurance plan that they have received.
2. The Company may determine insuring agreement and/or endorsement for the insurance plan

Travel Accident Insurance Policy for Travel Agency and Tour Guide (Special)

In reliance upon the statement made in the proposal for insurance which is considered a part of this insurance policy and in consideration of the premium paid by the policyholder or the insured subjected to the general terms and conditions, exclusions, insuring agreements and attachments of this insurance policy, the company agrees as follows.

Section 1 Definition

Wording or expressions to which specific meanings have been attached in any part of this policy shall bear specific meanings wherever they shall appear unless otherwise specified.

1.1 Company	refers to Muang Thai Insurance Public Company Limited
1.2 Policyholder	refers to Travel agency indicated as the policyholder on the policy schedule which arranges the insurance for the insured's benefit
1.3 Insured	refers to The person named as the insured in this schedule and/or attachments of this policy
1.4 Schedule	refers to The insurance schedule of this policy
1.5 Accident	refers to 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
1.6 Injury	refers to Bodily injury directly resulting from an accident that happens solely and independently from other causes while the insurance contract is
1.7 Transportation Provider	refers to effective Commercial airlines, trains, ships, ferries, buses, and air-conditioned
1.8 Any loss or injury	refers to coach buses used by the insured on their travel Bodily injury of the insured as a result of an accident which causes loss of life, dismemberment, loss of sight, total permanent disability
1.9 Period of travel	refers to or renders the insured to undergo medical treatment Period of each travel of the insured which begins and ends within the period of insurance

1.9.1 Domestic travel
Period of travel refers to period of the trip arranged by the policyholder. This does not include traveling to or from the insured's residence whether before or after the trip arranged by the policyholder.

1.9.2 Inbound travel

Period of travel refers to period of the trip arranged by the policyholder. It starts when the insured arrive in Thailand and continues until the insured depart from Thailand. This does not include traveling to or from the insured's residence or traveling on their own whether before or after the trip arranged by the policyholder. Arrival in or departure from Thailand shall be based on going through the immigration properly.

1.9.3 Outbound travel

Period of travel refers to period of the trip arranged by the policyholder. This does not include traveling to or from the insured's residence or traveling on their own whether before or after the trip arranged by the policyholder.

Section 2: General Terms and Conditions

2.1 Insurance Contract

This insurance contract arises from the fact that the Company relies upon the statements of the policyholder and the insured in the insurance application as well as additional declarations (if any) that the policyholder and the insured have signed in evidence of his or her acceptance of the insurance contract, thus, this insurance policy is issued by the Company.

In the event that the policyholder or 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.

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 endorsements are forming part of the insurance contract. Any changes of wordings in the insurance contract

must be approved by the company and noted in the insurance policy or endorsement before such changes shall be valid.

2.3 Period of Insurance

This insurance policy covers the insured as definition of “period of travel” every time that the insured travels within the period of insurance. This period of travel shall not last more than 90 days per trip. In the event of medical emergency, hijacking, delay or malfunction of the aircraft that the insured is traveling on, which prevents the insured from returning within the scheduled return date, this insurance policy shall automatically extend its duration until the trip ends as defined by the term “period of travel”.

2.4 Accident Notification

The policyholder, the insured, the beneficiary or the representative of the said person, as the case may be, must report the accident to the company without delay. In the event of death, an immediate notice must be made to the company unless it can be proven that the circumstances make it impossible to do so and the notification is given to the company as soon as possible.

2.5 Evidence Submission

In the event of claim, the insured, the policyholder, the beneficiary or the representative of the said person, as the case may be, must submit the evidence necessarily required by the Company at their own expense.

Loss of life, dismemberment, loss of sight, total permanent disability from accident

The policyholder, the insured, the beneficiary or the representative of the said person must submit the evidence to the Company within 30 days from the date that the insured losses their life or becomes disabled. For other claims, the evidence must be submitted within 180 days from the date of accident. Failing to submit the claim within the specified time does not deprive the right to claim if it can be proven that the circumstances make it impossible to do so and the documents are submitted to the company as soon as possible

Medical Treatment

The policyholder or the insured must submit the following evidence within 30 days from the date that the insured is discharged from the hospital or medical facility or the date of treatment at the clinic at their own expense.

1. Doctor's report indicating significant symptoms, diagnosis results and the treatment results.

2. Original receipt stating the lists of expenses or cover page with the receipt

The original receipt must be presented and the company will return the original receipt so that the policyholder or the insured can claim the outstanding balance from other insurers. But if the policyholder or the insured has received reimbursement from the government, welfare or other insurer, they may submit a copy of the receipt showing the amount paid by the government, welfare or other insurer and claim the remaining amount from the company.

Failing to submit the above documents within the specified time does not deprive the right to claim if it can be proven that the circumstances make it impossible to do so and the documents are submitted to the company as soon as possible

2.6 Medical Examination

The company has the right to medically examine the insured that is claiming under this insurance policy as appropriate and has the right to conduct an autopsy if necessary.

2.7 Compensation Payment

The compensation for death will be paid to the beneficiary while other compensation will be paid to the insured. 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.

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.

The Company has the burden of proof to verify that a claim does not fall under the coverage of the insurance policy. In this regard, the policyholder, the insured, the beneficiary or representative must provide the Company with information and assistance as appropriate.

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.

2.8 Notifying the Name of the Insured

The policyholder must notify the Company of the names of the insured and the period of travel before the trip. In the event of accident, if the names of the insured notified are inaccurate, the burden of proof falls to the policyholder or the insured.

2.9 Calculation and Adjustment of Premium

In the case of annual insurance, the Company shall calculate the initial premium based on the estimated sum insured, total number of the insured and period of travel. After the period of insurance, the Company shall adjust the premium based on the actual sum insured, number of the insured, and the period of travel.

2.10 Settlement of Dispute by the Arbitrator

In case of argument, dispute, or appeal under this policy between the person who is entitled for compensation and the Company, and if so desired by that person to settle the disputed claim by use of arbitration, the Company must conform and allow the case to be settled by arbitration according to the Arbitrating Regulation governed by the Office of Insurance Commission (OIC).

2.11 Automatic Termination of Coverage

The coverage under this insurance policy shall automatically cease for insured who commits crime, is under arrest, or is escaping an arrest by authorized local law enforcement officers.

2.12 Precedent Condition

The company shall not be liable to compensate under this policy unless the policyholder, the insured, the beneficiary or their representative, as the case may be, has complied with the insurance contract and the conditions of this policy.

2.13 Payment of Premium and Cancellation of the Policy

2.13.1 The policyholder must pay the premium immediately or before the commencement of the coverage

2.13.2 In the case of single trip insurance, once the policy is issued, it cannot be cancelled by the policyholder or the insured unless the insured's VISA is denied with supporting evidence from the embassy. The policyholder or the insured must notify the Company before the commencement date, in which case the policyholder shall receive a full refund of the premium.

2.13.3 In the case of annual insurance, the Company and the policyholder or the insured may cancel the policy under the following conditions.

(1) The company may terminate this insurance policy by sending not less than 15 days' notice by registered mail to the policyholder or the insured at the last address notified to the company. In this event, the company will refund the premium to the policyholder by

deducting the premium for the period that this insurance policy has been effective (pro-rata basis).

(2) The policyholder or the insured may terminate this policy by giving written notice to the Company and shall be entitled to receive the premium refund after deducting the premium for the period that this insurance policy has been effective, issued at the short-term premium rate according to the table specified below.

The Schedule of short term premium rate

<u>Period of insurance (not exceeding /month)</u>	<u>Percentage of one-year premium</u>
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

Section 3: General Exclusions

This policy does not cover:

1. Any loss or injury arising from, or in consequence of the following causes:

a. Action of the insured while under the influence of alcohol, addictive substance and narcotic drugs to the extent of being unable to control one's mind

The term “under the influence of alcohol” shall only applies in case of having a blood test with a blood alcohol concentration equivalent to or exceeding 150 mg percent

b. Suicide or attempted suicide or self-inflicted injury

- c. Infections except infections, tetanus, or rabies from a wound or cut suffered as a result of an accident**
- d. Medical treatment or surgical treatment except the treatment necessary for the injury which is covered under this insurance policy and occurs within the period specified in this insurance policy**
- e. Miscarriage and abortion**
- f. Dental care or root canal treatment except treatment occurring within 7 days after the date of accident**
- g. Replacement of dentures, dental crowns or artificial denture**
- h. Food poisoning**
- i. Backache as a result of disc herniation, spondylolisthesis, degenerative disc disease, spondylosis, defect or pars interarticularis (spondylolysis) unless there is a fracture or dislocation of spine as a result of an accident**
- j. Wars (whether declared or undeclared), invasion, foreign hostile acts, civil war, revolution, coups d'état, uprising, insurrection, riot, or strike**
- k. Terrorism**
- l. Nuclear weapon, radiation release or the spread of radiation from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel and any method of nuclear fission that continues on its own.**

2. Any loss or injury which occurs

- a. While the insured pilots or works as a crew in any aircraft**
- b. While the insured is taking part in a brawl or taking part in inciting a brawl**
- c. While the insured is committing a crime or while the insured is being arrested, under arrest, or escaping the arrest**
- d. While the insured illegally enters or resides in the Kingdom of Thailand**

Section 4: Insuring Agreement

Under the regulations, insuring agreement, exclusions, general terms and conditions and attachments of this insurance policy and in consideration of the premium paid by the insured, the company agrees to provide the following coverage:

Insuring Agreement

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

Definitions

Dismemberment	refers to	The loss of body organ from the wrist joint or the ankle joint and also the loss of function of that organ which according to the medical indication will never be able to function at any time in the future.
Loss of sight	refers to	Complete blindness which is permanently incurable.
Total Permanent Disability	refers to	A disability to the extent of being unable to perform any regular occupation and other occupation totally and permanently.

Coverage

This Insurance Policy covers any loss or injury of the insured arising from bodily injury, which is caused by an accident, resulting in the loss of life, dismemberment, loss of sight or total permanent disability within 180 days from the date of accident or injury which causes the insured to undergo continuous medical treatment as an inpatient in the hospital and loss of life because of such injury at any time. The company will pay the compensation as follows:

1. 100% of the sum insured for loss of life.
2. 100% of the sum insured for total permanent disability which continues for not less than 12 months after the accident or if there is any medical indication that the covered suffers a total permanent disability.
3. 100% of the sum insured for loss of both hands from the wrist or both feet from the ankle, or loss of sight for both eyes.
4. 100% of the sum insured for loss of one hand from the wrist and one foot from the ankle.
5. 100% of the sum insured for loss of one hand from the wrist and loss of sight in one eye.
6. 100% of the sum insured for loss of one foot from the ankle and loss of sight in one eye.
7. 60% of the sum insured for loss of one hand from the wrist.
8. 60% of the sum insured for loss of one foot from the ankle.
9. 60% of the sum insured for loss of sight in one eye.

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

In aggregate, the total compensation for this insuring agreement shall not exceed the maximum sum insured stated on the schedule, if the company has not paid up to such maximum amount of sum insured, the company shall only provide the coverage until the expiration of the policy period equal to the remaining sum insured amount.

Insuring Agreement

Medical Treatment

Definitions

Inpatient room expenses	refers to	Patient room expenses, meals, nurse fee and hospital service fee which the hospital or medical facility provided for each day.
Inpatient	refers to	Patients who must be admitted for medical treatment in a hospital or medical facility for continuous care of injuries or illnesses for a minimum duration of 6 hours. They must be registered as patients and undergo diagnosis and consultation by a doctor as per medical indication which follows medical standards. This also includes cases where the patient is admitted and subsequently passes away before completing 6 hours.
Alternative medicine	refers to	A variety of therapeutic or preventive health care practices, such as traditional Thai or Chinese medicine, or other fields that are not conventional medicine

Coverage

If the injury sustained renders the insured to receive medical treatment by a doctor or nursing services by a nurse, which occurs within 52 weeks from the date of accident, the company shall compensate for necessary and reasonable medical expenses from medical treatment that is in accordance with medical necessity and medical standards for inpatient room expenses, observation room expenses, medical expenses and nurse fees. The company shall pay equal to the actual amount paid but not exceeding the sum insured specified in the insurance schedule, beyond the deductible (if any).

If the insured receives compensation from government or other welfare or other insurer, the company shall only be liable for the outstanding amount of the medical expenses and nurse fees.

Treatment outside Thailand

In the event of medical treatment occurring from injury covered under this insurance policy, the company shall pay compensation using the exchange rate of the foreign currency on the date specified on the receipt.

Limitation

1. Maximum sum insured of inpatient room expenses are Baht per day

This limitation does not apply to hospitalization in an intensive care unit (ICU) on the basis of medical necessity.

2. Maximum sum insured of physiotherapy and occupational therapy for outpatient is ... Baht per day and not more than ... times per incident. The service fee for rehabilitation medicine, physiotherapist or occupational therapist and medical equipment and medical supplies that were provided on the basis of medical necessity are included.

Exclusions

This insuring agreement does not cover fees for special nursing service, medical supplies-2, supporting devices (except crutches), wheelchairs, artificial external organ, alternative medicine and acupuncture.

Additional Agreement

Section 2: General Terms and Conditions

2.7 Compensation Payment

For coverable medical expenses, the Company shall provide compensation to the insured or the policyholder or their representative, as the case may be, within 15 days from the date on which the Company has received a complete and correct set of evidence of loss, including a complete and correct set of supporting documents for medical expenses to the said person.

Other contents stated in this clause shall remain in force as before unless stated otherwise in this endorsement.